NON-DISTURBANCE AGREEMENT

by and among

SIXTH DISTRICT AGRICULTURAL ASSOCIATION

LOS ANGELES MEMORIAL COLISEUM COMMISSION

and

LAFC SPORTS, LLC

as of

DECEMBER 1, 2015

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NON-DISTURBANCE AGREEMENT

THIS NON-DISTURBANCE AGREEMENT (this "**Agreement**") is made and entered into effective as of December 1, 2015 (the "**Effective Date**") by and among the **SIXTH DISTRICT AGRICULTURAL ASSOCIATION,** an institution of the State of California (the "**District**"), the **LOS ANGELES MEMORIAL COLISEUM COMMISSION**, a joint powers authority entity created by agreement among public agencies pursuant to Title 1, Division 7, Chapter 5 (Section 6500 et seq.) of the California Government Code ("**Commission**") and **LAFC SPORTS, LLC**, a Delaware limited liability company ("**LAFC**"). District, Commission and LAFC are sometimes collectively referred to herein as the "**Parties**" and each a "**Party**."

Preliminary Statements:

A. District is the fee owner of certain real property located in the City of Los Angeles, County of Los Angeles, State of California commonly known as "Exposition Park" which is generally bounded on the north by Exposition Boulevard, on the east by Figueroa Street, on the south by Martin Luther King Jr. Boulevard and on the west by Vermont Avenue (sometimes referred to herein as the "**District Property**" or the "**Exposition Park**").

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

C. District leased the Master Premises to Commission pursuant to (i) that certain Coliseum Lease dated January 3, 1956 (as it has been, and may hereafter be, amended, subject to the terms hereof, the "**Coliseum Ground Lease**"), (ii) that certain Sports Arena Agreement, Lease and Easement dated January 3, 1956 (the "**Sports Arena Lease**"), and (iii) that certain Agreement and Lease for Parcel Adjacent to Arena dated January 3, 1956 (the "**Adjacent Parcel Lease of 1955**" which, together with the Sports Arena Lease, and as such leases have been or may hereafter be amended, subject to the terms hereof, are collectively referred to herein as the "**Sports Arena Ground Leases**.") The Sports Arena Ground Leases, together with the Coliseum Ground Lease are sometimes collectively referred to herein as the "**Commission Ground Leases**." The Commission Ground Leases were approved by District, the Department of General Services and the Secretary for the State and Consumer Services Agency pursuant to Food and Agriculture Code Section 4051.

D. Commission and the University of Southern California (the "**USC**") previously entered into a certain Lease and Agreement dated May 14, 2008 (the "**Original USC Lease**"), as amended by that certain First Amendment to Lease and Agreement dated November 4, 2010 (the "**USC Lease First Amendment**" which, together with the Original USC Lease is collectively referred to herein as the "**Prior USC Lease**") whereby USC subleased substantially all of the Coliseum Property from the Commission. In conjunction with the Prior USC Lease, USC and District previously entered into that certain undated but fully executed Non-Disturbance Agreement (the "**Original USC NDA**" which, together with the Prior USC Lease is sometimes collectively, the "**Prior USC Agreement**"). The Prior USC Lease was subsequently amended pursuant to that certain Second Amendment to Lease and

Agreement dated as of July 29, 2013 (as further modified by the Boundary Documents, the "**Current USC Lease**") whereby most of the Sports Arena Property was added to the Coliseum Property as the premises subleased to USC under the USC Lease. The term of the Current USC Lease, including all extension options thereunder, and the authority of Commission pursuant to the Joint Powers Agreement (as defined in the LAFC Lease (as hereinafter defined)) are coterminous and presently fixed to expire on December 31, 2054.

E. District and USC subsequently entered into that certain Non-Disturbance Agreement dated as of September 4, 2013 (the "**USC NDA**") whereby, among other things, USC obtained (i) certain protections with respect to its sub-leasehold interest in the Master Premises in the event of the termination of Commission Ground Leases, and (ii) certain rights and priorities with respect to the scheduling of events at the Coliseum and the Sports Arena and the use of District Parking Areas (as hereinafter defined). The USC NDA provides that if the interest of Commission in the Master Premises is terminated prior to the expiration of the Current USC Lease, then the Current USC Lease will be replaced by a direct lease between District and USC in the form attached to the USC NDA as Exhibit E (the "**USC NDA Lease**"). The USC NDA further provided District's implicit approval of a redevelopment of the Sports Arena consistent with the projects described in the Final EIR (as hereinafter defined).

F. Concurrently with the execution of the USC NDA, District and USC entered into that certain Lease Option Agreement (Sports Arena Property) dated as of September 4, 2013 (the "**Sports Arena Option Agreement**"), as memorialized of record by that certain Memorandum of Lease Option Agreement recorded on September 24, 2013 as Document No. 20131384077 in the Official Records of the Recorder's Office, Los Angeles County, California ("**Recorder's Office**"). Pursuant to the Sports Arena Option Agreement, USC obtained an option (the "**Sports Arena Option**") to enter into a direct lease with District in substantially the form of the new lease attached to the Sports Arena Option Agreement on Schedule 4 (the "**2054 Lease**") which shall commence on the expiration of the USC Lease (or USC NDA Lease, as applicable). As used herein, the term "**USC Lease** " shall mean, at any specific point in time, USC's then applicable lease of the Sports Arena Property under the Current USC Lease, the USC NDA Lease or the 2054 Lease, as the case may be. The USC Lease, together with Sports Arena Ground Lease, are sometimes collectively referred to herein as the "**Master Leases**", and each a "**Master Lease**." The Master Leases, the USC NDA, the Sports Arena Option Agreement and the Joint Powers Agreement are sometimes collectively referred to herein as the "**Master Agreements**," and each a "**Master Agreement**." In conjunction with the LAFC Lease, District, Commission and USC will enter into certain Boundary Documents (as defined in the LAFC Lease) to correct certain boundary discrepancies in the Master Agreements such that, among other things, all of the Coliseum Property and all of the Sports Arena Property is leased under the Coliseum Ground Lease and the Master Leases, as applicable. Following the execution of the Boundary Documents, each reference to a Master Agreement herein shall automatically be deemed to mean such Master Agreement, as amended by the Boundary Documents without further action or notice required.

G. USC and LAFC have entered into that certain Ground Lease dated as of December 1, 2015 (the "**LAFC Lease**"), whereby USC sub-subleased to LAFC a portion of the Master Premises consisting of the Sports Arena Property (the "**LAFC Premises**" which, for purposes of this Agreement shall have the same meaning as the term "Premises" under the LAFC Lease). LAFC intends to demolish the Sports Arena and related improvements on the LAFC Premises and to initially construct a soccer stadium and other ancillary improvements in accordance with the EIR (as hereinafter defined). As used herein, the term "**EIR**" shall mean and refer to the Final Environmental Impact Report for the Redevelopment of the Los Angeles Memorial Sports Arena dated January 21, 2011 (the "**Final EIR**") and certified by Commission on February 2, 2011, including modifications to the Final EIR contained in that certain Addendum to the Final EIR (the "**Addendum**") which was approved by Commission on September 17, 2015. As used herein, the term "**Project**" shall mean the Stadium Project as described and

defined in the LAFC Lease, including the Modified Project described in the Addendum. The LAFC Lease contains certain conditions that must be satisfied prior to USC's delivery of possession of the Sports Arena Property to LAFC (the "**LAFC Lease Conditions**").

H. To satisfy certain of the LAFC Lease Condition, LAFC has now requested that (i) District and Commission enter into this Agreement to provide certain assurances regarding the LAFC Lease, LAFC Lease Documents (as hereinafter defined) and LAFC Lease Rights (as hereinafter defined), including that LAFC's possession, use and enjoyment of the LAFC Premises pursuant to the LAFC Lease will not be disturbed as a result of a termination of any of the Master Leases, as well as other assurances and agreements related to the LAFC Premises, LAFC Lease Documents, LAFC Lease Rights, the Project and Master Agreements as set forth herein, (ii) District enter into a certain Operation and Easement Agreement (the "**OEA**") to provide LAFC with all necessary easements and rights required with respect to the District Property for the development, construction, operation and use of the LAFC Premises and the Project, and (iii) District enter into a Tri-Party Agreement (the "**Tri-Party Agreement**") with LAFC and USC to amend, supplement and clarify certain terms of the Sports Arena Option Agreement as it relates to LAFC and the LAFC Lease.

I. District and Commission have now agreed to enter into this Agreement to provide such assurances upon and subject to the terms and conditions contained herein.

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

1. **Definitions and Interpretation**.

1.1. Capitalized terms used herein that are defined in the LAFC Lease shall have the same meaning herein as are ascribed to such terms in the LAFC Lease unless otherwise defined herein or the context dictates otherwise. A glossary of additional defined terms that are used in this Agreement and which are not otherwise defined in the body of this Agreement or incorporated herein by reference to a separate document or instrument are attached hereto on **Schedule 1**. The definitions set forth in the glossary are hereby incorporated into this Agreement by this reference.

1.2. For purposes of this Agreement, except as otherwise expressly provided herein or unless the context otherwise requires: (i) the meaning assigned to each term defined herein shall be equally applicable to both the singular and the plural forms of such term and vice versa, and words denoting either gender shall include both genders as the context requires; (ii) where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning; (iii) the terms "hereof," "herein," "hereunder," "hereby" and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement; (iv) when a reference is made in this Agreement to an Article, Section, paragraph, Exhibit or Schedule, such reference is to an Article, Section, paragraph, Exhibit or Schedule to this Agreement unless otherwise specified; (v) the word "for example" "include," "includes," and "including" when used in this Agreement without being following by words such as "but not limited to" or "without limitation," shall be deemed to be followed by such words unless otherwise expressly specified; (vi) the language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any Party; (vii) each defined term consisting of a collective noun, such as, for example, the words "District Property," "Coliseum Property," "Sports Arena Property," "LAFC Premises," "Improvements," "Stadium," "Project," "Stadium Equipment," "Project Revenue," shall be interpreted as if followed by the words "or any part thereof" except where the context

clearly requires otherwise; (viii) all references to the term "LAFC Premises" shall be deemed to be followed by the words "including all Improvements thereon, including the Stadium;" (ix) all references to the Master Agreements in reference to the LAFC Premises shall be deemed to be followed by the words "to the extent applicable to the Premises"; (x) as applicable, references to the "Sports Arena" under any of the Master Agreements shall refer to the Stadium as the context requires; (xi) all reference to any "cure periods" under the LAFC Lease, or to the "expiration of all applicable cure periods or cure rights thereunder," or any similar language shall mean and refer to the expiration of all applicable cure periods available to LAFC under the LAFC Lease and the expiration of all applicable periods available to MLS or a Leasehold Mortgagee to cure LAFC's default, to exercise any step-in rights (in the case of MLS) or to exercise any new lease option rights (in the case of a Leasehold Mortgagee), in each case without cure or the exercise of any such rights; (xii) references herein to the "LAFC Lease" shall be deemed to include the language "or any replacement thereof contemplated under the LAFC Lease as of the Execution Date thereof, such as any lease with a new MLS club following the exercise of the MLS step-in rights under the LAFC Lease or any new lease to a leasehold mortgagee as contemplated thereunder, and references herein to LAFC shall be deemed to include any successor or Authorized Transferee (as defined in the LAFC Lease), including any successor tenant under a replacement lease as provided in this clause (xii); and (xiii) all references to "Master Agreements" hereunder shall mean, as each of them may be modified, amended or supplemented (i) from time to time pursuant to a modification or other agreement that is not in violation of the terms, conditions or provisions of the LAFC Lease or this Agreement, and (ii) by the Boundary Documents, the LAFC Lease Documents, the Final Approvals and any other agreements that may be entered into between LAFC and all of the parties to the applicable Master Agreement being modified thereby.

2. **District Agreements**.

2.1. Consent. District hereby consents to the LAFC Lease, the execution thereof by USC and all of the terms, covenants, conditions, provisions and agreements contained therein. Without limiting the generality of the foregoing, District hereby acknowledges, agrees and/or approves, as the case may be, the following with respect to the LAFC Lease and LAFC's rights thereunder:

(i) all permitted uses available to LAFC under the LAFC Lease, including all uses available to LAFC under the Coliseum District Specific Plan and Soccer Stadium and Coliseum Sign District as amended for the Project as part of any Final Approvals, and all uses of the Coliseum as provided in the LAFC Lease, it being expressly understood and agreed that in no event shall (A) any such permitted uses by LAFC in accordance with the LAFC Lease be deemed a default by Commission, USC or LAFC under any of the Master Agreements, (B) the execution, delivery and performance of, and compliance with, the terms of the LAFC Lease by USC or LAFC be deemed a breach or default by Commission, USC or LAFC under any of the Master Agreements; and (C) the expiration or termination of any of the Master Leases or the termination of Commission's or USC's respective right, title or interest in the Master Premises in any manner limit, modify or adversely affect any such permitted uses;

(ii) the Initial Term, Extension Options and Extension Terms available to LAFC under the LAFC Lease, subject to the terms of the Tri-Party Agreement;

(iii) that LAFC has no obligation to pay District directly any rent, additional rent or other amounts of any kind with respect to the LAFC Lease, the LAFC Premises or the use thereof for any of the permitted uses thereunder, except as otherwise expressly set forth in this Agreement, the OEA or any separate use agreement between District and LAFC entered into after the Effective Date with respect to the use of any portion of District Property;

(iv) that LAFC has the right to (A) pursue and obtain all Final Approvals for the Project, (B) demolish the existing Sports Arena Property building and improvements, including any and all personal property, trade fixtures, equipment or systems contained therein and not removed from the Sports Arena prior to USC's delivery of possession thereof to LAFC under the LAFC Lease, and (C) design, permit and construct (and to enter into all necessary contracts for the design, permitting and construction of) the Project, including (1) all related on-site and off-site improvements related thereto, subject to the terms of the OEA, and (2) all on-site (interior and exterior) and off-site signage permitted under the LAFC Lease and the Soccer Stadium and Coliseum Sign Plan, in each case as the Project is finally permitted and approved by the City in connection with LAFC's Final Approvals and in accordance with the OEA, and no further approvals are required from District under any of the Master Agreements or otherwise in connection with the foregoing related to the Project, except as otherwise expressly provided in the LAFC Lease Documents;

(v) that all Improvements and Stadium Equipment constructed and/or installed on the LAFC Premises shall be owned by, and remain the property of, LAFC during the entire Term of the LAFC Lease as provided therein;

(vi) subject to and except as otherwise expressly provided in the OEA and Supplemental Agreement, District shall have no right to receive any, and LAFC shall have the right to receive and retain all, Project Revenue including, without limitation, from (A) all LAFC Events (as hereinafter defined) and other business operations on or from the LAFC Premises, (B) all Stadium naming rights, signage and advertising rights, (C) all Project Contracts, (D) any permitted use of the Coliseum under the LAFC Lease; and (E) any permitted use of District Property;

(vii) LAFC's rights of contest under the LAFC Lease and all other rights and remedies available to LAFC under the LAFC Lease, including all applicable cure periods available to LAFC thereunder, and all MLS and Leasehold Mortgagee's rights and options under the LAFC Lease, it being expressly understood and agreed that if any obligations of USC under any of the Master Agreements with respect to the Sports Arena Property are to be performed by LAFC under the LAFC Lease with respect to the LAFC Premises, then (A) LAFC's performance thereof under the LAFC Lease shall be accepted by District as performance of the corresponding obligation of USC under the applicable Master Agreement, and (B) in the event any such obligation is not timely performed by LAFC under the LAFC Lease, USC will not be deemed in default under any Master Agreements (and District will not exercise any remedies available to District thereunder related to such failure of performance) unless and until such obligation remains unsatisfied after LAFC's receipt of a Notice of Default under the LAFC Lease and the expiration of all applicable cure periods and rights under the LAFC Lease;

(viii) LAFC's rights to (A) repair, restore or rebuild the LAFC Premises, including all Improvements and Stadium Equipment thereon, and (B) receive, use and apply Loss Proceeds in the event of any Casualty or Condemnation in accordance with and subject to the terms, conditions and priorities set forth in the LAFC Lease, which terms shall control over any conflicting provision in any of the Master Agreements;

(ix) the transfer by USC to LAFC of all Sports Arena Rights, including the sublease and/or irrevocable sub-license to use all trademarks and service marks associated with the Sports Arena and granted to USC by the Commission under the Current USC Lease;

(x) the Permitted Transfer provisions of the LAFC Lease and LAFC's right to enter into any Project Contracts, which in each case will not require further consent or approval by District;

(xi) the provisions of the LAFC Lease or this Agreement that specify terms, covenants, agreements, conditions or provisions contained in the Master Agreements that are not applicable to LAFC, the LAFC Premises or any of LAFC's permitted uses, such as, for example, the Prior USC Agreement or any other provisions in any of the Master Agreements that relate solely to the Coliseum or Commission's or USC's obligations or liabilities with respect to the Coliseum Property; and

(xii) that nothing contained in the USC NDA Lease or the 2054 Lease shall in any manner limit, modify, diminish, waive, release, terminate or otherwise adversely affect any of the LAFC Lease Rights, including any and all provided in the LAFC Lease Documents.

2.2. Conflicts. District acknowledges and agrees that, to the extent there is any conflict or inconsistency between the terms, conditions and provisions of the LAFC Lease Documents and the terms, conditions and provisions of any of the Master Agreements related to LAFC, the LAFC Premises, or the LAFC Lease Rights, the terms, conditions and provisions of the LAFC Lease Documents, as the case requires, will govern and control and no default or breach by any party under the Master Agreements shall arise or be deemed to exist as a result of LAFC's actions and performance in compliance with the terms, conditions and provisions of the LAFC Lease Documents, even if in conflict or inconsistent with the terms, conditions and provisions of any of the Master Agreements.

2.3. Rights Under Master Agreements. To the extent (i) any Master Agreements grant USC any rights, benefits, privileges and remedies which relate to the LAFC Premises or which may be required by LAFC for the full use and enjoyment of the LAFC Premises and the LAFC Lease Rights, and (ii) such rights, benefits and privileges are not otherwise provided for directly in the LAFC Lease Documents, then District agrees that LAFC shall have the benefit of all such rights, benefits and privileges without (1) subjecting USC to any liability, cost or expense, (2) limiting, modifying, waiving, releasing, terminating or otherwise adversely affecting any Party's rights or interests under any of the Master Agreements, and (3) USC or LAFC being deemed in default under any of the Master Agreements, provided that such rights, benefits and privileges are exercised or used in compliance with the LAFC Lease. Without limiting or modifying any of the terms of the LAFC Lease Documents, the terms of this Section 2.3 will not apply to the USC NDA, USC signage rights or to USC lease options (options to lease or options to extend the term under a lease), subject to the terms of the Tri-Party Agreement.

2.4. Additional District Agreements. Without limiting or modifying any other terms of this Agreement, including the consent in Section 2.1 above, and in consideration of the substantial investment to be made by LAFC in connection with the redevelopment of the LAFC Premises, District hereby acknowledges and agrees as follows:

(i) The execution, delivery, and performance of, and compliance with, the LAFC Lease by USC and/or LAFC, including LAFC's use, exercise or performance of, or compliance with any LAFC Lease Rights under and in accordance with the terms of the LAFC Lease shall not be deemed or constitute a breach of or a default under any of the Master Agreements. As used herein, the term "**LAFC Lease Rights**" shall collectively mean any and all rights, interests, benefits, privileges, uses (including all of the foregoing in Section 2.1 above), options (including Extension Options), obligations, liabilities, remedies, terms, covenants, conditions, provisions and agreements contained in or provided under the LAFC Lease Documents, including (A) the right to exclusive possession of the LAFC Premises for the Term of the LAFC Lease, (B) any and all

additional and/or beneficial rights available to LAFC under any of the Master Agreements as provided in any of the LAFC Lease Documents, (C) all parking and other rights to the use of District Property under the LAFC Lease Documents, and (D) all priority scheduling rights with respect to events in Exposition Park as provided in this Agreement. As used in this Agreement, the term "**LAFC Lease Documents**" shall collectively mean the LAFC Lease, this Agreement, the OEA, the Supplemental Agreement and the Tri-Party Agreement.

(ii) District agrees that it will not do, suffer or permit, or agree to enter into any transaction or agreement, modify or terminate any existing document or agreement or undertake or permit any action or proceeding with respect to or affecting the LAFC Premises or the Project or the use or operation thereof, which would in any manner (A) limit, diminish, interfere with, prevent, delay or otherwise materially and adversely affect LAFC's Lease Rights and the exercise thereof by LAFC including, without limitation, the uses of the LAFC Premises under the LAFC Lease, the use of the Coliseum as permitted under the LAFC Lease, the use of any portions of the District Property pursuant to the this Agreement or the OEA and the operation of any permitted business operation, event or activity on the LAFC Premises as provided in the LAFC Lease Documents, (B) subject LAFC to any additional cost, liability or expense not otherwise expressly provided in or contemplated by the LAFC Lease Documents, or (C) unreasonably interfere with, prevent, delay or disrupt any construction or maintenance activities being performed by or on behalf of LAFC in accordance with the terms of the LAFC Lease Documents and any Final Approvals obtained by LAFC in connection therewith.

(iii) District agrees to cooperate with LAFC in all reasonable respects concerning the effectuation of any matter that may require the participation of District either as the fee owner of the District Property or with respect to any matter requiring the consent of District under any of the Master Agreements, including LAFC's efforts to obtain all Final Approvals required by LAFC (A) for the Project and LAFC's use of the LAFC Premises as required by LAFC under and pursuant to the LAFC Lease, (B) to perform any Construction, Restoration or other maintenance or repair work, including necessary replacements permitted under the LAFC Lease, (C) with respect to its contest rights under the LAFC Lease, and (D) to accomplish any tax division contemplated under the LAFC Lease to cause the LAFC Premises to be separately assessed from the balance of the Master Premises. Notwithstanding the foregoing, District's obligation to cooperate will not apply to the extent that any matter requiring District's cooperation would (A) materially and adversely affect the District or District Property, (B) subject District to any material cost, expense, obligation or liability (unless LAFC provides District with an indemnity or other assurances related to such cooperation request and the subject matter thereof that is reasonably satisfactory to District), or (C) render District or any portion of the District Property to be in violation of any applicable Laws, and except as provided herein, District's cooperation shall not be unreasonably withheld, conditioned or delayed. If District reasonably determines that any matter for which LAFC requires its cooperation hereunder would result in a situation described in any of clauses (A), (B) or (C) above, then District shall promptly notify LAFC and District and LAFC shall thereafter agree to meet and confer to resolve such matter to District's reasonable satisfaction. Subject to the terms of this Section 2.4(iii), District agrees to (1) review any submittals furnished by LAFC, (2) execute any application or petition required to be signed by the fee owner of the District Property, including the LAFC Premises, for purposes of carrying out any of LAFC's rights, duties or obligations under the LAFC Lease Documents or any of the Master Agreements, (3) execute or consent to, acknowledge and deliver any public utility easements or agreements required to provide utility service to the LAFC Premises, including all Improvements located thereon, in such form as may be reasonably acceptable to District, and (4) execute a waiver, disclaimer or subordination, as the case may be, in favor of any Leasehold Mortgagee, holder of any Equipment Lien or other bona fide third party lender providing

financing to LAFC, of any ownership and/or lien rights which District may have or claim in connection with (a) any salvage material from demolition of the Sports Arena, (b) all Improvements made to the LAFC Premises during the Term of the LAFC Lease, including the Stadium (other than District's reversionary interest), (c) all Stadium Equipment acquired and/or installed by or on behalf of LAFC during the Term of the LAFC Lease (other than District's reversionary interest to the extent any Stadium Equipment constitutes a real property fixture), (d) all of LAFC's FF&E, and (e) any other tangible and intangible property of LAFC, including, without limitation, plans, specifications, Project Contracts, Project Revenues, inventory, accounts, books, records or other assets. District's agreements in this Section 2.4 shall be without cost or expense to District, and LAFC agrees to reimburse District for all reasonable third party out-of-pocket costs and expenses incurred by District in connection with its performance under this paragraph.

(iv) District hereby agrees that Section 5 of the USC NDA will not apply to LAFC, the LAFC Lease, the LAFC Premises or serve to limit, modify or adversely affect LAFC's Lease Rights, and District hereby waives all terms, notices, covenants, conditions and provisions in any of the Master Agreements related to the closure and redevelopment of the Sports Arena, including any termination rights that District may have thereunder. The terms of the foregoing waiver shall inure to the benefit of USC for so long as the LAFC Lease remains in effect and in no event will USC be or be deemed in default or breach under any of the Master Agreements related to the closure of the Sports Arena and the Initial Development of the Stadium by LAFC under and pursuant to the LAFC Lease.

(v) At all times during the Term of the LAFC Lease, District shall take all action within its reasonable control (including necessary communications with State, County or City law enforcement, traffic enforcement or District security personnel) during any Coliseum Priority Event (as hereinafter defined), any other Coliseum Event and any LAFC Event, including MLS Games, to afford to LAFC (for the benefit of LAFC, its agents, employees, contractors, vendors, licensees, concessionaires, subtenants, invitees, customers and guests) continuous, full and unimpeded access to the LAFC Premises (including all Premises Parking Areas) for all permitted uses of the LAFC Premises, including the Stadium and all Premises Ancillary Businesses, including for all related uses and purposes, including access, parking, deliveries, loading and receiving, provided LAFC shall pay the District's normal and customary charges to Exposition Park entities for such action. District and LAFC shall coordinate such actions and charges in advance of any applicable LAFC Event.

(vi) District hereby acknowledges and agrees that it will not have the right to the use of any patents, tradenames, trademarks, trade secrets, copyrights or other intellectual property owned by LAFC or MLS in any context without the prior written consent of LAFC.

(vii) In the event any casualty, condemnation or other event renders the number of parking spaces in District Parking Areas unusable for the normal conduct of business operations on the LAFC Premises, including LAFC Events, and all other uses and business operations conducted thereon, then without limiting any rights or remedies available to LAFC under any of the LAFC Lease Documents, at law or in equity, if District does not replace the unusable parking spaces or otherwise provide other parking areas in substitution thereof so as to permit the normal conduct of LAFC's business operations, then provided that (A) sufficient land area owned or controlled by District is available in or near Exposition Park, (B) District and LAFC can agree on mutually acceptable terms and conditions related thereto, (C) LAFC can obtain such other agreements, assurances and approvals as may be necessary or required in connection therewith (including applicable cost allocation and/or recapture agreements), then LAFC shall have the

right, but not the obligation, to elect to construct the replacement parking spaces or area, which may include a multi-story parking deck structure to replace the lost parking spaces in order to continue the LAFC use at the LAFC Premises.

(viii) For purposes of the LAFC Lease, an event or activity will not be deemed "hazardous" or "ultra-hazardous" unless it is performed with willful and reckless disregard for the health and safety of Stadium patrons or other persons or property on the LAFC Premises (or other proximate portions of the District Property), as opposed to an otherwise dangerous activity performed in accordance with all applicable safety and legal requirements. *[For example, a fireworks display may be a hazardous or ultra-hazardous activity, but if performed by a professional pyrotechnic specialist in accordance with all industry safety and legal requirements, it can be performed safely for Stadium patrons and other persons or property on the LAFC Premises (or other proximate portions of the District Property) without being prohibited under the LAFC Lease.*

(ix) Anything to the contrary in the Master Agreements notwithstanding, after the Initial Development of the Project, District will have no further approval rights with respect to any alterations, additions or improvements on the LAFC Premises, including any Construction that is internal to any building, except in connection with any material exterior alteration, improvement or addition, or any expansion of the Stadium Building or any increase in the seating capacity of the Stadium. The terms of the foregoing waiver of approval rights shall inure to the benefit of Commission and USC for so long as the LAFC Lease remains in effect and in no event will Commission or USC be or be deemed in default or breach under any of the Master Agreements related to any other construction, alteration, renovation, or restoration activity undertaken by LAFC in compliance with the LAFC Lease or, as applicable, this Agreement.

(x) District acknowledge and agrees to the terms of Section 3.4(viii) hereof.

3. **Commission Agreements**.

3.1. Consent. Commission hereby consents to the LAFC Lease, the execution thereof by USC and all of the terms, covenants, conditions, provisions and agreements contained therein. Without limiting or modifying Commission's agreements set forth in this Agreement, the foregoing consent shall not (i) amend or modify the Current USC Lease as between Commission and USC, or (ii) impose any liability or obligation on Commission, except in each case, as expressly provided in this Agreement. Without limiting the generality of the foregoing, Commission hereby acknowledges, agrees and/or approves, as the case may be, the following:

(i) all permitted uses available to LAFC under the LAFC Lease, including all uses available to LAFC under the Coliseum District Specific Plan and Soccer Stadium and Coliseum Sign District, as amended for the Project as part of any Final Approvals, and all uses of the Coliseum as provided in the LAFC Lease, it being expressly understood and agreed that in no event shall (A) any such permitted uses by LAFC to the extent exercised in compliance with the LAFC Lease be deemed a default by USC or LAFC under any of the Master Agreements, (B) the execution, delivery and performance of, and compliance with, the terms of the LAFC Lease by USC or LAFC be deemed a breach or default by USC under any of the Master Agreements; and (C) the expiration or termination of the Current USC Lease or the termination of USC's rights, titles or interests in the Master Premises limit, modify or adversely affect any such permitted uses;

(ii) the Initial Term of the LAFC Lease which is coterminous with the Sports Arena Ground Lease;

(iii) that LAFC has no obligation to pay to Commission directly or indirectly any rent, additional rent or other amounts of any kind under (A) the Current USC Lease, (B) this Agreement, except as otherwise expressly provided herein, or (C) until such time, if any, as Commission shall succeed to the interest of the landlord under the LAFC Lease pursuant to this Agreement, under the LAFC Lease, including any amounts related to the LAFC Premises or the use thereof for any of the permitted uses thereunder;

(iv) that LAFC has the right, pursuant to and in accordance with the LAFC Lease, to (A) pursue and obtain all Final Approvals for the Project, (B) demolish the existing Sports Arena Property building and improvements, including any and all personal property, trade fixtures, equipment or systems contained therein and not removed from the Sports Arena prior to USC's delivery of possession thereof to LAFC under the LAFC Lease, and (C) design, permit, construct and/or install (and to enter into all necessary contracts for the design, permitting, construction and/or installation of) all Improvements related to the Project, including (1) all related on-site and off-site improvements, subject to the terms of the OEA, and (2) subject to the sign restrictions in Section 8.2(c) of the Current USC Lease, as amended in Section 3.3.2(iv) hereof, which restrictions LAFC acknowledges shall inure to the benefit of Commission and will not be waivable by USC without Commission's approval, all on-site and off-site signage permitted under the LAFC Lease to the extent allowed under the Soccer Stadium and Coliseum Sign Plan, in each case as the Project is finally permitted and approved by the City in connection with LAFC's Final Approvals, and Commission acknowledges that no further approvals are required from Commission under any of the Master Agreements or otherwise in connection with the foregoing related to the Project, including any approvals under Sections 12 or 13 of the Current USC Lease;

(v) that all Improvements and Stadium Equipment constructed and/or installed on the LAFC Premises shall be owned by, and remain the property of, LAFC during the entire Term of the LAFC Lease as provided therein;

(vi) that Commission shall have no right to receive any Project Revenue under the LAFC Lease including, without limitation, from (A) any LAFC Events or other business operations on or from the LAFC Premises, (B) all Stadium naming rights, signage and advertising rights, (C) all Project Contracts, (D) any permitted use of the Coliseum under the LAFC Lease; and (E) any permitted use of District Property; provided, however, and without limiting or modifying the terms of this clause (vi) as to LAFC, nothing in this clause (vi) will limit or modify Section 4.3 of the Current USC Lease as between Commission and USC;

(vii) LAFC's rights of contest under the LAFC Lease and all other rights and remedies available to LAFC under the LAFC Lease, including all applicable cure periods available to LAFC thereunder, and all MLS and Leasehold Mortgagee's rights and options under the LAFC Lease, it being expressly understood and agreed that with respect to the LAFC Premises only, if any obligations of USC under the Current USC Lease or any other Master Agreements with respect to the Sports Arena Property are performed by LAFC under the LAFC Lease with respect to the LAFC Premises, then (A) LAFC's performance thereof under the LAFC Lease shall be accepted by Commission as the performance of USC under the Current USC Lease or applicable Sports Arena Agreement, and (B) in the event any such obligation is not timely performed by LAFC under the LAFC Lease, USC will not be deemed in default under the Current USC Lease or any other Master Agreements (and Commission will not exercise any remedies available to Commission thereunder related to such failure of performance) unless and until such obligation remains unsatisfied after (1) LAFC's receipt of either (x) a Notice of Default under the LAFC Lease, or (y) a notice from Commission to USC and LAFC that USC has failed to perform an

obligation under the Current USC Lease that LAFC is required to but has failed to timely perform in accordance with the terms of the LAFC Lease, and (2) the expiration of all applicable cure periods and rights under the LAFC Lease;

(viii) LAFC's rights to (A) repair, restore or rebuild the LAFC Premises, including all Improvements and Stadium Equipment thereon, and (B) receive, use and apply Loss Proceeds in the event of any Casualty or Condemnation in accordance with and subject to the terms, conditions and priorities set forth in the LAFC Lease, which terms as to LAFC shall control over any conflicting provision in any of the Master Agreements, and the remaining Loss Proceeds, if any, that USC is entitled to receive under the LAFC Lease, shall be allocated between Commission and USC (x) in accordance with the terms of the Current USC Lease with respect Loss Proceeds arising out of Casualty, or (y) proportionately based on the relative value of their respective interests in the LAFC Premises under the Current USC Lease with respect to Loss Proceeds arising out of Condemnation;

(ix) the transfer by USC to LAFC of all Sports Arena Rights, including the sublease and/or irrevocable sub-license to use all trademarks and service marks associated with the Sports Arena and granted to USC by the Commission under the Current USC Lease, which shall be used by LAFC (if at all) for the limited purpose of creating some type of on-site tribute, memorial or honorarium to memorialize the history, tradition and memory of the Sports Arena;

(x) the Permitted Transfer provisions of the LAFC Lease and LAFC's right to enter into any Project Contracts, which in each case will not require further consent or approval by Commission;

(xi) the provisions of the LAFC Lease or this Agreement that specify terms, covenants, agreements, conditions or provisions contained in the Master Agreements that are not applicable to LAFC, the LAFC Premises or any of LAFC's permitted uses, such as, for example, the Prior USC Agreement or any other provisions in any of the Master Agreements that relate solely to the Coliseum or Commission's or USC's obligations or liabilities with respect to the Coliseum Property; and

(xii) LAFC's right to use the Tenant Sign Area on the Freeway Sign for the Term of the LAFC Lease at no additional cost in accordance with the terms of the LAFC Lease, which right Commission agrees shall be binding upon any future owner or lessee of the Freeway Sign, and Commission shall take such action as may be necessary or required in connection with any transfer or succession of ownership or any other easement, lease, license or use related agreement to or with respect to the Freeway Sign (or any right, title or interest therein), to ensure that such transfer or succession or such easement, lease, license or use related agreement is subject to LAFC's rights to the use of the Tenant Sign Area. Nothing in this Section 3.1(xii) will limit or modify the terms of Section 8.2(e) of the Current USC Lease.

3.2. Conflicts. Commission acknowledges and agrees that, to the extent there is any conflict or inconsistency between the terms, conditions and provisions of the LAFC Lease Documents and the terms, conditions and provisions of the Master Agreements related to LAFC, the LAFC Premises or the LAFC Lease Rights, the terms, conditions and provisions of the LAFC Lease Documents, as the case requires, will govern and control, and no default or breach by any party under the Master Agreements (to which Commission is a party or is otherwise subject to or bound by) shall arise or be deemed to exist as a result of LAFC's actions and performance in compliance with the terms, conditions and provisions of the LAFC Lease Documents, even if in conflict or inconsistent with the terms, conditions and provisions of any of the Master Agreements (to which Commission is a party or is otherwise subject to or bound by).

3.3. Rights Under USC Lease.

3.3.1 To the extent (i) any USC Lease grants rights, benefits, privileges and remedies to USC which relate to the LAFC Premises or which may be required by LAFC for the full use and enjoyment of the LAFC Premises and the LAFC Lease Rights, and (ii) such rights, benefits and privileges are not otherwise provided for directly in the LAFC Lease Documents, then Commission (and, as applicable, District) agree that LAFC shall have the benefit of all such rights, benefits and privileges, without (1) subjecting USC to any additional liability, cost or expense beyond USC's then-existing obligations and liabilities under the USC Lease which shall remain unchanged, subject to the terms of this Agreement, (2) limiting, modifying, waiving, releasing, terminating or otherwise adversely affecting any Party's rights or interests under any of the Master Agreements, and (3) USC or LAFC being deemed in default under any of the Master Agreements, provided that such rights, benefits and privileges are exercised or used in compliance with the LAFC Lease. The terms of this Section 3.3.1 will not apply to USC signage rights or to USC lease options (options to lease or options to extend the term under a lease), subject to the terms of the Tri-Party Agreement.

3.3.2 In addition to terms of Section 3.1.1 above, and notwithstanding anything to the contrary contained in the USC Lease, Commission (and to the extent applicable, District) acknowledge and agree as follows:

(i) Commission shall have no right to possess or use any portion of the LAFC Premises pursuant to Section 4.5 of the Current USC Lease.

(ii) LAFC shall have no obligation to hire or retain any employees of Commission under Article 7 of the Current USC Lease.

(iii) Commission Events under Section 6.1 of the USC Lease apply solely to the Coliseum and not to the LAFC Premises or the Stadium.

(iv) Commission and District acknowledge and agree that the restrictions on naming rights, signage and advertising in Section 8.2(c) of the Current USC Lease related to (i) compliance with NCAA or PAC-12 rules or policies ("**Collegiate Restriction**"), and (ii) compliance with International Olympic Committee rules or policies ("**Olympic Restriction**" which, together with the Collegiate Restriction is sometimes collectively referred to herein as the "**Signage Restrictions**"), are hereby modified, supplemented and clarified as follows:

(A) The Collegiate Restriction does not apply to LAFC, the LAFC Lease, the LAFC Premises, MLS Games or other LAFC Events; provided, however, LAFC acknowledges that the Collegiate Restriction may apply on a temporary basis with respect to (and only during) any permitted USC use of the Stadium Field pursuant to a USC Field Event; and

(B) The Olympic Restriction will apply to the Stadium only if any Olympic event is permitted to be held at the Stadium and then only to the extent required under International Olympic Committee rules or policies in connection with such event.

Notwithstanding the foregoing, Commission and District acknowledge and agree that, if at any time the Signage Restrictions are applicable on a temporary basis in the future, LAFC will not be required to modify, cover or remove any permanently installed exterior

signage or advertising device or medium on the LAFC Premises, including any building or free-standing exterior signs, but LAFC will be deemed to comply with the applicable Signage Restrictions if it causes any violating sign or advertisement that is located in the Stadium Building and is visible from the Stadium Field to be covered, turned off or otherwise not viewable from the Stadium Field during the applicable permitted USC Field Event or Olympic event (and only during such event).

(v) Commission shall deliver the Landlord Reports (as defined in Section 14.2 of the Current USC Lease) to LAFC simultaneous with their delivery to USC; provided, however that no failure to do so shall subject Commission to any liability.

3.4. Additional Agreements of Commission. Without limiting or modifying any other terms of this Agreement, including the consent in Section 3.1 above, and in consideration of the substantial investment to be made by LAFC in connection with the redevelopment of the LAFC Premises, Commission hereby acknowledges and agrees as follows:

(i) The execution, delivery, and performance of, and compliance with, the LAFC Lease by USC and/or LAFC, including LAFC's use, exercise or performance of, or compliance with, any of the LAFC Lease Rights shall not be deemed or constitute a breach of or a default under any of the Master Agreements.

(ii) Commission agrees that it will not enter into any transaction or agreement, modify or terminate any existing document or agreement, or undertake any action or proceeding with respect to or affecting the LAFC Premises or the Project or the use or operation thereof, which would in any manner (A) conflict with the terms of the LAFC Lease Documents, including anything that would limit, interfere with, delay or otherwise materially and adversely affect LAFC's Lease Rights and the exercise thereof by LAFC including, without limitation, the uses of the LAFC Premises under the LAFC Lease, the use of any portions of the District Property pursuant to this Agreement, the OEA or any other agreement mutually approved by District and LAFC with respect to any use of the District Property and the operation of any permitted business operation, event or activity on the LAFC Premises as provided in the LAFC Lease Documents, (B) subject LAFC to any additional cost, liability or expense not otherwise expressly provided in or contemplated by the LAFC Lease Documents, or (C) unreasonably interfere with, prevent, delay or disrupt any construction or maintenance activities being performed by or on behalf of LAFC in accordance with the terms of the LAFC Lease, including any Final Approvals obtained by LAFC in connection therewith.

(iii) Commission agrees to cooperate with LAFC in all reasonable respects concerning the effectuation of any activity permitted by the LAFC Lease Documents that may require the participation of Commission either as ground tenant under the Sports Arena Ground Lease or landlord under the Current USC Lease or with respect to any matter requiring the consent of Commission under any of the Master Agreements, including LAFC's efforts to obtain all Final Approvals required by LAFC (A) for the Project and LAFC's use of the LAFC Premises as required by LAFC under and pursuant to the LAFC Lease, (B) to perform any Construction, Restoration or other maintenance or repair work, including necessary replacements permitted under the LAFC Lease, (C) with respect to its contest rights under the LAFC Lease, and (D) to accomplish any tax division contemplated under the LAFC Lease to cause the LAFC Premises to be separately assessed from the balance of the Master Premises. Notwithstanding the foregoing, Commission's obligation to cooperate will not apply to the extent that any matter requiring Commission's cooperation would (1) materially and adversely affect the Commission or its interest in the Master Premises, (2) subject Commission to any material cost, expense, obligation

or liability, or (3) render Commission or any portion of the Master Premises to be in violation of any applicable Laws, and except as provided herein, Commission's cooperation shall not be unreasonably withheld, conditioned or delayed. If Commission reasonably determines that any matter for which LAFC requires its cooperation hereunder would result in a situation described in any of clauses (1), (2) or (3) above, then Commission shall promptly notify LAFC and Commission and LAFC shall thereafter agree to meet and confer to resolve such matter to Commission's reasonable satisfaction. Subject to the terms of this Section 3.4(iii), in connection therewith, Commission agrees to (a) review any submittals furnished by LAFC, (b) execute any application or petition required to be signed by Commission as landlord under the Current USC Lease or tenant under the Sports Arena Ground Lease, (c) execute, consent to or acknowledge any public utility easements or agreements required to provide utility service to the LAFC Premises, including all Improvements located thereon, in such form as may be reasonably acceptable to Commission, and (d) execute a waiver, disclaimer or subordination, as the case may be, in favor of any Leasehold Mortgagee, holder of any Equipment Lien or other bona fide third party lender providing financing to LAFC, of any ownership and/or lien rights which Commission may have or claim in connection with (I) any salvage material from demolition of the Sports Arena, (II) all Improvements made to the LAFC Premises during the Term of the LAFC Lease, including the Stadium (other than Commission's reversionary interest therein), (III) all Stadium Equipment acquired and/or installed by or on behalf of LAFC (other than Commission's reversionary interest therein to the extent that any Stadium Equipment constitutes a real property fixture), (IV) all of LAFC's FF&E, and (V) any other tangible and intangible property of LAFC, including, without limitation, plans, specifications, Project Contracts, Project Revenues, inventory, accounts, books, records or other assets. Commission's agreements in this Section 3.4 shall be without cost or expense to Commission, and LAFC agrees to (x) indemnify, defend and hold Commission harmless from and against any and all claims, demands, damages, liabilities, costs and expenses (including reasonable attorneys' fees) which Commission may pay, suffer or incur by cooperating with LAFC hereunder, and (y) reimburse Commission for all reasonable third party out-of-pocket costs and expenses incurred by Commission in connection with its performance under this paragraph.

(iv) Commission hereby agrees that Sections 12 and 13.1 of the Current USC Lease will not apply to LAFC, the LAFC Lease, the LAFC Premises or serve to limit, modify or adversely affect LAFC's Lease Rights, and Commission hereby waives all terms, notices, covenants, conditions and provisions in any of the Master Agreements related to the closure and redevelopment of the Sports Arena, including any termination rights that Commission may have thereunder, including any termination right under Section 12.2 of the Current USC Lease. Anything in any of the Master Agreements to the contrary notwithstanding, Commission acknowledges that the Project is an authorized redevelopment of the Sports Arena Property and that, in conjunction with USC's delivery of the LAFC Premises to LAFC under the LAFC Lease, USC may cease operations of the Sports Arena. The terms of the foregoing waiver shall inure to the benefit of USC for so long as the LAFC Lease remains in effect and in no event will USC be or be deemed in default or breach under any of the Master Agreements related to the closure of the Sports Arena and the Initial Development of the Stadium by LAFC under and pursuant to the LAFC Lease or to any other construction, alteration, renovation or restoration activity undertaken by LAFC in compliance with the LAFC Lease or, as applicable, this Agreement.

(v) Commission hereby acknowledges and agrees that it will not have the right to the use of any patents, tradenames, trademarks, trade secrets, copyrights or other intellectual property owned by LAFC or MLS in any context without the prior written consent of LAFC.

(vi) Commission acknowledges and agrees with the terms of Section 2.4(viii) above.

(vii) Anything to the contrary in the Master Agreements notwithstanding, after the Initial Development of the Project, Commission will have no further approval rights with respect to any alterations, additions or improvements on the LAFC Premises, including any Construction that is internal to any building, except in connection with any material exterior building alteration, improvement or addition or any expansion of the Stadium Building. The terms of the foregoing waiver of approval rights shall inure to the benefit of USC for so long as the LAFC Lease remains in effect and in no event will USC be or be deemed in default or breach under any of the Master Agreements related to any other construction, alteration, renovation, or restoration activity undertaken by LAFC in compliance with the LAFC Lease or, as applicable, this Agreement.

(viii) Commission acknowledges and agrees that the thirty (30) day time period set forth in Section 13.4 of the Current USC Lease will, with respect to the LAFC Lease and LAFC Premises, be amended to ninety (90) days (but in any case within fifteen (15) days after receipt of notice of commencement of any foreclosure proceedings).

3.5. Closing Ceremony. LAFC agrees to cooperate with Commission with respect to the scheduling of a closing ceremony that Commission would like to host, at Commission's expense, with respect to the Sports Arena prior to the demolition of the Sports Arena; provided, however, Commission acknowledges that such cooperation and scheduling cannot unreasonably delay LAFC's construction schedule for the Stadium Project.

4. **Recognition, Non-Disturbance and Attornment**.

4.1. Recognition and Non-Disturbance. As a material inducement to LAFC to enter into the Ground Lease and to make a substantial investment in the LAFC Premises in connection with the redevelopment of the Sports Arena Property (and the development, construction, operation and use of the Project and Stadium) based on a sub-subleasehold interest in the LAFC Premises, the District and Commission have agreed to provide LAFC with the following recognition and non-disturbance agreements and assurances:

(i) If, during the Initial Term of the LAFC Lease, (A) the Sports Arena Ground Lease terminates, and/or (B) the interest of the Commission in the LAFC Premises is terminated, and if at such time the USC Lease remains in effect, then:

(1) the USC Lease will continue as a direct lease with District;

(2) District acknowledges and agrees that the LAFC Lease Documents (and all of LAFC's Lease Rights) will remain unchanged and continue in full force and effect with the LAFC Lease then being a sublease between USC and LAFC; and

(3) this Agreement, including District's recognition and non-disturbance agreements contained herein with respect to LAFC, the LAFC Lease Documents and the LAFC Lease Rights, shall remain unchanged and in full force and effect in accordance with their respective terms, except that Commission shall have no further rights under any of the LAFC Lease Documents or Master Agreements.

(ii) If, during the Initial Term of the LAFC Lease, (A) the USC Lease expires, terminates (whether in whole or in part as to the LAFC Premises) or is nullified, and/or (B) the interest of USC in the LAFC Premises is terminated, and if at such time the Sports Arena Ground Lease remains in effect, then:

(1) the Sports Arena Ground Lease will continue as a direct lease between District and Commission;

(2) District acknowledges and agrees that (a) the LAFC Lease Documents (and all of LAFC's Lease Rights) will remain unchanged and continue in full force and effect with the LAFC Lease then being a sublease between Commission and LAFC, and (b) this Agreement, including District's recognition and non-disturbance agreements contained herein with respect to LAFC, the LAFC Lease Documents and the LAFC Lease Rights, shall remain unchanged and in full force and effect in accordance with their respective terms, except that USC will have no further rights under any of the LAFC Lease Documents or Master Agreements; and

(3) Commission agrees that (a) the LAFC Lease and LAFC Lease Rights will not be terminated or disturbed in any manner, (b) the LAFC Lease will be recognized by Commission as a direct lease between Commission and LAFC in accordance with all of the terms, conditions and provisions of the LAFC Lease, and (c) the LAFC Lease Documents (and all of LAFC's Lease Rights) will remain unchanged and continue in full force and effect, except that USC will have no further rights under any of the LAFC Lease Documents.

The foregoing recognition agreement is not intended to limit any remedies available to the landlord under the LAFC Lease in the event of a Default by LAFC thereunder which continues after receipt of a Notice of Default by LAFC, MLS and any Leasehold Mortgagee and the expiration of any applicable cure period or cure rights thereunder.

(iii) If, at any time during the Term of the LAFC Lease, including any Extension Term, (A) the USC Lease expires or terminates (whether in whole or in part as to the LAFC Premises), and/or (B) the interest of USC in the LAFC Premises is terminated, and if at such time the USC Lease was a direct lease between District and USC as a result of the prior expiration or termination of the Sports Arena Ground Lease and/or Commission's rights and interests thereunder (i.e., all Master Leases have expired or terminated), then District agrees that (1) the LAFC Lease and LAFC Lease Rights will not be terminated or disturbed in any manner, (2) the LAFC Lease will be recognized by District as a direct lease between District and LAFC in accordance with all of the terms, conditions and provisions of the LAFC Lease, and (3) the LAFC Lease Documents (and all of LAFC's Lease Rights) will remain unchanged and continue in full force and effect, except that Commission and USC will have no further rights under any of the LAFC Lease Documents or Master Agreements. The foregoing recognition agreement is not intended to limit any remedies available to the landlord under the LAFC Lease in the event of a Default by LAFC thereunder which continues after receipt of a Notice of Default by LAFC, MLS and any Leasehold Mortgagee and the expiration of any applicable cure period or cure rights thereunder.

4.2. Non-Disturbance. Without limiting or modifying the terms of Section 4.1 above, the Parties acknowledge and agree that for so long as the LAFC Lease is in full force and effect and no Default remains uncured by LAFC under the LAFC Lease after receipt of Notice of Default by LAFC, MLS and any Leasehold Mortgagee and the expiration of any applicable cure period or cure rights thereunder, the LAFC Lease Documents and all LAFC Lease Rights will continue in full force and effect in accordance with their respective terms and shall not be terminated, interfered with, disturbed, impaired, diminished, or otherwise adversely affected in any manner as a result of (i) the expiration or termination of any Master Lease, (ii) the exercise of any right or remedy available to District or Commission, as the case may be, against the tenant under any of the Master Leases or otherwise in connection with any of the

Master Agreements, or (iii) any other act or omission of District or Commission. If any action or proceeding is commenced by District or Commission pursuant to any of the Master Agreements, LAFC shall not be named as a party therein unless such joinder shall be required by Law, and LAFC shall not thereby be subjected or exposed to any liability, cost or expense, and such joinder shall in no event create or cause a result which is contrary, inconsistent with or in violation of the preceding sentence in this Section 4.2, and such action or proceeding shall be made subject to the LAFC Lease Documents and all of the LAFC Lease Rights thereunder. For clarity, the Parties further acknowledge and agree that a default by LAFC under any of the LAFC Lease Documents (other than the LAFC Lease) will in no event be deemed a default by LAFC under the LAFC Lease without in any manner limiting or modifying the remedies available to a non-defaulting Party under any of the other LAFC Lease Documents.

4.3. Attornment. LAFC agrees that if District or Commission or any successor to either Party succeeds to landlord's interest under the LAFC Lease pursuant to Section 4.1 hereof (a "**Successor Landlord**"), LAFC will recognize and attorn to the Successor Landlord as landlord under the LAFC Lease as provided herein. Such attornment shall be self-operative without the necessity of the execution of any additional documentation. LAFC agrees, however, to execute any reasonable confirmatory instrument requested by a Successor Landlord to acknowledge such attornment. The Successor Landlord shall recognize and be bound to LAFC under all of the terms, covenants, provisions and conditions of the LAFC Lease in accordance with and subject to the terms of Sections 4.1 and 4.2 above; provided, however, notwithstanding any contrary term or provision in this Agreement, a Successor Landlord will not be: (i) liable for any act or omission of any prior landlord or any other person or entity, or obligated to cure any then-existing breach or default by any prior landlord under the LAFC Lease except to the extent that any Non-Monetary Default is continuing at the time of succession (a "**Continuing Default**") such that, upon the giving of notice to Successor Landlord and the expiration of any applicable cure period, such Continuing Default remains uncured, then such Continuing Default will constitute a Default by Successor Landlord under the LAFC Lease; (ii) subject to any offsets, defenses or claims which LAFC may have against any prior landlord, except that (A) to the extent a Successor Landlord pursues any claim under the LAFC Lease attributable to a period prior to the date of succession, then LAFC will not be waiving any rights hereunder with respect to any such pre-succession claim, and (B) a Successor Landlord will have no right, title or interest in any Rent Set-Off Amount held in escrow under the LAFC Lease at the time of succession and nothing herein will limit or modify LAFC's rights with respect to such funds; (iii) liable to LAFC for any Trust Funds or other amounts paid to and/or held by any prior landlord (or any other party on behalf of any prior landlord) except to the extent such Trust Funds or other amounts have been transferred to the Successor Landlord; (iv) bound by any pre-payments made by LAFC under the LAFC Lease, other than rents and other payments for the then-current rent payment period required to be made in advance under the terms of the LAFC Lease, or any Rent Set-Off Amount deposited into escrow thereunder with respect to such period; or (v) bound by any amendment or modification that would materially and adversely affect a Successor Landlord, consisting of any such amendment or modification that (A) decreases rent obligations in any material respect, (B) decreases Tenant's obligations or liabilities or Landlord's rights or remedies, in any material respect, or (C) increases Landlord's obligations or liabilities or Tenant's rights or remedies in any material respect.

4.4. Notice and Cure Rights. District agrees to provide LAFC with a copy of any and all notices (or other material correspondence, or communications) of any kind delivered or received by such Party under or related to any of the Master Agreements or any portion of the District Property that may affect LAFC, the LAFC Premises, the LAFC Lease Documents or the LAFC Lease Rights, including (A) matters related to parking or scheduling rights or issues, (B) all default notices under any of the Master Agreements, (C) any other matters related to Exposition Park, including events, meetings, hearings or other material matters, and (D) Real Estate Taxes (including any bill or statement or any reassessment notice received by such Party) affecting the LAFC Premises; provided, however, District's failure to give LAFC notice shall not limit or modify District's rights under any applicable Master Agreement.

Commission agrees to provide LAFC with a copy of any and all notices delivered by or to Commission that may affect the LAFC Lease Documents, including all default notices under any of the Master Agreements; provided, however, Commission's failure to give LAFC notice shall not limit or modify Commission's rights under any applicable Master Agreement or impose any obligations upon Commission. Without limiting or modifying the foregoing:

(i) District agrees to deliver written notice to LAFC with respect to (A) any default by USC under any of the Master Agreements by USC, which notice will be delivered to LAFC concurrently with District's delivery of any notice of default to USC and contain a description of the nature and extent of such default, (B) the commencement of any legal action by District against USC under any of the Master Agreements, (C) any proposed cancellation or termination of a Master Agreement, which notice shall be delivered to LAFC at least fifteen (15) days prior to the effective date of such cancellation or termination, and (D) any proposed transfer of a Master Agreement or the Master Premises (or any interest in either) by any party thereto, which notice shall be delivered to LAFC at least fifteen (15) days prior to the effective date of such transfer and shall contain a description of the interest being transferred and the transferee thereof. District agrees that LAFC shall have the right (but not the obligation) to cure any default by USC under any Master Agreement within the same amount of time that USC may have to cure such default, with such period commencing after the expiration of USC's applicable cure period thereunder and USC's failure to either cure such default or to commence to cure such default and thereafter to diligently prosecute the cure thereof to completion, in which event District agrees to accept such cure as fully as if such cure had been paid or performed by USC, and USC shall reimburse LAFC for any reasonable amount paid and any reasonable expense or contractual liability so incurred in accordance with the terms of Section 23.8.2 of the LAFC Lease.

(ii) Commission agrees to deliver written notice to LAFC with respect to (A) any default by USC under the Current USC Lease, which notice will be delivered to LAFC concurrently with Commission's delivery of any notice of default to USC and contain a description of the nature and extent of such default, (B) the commencement of any legal action by Commission against USC under the Current USC Lease, (C) any proposed cancellation or termination of the Current USC Lease, which notice shall be delivered to LAFC at least fifteen (15) days prior to the effective date of such cancellation or termination, and (D) any proposed transfer of the Current USC Lease or the Master Premises (or any interest in either) by either Commission or USC, which notice shall be delivered to LAFC at least fifteen (15) days prior to the effective date of such transfer and shall contain a description of the interest being transferred and the transferee thereof. Commission agrees that LAFC shall have the right (but not the obligation) to cure any default by USC under the Current USC Lease within the same amount of time that USC may have to cure such breach, with such period commencing after the expiration of USC's applicable cure period thereunder and USC's failure to either cure such default or to commence to cure such default and thereafter to diligently prosecute the cure thereof to completion, in which event Commission agrees to accept such cure as fully as if such cure had been paid or performed by USC, and USC shall reimburse LAFC for any reasonable amount paid and any reasonable expense or contractual liability so incurred in accordance with the terms of Section 23.8.2 of the LAFC Lease.

The Parties acknowledge and agree that nothing contained in this Section 4.4 shall in any manner be deemed to limit, modify, release, waive, terminate or otherwise adversely affect any of the other terms and provisions of this Agreement.

4.5. Termination or Modification of Master Agreements. District and Commission agree that any Master Agreement to which it is a party will not be terminated (by mutual and voluntary assent, as

opposed to pursuant to a vested termination right contained therein as of the Effective Date of this Agreement), modified or amended during the Term of the LAFC Lease in any manner that would materially and adversely affect LAFC without the prior written consent of LAFC as hereinafter provided. The Parties acknowledge that LAFC's consent may be withheld in its sole and absolute discretion with respect to any termination of a Master Agreement or with respect to any amendment or modification thereof, but only to the extent that such amendment or modification would (i) terminate, decrease, limit, impair, restrict, interfere with, prevent, delay or otherwise materially and adversely affect LAFC's Lease Rights and the exercise thereof by LAFC including, any permitted uses under the LAFC Lease Documents, the operation of any permitted business operation, event or activity on the LAFC Premises as provided in the LAFC Lease Documents and/or any remedy available to LAFC, (ii) subject LAFC to any additional cost or expense not otherwise expressly provided in or contemplated by the LAFC Lease Documents, including anything that would increase LAFC's obligations or liabilities under the LAFC Lease Documents, or (iii) unreasonably interfere with, prevent, delay or disrupt any construction or maintenance activities being performed by or on behalf of LAFC in accordance with the terms of the LAFC Lease and any Final Approvals obtained by LAFC in connection therewith; otherwise LAFC shall have no approval or consent right with respect to any termination, modification or amendment of any Master Agreement. District and Commission further agree that any modification of the Master Agreements made in violation or breach of this Section 4.5 shall not be binding upon, and shall be of no force or effect with respect to, LAFC, the LAFC Lease, the LAFC Premises or the LAFC Lease Rights.

5. **Representations and Warranties of LAFC**. LAFC represents, warrants and covenants to District and Commission as follows:

5.1. Organization and Authority. LAFC is duly organized, validly existing and in good standing under the Laws of the State of Delaware. LAFC is authorized to transact business in the State of California. LAFC has full power and authority to enter into and perform this Agreement in accordance with its terms, and the persons executing this Agreement on behalf of LAFC have been duly authorized to do so, and neither the execution of this Agreement nor the consummation of the transactions they contemplate violates or will result in a violation of (i) any agreement (including LAFC's organizational documents) or contract to which LAFC is a party or is bound, (ii) any judgment, order, writ, injunction or decree issued against or imposed upon LAFC, or (iii) any applicable Law. This Agreement constitutes the valid, legal and binding agreements and obligations of LAFC enforceable against LAFC in accordance with the terms hereof.

5.2. LAFC Lease. **Exhibit C** attached hereto is a true, correct and complete copy of the LAFC Lease, which together with the other LAFC Lease Documents and Master Agreements constitute the entire agreement of LAFC with respect to the lease and use of the LAFC Premises. As of the Effective Date of this Agreement, the LAFC Lease has not been amended or modified in any manner or respect.

6. **Representations, Warranties and Covenants of District**. The District represents and warrants to LAFC as follows:

6.1. Due Authorization and Execution. District is duly organized, validly existing and in good standing under the Laws of the State of California, and authorized to transact business in, the State of California. District has full power and authority to enter into and perform this Agreement in accordance with its terms, and the persons executing this Agreement on behalf of District have been duly authorized to do so, and neither the execution of this Agreement nor the consummation of the transactions they contemplate violates or will result in a violation of (i) any agreement (including District's organizational documents), contract, or other covenant, condition or restriction to which District is a party or is bound, including the Master Agreements, (ii) any judgment, order, writ, injunction or decree issued

against or imposed upon District, the Master Premises or any other portion of the District Property, or (iii) any applicable Law. This Agreement constitutes the valid, legal and binding agreements and obligations of District enforceable against District in accordance with the terms hereof.

6.2. Master Agreements. Exhibit N-1 (Commission Ground Leases), Exhibit N-2 (Current USC Lease), Exhibit N-3 (USC NDA), Exhibit N-4 (Sports Arena Option Agreement) and Exhibit N-5 (Joint Powers Agreement) in the forms attached to the LAFC Lease are true, correct and complete copies of the Master Agreements, and the Master Agreements constitute the entire agreement of District, Commission and USC with respect to Commission's lease of the Master Premises from District, USC's sublease of the Master Premises from Commission, USC's right to directly lease the Master Premises from District following the expiration or earlier termination of the Current USC Lease, and USC's use, parking and scheduling rights in Exposition Park. As of the Effective Date of this Agreement: (i) the Master Agreements have not been amended or modified in any manner or respect, except as set forth on said Exhibits N-1 through N-5 of the LAFC Lease, and except as provided in the LAFC Lease Documents; (ii) no notice of default or termination has been given or received by District under any of the Master Agreements, no default or event of default exists as of the Effective Date of this Agreement, and no act, event or condition has occurred which, with the giving of notice or passage of time, or both, will give rise to a default or event of default by any party to the Master Agreements after the Effective Date hereof, and each of the Master Agreements is in full force and effect and has not been terminated; (iii) other than the Commission Ground Leases, District has not entered into any lease or other occupancy agreement regarding the Master Premises, and has not approved and has no knowledge of any other lease, sublease or occupancy agreement in effect with respect to, or any option to lease or purchase any portion of the, Master Premises, other than the Current USC Lease and the LAFC Lease; (iv) District has not made any assignment, transfer or other disposition of any of the Master Agreements or its interest therein; and (v) District is the fee owner of the Master Premises, the Master Premises is free of any mortgage or other lien, claim, or encumbrance that is or would be superior to the Master Agreements or any of the LAFC Lease Documents, and there exist no other Persons possessing any applicable right, title or interest in and to any portion of the Master Premises that is required to be a party to this Agreement in order to render any of the terms hereof effective and binding as to District or which has or may have any right to consent or approve the terms hereof which are binding upon District and the Master Premises.

7. **Representations, Warranties and Covenants of Commission**. The Commission represents and warrants to LAFC as follows:

7.1. Due Authorization and Execution. The Commission is duly organized, validly existing and in good standing under the Laws of the State of California pursuant to the Joint Powers Agreement and authorized to transact business with respect to Master Premises in, the State of California. Commission has full power and authority to enter into and perform this Agreement in accordance with its terms, and the persons executing this Agreement on behalf of Commission have been duly authorized to do so, and neither the execution of this Agreement nor the consummation of the transactions they contemplate violates or will result in a violation of (i) any agreement (including the Joint Powers Agreement), contract, or other covenant, condition or restriction to which Commission is a party or is bound, including the Master Agreements, (ii) any judgment, order, writ, injunction or decree issued against or imposed upon Commission, the Master Premises or any other portion of the District Property as to which Commission has actual knowledge, or (iii) any applicable Law. This Agreement constitutes the valid, legal and binding agreements and obligations of Commission enforceable against Commission in accordance with the terms hereof.

7.2. Master Agreements. Exhibit N-1 (Commission Ground Leases), Exhibit N-2 (Current USC Lease), and Exhibit N-5 (Joint Powers Agreement) in the forms attached to the LAFC Lease are true, correct and complete copies of such documents. The Sports Arena Ground Lease and the Current USC

Lease constitute the entire agreement of District and Commission with respect to Commission's lease of the Master Premises from District, and the entire agreement between Commission and USC with respect to USC's sublease of the Master Premises from Commission. As of the Effective Date of this Agreement: (i) the Master Agreements have not been amended or modified in any manner or respect, except as set forth on said Exhibits N-1 through N-5 of the LAFC Lease, and except as provided in the LAFC Lease Documents; (ii) no uncured notice of default or termination has been given or received by Commission under any of the Master Agreements, to Commission's knowledge no default or event of default exists as of the Effective Date of this Agreement, and to Commission's knowledge no uncured act, event or condition has occurred which, with the giving of notice or passage of time, or both, will give rise to a default or event of default by any party to the Master Agreements after the Effective Date hereof, and each of the Master Agreements is in full force and effect and has not been terminated; (iii) other than the Commission Ground Leases and the Current USC Lease, Commission has not entered into any currently effective lease, sublease or other occupancy agreement regarding the Master Premises, and has not approved and has no knowledge of any other currently effective lease, sublease or occupancy agreement in effect with respect to, or any option to lease or purchase any portion of the, LAFC Premises, other than the LAFC Lease; (iv) Commission has not made any assignment, transfer or other disposition of any of the Master Agreements or its interest therein; and (v) Commission has no knowledge of any mortgage or other lien, claim, or encumbrance that is or would be superior to the Master Agreements or any of the LAFC Lease Documents, and to Commission's knowledge there exist no other Persons possessing any applicable right, title or interest in and to any portion of the Master Premises that is required to be a party to this Agreement in order to render any of the terms hereof effective and binding as to Commission or which has or may have any right to consent or approve the terms hereof which are binding upon Commission and the LAFC Premises.

8. **Event Scheduling and Priority**. All Exposition Park entities shall be obligated to calendar and coordinate all events with the Exposition Park Manager who shall be an individual appointed by the Governor of the State of California. If the individual appointed by the Governor as Exposition Park Manager is concurrently an employee of (or otherwise then affiliated with) an Exposition Park entity (such Exposition Park entity, solely for purposes of this Section 8, a "**Related Entity**") and if a determination is made by the Exposition Park Manager under this Agreement in favor of the Related Entity with which determination one or more other Exposition Park entities shall disagree, the dispute shall be submitted to the Secretary of the Natural Resources Agency for determination in a timely manner. For purposes of this Section 8, each day of a multi-day Museum Event, Special Event or Major Event shall be considered a separate Museum Event, Special Event or Major Event for purposes of scheduling.

8.1. Priorities. The scheduling of Special Events and Major Events in Exposition Park shall be on a "first-come, first-served" basis except as expressly set forth in this Section 8.1 and subject to Section 8.5 below.

8.1.1 USC shall have priority for calendaring its USC Home Football Games, as well as USC's 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**"), including priority over the events described in Sections 8.1.2, 8.1.3, 8.1.4, 8.1.5 and 8.1.6 below. USC shall provide its schedule for Coliseum Priority Events (other than Olympics and Special Olympics) as soon as such schedule is available and shall update it with the Exposition Park Manager as changes to the schedule are made, using commercially reasonable efforts to communicate such updates within three (3) business days of receipt of any such schedule changes.

8.1.2 Commission shall have priority for calendaring one Commission Event (as defined in the Current USC Lease) each year consisting of its annual July 4th 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 Coliseum Priority Events. Commission shall provide the Park Manager with its proposed date for the Commission Priority Event as soon as such date is available, and Commission acknowledges and agrees that, consistent with past practices, Commission will only have the use of the upper deck of the Science Center Structure during the Commission Priority Event.

8.1.3 LAFC shall have priority for calendaring MLS Home Games (as hereinafter defined) above all other Special Events and Major Events to be held in Exposition Park, other than Coliseum Priority Events and the Commission Priority Event ("**MLS Home Game Priority Events**") or as otherwise expressly provided in the LAFC Lease, including priority over the events described in Sections 8.1.4, 8.1.5 and 8.1.6 below. Notwithstanding the foregoing, LAFC acknowledges and agrees that one of the three California Science Center Significant Museum Priority Events contemplated under Section 8.1.4 below, which Museum Event is commonly known as the "*Discovery Ball*" may have priority over a MLS Home Game Priority Event on the date scheduled for the Discovery Ball, provided that the date for the Discovery Ball is posted on the Exposition Park calendar by October 1st of the calendar year prior to the year the Discovery Ball is scheduled to occur (the "**Discovery Ball Exception**"). For clarity, if the date for the Discovery Ball in the following calendar year is (i) scheduled on the Exposition Park calendar by October 1st of the current calendar year, then the Discovery Ball Exception will apply and LAFC will work with MLS to plan its MLS Home Game schedule for the following calendar year around the date of the Discovery Ball and LAFC may not preclude such prior scheduled Discovery Ball date, or (ii) is not scheduled on the Exposition Park calendar by October 1st of the current calendar year, then the Discovery Ball Exception will not apply for the following calendar year, in which event the Discovery Ball for such following calendar year will have its original priority as provided in Section 8.1.4 below. LAFC shall provide its schedule for MLS Home Games as soon as such schedule is available and shall update it with the Exposition Park Manager as changes to the schedule are made, using commercially reasonable efforts to communicate such updates within three (3) business days of receipt of any such schedule changes. The Parties acknowledge that MLS shall be a direct intended third party beneficiary of LAFC's event scheduling rights provided in this Agreement with respect to the LAFC Special Events that include any MLS Games.

8.1.4 The Natural History Museum, California Science Center and CAAM shall each have priority to schedule up to three (3) Museum Events per calendar year (i.e., up to nine (9) total) and designate such Museum Events as "**Significant Museum Priority 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 Priority Event, provided that (i) Significant Museum Priority Events cannot preclude a Coliseum Priority Event, the Commission Priority Event, a MLS Home Game Priority Event (except with respect to the Discovery Ball Exception, subject to the terms of Section 8.1.3 above) or other Events already scheduled on the Exposition Park calendar ("**Prior Scheduled Events**"), (ii) in no event will such preclusion occur more than two (2) Saturdays in any given calendar month, and (iii) with respect to the Natural History Museum, the Natural History Museum will use its best efforts to ensure that only one of its three Significant Museum Priority Events per year, if any, will occur on a weekend day.

8.1.5 In addition to the Significant Museum Priority Events, each of California Science Center and CAAM 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 Priority 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, as the case may be, 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 or CAAM at the expense of USC or LAFC, as the case may be, 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 or CAAM, and therefore the USC or LAFC Event, as the case may be, over 16,000 in attendance cannot occur, in no event will such preclusion occur more than two (2) Saturdays in any given calendar month.

8.1.6 In addition to the Significant Museum Priority Events and Additional Museum Events, (i) each of California Science Center and CAAM shall have priority to calendar up to twelve (12) Special or Major Events each year, (ii) the Natural History Museum shall have priority to calendar up to twenty-one (21) Special or Major Events each year, and (iii) the EXPO Center shall have priority to calendar up to twenty-four (24) Special or Major Events each year, as long as, in each case, such Special or Major Events do not interfere with any Coliseum Priority Events, the Commission Priority Event, MLS Home Game Priority Events, Significant Museum Priority Events or any other Prior Scheduled Events. Such calendaring priority shall also be subject to Section 8.2 below. As between Additional Museum Events, Museum Events that are Special Events and Museum Events that are Major Events, the scheduling priority shall be equal based on "first in time."

8.1.7 Subject to the foregoing priorities, each of the Exposition Park entities may, at their sole discretion, calendar any other event, and the parking for any such event so calendared by an Exposition Park entity shall be subject to Section 9 below.

8.2. Timing of Requests. By January 31st of each year, each of the Exposition Park entities 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 (1) 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 Exposition Park entities coincide or overlap (other than the coincidence/overlap expressly provided for in Section 8.1.5 above) 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 or otherwise available in connection with an LAFC Event pursuant to the LAFC Lease, on the USC 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 8.1 above). 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, subject to the first paragraph of this Section 8 above.

8.3. Events by Manager. The Exposition Park Manager independently may also place events on the Exposition Park calendar, subject to all of the priorities described in Section 8.1 above, 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 1- 6, load out must be completed by 4:00 p.m. and Parking Lots, 4, 5, and 6 should only be used if Parking Lots 1, 2 and 3 all are unavailable due to other events in Exposition Park. No more than six (6) swap meets may be held in Parking Lots 1 - 6 in any given year.

8.4. Consistent Conflicts. Section 6.1(g) of the USC NDA as to USC shall relate solely to the Coliseum and shall be interpreted to exclude all references to the Sports Arena and any Events held at the Sports Arena. Notwithstanding anything in Sections 8.1 through 8.4 hereof to the contrary, if, at any time after the opening of the Stadium, LAFC is able to demonstrate that it has lost Events that could have been scheduled at the Stadium and that such lost opportunities were reasonably attributable to calendaring conflicts between LAFC and the other Exposition Park entities, then at any time thereafter, at the written request of LAFC (which may be via email), LAFC and District shall meet and confer to negotiate an amendment to this Section 8 to address the scheduling of Museum Events with under 3,000 in attendance, which amendment shall be reasonably satisfactory to both LAFC and District. If: (i) following LAFC's request to meet and confer, LAFC and District do not reach agreement on such scheduling and/or have not executed an amendment to this Agreement memorializing such new scheduling on or before the date that is six (6) months after the date of LAFC's written request to meet and confer; or (ii) the provisions of Section 6.1(g) of the USC NDA shall apply, then Section 8.1.4 hereof and Section 6.1(c)(i) of the USC NDA automatically shall be amended and restated to read as follows:

> "The Natural History Museum, California Science Center and CAAM collectively shall have priority to schedule up to six (6) 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 **[***in the USC NDA add*: **USC Home Football Games, NFL Games, Olympics, Special Olympics, the Commission Priority Event (as defined in the LAFC NDA), MLS Games (as defined in the LAFC NDA) or other Events already scheduled on the Exposition Park calendar] [***in this Agreement add*: **any Coliseum Priority Events, the Commission Priority Event, MLS Home Game Priority Events, Significant Museum Priority Events or any Prior Scheduled Events]**, and (B) in no event will such preclusion occur more than two (2) Saturdays in any given calendar month. The Natural History Museum, California Science Center and CAAM may allocate among themselves the six (6) Significant Museum Events each year so long as no more than six (6) Significant Museum Events are scheduled within any calendar year." [*For this Agreement, each reference to "***Significant Museum Event***" above should be changed to "***Significant Museum Priority Event***"].

8.5. 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 8.1 hereof. 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.

9. **Parking**.

9.1. Temporary Uses of Parking Lot 6. District has agreed to grant to LAFC certain temporary rights to the use of District Parking Areas, in each case as more fully described in, and subject to the terms and conditions of, the OEA. Such temporary rights will include: (i) a temporary easement for the benefit of LAFC, the LAFC Premises and LAFC's employees, agents and contractors for the use of up to 350 parking spaces in Parking Lot 6 in the area shown on **Exhibit D-1** attached hereto for daily construction parking purposes, subject to the term of the OEA, provided that (A) such easement and right of use (whether pursuant to the provisions of this clause (i) preceding this proviso or pursuant to proviso (B) of this clause (i)) may not be exercised on a day when a Coliseum Parking Event (as defined in the OEA) is scheduled (any such day a "**Coliseum Parking Event Day**" "), and will terminate upon the completion of Project construction, and (B) if at any time District determines that Parking Lot 6 will not be available for LAFC's use pursuant to this clause (i), then upon reasonable advance notice, the District shall have the right to temporarily substitute District Parking Areas in closest proximity to the LAFC Premises, with Parking Lot 4 and/or Parking Lot 5 having priority for use by LAFC to satisfy the construction period parking requirement pursuant hereto; (ii) a temporary easement for the benefit of LAFC, the LAFC Premises and LAFC's employees, agents and contractors for the use of a portion of Parking Lot 6 in the area shown on **Exhibit D-2** attached hereto for construction staging and access purposes, provided that such easement and right of use may not be exercised on a Coliseum Parking Event Day, and will terminate upon the completion of demolition of the Sports Arena; and (iii) the right to use Parking Lot 6 for up to two (2) community festivals per year, subject to the terms of the OEA and provided that such LAFC community festivals do not occur on a Coliseum Parking Event Day.

9.2. Daily Parking. At all times during the Term of the LAFC Lease, District agrees that LAFC shall have the easement and right to use, on a non-exclusive basis, up to 400 parking spaces in Parking Lot 6 on a daily, as-needed basis for any and all permitted uses of the LAFC Premises that do not otherwise qualify as an Event hereunder subject to Section 9.3, provided, that such easement and right of use will (i) not include overnight parking, (ii) not be available to LAFC on a Coliseum Parking Event Day, and (iii) be subject to the terms of the OEA.

9.3. LAFC Event Parking. The following terms and conditions shall apply during the Term of the LAFC Lease with respect to LAFC Parking Events (as hereinafter defined) held at the Stadium (or at the Coliseum as permitted under the LAFC Lease). As used herein, the terms: (i) "**LAFC Game Event**" " shall mean any Special Events comprised solely of MLS Home Games; (ii) "**LAFC Other Special Event**" " shall mean all Special Events held at the Stadium other than MLS Home Games, which Special Events may include MLS Games that are not MLS Home Games; and (iii) "**LAFC Events**" " shall collectively mean all LAFC Game Events, LAFC Other Special Events and any other Events of any kind on the LAFC Premises or otherwise sponsored or hosted in Exposition Park under the LAFC Lease Documents.

9.3.1 Throughout the Term of the LAFC Lease, State or District shall maintain ownership, management and operation of all of the District Parking Areas in Exposition Park, subject to LAFC's right to supervise and oversee operation of MLS Game Parking (as hereinafter defined). If any of Parking Lots 1- 6 and/or the State Drive VIP area are changed as contemplated by Section 9.10 of this Agreement, then subject to the terms thereof, the definitions of "District Parking Areas" and "Parking

Lots 1 - 6 (if applicable) automatically shall be modified to mean the District Parking Areas and Parking Lots 1 - 6 (if applicable) as so changed.

9.3.2 As used herein the term "**LAFC Parking Event(s)**" " shall collectively mean and refer to any or all LAFC Game Events, LAFC Other Special Events at the Stadium or any LAFC Major Event held at the Coliseum, as the case may be. District hereby agrees that for so long as the LAFC Lease remains in effect (and/or LAFC or any Authorized Transferee has the legal right to occupy the LAFC Premises), at LAFC's request, LAFC shall have the following rights to purchase a special event parking permit from the Exposition Park Manager:

(i) LAFC Game Events. For all LAFC Game Events, LAFC shall have the right, but not the obligation, to purchase a special event parking permit from the Exposition Park Manager for the use of up to all of the District Parking Areas, excluding the Reserved Spaces, subject to Section 9.3.4.

(ii) Other LAFC Parking Events. For all other LAFC Parking Events (excluding LAFC Game Events pursuant to clause (i) above) scheduled on the Exposition Park calendar, LAFC shall have the right, but not the obligation, to purchase a special event parking permit from the Exposition Park Manager for the use of up to all of Parking Lots 1 - 6, excluding the NHM Reserved Spaces, subject to Section 9.3.4 hereof. In addition to the foregoing, to the extent that such other LAFC Parking Event is scheduled to occur outside of the normal operating hours of the California Science Center and CAAM, then LAFC shall have the right, but not the obligation, to include the parking spaces in the Science Center Structure in the special event parking permit for such other LAFC Parking Event, except that the CSC/CAAM Reserved Spaces shall be excluded from such permit except as otherwise provided in Section 9.3.4 hereof. Notwithstanding the foregoing, if the California Science Center or CAAM has a Museum Event scheduled on the Exposition Park calendar for the same day and at times that overlap such other LAFC Parking Event, and the Exposition Park Manager has otherwise reasonably determined, in consultation with the California Science Center or CAAM, as applicable, the number of parking spaces in the Science Center Structure that are not commercially reasonably necessary for the concurrent Museum Event, then the Exposition Park Manager may reasonably designate the number of parking spaces in the Science Center Structure that may be included in the special event parking permit for such other LAFC Parking Event.

LAFC and the Exposition Park Manager shall determine, in their commercially reasonable discretion, the Necessary Parking Spaces within three (3) business days (excluding Saturdays, Sunday and holidays) of LAFC placing a LAFC Parking Event on the Exposition Park event calendar. If the Exposition Park Manager shall fail to respond within three (3) business days of LAFC's placing an LAFC Parking Event on the Exposition Park event calendar, and if LAFC shall have included the amount of parking it believes necessary in conjunction with placing such LAFC Parking Event on the Exposition Park event calendar, the Necessary Parking Spaces shall be the number of parking spaces stated by LAFC.

9.3.3 For LAFC Parking Events held at the Stadium or Coliseum, LAFC shall determine the initial number of parking spaces to be purchased under a special event parking permit for such an Event no later than ten (10) days after ticket sales for the LAFC Parking Event begin. To the extent LAFC elects to purchase a special event parking permit, LAFC must elect to purchase at least twenty-five percent (25%) of the Necessary Parking Spaces for the LAFC Parking Event in its initial purchase. The fee for the special event parking permit shall be equal to the product obtained by multiplying:

(i) the sum of (A) the daily rate charged in Exposition Park for special events parking, and (B) a maintenance and security surcharge initially equal to Two Dollars ($2.00) (the **"Security Surcharge"**), which Security Surcharge shall be adjusted on every fifth (5) anniversary of the Effective Date to increase by the percentage increase, if any, in the CPI over the immediately preceding five-year period (so that, solely by way of example, if the CPI on the fifth anniversary of the Effective Date is 5% higher than the CPI on the Effective Date, then the Security Surcharge would increase to Two and 10/100 Dollars ($2.10)) (such sum for each parking space is hereinafter referred to herein as the **"LAFC Parking Event Fee**"); and

(ii) the initial number of parking spaces LAFC has determined to purchase under the special event parking permit, which fee shall be paid by LAFC within ten (10) days after ticket sales for the LAFC Parking Event begin.

In addition, if LAFC shall have purchased a special event parking permit for a LAFC Parking Event as described above, then at any time that is at least thirty (30) days prior to the date of the LAFC Parking Event, LAFC shall have the right to extend the special event parking permit for such LAFC Parking Event to cover additional parking spaces (to the extent LAFC is entitled to use such parking spaces hereunder and such parking spaces have not been allocated by the Exposition Park Manager, in its reasonable determination, to accommodate the reasonable anticipated parking needs of other events previously calendared by Exposition Park entities in accordance with Section 8 of this Agreement) by paying the LAFC Parking Event Fee for such parking spaces. To the extent that additional parking spaces are necessary for the LAFC Parking Event, above and beyond the parking spaces purchased by LAFC under the special event parking permit for such LAFC Parking Event, the Exposition Park Manager shall be entitled to operate the additional parking spaces for the LAFC Parking Event and collect all revenue from such operation, provided that the Exposition Park Manager shall not charge a parking fee for such spaces that is less than the Designated Parking Rate for the LAFC Parking Event, and provided further that the Exposition Park Manager shall make or hold available in the District Parking Areas sufficient parking spaces so that, together with the parking spaces purchased by LAFC under the special event parking permit for the LAFC Parking Event (which may be zero spaces if LAFC elects not to purchase a special event parking permit for the LAFC Event), the Necessary Parking Spaces shall be available for the LAFC Parking Event on the date that the LAFC Parking Event shall occur and for the appropriate time period for such LAFC Parking Event, as commercially reasonably determined by the Exposition Park Manager in the manner described in Section 9.3.8 below.

9.3.4 Anything in this Article 9 to the contrary notwithstanding, with respect to each LAFC Parking Event, any Reserved Spaces that are not commercially reasonably required to accommodate the parking needs of a Reserved Space Entity (as hereinafter defined) during such LAFC Parking Event shall be released from the reservation contained in this Agreement for such LAFC Parking Event (such spaces are sometimes collectively referred to herein as the "**Released Spaces**" "), and such Released Spaces shall be made available to LAFC for purchase at the LAFC Parking Event Fee per space for such LAFC Parking Event. If, within forty-five (45) days prior to any LAFC Game Event (or fifteen (15) business days prior to any other LAFC Parking Event), a Reserved Space Entity (i) has not previously notified LAFC and the Exposition Park Manager in writing how many of its Reserved Spaces it will require for its use during such LAFC Parking Event as determined in its commercially reasonable judgment, or (ii) does not have a Museum Event scheduled on the Exposition Park calendar for the same day and at times that overlap such LAFC Parking Event, then all of the Reserved Spaces of such Reserved Space Entity will be and constitute Released Spaces that are then available for purchase by LAFC as provided herein for such LAFC Parking Event. Notwithstanding the foregoing, (A) the Reserved Space Entities, the Exposition Park Manager and LAFC agree to cooperate with each other as reasonably required to determine the number of Released Spaces available for purchase by LAFC for any LAFC Parking Event, if any, and (B) if the Exposition Park Manager reasonably determines at any time, in

consultation with a Reserved Space Entity, that any Reserved Spaces not previously released as provided above are not commercially reasonably needed by such Reserved Space Entity, then the Exposition Park Manager may notify LAFC of the number of additional Reserved Spaces that will be and constitute Released Spaces that are available for purchase by LAFC for such LAFC Parking Event. All revenues derived from such sale of the Released Spaces shall be deposited into the Exposition Park Improvement Fund (as established by California Food and Agricultural Code §4106(b)). Notwithstanding the above, if additional parking spaces are developed in Exposition Park, then the number of spaces in the Science Center Structure reserved for the California Science Center/CAAM on LAFC Game Event days shall be increased so that the California Science Center/CAAM continue to reserve the same percentage of parking spaces in Exposition Park as it reserved prior to the creation of the new parking spaces. As used herein, the term "**Reserved Space Entity**" " shall mean the Natural History Museum with respect to the NHM Reserved Spaces and/or California Science Center /CAAM with respect to the CSC/CAAM Reserved Spaces, as the context may require.

9.3.5 LAFC may elect to exclude the VIP Parking Areas from its special event parking permit in its sole and absolute discretion, provided, however, if LAFC elects to include the VIP Parking Areas in the special event parking permit it must include all of the VIP Parking Areas that can be made available for parking in the special event parking permit. Additionally, if at any time the Los Angeles Police Department or any state or federal agency involved in providing protection or security for the American public requires or strongly recommends that the VIP Parking Areas be closed for parking during any LAFC Parking Event, the Parties shall abide by such requirements or recommendations and such areas shall be closed for use except as permitted by the advising agency. All parking passes for VIP Parking Areas shall be non-transferrable. As used herein, the term "VIP Parking Areas" does not refer to any parking areas located on the LAFC Premises.

9.3.6 When LAFC has elected to purchase a special event parking permit for parking in Exposition Park for any LAFC Game Event or any other MLS Games, LAFC shall have the right to elect, on a season-by-season basis, to oversee and supervise the parking operations at the parking areas covered by the special event parking permit (such parking areas, the "**MLS Game Parking** ") during the time period the special event parking permit is in effect, which oversight and supervision shall include, without limitation, ingress and egress of cars to and from the MLS Game Parking, ticket taking and overall customer service operations. If LAFC elects to oversee and supervise the MLS Game Parking for a season, LAFC shall notify District and the Exposition Park Manager of such election no later than ninety (90) days prior to that season's first MLS Home Game. Except as otherwise mutually agreed by LAFC and the Park Manager, the special event parking permit for MLS Game Parking shall be issued for a term (the "**Permit Term**" ") commencing three and one-half (3½) hours prior to the scheduled start time for the applicable MLS Game and ending one and one-half (1½) hours after the end of such MLS Game, except that such permit will only allow MLS Game Parking use of the Science Center Structure two (2) hours prior to the scheduled start time for any MLS Game that occurs on a day when the California Science Center is open to the public during any portion of such 2-hour limitation period (the "**Pre-Game Structure Limitation**" "). Notwithstanding the period of time covered by such a permit, at the request of another Exposition Park entity, LAFC will use reasonable efforts to accommodate reasonably requested use of the MLS Game Parking during times not needed for guest load-in and load-out in order to facilitate another event that such other Exposition Park entity has scheduled or museum patron parking so long as such use of the MLS Game Parking will not and does not interfere with LAFC's game day operations or LAFC fan parking. In the event that LAFC elects to staff the parking operations at the MLS Game Parking in conjunction with LAFC's oversight and supervision, then (i) LAFC must staff the MLS Game Parking for the full time period the special event parking permit is in effect, and (ii) LAFC shall be responsible for paying any local government fees or charges that may apply as a result of LAFC staffing the MLS Game Parking. LAFC and the Exposition Park Manager shall coordinate parking operations of the Reserved Spaces on MLS Game days when LAFC is staffing the MLS Game Parking to

ensure access for museum patrons to the Reserved Spaces and to ensure that all revenue collected from the Reserved Spaces is deposited into the Exposition Park Improvement Fund. LAFC shall also maintain the insurance reflected on **Schedule 2** attached hereto insuring the periods when LAFC is staffing the MLS Game Parking. LAFC shall indemnify and hold District, its principals, officers, directors, agents and employees harmless from and against any loss, cost, damage, liability, claim or expense brought by a third party for personal injury or property damage to the extent arising from the LAFC's negligent acts or omissions or willful misconduct in connection with its staffing the MLS Game Parking, including, but not limited to, reasonable attorneys' fees and court costs. Without in any manner limiting or modifying the Pre-Game Structure Limitation, District and LAFC agree that whichever parties are responsible for oversight and supervision of MLS Game Parking and/or traffic management in Exposition Park related thereto, such parties shall cooperate with each other and otherwise use good faith and diligent efforts to direct MLS Game Parking traffic into the surface level parking lots within the District Parking Areas nearest the Stadium and furthest away from the Science Center Structure for as long as may be reasonably possible in an effort to minimize the period of overlap between MLS Game Parking demand and the use of the Science Center Structure during normal operating hours for the California Science Center.

9.3.7 District and the City recently negotiated an operating agreement with respect to the City's use of Soboroff Field for recreational purposes pursuant to which, among other things, the City agreed to provide certain replacement parking spaces (the "**Lot 1A Replacement Spaces**" ") for use during USC Home Football Games and 3 additional Major Events in lieu of covering Soboroff Field and the use of the parking spaces located in Parking Lot 1A. Anything in this Article 9 to the contrary notwithstanding, LAFC acknowledges that the Exposition Park Manager may withhold the use of Parking Lot 1A from the Necessary Parking Spaces and from the parking spaces purchased by LAFC under a special event parking permit if (i) the Necessary Parking Spaces and the parking spaces under the special event parking permit can be accommodated elsewhere within the available parking in the District Parking Areas (excluding Parking Lot 1A), or (ii) if parking spaces in Parking Lot 1A cannot be made available to LAFC by District at no cost to District. If the Necessary Parking Spaces for an LAFC Parking Event cannot be accommodated in District Parking Areas (excluding Parking Lot 1A), then District agrees that the Exposition Park Manager shall use its commercially reasonable efforts to obtain the use of the Lot 1A Replacement Spaces for such LAFC Parking Event (excluding, in the case of any Special Event, any parking spaces located within the Vermont Avenue strip described in such operating agreement), provided that such spaces can be obtained at no cost or expense to the District. If District determines that there will be a cost associated with providing LAFC with either the parking spaces in Parking Lot 1A (to the extent commercially feasible) or the Lot 1A Replacement Spaces for such LAFC Parking Event (excluding, in the case of any Special Event, any parking spaces located within the Vermont Avenue strip described in such operating agreement), then District will provide written notice to LAFC describing the location and number of spaces available and the per space cost therefor, and LAFC shall thereafter have the right (but not the obligation) to agree to include any or all of such available spaces as part of its special event parking permit, except that the cost for such parking spaces only will be the per space cost provided in District's notice in lieu of the LAFC Parking Event Fee for all other parking spaces covered by LAFC's permit. Anything herein to the contrary notwithstanding, District acknowledges and agrees that nothing contained herein will limit LAFC's right to negotiate a separate agreement with the City for the use of Lot 1A Replacement Spaces (excluding, in the case of any Special Event, any parking spaces located within the Vermont Avenue strip described in such operating agreement) in lieu of the use of Parking Lot 1A for any LAFC Parking Event.

9.3.8 Each special event parking permit will state the Permit Term for such special event parking permit.

9.4. Permit Process. Prior to the date of a LAFC Parking Event for which LAFC has purchased a special event parking permit, LAFC shall notify the Exposition Park Manager of the

Designated Parking Rate for such LAFC Parking Event, which notification, notwithstanding anything to the contrary in Section 13 below, may be made through an electronic communication, such as via facsimile transmission or email; and the Exposition Park Manager shall promptly notify the Operator of such Designated Parking Rate and the Permit Term to which such Designated Parking Rate applies, except as otherwise provided in Section 9.3.6 above. During the Permit Term for any special event parking permit, all parking purchased within District Parking Areas (other than museum patron parking), up to the number of parking spaces purchased under such special event parking permit, shall first be attributed to such special event parking permit (solely by way of example, (i) if the special event parking permit were for 1000 parking spaces and 800 parking spaces were actually purchased during the Permit Term for such special event parking permit, all 800 parking spaces purchased would be credited to LAFC under the special event parking permit, and (ii) if the special event parking permit were for 1000 parking spaces and 1200 parking spaces were actually purchased during the Permit Term for such special event parking permit, the first 1000 parking spaces purchased would be credited to LAFC under the special event parking permit and the remaining 200 parking spaces purchased would be credited to District). The District shall cause the Operator to remit to LAFC, within two (2) business days after the occurrence of a LAFC Parking Event for which LAFC shall have purchased a special event parking permit, an amount equal to the product obtained by multiplying (A) the lesser of (1) the number of parking spaces purchased during the Permit Term of such special event parking permit, and (2) the number of parking spaces purchased by LAFC under such special event parking permit, and (B) the Designated Parking Rate applicable to such LAFC Parking Event. District shall use commercially reasonable efforts to cause its current agreement with the Operator (and shall cause all subsequent or successor agreements with the then-current Operator) to provide that (a) the Operator will comply with this Agreement, including the obligation to timely make all remittances to LAFC described above, (b) the Operator will afford LAFC the opportunity, upon LAFC's written request, within fifteen (15) days following the occurrence of a LAFC Parking Event for which LAFC shall have purchased a special event parking permit, to audit the Operator's books and records regarding the parking spaces purchased during the Permit Term for such special event parking permit, (c) the Operator will promptly, and in no event later than five (5) business days after demand, pay to LAFC any underpayment of any remittance due to LAFC pursuant to this Section, as evidenced in LAFC's audit of the Operator's books and records, and (d) that LAFC shall be a third-party beneficiary of the provisions described in the preceding three clauses of this sentence, as incorporated into the agreement between District and the Operator, and shall have the right to enforce such provisions directly against the Operator with all rights and remedies at law and in equity for the Operator's default under or breach of any of such provisions; provided that if District is not able, after using commercially reasonable efforts, to cause its current agreement with the Operator to be modified to incorporate the provisions described in the preceding clauses (a) through (d), District shall cooperate with LAFC to cause LAFC to get the benefit of such clauses (so that District causes Operator to comply with the provisions of this Section, to afford a timely audit of Operator's books and records by LAFC or by an independent auditor reasonably satisfactory to LAFC, and to timely pay to LAFC any underpayment due to LAFC as identified by any such audit). On or before the Effective Date and thereafter upon LAFC's request, District shall provide evidence to LAFC reasonably satisfactory to LAFC that the provisions described in the immediately preceding sentence have been incorporated into District's then-current agreement with the Operator.

9.5. Events with No Permit. If LAFC schedules a LAFC Parking Event and elects not to purchase a special event parking permit for such LAFC Parking Event, then the parking rate for the parking provided for the LAFC Parking Event at District Parking Areas shall be set by the Exposition Park Manager in its sole discretion.

9.6. Sale of Reserved Spaces. Notwithstanding anything contained herein to the contrary, but subject to the order of parking attribution set forth in Section 9.4 hereof and without in any manner limiting or modifying any of the terms of Section 9.3.4 hereof, District shall be permitted, in its sole and

absolute discretion, to sell Reserved Spaces to patrons of LAFC Parking Events at the Coliseum or Stadium; provided, however, in no event shall District sell or permit the sale of Reserved Spaces to patrons of any LAFC Parking Event at the Coliseum or Stadium for a price per parking space less than the Designated Parking Rate for such LAFC Parking Event.

9.7. Maintenance of Parking Areas. Throughout the term of the LAFC Lease, District shall maintain District Parking Areas in good order, condition and repair and in compliance with all Laws. District shall deliver the parking areas covered by a special event parking permit to LAFC in the condition in which District is required to maintain such areas, clean and free of all trash and other debris. When the special event parking permit expires, if LAFC shall have elected to staff the parking operations at the MLS Game Parking in conjunction with LAFC's oversight and supervision, as provided in section 9.3.6, LAFC shall return District Parking Areas covered by such permit to District in same condition in which they were delivered to LAFC. In the event that District fails to maintain District Parking Areas in good order, condition and repair and in compliance with all Laws, LAFC shall provide District with notice of the breach and a reasonable time period to cure such breach, which shall in no event exceed thirty (30) days' notice, but may be shorter in the event of emergency. If District shall fail to cure such breach within the time period provided to cure the breach (which shall be as soon as reasonably practicable in the event of emergency), LAFC shall be entitled to all rights and remedies available to it in law and in equity, including the right to cure the breach itself and offset the commercially reasonable cost of such work against any amounts LAFC owes or may owe District in the future under any LAFC Lease Documents ("**Self-Help Rights**"). In the event that such breach constitutes an emergency or a threat of injury or death to visitors to Exposition Park, LAFC may immediately exercise Self-Help Rights without the need for notice to District. Notwithstanding the foregoing to the contrary, LAFC and District may negotiate adjustments in the special event permit fees in exchange for LAFC undertaking certain upgrades and maintenance of Parking Lots 1 - 6, subject to all applicable state Laws including procurement and contracting Laws and rules and provided that all improvements and upgrades shall be subject to the normal state approval process.

9.8. NHM Parking. LAFC and District acknowledge that the Natural History Museum may make some of the NHM Reserved Spaces available for a LAFC Parking Event as provided in Section 9.3.4 hereof. LAFC further acknowledges that, subject to Section 9.3.4 hereof, the Natural History Museum shall have the right to increase the number of NHM Reserved Spaces for any LAFC Game Event by up to an additional one hundred fifty (150) parking spaces in Parking Lot 3 to accommodate the Natural History Museum parking needs during any LAFC Game Event, provided that the Natural History Museum has notified LAFC and the Exposition Park Manager at least forty-five (45) days in advance of the applicable LAFC Game Event how many of the additional 150 spaces the Natural History Museum needs for its museum patrons, using its commercially reasonable judgment regarding the impact to its attendance and admission and other revenue and expenses, during such LAFC Game Event.

9.9. Modernization of Systems. During the term of the LAFC Lease, District may elect to modernize its methods of collecting parking revenue and managing parking operations (such as, for example, installation of automated parking pay stations, inclusion of optional parking fee within ticket purchase or other similar systems or operational efficiencies). If District desires to make any such modernizing changes to District Parking Areas, the management thereof and/or methods of collecting parking revenues, District and LAFC agree to meet and confer about such changes, including ensuring that ingress and egress from District Parking Areas is not unreasonably delayed or hindered by the implementation of such changes, and any resulting additional changes that may need to be made with respect to the oversight and supervision rights under this Agreement and/or the collection of parking remittances pursuant to Section 9.3.3 above.

9.10. Bus Parking. If any LAFC Parking Events is held on any weekday, the special event parking permit for such LAFC Parking Event may require that LAFC accommodate bus parking for museum patrons in any of Parking Lots 1 - 6 (the exact location of such bus parking to be determined by the Exposition Park Manager in consultation with LAFC, based on the venue in which the LAFC Event is to be held) until three (3) hours prior to the commencement of the LAFC Parking Event. If any LAFC Parking Event is held on a weekend, the special event parking permit for such LAFC Parking Event may require that LAFC accommodate bus parking for museum patrons in any of Parking Lots 1 - 6 (the exact location of such bus parking to be determined by the Exposition Park Manager in consultation with LAFC, based on the venue in which the LAFC Parking Event is to be held) until three (3) hours prior to the commencement of the LAFC Parking Event, provided that if the LAFC Parking Event is a sports Event or other Event for which attendees are likely to arrive early and "tailgate" (such as soccer games), then the special event parking permit for such LAFC Parking Event shall require that LAFC accommodate bus parking for museum patrons in any of Parking Lots 1 - 6 (the exact location of such bus parking to be determined by the Exposition Park Manager in consultation with LAFC, based on the venue in which the LAFC Parking Event is to be held) until five (5) hours prior to the commencement of the LAFC Parking Event. In addition to the foregoing, LAFC will (a) arrange for bus parking for museum patrons from the end of the applicable bus parking period stated above (either three (3) or five (5) hours prior to the LAFC Parking Event, as applicable) until one (1) hour prior to the commencement of the LAFC Parking Event, which bus parking location shall be designated by LAFC either within Parking Lots 1 - 6 or at an alternative site designated by LAFC within a reasonable distance of Exposition Park, and (b) to the extent within the control of LAFC, facilitate ingress and egress for such buses to be able to drop off and pick up museum patrons from the applicable museum facility.

9.11. Exposition Park Master Plan. LAFC acknowledges that the implementation of the Exposition Park Master Plan (attached as Exhibit G to the USC NDA), may result in changes to the Parking Lots 1 - 6 and the State Drive VIP area in the future. Subject to its rights under Section 14 hereof, LAFC agrees (i) not to object to the implementation of the Exposition Park Master Plan, (ii) to comply with the Master Plan, and (iii) to cooperate with the implementation of the Master Plan with regards to other areas of Exposition Park, including the Coliseum Property and the LAFC Premises, provided in each case that (A) implementation of the Master Plan does not interfere with LAFC's Lease Rights or other violate any of the terms of Article 2 of this Agreement, (B) such implementation is performed at no cost, liability or expense to LAFC, and (C) LAFC shall not be obligated to incur any costs associated with its cooperation. Nothing set forth herein shall constitute LAFC's approval of, or consent to, any changes, amendments, or modifications to the Exposition Park Master Plan.

10. **Limitation on Major Events**. The Parties acknowledge and agree that (i) the limitation on Major Events in the Coliseum and Stadium (in lieu of the Sports Arena) in Section 8 of the USC NDA shall apply to the LAFC Premises as fully as if set out in full herein, (ii) that any Olympic Events or Special Olympic Events held in the Coliseum or Stadium will not count towards the number of Major Events permitted to be held in the Coliseum and Stadium, (iii) MLS Games will in no event be deemed to be Major Events based on the seating capacity of the Stadium, and (iv) subject to the terms of Section 8 hereof, there is no other limit on either the number of (A) LAFC Other Special Events that LAFC may have at the LAFC Premises, or (B) other events thereon that are not Events under this Agreement.

11. **Other Use of District Property**. Concurrently with the execution of this Agreement, District has agreed to execute and deliver the OEA and Supplemental Agreement to, among other things, provide LAFC and the LAFC Premises with certain rights of use with respect to portions of the District Property (including easements for access, parking, utilities, signage, and construction purposes) which are necessary or required for the development, construction, use and operation of the LAFC Premises and the Project.

12. **Sports Arena Option Agreement**. The District acknowledges that (i) the Sports Arena Option Agreement did not contemplate the LAFC Lease Documents and the transactions contemplated thereunder, and (ii) that certain terms of the Sports Arena Option Agreement need to be amended, supplemented and/or clarified due to the change in circumstances related thereto. In furtherance of District's agreement contained in Section 2.1(a)(ii) hereof, and to provide LAFC with the assurances required to allow LAFC to fully use and enjoy the LAFC Premises for the entire Term under the LAFC Lease, including the Extension Terms, as applicable, concurrently with the execution of this Agreement, District has agreed to execute and deliver the Tri-Party Agreement to, among other things, amend, supplement and clarify the Sports Arena Option Agreement with respect to the option exercise process and to provide LAFC with certain assurances related to the further extension of the 2054 Lease.

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

To LAFC:

LAFC Sports, LLC
4751 Wilshire Boulevard, Suite 333
Los Angeles, CA 90010
Attention: EVP Legal and Business Affairs
Email: Larry.Freedman@lafc.com

with copies to:

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

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

and

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

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

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

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

To Commission: Los Angeles Memorial Coliseum Commission
3911 S. Figueroa Street
Los Angeles, California 90037
Attention: Chief Administrative Officer
Fax: 213-748-5628;

with copies to:

Los Angeles County Counsel
648 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012-2713
Fax: 213-617-1142

and

Office of the City Attorney
200 North Main St., 7th Floor
Los Angeles, CA 90012
Fax: 213-978-7714

Notice of change of address or telephone numbers shall be given by written notice in the manner described in this Section 13. Each Party is obligated to notice all addresses listed above, and the failure to provide notice to all addresses will be deemed to constitute a lack of notice. The address to which notices may be mailed as aforesaid to any Party or notice party, may be changed by written notice given by the subject Party to the others, as hereinbefore provided. The Parties acknowledge that email addresses and telephone or fax numbers are provided herein for convenience of the Parties only and shall not be deemed to modify the terms of this Agreement related to the manner in which any notice or other written communication is to be provided hereunder, except as otherwise expressly provided in this Agreement.

14. **Miscellaneous**.

14.1. Successors and Assigns; Third Party Beneficiaries.

14.1.1 This Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors and assigns. For clarity, District is also known as the California Science Center pursuant to §4101 of the California Food and Agricultural Code.

14.1.2 Without in any manner limiting or modifying the terms of Sections 2 and 3 hereof, District and Commission hereby acknowledge and agree that (i) any transfer of this Agreement or the LAFC Lease, whether by operation of law, foreclosure or assignment, to MLS (or to any other party authorized by MLS pursuant to the terms of the LAFC Lease) or to any Leasehold Mortgagee or its assignee, shall be permitted without any consent or approval by District or Commission and that District or Commission shall recognize any such assignee as the successor to LAFC hereunder, with all of the rights accruing thereto, and (ii) MLS and any Leasehold Mortgagee shall be a direct, intended third party beneficiary of this Agreement and all of LAFC's rights hereunder.

14.1.3 The Parties further acknowledge and agree that USC is a direct, intended third party beneficiary of the terms of this Agreement that expressly inure to USC's benefit and shall have the right to enforce such terms against the Parties.

14.1.4 LAFC acknowledges that Section 12.1.1 of the LAFC Lease extends Tenant's general indemnification of USC (as landlord under the LAFC Lease) under subsection (a) and subsections (c) - (g) thereof both inclusive (the "**USC Landlord Indemnity**" ") to any landlord under the USC Lease (the "**USC Landlord Indemnitee**" "), excluding (i) any Claims (as defined in the LAFC Lease) resulting from the negligence or willful misconduct of any USC Landlord Indemnitee or any party claiming by, through our under a USC Landlord Indemnitee, or (ii) any of the exclusions from such indemnification obligation provided in Section 12.1.2 of the LAFC Lease. LAFC acknowledges and agrees that (i) District or Commission shall be a USC Landlord Indemnitee during any period that District or Commission is the landlord under the USC Lease (a "**Landlord Period**" "), and (ii) District and Commission are direct, intended third party beneficiaries of the USC Landlord Indemnity and shall have the right to enforce the USC Landlord Indemnity against LAFC with respect to any Claims that may arise against it during or with respect to its respective Landlord Period.

14.2. Taxes and Facilities Fees. LAFC agrees to pay all lawful taxes, assessments, or charges which at any time may be levied upon its interest in this Agreement, if any; provided, however, District and State agree that they shall not impose any rents, levy, charge, facilities fee, tax on tickets issued or other exaction or charge not expressly set forth in the LAFC Lease Documents on or with respect to LAFC, the LAFC Premises and the exercise of the LAFC Lease Rights in connection therewith, including on the District Parking Areas, or the use thereof, other than (in the case of the District or State) parking charges that are consistent with charges imposed in other parking lots in the surrounding areas (collectively "**Charges**"), and unless such Charges are applicable to other similarly situated premises in the State of California and such Charges are not specific and unique to the LAFC Premises, District Parking Areas, or the Events held at the LAFC Premises. If such Charges are imposed, the amount of such Charges shall be deducted from any and all other amounts due and owing to State or District by LAFC hereunder such that the total amount due and payable to State or District shall be as otherwise expressly set forth in this Agreement. Commission agrees that it shall not impose rents, levy, charge, facilities fee, tax on tickets issued or other exaction or charge not expressly set forth in the LAFC Lease Documents on or with respect to LAFC, the LAFC Premises and the exercise of the LAFC Lease Rights in connection therewith, including on the District Parking Areas, or the use thereof. Without limiting or modifying the terms of this Section 14.2, LAFC acknowledges that if the LAFC Lease becomes a direct

lease with the District at any time, then the LAFC Lease may at that time create a possessory interest subject to property taxation pursuant to Section 107.6 of the California Revenue and Taxation Code.

14.3. Bankruptcy Integration. District and Commission hereby acknowledge that (i) the LAFC Lease contains a bankruptcy integration provision in Section 31.9 thereof, and (ii) as a result of the integrated nature of certain of the LAFC Lease Documents and LAFC Rights with certain of the Master Agreements, and notwithstanding that such agreements are contained in separate documents, the intention is for the applicable LAFC Lease Documents and LAFC Lease rights and the applicable Master Agreements related thereto to be one integrated and indivisible contractual arrangement for purposes of Bankruptcy Law. District and Commission acknowledge and agree that they will not contest or challenge the enforceability or applicability of the bankruptcy integration provision in the LAFC Lease or in this Section 14.3 so that LAFC has the necessary assurances required with respect to the LAFC Lease and its substantial investment in the LAFC Premises, including the assurance that in any bankruptcy proceeding (A) of LAFC's then current landlord, if such landlord is then also a tenant under a lease with respect to the LAFC Premises, such current landlord will not have the right to accept its lease and reject the LAFC Lease, but rather may only accept both or reject both, (B) an acceptance of some but not all of the LAFC Lease Documents will not be allowed so that the current landlord under the LAFC Lease must either accept all or reject all LAFC Lease Documents to which such current landlord is then a party, and (C) this, Agreement, the OEA, the Supplemental Agreement and the Tri-Party Agreement may not be rejected by any Party hereto and thereto so that the LAFC Lease remains in effect without the benefit of this Agreement, the OEA, the Supplemental Agreement or the Tri-Party Agreement. In addition, the Parties further agree that to the extent any bankruptcy court determines that any of the foregoing documents or rights are not integrated despite the intention of the Parties and this Section 14.3, then LAFC shall in any event retain its possessory rights under Bankruptcy Code Section 365(h)(i)(A)(ii), if any, with respect to the LAFC Premises upon the same terms, conditions and provisions as contained in the LAFC Lease.

14.4. Breach and Default.

14.4.1 Without limiting any right or remedy expressly afforded to any Party under any other Section of this Agreement, if any Party fails to pay, observe, perform or comply with any of the terms, covenants and agreements hereunder and any such default shall continue for a period of thirty (30) days after written notice of such default is delivered to the defaulting Party (except in the case of a non-monetary default that cannot with due diligence be cured within said 30-day period, if the defaulting Party fails to duly commence such cure within such 30-day period, and/or fails to thereafter diligently prosecute such cure to completion), then the non-defaulting Party or Parties shall be entitled, at its or their election, to exercise concurrently or successively, any rights and remedies available to such non-defaulting Party under this Agreement, under any other agreement between the defaulting Party and such non-defaulting Party (if applicable), at law or in equity, including the right to offset the amount of damages sustained or incurred by the non-defaulting Party as a result of such default against any amounts the non-defaulting Party owes or may owe the defaulting Party under this or any other Agreement.

14.4.2 Notwithstanding the foregoing, in the event an emergency condition exists or there is any threatened or actual interruption of any LAFC Event, LAFC may (but shall not be obligated to) exercise self-help rights without further notice to District or Commission and shall have the right to offset the commercially reasonable cost of such work against any amounts LAFC owes or may owe the responsible Party in the future under any LAFC Lease Documents.

14.4.3 The Parties acknowledge and agree that no breach of or default under this Agreement shall entitle any Party to terminate this Agreement or any other LAFC Lease Documents, but such limitation shall not affect in any manner any other rights or remedies which such Party may have hereunder or by reason of any breach of or default under this Agreement or at law or in equity.

14.5. Attorneys' Fees. If any Party hereto fails to perform any of its obligations under this Agreement or if any dispute arises between the Parties hereto concerning the meaning or interpretation of any provision of this Agreement, then the defaulting Party or the Party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the non-defaulting or prevailing Parties on account of such default and/or in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees and disbursements.

14.6. Memorandum of Agreement. Concurrently with the execution of this Agreement, the Parties shall execute and acknowledge a short form memorandum of this Agreement substantially in the form attached hereto on **Exhibit F**, which memorandum LAFC shall have the right to record concurrently with the recording of any memorandum of lease under the LAFC Lease. Such memorandum shall disclose the existence of this Agreement but shall not disclose any specific terms of the Agreement except with the consent of all parties.

14.7. Estoppel Statements. Each Party shall at any time and from time to time within ten (10) days after written request from any other Party execute and deliver to the requesting Party a sworn and acknowledged estoppel certificate, in form reasonably satisfactory to the parties certifying and stating as follows: (i) this Agreement and any other LAFC Lease Document or Master Agreement to which that Person is a party has not been modified or amended (or if modified or amended, setting forth such modifications or amendments); (ii) this Agreement and any other LAFC Lease Document or Master Agreement to which that Person is a Party (as so modified or amended) is in full force and effect (or if not in full force and effect, the reasons therefor); (iii) the Party has no knowledge of any default by any other Party under this Agreement or any other applicable LAFC Lease Document or Master Agreement; and (iv) any other accurate statements reasonably requested. It is intended that any such statement delivered pursuant to this subsection may be relied upon by any prospective purchaser, assignee or lender and their respective successors and assigns.

14.8. Not a Party to LAFC Lease. The Parties hereby acknowledge that the LAFC Lease is a sublease between USC and LAFC and that Commission and District are not parties to the LAFC Lease and do not have any rights or obligations thereunder unless and until either of them becomes a direct landlord of LAFC under the LAFC Lease as provided in Section 4 hereof. Until such time, except as expressly provided in Section 14.1.4 hereof, Commission and District shall have no right to enforce the LAFC Lease but only have the right to enforce LAFC's obligations set forth in this Agreement. This Section shall not affect Commission's rights to enforce the USC Lease with respect to the Coliseum Property or, except as otherwise expressly provided herein, with respect to the LAFC Premises.

14.9. Applicable Law. This Agreement shall be construed and interpreted in accordance with the Laws of the State of California.

14.10. Entire Agreement and Amendment. 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). This Agreement may not be amended or modified except by written amendment executed by all Parties hereto.

14.11. Execution. This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute but one and the same instrument. The Parties each (i) has agreed to permit the use from time to time, where appropriate, of fax, electronic mail, or other electronic signatures in order to expedite the transaction contemplated by this Agreement, (ii) intends to be bound by its respective fax, electronic mail, or other electronic signature, (iii) is aware that the other will rely on the faxed, emailed, or other electronically transmitted signature,

and (iv) acknowledges such reliance and waives any defenses to the enforcement of this Agreement and the documents affecting the transaction contemplated by this Agreement based on the fact that a signature was sent by fax, electronic mail, or electronic transmission only.

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

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first set forth above.

District:

SIXTH DISTRICT AGRICULTURAL ASSOCIATION,
an institution of the State of California

By: Ana M. Lasso
Name: Ana M. Lasso
Title: General Manager

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

By:
Name: Patrick Kemp
Title: Assistant Secretary

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

By:_____
Name:_____
Title:_____

APPROVED AS TO FORM:

Department of General Services,
Office of Legal Services

By:_____
Name:_____
Title:_____

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first set forth above.

District:

SIXTH DISTRICT AGRICULTURAL ASSOCIATION,
an institution of the State of California

By:_____
Name:_____
Title:_____

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

By:_____
Name: Patrick Kemp
Title: Assistant Secretary

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

By:_____
Name: DEMAH E AMEN
Title: ACTING DEPUTY DIRECTOR

APPROVED AS TO FORM:

Department of General Services,
Office of Legal Services

By:_____
Name: HENRY D. NANJO
Title: ACTING CHIEF COUNSEL

Commission:

LOS ANGELES MEMORIAL COLISEUM COMMISSION

By:_____
Name: Mark Ridley-Thomas
Title: President

APPROVED AS TO FORM:

By:_____
Commission Legal Counsel

APPROVED AS TO FORM:

By:_____
Munger, Tolles & Olson LLP

LAFC:

LAFC SPORTS, LLC,
a Delaware limited liability company

By: _____
Name: LARRY S. FRIEDMAN
Title: EVP

SCHEDULE 1

Glossary of Additional Defined Terms

Each of the following terms has the meaning set forth below when used in this Agreement:

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

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

"**CSC/CAAM Reserved Spaces**" means 600 spaces in the Science Center Structure reserved for use by California Science Center and CAAM, subject to the terms of Article 9 of this Agreement.

"**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 District and USC, published by a governmental agency and reflecting changes in consumer prices for urban consumers nationally.

"**Designated Parking Rate**" means, for any Event for which LAFC shall have purchased a special event parking permit, the parking rate established for such Event by LAFC or the promoter of the Event.

"**District Parking Areas**" means those parking areas shown on the **Exhibit E** attached hereto and shall be individually referred to herein as they are designated on Exhibit E, as Parking Lot 1 (which includes Parking Lot 1A), Parking Lot 2, Parking Lot 3, Parking Lot 4, Parking Lot 5, Parking Lot 6, and the Science Center Structure, Exposition Park Drive VIP, South Coliseum Drive VIP, and State Drive VIP. District Parking Areas do not include the parking areas to be constructed on the LAFC Premises which are required for the lawful use, occupancy and operation of the LAFC Premises, the Stadium and all business operations contemplated thereon or therein.

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

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

"**Exposition Park Manager**" means the individual appointed by the Governor of District to manage and supervise the use of Exposition Park.

"**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 with respect to any Exposition Park entity 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 District Parking Areas).

"**MLS Games**" means any and all (i) home soccer games of the MLS Club operated by LAFC (its successors or assigns, including any MLS replacement club as applicable under the LAFC Lease), including all exhibition, regular season, playoff and championship games, and (ii) any other soccer related Event.

"**MLS Home Games**" means any and all regular season home soccer games of a single MLS Club operated by LAFC (its successors or assigns, including any MLS replacement club as applicable under the LAFC Lease).

"**Museum Event**" means an event of any kind, regardless of attendance size, scheduled by the Natural History Museum, California Science Center or CAAM 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 (which outdoor spaces shall not include any areas included within District Parking Areas except that a Museum Event may be held on the portion of the top deck of the Science Center Structure constructed with the load-bearing capacity to support such an event).

"**Necessary Parking Spaces**" means the number of parking spaces that are necessary to provide adequate parking for a particular Event.

"**NFL Games**" means National Football League games.

"**NHM Reserved Spaces**" means 375 parking spaces in Parking Lot 3 reserved for use by the Natural History Museum patrons, subject to the terms of Article 9 of this Agreement.

"**Olympics**" means games and events in connection with any quadrennial Olympiad sanctioned by the International Olympic Committee.

"**Operator**" means the parking operator for District Parking Areas.

"**Parking Lots 1- 6**" means Parking Lot 1, Parking Lot 2, Parking Lot 3, Parking Lot 4, Parking Lot 5, and Parking Lot 6, collectively, as shown on Exhibit E.

"**Parking Lot 1A**" means the portion of Parking Lot 1 on which the Soboroff Sports Field is located.

"**Permit Term**" means, with respect to a special event parking permit, the date and time period for which such special event parking permit will be valid for parking uses, based on the commercially reasonable determination of the Exposition Park Manager regarding loading times for the related Event with the purpose of ensuring that the special event parking permit restricts the use of the affected parking spaces for the amount of time necessary based on similar events at other similar venues, taking into account local conditions.

"**Reserved Spaces**" means, collectively, the CSC/CAAM Reserved Spaces and the NHM Reserved Spaces.

"**Science Center Structure**" means the area so marked on Exhibit E.

"**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 with respect to any Exposition Park entity 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 District Parking Areas).

"**Special Olympics**" means games and events in connection with any quadrennial Special Olympiad sanctioned by the International Olympic Committee.

"**USC Event**" means an Event scheduled by USC.

"**VIP Parking Areas**" means Exposition Park Drive VIP, South Coliseum Drive VIP, and State Drive VIP, collectively, as shown on Exhibit F.

SCHEDULE 2

Required Insurance During LAFC Parking Oversight and Supervision

LAFC shall furnish a certificate(s) of insurance issued to the District and naming the District, its officers, agents, employees and servants as additional insureds. LAFC shall furnish to the District evidence of required insurance as follows:

(a) Commercial General Liability with limits of not less than one million dollars ($1,000,000) per occurrence for bodily injury and property damage combined.

(b) LAFC shall maintain motor vehicle liability with limits of not less than $1,000,000 per accident for bodily injury and property damage.

(c) LAFC shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement, including special coverage extensions where applicable. Employer's liability limits of $1,000,000 shall be required, and the policy shall include a waiver of subrogation in favor of the District of California.

(d) General Requirements

LAFC shall ensure that the following general requirements are met:

i. Insurance Companies must be acceptable to Department of General Services, Office of Risk and Insurance Management.

ii. LAFC shall provide the District with a certificate of insurance demonstrating coverage for General Liability, within thirty (30) days after each insurance policy renewal.

iii. Coverage needs to ***be*** in-force for complete term of any season during which LAFC is managing and operating the parking. If insurance expires during the term, a new certificate must be received by the District within thirty (30) days of the expiration date of the existing policy. This new insurance must still meet the terms of the original contract.

iv. The insurance policies expressly required herein shall contain a provision that coverage will not be cancelled without thirty (30) days prior written notice to the District.

v. LAFC is responsible for any deductible or self-insured retention contained within the insurance program.

vi. Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by the District.

vii. Notwithstanding anything contained herein to the contrary, LAFC may self-insure any coverage required by this Lease. If LAFC is self-insured in whole or in part as to any of the above described types and levels of coverage, LAFC shall provide District with written acknowledgment of this fact at the time of the execution of this Agreement in lieu of any certificates of insurance required herein. If, at any time after the execution of this Lease, LAFC abandons its self-insured status, LAFC shall immediately notify District of

this fact and shall comply with all of the terms and conditions of this Insurance clause pertaining to policies of insurance in regard to those types and levels of insurance.

It is agreed that DISTRICT shall not be liable for the payment of any premiums or assessments on the required insurance coverage.

EXHIBIT A

Site Plan

[See the following one (1) page depicting the Coliseum Property and Sports Arena Property boundaries as of the Effective Date. The boundary of the Sports Arena Property / LAFC Premises and the improvements shown on the attached site plans are for illustration purposes only and no representation or warranty is made with respect thereto. For clarity, Exhibit B attached to this Agreement provides the precise boundary description of the Sports Arena Property / LAFC Premises.]

South Lawn

N. Colisuem Drive

Menlo Avenue

Figueroa Street

COLISEUM PROPERTY

SPORTS ARENA PROPERTY

EXHIBIT B

Legal Description of Sports Arena Property

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

PARCEL 1:

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

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

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

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

PARCEL 2:

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

COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF FIGUEROA STREET, 100 FEET WIDE, WITH THE NORTHERLY LINE OF TRACT NO. 4719, AS SHOWN ON MAP RECORDED IN BOOK 52, PAGE 48, OF MAPS, IN THE OFFICE OF SAID RECORDER; THENCE ALONG SAID WESTERLY LINE, NORTH 00° 07' 55" WEST 40.60 FEET TO THE TRUE POINT OF BEGINNING; THENCE ALONG SAID

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

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

PARCEL 3:

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

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

COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF FIGUEROA STREET, 100 FEET WIDE, WITH THE NORTHERLY LINE OF TRACT NO. 4719, AS SHOWN ON MAP RECORDED IN BOOK 52, PAGE 48, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG SAID WESTERLY LINE, N00°03'50"W 40.60 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE, N00°03'50"W 640.76 FEET TO THE TRUE POINT OF BEGINNING OF THIS EXCEPTION PARCEL; THENCE S89°57'10"W, 222.00 FEET TO THE WEST LINE OF SAID LOT P; THENCE N00°03'50"W, ALONG SAID WEST LINE, 43.16 FEET TO THE NORTHWEST CORNER OF SAID LOT P; THENCE S89°52'37"E, ALONG THE NORTH LINE OF SAID LOT P, 222.00 FEET TO THE NORTHWEST CORNER OF SAID LOT P, SAID POINT BEING ON THE WESTERLY LINE OF FIGUEROA STREET; THENCE S00°03'50"E, ALONG SAID WESTERLY LINE, 42.50 FEET TO THE TRUE POINT OF BEGINNING.

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

THE BOUNDARY OF THE LAFC PREMISES (INCLUDING ALL OF THE FOREGOING PARCEL DESCRIPTIONS) IS ALSO KNOWN AS:

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

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

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

EXHIBIT C

LAFC Lease

[See the following seven hundred seventy seven (777) pages]

GROUND LEASE

BETWEEN

UNIVERSITY OF SOUTHERN CALIFORNIA, as Landlord

AND

LAFC SPORTS, LLC, as Tenant

Dated as of December 1, 2015

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GROUND LEASE

THIS GROUND LEASE (this "**Lease**") is made and entered into as of the 1st day of December, 2015 (the "**Execution Date**"), by and between **UNIVERSITY OF SOUTHERN CALIFORNIA**, a California nonprofit public benefit corporation ("**Landlord**"), and **LAFC SPORTS, LLC**, a Delaware limited liability company ("**Tenant**"). Landlord and Tenant are sometimes generically referred to herein collectively, as the "**Parties**," and each, a "**Party**."

Preliminary Statements:

A. The Sixth District Agricultural Association, an institution of the State of California (the "**District**") is the fee owner of the property located in Los Angeles, California bounded on the north by Exposition Boulevard, on the east by Figueroa Street, on the south by Martin Luther King Jr. Boulevard and on the west by Vermont Avenue commonly known as Exposition Park (sometimes referred to herein as the "**District Property**" or "**Exposition Park**"). For clarity, the District is also known as the California Science Center pursuant to §4101 of the California Food and Agricultural Code.

B. The District, as landlord thereunder and the Los Angeles Memorial Coliseum Commission, a joint powers agency created by agreement among public agencies pursuant to Title 1, Division 7, Chapter 5 of the California Government Code (Section 6500 et seq.) (the "**Commission**"), as tenant thereunder, previously entered into: (i) that certain Coliseum Lease dated January 3, 1956, as amended by (a) those certain Amendments to Coliseum Lease dated June 17, 1971, November 3, 1976 and February 13, 2008, and (b) that certain Amendment to Coliseum Lease dated as of December 20, 2013 (as amended, collectively, the "Coliseum Ground Lease") whereby the Commission leased the Coliseum property as more particularly described in the Coliseum Ground Lease (the "**Coliseum Property**") and approximately as shown on the site plan attached hereto on **Exhibit A** (the "**Site Plan**"); (ii) that certain Sports Arena Agreement, Lease and Easement dated January 3, 1956, as extended and amended by that certain (a) Letter dated September 3, 2003 from the Commission to the District extending the term to December 31, 2054, (b) Amendment to Sports Arena Agreement, Lease and Easement dated February 13, 2008, and (c) Amendment to Sports Arena Agreement, Lease and Easement dated as of December 20, 2013 (as amended, collectively, the "**Sports Arena Lease**"); and (iii) that certain Agreement and Lease for Parcel Adjacent to Arena dated January 3, 1956 (the "**Adjacent Parcel Lease of 1955**" which, together with the Sports Arena Lease, are sometimes collectively the "**Sports Arena Ground Lease(s)**" whereby the Commission leased the Sports Arena property as more particularly described therein (the "**Sports Arena Property**"). The Coliseum Ground Lease and the Sports Arena Ground Leases are sometimes collectively referred to herein as the "**Commission Ground Leases**."

C. Landlord and the Commission previously entered into a certain Lease and Agreement dated May 14, 2008 (the "**Original USC Lease**"), as amended by that certain First Amendment to Lease and Agreement dated November 4, 2010 (the "**USC Lease First Amendment**" which, together with the Original USC Lease is collectively referred to herein as the "**Prior USC Lease**") whereby Landlord subleased the Coliseum Property only. In conjunction with the Prior USC Lease, Landlord and the District previously entered into that certain undated but fully executed Non-Disturbance Agreement (the "**Original USC NDA**" which, together with the Prior USC Lease is sometimes collectively, the "**Prior USC Agreement**"). The Prior USC Agreement related solely to the Coliseum and did not include any portion of the Sports Arena Property.

D. The Prior USC Lease was subsequently amended pursuant to that certain Second Amendment to Lease and Agreement dated as of July 29, 2013 (the "**Current USC Lease**") whereby the Sports Arena Property was added to the Coliseum Property as the premises subleased to Landlord under

the Current USC Lease toward the end that Landlord is now the subtenant of the entire Master Premises (as hereinafter defined) including, without limitation, all (i) buildings, structures, and other improvements and appurtenances now or hereafter located on the Coliseum Property (collectively, the "**Coliseum Improvements**") including, without limitation, the stadium commonly known as the Los Angeles Memorial Coliseum (the "**Coliseum**" which, together with the Coliseum Property and Coliseum Improvements is sometimes collectively referred to herein as the "**Coliseum Site**"), and (ii) existing buildings, structures, and other improvements and appurtenances located on the Sports Arena Property as of the Effective Date (the "**Existing Sports Arena Improvements**") including, without limitation, the stadium commonly known as the Los Angeles Memorial Sports Arena (the "**Sports Arena**" which, together with the Sports Arena Property and the Existing Sports Arena Improvements is sometimes collectively referred to herein as the "**Sports Arena Site**"). The Coliseum Site and Sports Arena Site are sometimes collectively referred to herein as the "**Master Premises**." The term of the Current USC Lease, including all automatic extension options thereunder, is contemplated to expire on December 31, 2054, which is the date that the authority of the Commission expires pursuant to the Joint Powers Agreement (as defined in the Current USC Lease).

E. Shortly after the execution of the Current USC Lease, Landlord and District entered into that certain Non-Disturbance Agreement dated as of September 4, 2013 (the "**USC NDA**") whereby, among other things, Landlord obtained (i) certain protections with respect to its sub-leasehold interest in the Master Premises in the event of the termination of the Commission Ground Leases, and (ii) certain rights and priorities with respect to the scheduling of events at the Coliseum and the Sports Arena and the use of District Parking Areas (as defined in Section 7.1 of the USC NDA). The USC NDA provides that if the interest of the Commission in the Master Premises is terminated prior to the expiration of the Current USC Lease, then the USC Lease will be replaced by a direct lease between Landlord and the District in the form attached to the USC NDA as Exhibit E (the "**USC NDA Lease**"). At such time, if ever, that the USC NDA Lease becomes effective, it shall replace the Current USC Lease as the USC Lease (as hereinafter defined) hereunder.

F. Concurrently with the execution of the USC NDA, the Landlord and the District entered into that certain Lease Option Agreement (Sports Arena Property) dated as of September 4, 2013 (the "**Sports Arena Option Agreement**"), as memorialized of record by that certain Memorandum of Lease Option Agreement recorded on September 24, 2013 as Document No. 20131384077 in the Official Records of the Recorder's Office, Los Angeles County, California. Pursuant to the Sports Arena Option Agreement, Landlord obtained an option (the "**Sports Arena Option**") to enter into a direct lease with the District in substantially the form of the new lease attached to the Sports Arena Option Agreement as Schedule 4 (the "**2054 Lease**") which shall commence on the expiration of the USC Lease (as hereinafter defined) then in effect and, subject to the exercise of all available extension options, expire on December 31, 2111. Subject to the terms of the Tri-Party Agreement (as hereinafter defined), if the option under the Sports Arena Option Agreement is exercised by Landlord and the 2054 Lease becomes effective between Landlord and the District, then from and after the effective date thereof, Landlord will be the direct tenant of the Premises (as hereinafter defined) and Tenant will be the subtenant thereof in accordance with the terms of this Lease. As used herein, the term "**USC Lease**" shall mean, at any specific point in time, Landlord's then applicable lease of the Sports Arena Property under the Current USC Lease, the USC NDA Lease or the 2054 Lease, as the case may be. The USC Lease, together with the Sports Arena Ground Leases are sometimes collectively referred to herein as the "**Master Leases**", and each a "**Master Lease**."

G. Tenant now desires to sub-subground lease a portion of the Master Premises consisting of the Sports Arena Site (subject to the terms of this Recital G) from Landlord in connection with the redevelopment of the Sports Arena Site; provided, however, prior to the execution of this Lease, the Parties discovered that certain boundary adjustments were required with respect to the Master Premises

(the "**Boundary Adjustments**") which require the execution of certain corrective amendatory documents with respect to, among other things, the Master Leases, the Coliseum Ground Lease, the USC NDA, and the Sports Arena Option Agreement, including exhibits to each of the foregoing (collectively, the "**Boundary Documents**" "). The Parties contemplate that the Boundary Documents will be executed by Landlord, District and the Commission in conjunction with the execution of this Lease. Prior to the full execution of the Boundary Documents related to the Sports Arena Property (the "**Sports Arena Boundary Documents**" "), the Sports Arena Site is legally described as set forth on **Exhibit B-1** attached hereto, and following the execution of the Sports Arena Boundary Documents, the Sports Arena Site shall be legally described as set forth on **Exhibit B-2** attached hereto. The foregoing change in the legal description of the Sports Arena Site shall occur automatically upon the execution of the Sports Arena Boundary Documents and shall require no further action or notice by the Parties. References in this Lease to the "Sports Arena Site" shall mean the Sports Arena Site as then exists based on the foregoing terms of this Recital G.

H. Subject to the terms of Recital G above, Landlord has now agreed to sub-subground lease a portion of the Master Premises consisting of the Sports Arena Site, together with all (i) Existing Sports Arena Improvements (and excepting any Improvements (as hereinafter defined) hereafter constructed or installed on the Sports Arena Site by Tenant which will be owned by Tenant as provided in this Lease), (ii) all rights, privileges, easements, tenements, hereditaments, rights of way and appurtenances solely belonging or pertaining thereto, and (iii) all sign rights pertaining thereto under the USC Lease or otherwise (collectively, the "**Premises**"). The Premises after the Boundary Adjustments pursuant to the Sports Arena Boundary Documents shall be approximately as depicted on the Site Plan. Pursuant to this Lease, Tenant will have the right to demolish and remove any or all Existing Sports Arena Improvements in connection with a redevelopment of the Sports Arena Site as part of the Stadium Project (as hereinafter defined). Landlord acknowledges that following the initial demolition and removal of the Existing Sports Arena Improvements, Tenant will own all Improvements and Stadium Equipment (as hereinafter defined) that may be built or installed by Tenant on or in the Premises and that Landlord will have no right, title or interest in any of the Improvements or Stadium Equipment during the Term. As used herein, the term "**Improvements**" means, collectively, all buildings, structures, improvements, appurtenances, site work, signage, elements, amenities, utility lines, conduits, facilities and systems (excluding any utility lines or facilities that are owned by any public or third party utility provider) and any other improvements of any kind or nature, including the Stadium and Stadium Equipment, which are located in, on, under or over the Premises or in the Stadium after the Commencement Date (as hereinafter defined). In addition to the uses of the Premises provided herein, Tenant will have certain rights to the use of the Coliseum Site under this Lease.

I. The Parties now desire to enter into this Lease to facilitate the Stadium Project and to memorialize their respective rights, obligations and liabilities with respect to, among other things, the Premises and certain other rights, obligations and liabilities, all upon and subject to the terms, covenants, conditions and provisions hereinafter provided.

NOW, THEREFORE, for and in consideration of the foregoing Preliminary Statements (which are hereby incorporated herein by this reference), the sum of Ten and No/100 Dollars ($10.00) each to the other paid, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant do hereby covenant and agree as follows:

1. DEFINITIONS.

1.1 **Defined Terms**. For purposes of this Lease, the following defined terms shall have the meanings set forth below throughout this Lease, except as otherwise expressly provided herein. An index

of all defined terms follows the Table of Contents to this Lease and includes the location of all defined terms used throughout this Lease, including this Section 1.1.

1.1.1 "**2054 Lease**" means the lease, if any, entered into between the District, as landlord, and Landlord, as tenant, for the Premises pursuant to the Sports Arena Option Agreement.

1.1.2 "**Additional Rent**" means all sums that this Lease requires Tenant to pay to Landlord (including any obligations of Tenant hereunder to reimburse Landlord), whether or not expressly called Additional Rent, except Fixed Rent. Additional Rent shall be deemed to include Real Estate Taxes and insurance premiums payable by Tenant hereunder, even if not paid or payable to Landlord, to the extent necessary to satisfy Landlord's real estate tax and insurance obligations under the USC Lease. Except for such Real Estate Taxes and insurance premiums, Additional Rent will not include any amounts payable by Tenant to (i) any third party (regardless of whether this Lease obligates Tenant to make such payment), or (ii) Landlord under any other agreement between Landlord and Tenant, regardless of whether such agreement or general obligation is described in this Lease in any manner.

1.1.3 "**Affiliate**" of any specified Person means any other Person (i) such specified Person controls, (ii) that Controls such specified Person, or (iii) is under common Control with such specified Person. The term **"Affiliated"** shall have the correlative meaning.

1.1.4 "**Anticipated Final Approvals Date**" means May 15, 2016, which date is the anticipated date Tenant will have obtained all Final Approvals required for the Stadium Project, as such date may be extended as provided in Section 2.5 hereof.

1.1.5 "**Application**" means any agreement, application, certificate, verification, acknowledgment, document, or submission (or amendment of any of the foregoing): (i) necessary or appropriate for Tenant to secure an Approval or to use and operate the Premises in accordance with this Lease; or (ii) otherwise reasonably necessary and appropriate to permit Tenant to realize the benefits of the Premises under this Lease.

1.1.6 "**Approval(s)**" means any and all entitlements, permits, variances, relief, assurances, approvals, amendments, addenda, licenses, easements, agreements, authorizations, consents, confirmations, concurrences, coordination and certifications from all Governmental Authorities, utility companies, authorities or providers, Landlord and/or any other third party that Tenant determines to be necessary or required in connection with the Stadium Project, including all necessary (i) governmental, tax, economic and/or development incentives, financing, bonds, assurances, grants, credits, rebates or relief (collectively, "**Development Incentives**", (ii) development and construction rights for the Stadium Project (both on the Premises and off-site), including the right to stage construction and all rights and easements related to any off-site areas and improvements, and (iii) use (including alcohol sales), operation and signage rights (both on the Premises and off-site), including the preliminary list of anticipated Approvals to be pursued by Tenant as set forth on **Exhibit G** attached hereto, and any other Approvals referenced on **Exhibit H** attached hereto.

1.1.7 "**Bankruptcy Law**" means Title 11, United States Code, and any other or successor state or federal statute relating to assignment for the benefit of creditors, appointment of a receiver or trustee, bankruptcy, composition, insolvency, moratorium, reorganization, or similar matters.

1.1.8 "**Bankruptcy Proceeding**" means any proceeding, whether voluntary or involuntary, under any Bankruptcy Law.

1.1.9 "**Bankruptcy Sale**" means a sale of any property, or any interest in any property, under 11 U.S.C. §363 or otherwise in any bankruptcy, insolvency, or similar proceeding affecting the owner of such property.

1.1.10 "**Bankruptcy Termination Option**" means Tenant's right to treat this Lease as terminated under 11 U.S.C. §365(h)(1)(A)(i) or any comparable provision of law.

1.1.11 "**BID**" means any business improvement district or similar district or program, proposed or actual, that includes, may include, or affects the Premises.

1.1.12 "**Builder**" means one or more licensed construction company(ies) that contracts directly with Tenant for the construction of any portion of any Major Construction.

1.1.13 "**Business Day**" means any weekday on which State-chartered banks are open to conduct regular banking business with bank personnel.

1.1.14 "**Casualty**" means damage to or destruction of any property (including the Premises and Improvements) resulting from fire, explosion, flood, earthquake, severe and unusual inclement weather or other act or incident of nature or any other unusual, unanticipated, unforeseen or catastrophic event or occurrence typically considered to be a casualty in the commercial real estate industry.

1.1.15 "**Casualty Termination**" means a termination of this Lease because of a Substantial Casualty, when and as this Lease expressly allows such a termination.

1.1.16 "**CFD**" means any community facilities district, proposed or actual, formed (or to be formed) under the Mello-Roos Community Facilities Act of 1982 (Cal. Gov't Code §53311 *et seq.*) that includes, may include, or affects the Premises.

1.1.17 "**City**" means the City of Los Angeles, California.

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

1.1.19 "**Club**" means the Major League Soccer team to be owned and operated by Tenant or any Transferee.

1.1.20 "**Commencement Date**" shall mean the commencement of the Initial Term which shall be on the Delivery Date.

1.1.21 "**Condemnation**" means any temporary or permanent taking of (or of the right to use or occupy) the Premises, or any portion thereof or Improvements thereon, by condemnation, eminent domain, or any similar proceeding, whether direct or indirect and including any and all rights, easements and interests therein or appurtenant thereto. As used in this Lease, the term "Condemnation" will include related terms such as "condemned," "taking" or "taken" when used in the context of Condemnation, and the term "**Taken Interest**" shall collectively mean the applicable property, right, title or interest that is the subject of any Condemnation. For clarity, a taking of any District Property, including a taking of access, parking or utility rights available to Tenant or the Premises that are required for the normal use and operation of the Premises, including all businesses operated thereon, will

constitute a Condemnation hereunder and are sometimes collectively referred to herein as an "**Indirect Taking**".

1.1.22 "**Condemnation Award**" means any award(s) paid or payable (whether or not in a separate award) after the Commencement Date because of or as compensation for any Condemnation, including: (i) any award made for any Improvements, including site and utility improvements and facilities that are the subject of the Condemnation; (ii) the full amount paid or payable by the condemning Governmental Authority (the "**condemning authority**") for the estate that is the subject of the Condemnation, as determined in such Condemnation; and (iii) any interest on the award. In the case of Tenant only, a Condemnation Award will also include any other sums payable to Tenant on account of such Condemnation, including any compensation for losses or damages with respect to an Indirect Taking and/or any loss of Tenant's use or occupancy, including any Premises Ancillary Business and all business goodwill associated therewith, any prepayment premium under any Leasehold Mortgage, any moving and relocation costs, loss of or replacement to any Stadium Equipment and any other compensable economic loss or damage that Tenant may pay, suffer or incur, directly or indirectly, as a result of any Condemnation. In the case of Landlord only, a Condemnation Award will also include any other sums payable to Landlord on account of such Condemnation, including the present value of future rents under this Lease, any compensation for losses or damages with respect to an Indirect Taking and any other compensable economic loss or damage that Landlord may pay, suffer or incur, directly or indirectly, as holder of the Landlord's Estate as result of any Condemnation.

1.1.23 "**Condemnation Effective Date**" means, for any Condemnation, the date the condemning authority has acquired title to or possession of the Taken Interest, or the date Tenant's right to use, occupy or otherwise fully enjoy the Taken Interest in connection with the use and operation of the Premises or any applicable portion thereof pursuant to this Lease or any Stadium Project Documents ceases, if earlier.

1.1.24 "**Construction**" means any alteration, improvement, construction, demolition, development, expansion, reconstruction, redevelopment, repair, Restoration, or other work affecting or effecting any Improvements on the Premises, including new construction. For clarity, the use of any of the foregoing words, including "construction" in lower case throughout this Lease will have their ordinary, plain English meaning and will not be deemed to mean "Construction" as broadly defined herein.

1.1.25 "**Construction Contract**" means any contract entered into by Tenant and any Builder in connection with such Builder's construction of any portion of any Major Construction.

1.1.26 "**Control**" means the possession, directly or indirectly, of either: (a) more than 50% direct or indirect ownership of the Equity Interests of a Person; or (b) the power to direct or cause the direction of the management and policies of such Person, whether by ownership of Equity Interests, by contract, or otherwise.

1.1.27 "**County**" means the County of Los Angeles, California.

1.1.28 "**CPI**" means the United States Department of Labor, Bureau of Labor Statistics "Consumer Price Index" for Urban Wage Earners and Clerical Workers (CPI-W), All Items published for Los Angeles–Riverside–Orange County, CA, with a base of 1982-1984 = 100. If the CPI ceases to be published, with no successor index, then the parties shall reasonably agree upon a reasonable substitute index. The CPI for any date means the CPI last published before the calendar month that includes such date.

1.1.29 "**CPI Adjustment Factor**" means, as of any adjustment date in this Lease, the number determined as follows: (i) with respect to Fixed Rent, the greater of (a) one (1), or (b) the quotient obtained by dividing the CPI for the calendar month immediately preceding the applicable adjustment date by the CPI for the same calendar month in the immediately preceding year *[for example, if Fixed Rent first adjusted on April 1, 2017, the CPI Adjustment Factor would be the greater of (a) one (1), or (b) the CPI for March of 2017 divided by the CPI for March of 2016, and such number will be multiplied by the Fixed Rent then payable for the immediately preceding year to determine the Fixed Rent payment for the current Lease Year]*; or (ii) with respect to any amount stated in this Lease which is subject to a CPI adjustment (other than for Fixed Rent) (i.e., an amount which is to be multiplied by the CPI Adjustment Factor), the greater of (a) one (1), or (b) the quotient obtained by dividing the CPI for the calendar month immediately preceding the applicable adjustment date by the CPI for the month in which the Execution Date occurs *[for example, if an amount is to be adjusted as of June 1, 2025 and the Execution Date was November 1, 2015, then the CPI Adjustment Factor would be the greater of (a) 1.00 or (b) the CPI for May of 2025 divided by the CPI for November of 2015]*.

1.1.30 "**Default**" means an uncured default or breach under this Lease by a Party following delivery of a Default Notice and the expiration of any applicable cure period provided to such Party under this Lease. A Default may consist of a Monetary Default or a Non-Monetary Default. For clarity, the use of the lower case words "default" or "breach" in the context of this Lease shall mean any alleged or actual default or breach of this Lease by a Party either prior to delivery of a Default Notice (if applicable) or after delivery of a Default Notice (if applicable) but prior to the expiration of any applicable cure period.

1.1.31 "**Default Interest**" means interest at an annual rate equal to the lesser of: (a) the Prime Rate plus five (5) percent per annum; or (b) the Usury Limit.

1.1.32 "**Default Notice**" means a Notice of breach or default under this Lease delivered to the defaulting Party and describing the applicable breach or default in reasonable detail.

1.1.33 "**Depository**" means an Institutional Lender designated by a Leasehold Mortgagee (or, if no Leasehold Mortgage exists, then by Tenant). A Leasehold Mortgagee may designate itself or its agent or servicer as Depository.

1.1.34 "**Dispute Resolution Proceeding**" means any legal or other dispute resolution or valuation proceeding or procedure of any kind relating to this Lease or the Premises, including any: (a) litigation (including trial and appellate litigation and hearings at all levels), including any action by Landlord or Tenant to interpret or enforce any terms of this Lease, including any rights and remedies available to either Party; or (b) appraisal, arbitration, or mediation process or proceeding, whether or not identified as adversarial.

1.1.35 "**Equipment Lien**" means any security interest, financing lease, personal property lien, conditional sales agreement, chattel mortgage, security agreement, title retention arrangement or any similar arrangement (including any related financing statement) for Tenant's acquisition or leasing of any Financed FF&E used in the Premises that is leased, purchased under conditional sale or installment sale arrangements, encumbered by a security interest, or used under a license, provided that each Equipment Lien encumbers or otherwise relates only to the Financed FF&E for which such secured party provides bona fide purchase-money financing or a bona fide equipment lease, after the Execution Date (but not effective prior to the Delivery Date). A Leasehold Mortgage is not an Equipment Lien.

1.1.36 "**Equity Interest**" means all or any part of any direct or indirect equity or ownership interest(s) (whether stock, partnership interest, beneficial interest in a trust, membership interest, or other interest of an ownership or equity nature) in any entity at any tier of ownership that directly or indirectly owns or holds any ownership or equity interest in a Person.

1.1.37 "**Estoppel Certificate**" means a statement, addressed to the Requesting Party, or as the Requesting Party reasonably directs, in substantially the form of **Exhibit D-1** attached hereto or, if Tenant is the Requesting Party and the intended recipient is a prospective or current Leasehold Mortgagee, such statement as shall be on such Leasehold Mortgagee's customary ground lease estoppel certificate form, subject to Landlord's reasonable approval and such commercially reasonable changes as may be required at the time of such request.

1.1.38 "**Expiration Date**" means the actual date when this Lease (i) is terminated (with such termination effective) subject to and in accordance with the terms, conditions and provisions of this Lease, or (ii) expires in accordance with its terms.

1.1.39 "**FF&E**" means all movable trade fixtures, furniture, furnishings, equipment and machinery, including lighting, telephone, telecommunications and facsimile transmission equipment, point of sale equipment, broadcast and media equipment, televisions, radios, network racks, and computer systems and peripherals inventory, partitions, shelving, signs and all other personal property now or hereafter owned by Tenant or anyone claiming through Tenant (excluding Stadium Equipment) that may be removed without material damage to the structural integrity of any building or any major building systems.

1.1.40 "**Final Approval**" means with respect to each approval that such Approval that has been obtained and received by Tenant (in form and substance satisfactory to Tenant in Tenant's sole discretion), with such Approval being final, non-appealable, unconditional (except for any conditions determined to be acceptable to Tenant in Tenant's sole discretion) and not subject to contest, challenge or litigation.

1.1.41 "**Financed FF&E**" means any FF&E subject to an Equipment Lien in favor of a lessor or lender that actually provides bona fide financing or a bona fide equipment lease after the Execution Date (but not effective prior to the Delivery Date) for Tenant's acquisition or use of such FF&E.

1.1.42 "**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, including the sale of the Leasehold Estate by a receiver appointed upon the motion of the Leasehold Mortgagee.

1.1.43 "**General Scope of Development**" means the conceptual site plan and building elevations (i) for the Stadium approved by Landlord and attached hereto as **Exhibit F** with respect to the Initial Development, or (ii) approved or deemed approved by Landlord pursuant to Section 9.8.2 for any subsequent Major Construction.

1.1.44 "**Governmental Authority**" means each and every governmental (whether federal, regional, state, county, city, township or local) agency, authority, bureau, department, quasi-governmental body, or other entity or instrumentality with jurisdiction over the District Property (including the Premises) and any applicable off-site areas required in connection with the Stadium Project, Landlord, Tenant, the Stadium Project, or any use or activity this Lease allows, and the review,

concurrence, approval or issuance, as the case may be, of any Approvals, including (i) the United States federal government, (ii) the State and County governments and their subdivisions and municipalities, (iii) the City, (iv) the District, (v) the Commission, and (vi) all other applicable governmental agencies, authorities, and subdivisions thereof and any applicable Exposition Park stakeholder or entity that is operated or controlled by any of the foregoing. Without limiting the foregoing, Governmental Authority shall also include any planning commission, board of standards and appeals, department of building and safety, city council, zoning board of appeals, department of transportation, department of engineering, department of water and power, any planning board or other commission with jurisdiction over the District Property, including the Premises, the Stadium Project, the Approvals or any use or activities on or at the Premises or any off-site areas or allowed by the Approvals.

1.1.45 "**Immaterial Loss**" means a Casualty or Condemnation that (i) does not impede Tenant's ability to continue to use the Premises, including all Improvements (including the Stadium) for any of the uses permitted under this Lease immediately following such Casualty or Condemnation and throughout the Restoration process, or (ii) if occurring during Construction, does not cause any Unavoidable Delay or create any other delay that will jeopardize the Target Opening (as hereinafter defined), and in any case, results in Restoration costs of less than Twenty-Five Million Dollars ($25,000,000) times the CPI Adjustment Factor.

1.1.46 "**Indemnify**" shall mean to indemnify, defend, protect and hold the applicable Indemnitee harmless from and against any and all Claims related to bodily injury, death or property damage paid, suffered or incurred by the Indemnitee as a result of or caused by or arising from the matter which is the subject of the indemnity, but excluding Claims arising in whole or in part from the negligence or willful misconduct or intentional wrongdoing of any Indemnitee or any Person claiming by, through or under such Indemnitee. Indemnitor's counsel shall be subject to Indemnitee's approval, not to be unreasonably withheld. Any counsel satisfactory to Indemnitor's insurance carrier shall be automatically deemed satisfactory. Any reference herein to a Party's "Indemnification" obligation shall mean and refer to such Party's applicable obligation to Indemnify hereunder that is the subject of such reference. If the use of the word "Indemnify" in the context of any provision of this Lease refers solely to any type of economic harm paid or incurred by a Party resulting from the acts of the other Party hereto and which is not the result of a third party Claim (for example, any monetary loss, damage or liability, as opposed to bodily injury or death to persons or damage to Property), then the word "Indemnify" in that context shall mean "reimburse", but shall not have a corresponding obligation or duty by the Indemnitor to defend the Indemnitee with respect to such non-personal injury, non-property damage related economic harm that does not involve a third party Claim. The terms of this Section 1.1.46 will not limit the specific terms of any indemnification obligation set forth elsewhere in this Lease.

1.1.47 "**Indemnitee**" means any Person entitled to be Indemnified under this Lease and its officers, directors, shareholders, members, partners, trustees, mortgagees, agents and employees.

1.1.48 "**Indemnitor**" means a Party that agrees to Indemnify any other Person under this Lease.

1.1.49 "**Institutional Lender**" means: (1) a bank (state, federal or foreign), trust company (in its individual or trust capacity), insurance company, credit union, savings bank (state or federal), pension, welfare or retirement fund or system, real estate investment trust (or an umbrella partnership or other entity of which a real estate investment trust is the majority owner), federal or state agency regularly making or guaranteeing mortgage loans, investment bank, financing subsidiary of a Fortune 500 company (such as General Electric Capital Corporation), real estate mortgage investment conduit, or securitization trust; (2) any Person actively engaged in commercial real estate financing and having total assets (on the date when its Leasehold Mortgage is executed and delivered, or on the date of

such Leasehold Mortgagee's acquisition of its Leasehold Mortgage by assignment, but excluding the value of any Leasehold Mortgage encumbering this Lease) of at least $500,000,000; (3) any Person that is a wholly owned subsidiary of or is a combination of any one or more of the foregoing Persons; or (4) any of the foregoing when acting as trustee, agent, or administrative agent for other lender(s) or investor(s), whether or not such other lender(s) or investor(s) are themselves Institutional Lenders. The fact that a particular Person (or any Affiliate of such Person) is a partner, member, or other investor of the then Tenant shall not preclude such Person from being an Institutional Lender and a Leasehold Mortgagee provided that: (x) such entity has, in fact, made or acquired a bona fide loan to Tenant secured by a Leasehold Mortgage or is a Mezzanine Lender; and (y) such entity otherwise qualifies as an Institutional Lender and a Leasehold Mortgagee (as applicable).

1.1.50 "**Insubstantial Condemnation**" means any Condemnation except a Total Condemnation, a Substantial Condemnation, a Temporary Condemnation, or an Immaterial Loss.

1.1.51 "**Interim Term**" means the period commencing on the Execution Date and ending upon the Commencement Date.

1.1.52 "**LAFC Lease Documents**" shall mean, collectively, this Lease, the Tenant NDA, the Tri-Party Agreement and the OEA.

1.1.53 "**Landlord Ancillary Agreement(s)**" shall mean, collectively, any Sublease or other contract, agreement, document or instrument granting Landlord the right to use any portion of the Premises including, without limitation, for any Landlord Event.

1.1.54 "**Landlord Event**" collectively means all USC Field Events and any other permitted use of any portion of the Premises or any Improvements thereon by Landlord from and after the Commencement Date, which in each case will be in accordance with and subject to the applicable terms and conditions related thereto pursuant to a Landlord Ancillary Agreement.

1.1.55 "**Landlord Game Day**" means any day on which the USC football team is scheduled to play a football game at the Coliseum. "Landlord Game Day" shall also include (i) USC's annual "Spring Game", (ii) any day an NFL team is scheduled to play a football game at the Coliseum in the event that a National Football League ("**NFL**") team shall have the right to play its home games at the Coliseum in accordance with and subject to the terms of the Sports Arena Agreements, and (iii) any day on which the Olympics (or one or more Olympic events) or the Special Olympics (or one or more Special Olympic events) are scheduled to be held at the Coliseum.

1.1.56 "**Landlord MAE**" has the meaning set forth in Section 9.6.

1.1.57 "**Landlord Mortgage**" means any Mortgage that encumbers all or part of the Landlord's Estate.

1.1.58 "**Landlord Mortgagee**" means any Mortgagee holding a Landlord Mortgage.

1.1.59 "**Landlord Revenue Rights**" means, collectively, (i) ticket revenues from non-premium ticket sales from Tenant's ticket office for Landlord Events net of the fee described in Section 6.2.2 hereof, (ii) all revenues Landlord is entitled to receive in connection with any Landlord Event pursuant to the terms of any Landlord Ancillary Agreement, (iii) all revenues generated in connection with a USC Team Field Event, excluding revenue from any Premises Ancillary Business (as hereinafter defined) which shall be and remain Project Revenue hereunder, (iv) all revenues derived by USC from any USC Advertising Rights and USC Media Rights, and (v) all Rent.

1.1.60 "**Landlord Use(s)**" shall collectively mean and refer to the use of any portion of the Premises or any Improvements thereon or any Stadium Ancillary Areas (as hereinafter defined) by Landlord in connection with any Landlord Event, in each case in accordance with and subject to the terms and conditions of the applicable Landlord Ancillary Agreement for such Landlord Event.

1.1.61 "**Landlord's Estate**" means Landlord's leasehold estate in the Premises through the USC Lease, including Landlord's reversionary interest in the Premises after the Expiration Date.

1.1.62 "**Landlord's Group**" shall mean Landlord and its Affiliates and their respective officers, directors, shareholders, partners, members, trustees, employees, contractors, consultants and agents or any party claiming by, through or under any of them.

1.1.63 "**Laws**" means all laws, treaties, statutes, ordinances, requirements, orders, consent orders, codes, judgments, decrees, consent decrees, proclamations, directives, rules, regulations, and any other legally binding requirements of any Governmental Authority, and the common law, affecting the Premises, this Lease, or any Construction in any way, including any use, maintenance, taxation, operation, or occupancy of, or environmental conditions affecting, the Premises, or relating to any Real Estate Taxes, or otherwise relating to this Lease or any Stadium Project Document or any Party's rights and remedies under this Lease or any Stadium Project Document, whether in force at the Commencement Date or passed, enacted, or imposed at some later time, subject in all cases, however, to any applicable exclusion, waiver, variance, or exemption.

1.1.64 "**Lease Impairment**" means Tenant's: (a) Modifying this Lease in a manner that increases the Rent, reduces the Term, terminates the Lease or otherwise materially adversely affects Tenant's rights (including any permitted uses) or obligations under this Lease, or Modifies any provision of Section 20 without Leasehold Mortgagee's written consent or any provision of Section 30 without MLS's written consent; (b) consenting, or failing to object, to a Bankruptcy Sale of the Premises; or (c) exercising any Bankruptcy Termination Option.

1.1.65 "**Lease Termination Notice**" means a Notice stating this Lease has terminated, and describing in reasonable detail any uncured Defaults.

1.1.66 "**Lease Year**" means each twelve (12) month period commencing upon January 1 after the Commencement Date. Notwithstanding anything herein to the contrary, the first Lease Year shall commence on the Commencement Date and shall end on the first December 31 occurring after the end of twelve (12) full calendar months following the Commencement Date. Each Lease Year subsequent to the first Lease Year after the Commencement Date shall commence on January 1 and end on December 31.

1.1.67 "**Leasehold Estate**" means Tenant's leasehold estate and all of Tenant's rights, easements, licenses, benefits, options, privileges, and remedies under this Lease, including the Sports Arena Rights.

1.1.68 "**Leasehold Mortgage**" means any Mortgage, collateral assignment, or other lien (as Modified from time to time) (but not an Equipment Lien) encumbering this Lease, the Leasehold Estate, or any portion of the Premises, Improvements or Stadium Equipment owned by Tenant**.** A Leasehold Mortgage shall not attach to the Landlord's Estate.

1.1.69 "**Leasehold Mortgagee**" means a holder of a Leasehold Mortgage (and its successors and assigns). Tenant shall provide Landlord with Notice of the name and address of its

Leasehold Mortgagee, and until Tenant provides Landlord with such Notice, (i) Landlord will have no obligations hereunder with respect to such Leasehold Mortgagee, and (ii) such Leasehold Mortgagee will have no rights or remedies under, and shall not be a third party beneficiary of, this Lease.

1.1.70 "**Leasehold Mortgagee's Consent**" for any matter that expressly refers to "Leasehold Mortgagee's Consent" means Leasehold Mortgagee's prior (or, at Leasehold Mortgagee's option, simultaneous or subsequent) written consent to such matter. If this Lease requires Leasehold Mortgagee's Consent for a particular matter, then Leasehold Mortgagee may withhold consent for any reason or no reason (i.e., in its sole, absolute, and unreviewable discretion) except where this Lease or the Leasehold Mortgage (or any loan document the Leasehold Mortgage secures) expressly states otherwise. When no Leasehold Mortgagee exists, references to Leasehold Mortgagee's Consent shall be disregarded. Nothing in this definition shall require Landlord to obtain (or to confirm that Tenant obtained) any consent from any Leasehold Mortgagee except where this Lease expressly requires "Leasehold Mortgagee's Consent."

1.1.71 "**Leasehold Mortgagee's Cure**" means, subject to and in accordance with this Lease, any Leasehold Mortgagee's: (a) actions taken to cure any breach of this Lease by Tenant, including any Default, whether or not successful, and/or (b) cure of a breach of this Lease by Tenant or any Tenant Default.

1.1.72 "**Leasehold Mortgagee's Cure Rights**" means all rights of Leasehold Mortgagee(s) under this Lease to effectuate any Leasehold Mortgagee's Cure.

1.1.73 "**Liability Insurance"** means all forms of liability insurance against claims for personal injury, death, or property damage occurring upon, in, or about the Premises, including the insurance policies required under Sections 14.1.2 through 14.1.9, inclusive, of this Lease.

1.1.74 "**Loss**" means any Casualty or Condemnation.

1.1.75 "**Loss Delays**" shall collectively mean any period of time necessary or required for, or delays that Tenant suffers or incurs as result of or due to, (i) the adjustment of any applicable insurance claim(s) or negotiation, valuation, contest, challenge or litigation related to a Loss, (ii) the collection of all Loss Proceeds, including all of the matters covered by Loss Collection Costs (as hereinafter defined), (iii) the design, permitting and construction of any Restoration, including any period required to obtain all necessary Approvals, including any contest, challenge or litigation related thereto, (iv) any and all Unavoidable Delays, and (v) any and all Landlord caused delays.

1.1.76 "**Loss Proceeds**" means any Condemnation Award(s) and/or Property Insurance Proceeds, as the context requires.

1.1.77 "**Market Value**" of the Landlord's Estate or the Leasehold Estate means, as of any date of determination, the present fair market value of such estate (including the fair market value of the rights of the holder of such estate in and to any Improvements) as of such date, considered: (a) as if no Loss had occurred; (b) without adjusting for any expectation of any Loss; (c) assuming continuation of this Lease, and therefore disregarding any early termination of this Lease; (d) taking into account the benefits and burdens of this Lease, the remaining Term and all other matters affecting such estate and its valuation; and (e) discounting to present value all the obligations and benefits associated with such estate (including, in the case of the Landlord's Estate, the Rent and Landlord's reversion). The Market Value shall be determined as if the Term: (i) were to continue until the Scheduled Expiration Date, and (ii) included, prospectively, all Extension Terms except any Extension Term for which Leasehold Mortgagee or (with Leasehold Mortgagee's Consent) Tenant Notifies Landlord that Tenant would not have exercised

the Extension Option in due course. Market Value shall be determined independently of, and without regard to, any valuation established in a Condemnation. To the extent that Tenant has violated this Lease and such violation has diminished the value of the Landlord's Estate, Landlord may require that such diminution in value be disregarded in determining the Market Value of the Landlord's Estate. In that case, such Market Value shall be determined as if Tenant had complied with all applicable obligations under this Lease. Market Value shall be determined in accordance with the process set forth on **Exhibit E**.

1.1.78 "**Memorandum of Lease**" means a memorandum of this Lease, in recordable form and otherwise in substantially the form attached to this Lease on **Exhibit K** attached hereto.

1.1.79 "**Mezzanine Lender**" means a Person that provides bona fide financing to Tenant, or Tenant's principals or constituent entity(ies), and receives a pledge of equity or other ownership interests of Tenant as security for such financing. The successors and assigns of any such Person shall also be a Mezzanine Lender hereunder.

1.1.80 "**MLS**" means Major League Soccer, L.L.C. and its successors or assigns.

1.1.81 "**MLS Documents**" means all documents, instruments and agreements with MLS and/or its Affiliates to which Tenant and/or Tenant's Affiliates, including any of Tenant's principals, are a party and by which Tenant's and/or such Tenant Affiliates' interest in the Club was acquired and/or by which Tenant, Tenant's Affiliates or the Club are subject to or bound by, including the MLS Requirements.

1.1.82 "**MLS Requirements**" means collectively all of the rules, regulations or requirements of the MLS which govern or regulate, or impose conditions or standards on or with respect to, the Stadium, including the Stadium Field, Tenant, the Club or the use and operation of the Premises.

1.1.83 "**Modification**" means any abandonment, amendment, cancellation, discharge, extension, modification, rejection, renewal, replacement, restatement, substitution, supplement, surrender, termination, or waiver of a specified agreement or document, or of any of its terms or provisions, or the acceptance of any cancellation, rejection, surrender, or termination of such agreement, document, or terms. For clarity, the use of the word "modification" or any similar term (for example, change, alteration or amendment) in lower case will have its ordinary, plain English meaning and will not be deemed to mean "Modification" as defined herein.

1.1.84 "**Modify**" means agree to, cause, make or permit any Modification. For clarity, the use of the word "modify" or any similar term (for example, change, alter or amend) in lower case will have its ordinary, plain English meaning and will not be deemed to mean "Modify" as defined herein.

1.1.85 "**Monetary Default**" means a Party's failure to pay any amounts either (a) due to the other Party under this Lease or (b) solely with respect to Tenant, constituting Additional Rent, even if not payable to Landlord, in each case when and as this Lease requires payment, following delivery of a Default Notice with respect to such failure to pay and the expiration of any applicable cure period provided under this Lease, excluding any monetary amounts due to a Party from the other Party pursuant to a separate agreement between Landlord and Tenant (including any Landlord Ancillary Agreements or any agreement between the Parties related to Tenant's use of the Coliseum), regardless of whether such obligation is generally described in this Lease, provided, however, that nothing contained herein will in any manner limit, modify, waiver, release, terminate or otherwise adversely affect any right of set-off available to Tenant or Landlord under this Lease or such other agreement.

1.1.86 "**Mortgage**" means any mortgage, deed of trust, security deed, contract for deed, deed to secure debt, or other voluntary real property (including leasehold) security instrument(s) or agreement(s) intended to grant real property (including leasehold) security for any obligation (including a purchase-money or other promissory note) encumbering the Leasehold Estate or the Landlord's Estate, as entered into, Modified, consolidated, increased, decreased, assigned (wholly or partially) or collaterally assigned from time to time, unless and until paid, satisfied, and discharged of record. If two or more such mortgages are consolidated or restated as a single lien or held by the same Leasehold Mortgagee or Landlord Mortgagee (as applicable), then all such mortgages so consolidated, restated, or shall constitute a single Mortgage. A Mortgage may be either a Landlord Mortgage or a Leasehold Mortgage or both. A participation interest in (or partial assignment of the secured loan) a Mortgage does not itself constitute a Mortgage.

1.1.87 "**Mortgagee**" means a holder of any Mortgage and its successors and assigns.

1.1.88 "**New Lease**" means a new lease of the Premises and related memorandum of lease. Any New Lease shall: (a) commence immediately after this Lease terminated; (b) continue for the entire remaining term of this Lease, 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 Lease gave Tenant, including all Sports Arena Rights; (d) have the same terms and the same priority as this Lease, 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.

1.1.89 "**New Tenant**" means Leasehold Mortgagee or its designee or nominee.

1.1.90 "**Non-Monetary Default**" means a Party's (a) failure to perform, comply with, satisfy or observe any affirmative or negative covenant or obligation in this Lease, excluding a Monetary Default; or (b) breach or misrepresentation of any representation or warranty (as of the date made or deemed remade hereunder) made in this Lease, in each case, when and as this Lease requires, following delivery of a Default Notice and the expiration of any applicable cure period provided to the defaulting Party under this Lease.

1.1.91 "**Notice**" means any consent, demand, designation, election, notice, or request relating to this Lease, including any Notice of Default. Notices shall be delivered, and shall become effective, only in accordance with the "Notices" Article of this Lease. Any reference to a Party giving or delivering a Notice of any kind under this Lease shall require that such Notice be in writing.

1.1.92 "**Notify**" means give a written Notice.

1.1.93 "**Notice of Default**" means any Notice claiming or giving notice of an actual or alleged breach or default under this Lease.

1.1.94 "**OEA**" means the Operation and Easement Agreement between Tenant and the District providing Tenant with any off-site easements or rights with respect to the use of any portions of Exposition Park that are located off of the Master Premises that Tenant deems necessary for the development, Construction and use of the Stadium Project, together with a Supplemental Agreement thereto, each in form and substance satisfactory to Tenant and approved in writing by Landlord (which approval shall not be unreasonably withheld, conditioned or delayed).

1.1.95 "**Permitted Exceptions**" shall collectively mean the title exceptions described on **Exhibit L** attached hereto.

1.1.96 "**Person**" means any association, corporation, Governmental Authority, individual, joint venture, joint-stock company, limited liability company, partnership, trust, unincorporated organization, or other entity of any kind.

1.1.97 "**Plans and Specifications**" means plans and specifications for Major Construction prepared by Tenant's Architect (and/or a licensed engineer, as applicable), submitted in such machine-readable format as is then customary in the architectural or engineering profession. Tenant may modify the Plans and Specifications at any time or from time to time, subject to the terms of Article 9 hereof. The "Plans and Specifications" with respect to any Major Construction shall mean the original Plans and Specifications therefor as so modified. For clarity, the use of the terms "plans" or "plans and specifications" in lower case will have their ordinary, plain English meaning and will not be deemed to mean Plans and Specifications for Major Construction, except as the context other requires.

1.1.98 "**Post-Foreclosure Tenant**" means any assignee, purchaser, or transferee of the Leasehold Estate through a Foreclosure Event, including Leasehold Mortgagee or its designee. Any Post-Foreclosure Tenant shall have all the rights and obligations of Tenant under this Lease, subject to the terms of this Lease.

1.1.99 "**Prime Rate**" means the prime rate or equivalent "base" or "reference" rate for corporate loans that is published in the Wall Street Journal or a comparable national business publication if such rate is no longer published in the Wall Street Journal. If such rate is no longer published in the Wall Street Journal or a comparable national business publication, then at Tenant's election, by Notice to Landlord, the Prime Rate herein shall be the rate that is equal to the average of such rates as announced by the three (3) largest (in terms of asset size) United States commercial banks. If either of the foregoing rates is no longer published or announced, as the case may be, then the Prime Rate herein shall be the reasonably equivalent rate published or announced by an authoritative third party as may then typically be used in the commercial real estate or real estate loan industry to establish a prime or reference rate in real estate transactions. Notwithstanding anything to the contrary in this paragraph, the Prime Rate shall never exceed the Usury Limit.

1.1.100 "**Prohibited Lien**" means with respect to any Party, any mechanic's, vendor's, laborer's, or material supplier's statutory lien or other similar lien arising from work, labor, services, equipment, or materials supplied, or claimed to have been supplied, to such Party (or anyone claiming by, through or under such Party), which lien attaches (or may attach upon termination of this Lease) to the Premises or the estate of the other Party. An Equipment Lien is not a Prohibited Lien.

1.1.101 "**Project Contracts**" shall collectively mean (i) all Subleases, including with respect to any or all portions of the Adjacent Building and for all Stadium Ancillary Uses, (ii) all service, brokerage, management, operation, ticketing, security, event, conference, hospitality, display, broadcast, media, advertising, sponsorship, and naming rights contracts or agreements in any form, (iii) all third-party contracts relating to the design, development and construction of any Improvements, including the Stadium Project, whether directly or through construction management, architectural, design-build and/or development management agreements), (iv) all easements and agreements of any kind that are included as part of the Approvals or are otherwise required in connection with any Final Approvals, including agreements related to Development Incentives, and (v) any other leases, contracts, agreements, work orders or authorizations that Tenant may, in its sole discretion require, in each case related in any manner to the ownership (as applicable), financing, construction, development, or installation of all Improvements, Stadium Equipment and FF&E and the use, control, management or operation of the Premises, including the provision of any services thereto.

1.1.102 "**Project Revenue**" shall collectively mean, all revenue, receipts, proceeds and profits from any source derived from the Premises, including (i) from all permitted uses and Tenant's rights under this Lease or any Stadium Project Documents, (ii) directly or indirectly from all Project Contracts, including from the use, Sublease, assignment or sale of any media rights, Naming Rights, signage and advertising, (iii) from all Approvals, including any Development Incentives, and (iv) from the ownership, development, Construction, operation, control, management, leasing, maintenance, repair or use of the Premises or any Stadium Ancillary Areas, excluding only any and all Landlord Revenue Rights expressly provided in this Lease.

1.1.103 "**Property Insurance**" means insurance providing coverage for the Premises, the Stadium, and Stadium Equipment, against loss, damage, or destruction on a Special Perils form (and including coverage for flood) in an amount equal to 100% of the replacement value (without deduction for depreciation) of the Stadium and Stadium Equipment (excluding excavations and foundations) and in any event sufficient to avoid co-insurance, with "ordinance or law" coverage (to the extent commercially available). Such insurance may contain a deductible clause not exceeding $100,000. The amount of the allowed deductible shall be reviewed and may be increased periodically in response to then-current insurance market conditions, but shall in no event be less than the limit described above. Such insurance shall include, to the extent commercially available, coverage for terrorism, boiler and machinery coverage including explosion of steam and pressure boilers and similar apparatus located on the Premises; an "increased cost of construction" endorsement; and an endorsement covering demolition and cost of debris removal. Property Insurance shall also include rental or business interruption insurance in an amount at least equal to the annual amount of Fixed Rent and Real Estate Taxes and providing for a 12-month extended period of indemnity or such other amount as required by a Leasehold Mortgagee. For clarity, to the extent at any time during the Term, any of the coverages described herein are not commercially available in the market, then Tenant may satisfy its obligations hereunder by obtaining the commercially available equivalent closest in coverage to the prior coverage that is no longer commercially available in the market; provided, however, if there is no commercially available equivalent, then Tenant will not be deemed in default under this Lease by reason of its inability to obtain any required coverage hereunder.

1.1.104 "**Property Insurance Proceeds**" means net proceeds (after reasonable costs of adjustment and collection, including all reasonable consultant's and reasonable attorney's fees and expenses, and all costs and reasonable expenses related to any appraisal, mediation, arbitration or litigation) of Property Insurance, excluding proceeds of Tenant's business interruption insurance in excess of Rent.

1.1.105 "**Rent**" collectively means Fixed Rent and Additional Rent.

1.1.106 "**Rent Regulation**" means any Law that provides for rent control, rent stabilization, rent arbitration, mandatory renewal, continued occupancy after contractual expiration, or any other similar rights of any tenant or subtenant beyond those negotiated on a free market and arm's length basis.

1.1.107 "**Restoration**" means, after a Loss, the alteration, clearing, rebuilding, reconstruction, repair, replacement, restoration, and safeguarding of the damaged or remaining Improvements, as and to the extent applicable with respect to the Loss, with any such repair, restoration or replacement either (i) substantially consistent with their condition before the Loss, subject to any changes in Laws that would limit such Restoration, or (ii) a suitable alternate or replacement Improvement (an "**Alternate Replacement**") as Tenant may then require and as may be allowed under the Sports Arena Agreements and this Lease, subject to (A) Landlord's approval of the General Scope of Development of any Alternate Replacement pursuant to Section 9.8.2 hereof, and (B) Tenant's ability to obtain all Approvals required therefor. Anything to the contrary herein notwithstanding, Landlord

acknowledges and agrees that any mandatory Restoration under this Lease shall only apply to the Stadium Building (including the Stadium Field and the Stadium Equipment or commensurate Improvements in the Alternate Replacement).

1.1.108 "**Restoration Funds**" means any Loss Proceeds (and deposits by Tenant or any other Person) to be applied to Restoration.

1.1.109 "**Restore**" means accomplish a Restoration.

1.1.110 "**Scheduled Expiration Date**" means December 31, 2054 with respect to the Initial Term; provided, however, to the extent that Tenant exercises any Extension Option(s), the Scheduled Expiration Date means the last day of the corresponding Extension Term.

1.1.111 "**Senior**," when referring to multiple Mortgage(s), means the Mortgage that is most senior in priority to a lien of the same type (for example, a Landlord Mortgage or a Leasehold Mortgage). Where "Senior" is used as a comparative term as against any specified Mortgage, such term refers to any Mortgage of the same type (Landlord or Leasehold) that is senior in lien to such specified Mortgage. Priority of liens shall be determined under the Section of this Lease entitled "Multiple Leasehold Mortgages." If only one Mortgage of a particular type exists, then it shall be deemed the "Senior" Mortgage of such type.

1.1.112 "**Signage Plan**" means the signage plan for the Master Premises attached hereto as **Exhibit O**, as the same may be Modified from to time with Landlord's and Tenant's written approval.

1.1.113 "**Sports Arena Agreements**" means, collectively, the Master Leases, the USC NDA, the Sports Arena Option Agreement and that certain Amended and Restated Los Angeles Memorial Coliseum Commission Management Agreement of 2013 dated February 26, 2013 by and between the City of Los Angeles, the County of Los Angeles and the District (the "**Joint Powers Agreement**"), as each of them may be modified, amended or supplemented (i) from time to time pursuant to a modification or other agreement that is not in violation of the terms, conditions or provisions of this Lease related to modifications of any Sports Arena Agreements, including Sections 1.2, 29.1.4 and 29.3.1 hereof, and (ii) by the Sports Arena Boundary Documents, the LAFC Lease Documents, the Final Approvals and any other agreements that may be entered into between Tenant and all of the parties to the Sports Arena Agreement being modified thereby.

1.1.114 "**Stadium**" collectively means the portion of the Improvements consisting of a multi-purpose stadium, all adjacent buildings and all associated project improvements and elements that may be constructed on the Premises to serve as the home of the Club, including all Improvements and Stadium Equipment on, at or within the Premises, whether installed at the time of original Construction, by subsequent capital improvement or repair or Restoration, or otherwise as Tenant may require, in its sole discretion. The actual and legal capacity of the Stadium Building (as hereinafter defined) shall not exceed 24,950 in occupancy (including all premium seats and standing room), including and providing for compliance with the requirements of the Americans with Disabilities Act and other applicable Laws. The Stadium may have the following improvements, elements, amenities and areas as Tenant may, in its sole discretion, require: (i) premium seating, such as suites, loges and club seats; (ii) amenities and facilities (both internal and with direct street access) that may include, among other space, areas or elements, retail spaces, museums, restaurants, concessions facilities, internal and external message, video and score boards, Tenant's administrative offices, ticket office, broadcast facilities, meeting and club spaces for Tenant and the Club, non-media office space, conference facilities, special event, banquet and meeting facilities for use by Tenant, the Club or third parties, locker rooms, signage, maintenance and storage

areas, and related site improvements on the Site including parking facilities, driveways, walkways, landscaping, lighting and fencing around the Stadium and/or the Premises; (iii) media-related facilities, including production offices, hospitality/meeting rooms, media work areas, a press conference room, and specific designated (and, if necessary, fenced) parking capabilities for broadcast and media-related trucks, premium ticket holders, Club management and players; (iv) practice fields, practice facilities, training rooms and related facilities; (v) the Club home and MLS visiting team locker rooms, feature talent dressing rooms and officials rooms; and (vi) such other facilities as may be necessary or required in connection with any of the uses permitted on the Premises by this Lease (including the sale of alcoholic beverages throughout the Stadium and any Stadium Ancillary Areas (as hereinafter defined)) or as may otherwise be required by the MLS Requirements. For clarity, since many of the ancillary uses described above (for example, office, museum, retail, restaurant, conference facilities, etc.) may be located in a building adjacent to the stadium building (i.e., the "bowl structure"), references in this Lease to the location of such uses will be deemed to refer to the actual portion of the Stadium in which they are located, and, to the extent a specific reference to a specific building is expressly required hereunder for any reason, then any adjacent building will be referred to herein as the "**Adjacent Building**" and the stadium bowl structure will be referred to herein as the "**Stadium Building**."

1.1.115 "**Stadium Equipment**" means all fixtures, equipment, systems and facilities owned by Tenant and incorporated in the Improvements or on the Premises that are used, useful, or necessary to operate the Premises and all Improvements thereon, including all related lines, sewers, drains, storage basins, pipes, conduits, ducts, shafts, gears, panels, transformers, engines, machinery, fittings and related apparatus and appurtenances (collectively, "**Equipment**"), including (i) heating, ventilating and air conditioning Equipment, (ii) all utility Equipment, including electricity (including solar panels or wind turbines), gas, plumbing, water, life-safety, sanitary, storm, cable, internet, telephone, media, water, life-safety systems, (iii) boilers, compactors and compressors, and (iv) elevator and escalator Equipment. Personal property, trade fixtures and equipment of any Sublease Party will not be deemed Stadium Equipment.

1.1.116 "**Stadium Field**" or "**Field**" collectively means the following areas and facilities located in the Stadium Building as necessary or required for the applicable use or event: (i) the playing surface of the field in the Stadium Building, including the field board signage; (ii) all equipment on the field, including, goals, benches, bench shields, corner flags, and hydration equipment; (iii) all seats within the seating bowl; (iv) open areas within the Stadium Building, including concourse and plaza areas, concert stages, temporary or permanent hospitality areas; (v) media facilities; and (vi) Club facilities, including locker rooms and training facilities.

1.1.117 "**Stadium Project**" collectively means the design, entitlement, permitting, development, construction, financing, use and operation of the Stadium, including all ancillary or associated on-site and off-site project Improvements, including the Stadium Building, the Adjacent Building, the Stadium Equipment and any Stadium Ancillary Areas.

1.1.118 "**Stadium Project Documents**" shall mean collectively, the Sports Arena Agreements and the LAFC Lease Documents.

1.1.119 "**State**" means the State of California.

1.1.120 "**Structure**" of the Stadium means only the concrete floors, footings, foundation, load-bearing walls, roof, roof support system, and structural steel or other structural support system.

1.1.121 "**Sublease**" means, for the Premises or any Stadium Ancillary Areas, any or all: (a) subleases; (b) contracts, agreements or arrangements (including any access, use, concession, license, management, or occupancy agreement or authorization of any kind or nature) allowing any Person to occupy, use or possess any portion of the Premises for any of the permitted uses hereunder, including the Stadium Field; and (c) sub-subleases or any further level of subletting, including any Modifications or assignments of any of the foregoing subleases, contracts, agreements, arrangements or authorizations described in clauses (a) through (c) above.

1.1.122 "**Sublease Party**" collectively means any Person that is a party (or permitted successor or assign of a party) to a Sublease with Tenant, excluding Landlord, that is entitled to occupy, use, or possess the Premises or any portion thereof under a Sublease.

1.1.123 "**Subrent**" means all money due and payable by any Sublease Party under Subleases.

1.1.124 "**Subrent Payment Notice**" means a notice from Landlord to any Sublease Party directing such Sublease Party to pay its Subrent to Landlord and not to Tenant.

1.1.125 "**Substantial Condemnation**" means any Condemnation that (a) takes substantially all of the Premises; (b) in Tenant's reasonable determination (with Leasehold Mortgagee's Consent) renders the remaining Premises Uneconomic; or (c) occurs less than five (5) years before the end of the Term.

1.1.126 "**Temporary Condemnation**" means a Condemnation of the temporary (not to exceed ninety (90) days) right to use or occupy any portion of the Premises .

1.1.127 "**Total Condemnation**" means any Condemnation of all or substantially all of the Premises, including Improvements.

1.1.128 "**Tenant Default**" means a Default by Tenant.

1.1.129 "**Tenant Event**" shall mean collectively: (i) any and all Club use of the Stadium Building for a soccer event, including (A) Club practices, (B) Club exhibition games, (C) Club home games, and (D) MLS playoff and championship games; (ii) other uses of the field for soccer events, including intra-league games, local, regional, national or international soccer tournaments, festivals or events; (iii) any other uses of the Stadium Building for any of the permitted uses, including all other games, sporting events, concerts, festivals, exhibitions, entertainment events or shows permitted hereunder; and (iv) all other events of any kind or nature whatsoever permitted hereunder and located in the Improvements or on the Premises and Stadium Ancillary Areas, including all activities related thereto. Tenant Events will not include any Landlord Events.

1.1.130 "**Tenant NDA**" means a non-disturbance agreement between Tenant, the District and the Commission, providing Tenant with certain assurances regarding this Lease and Tenant's right to use and occupy the Premises, in form and substance satisfactory to Tenant and approved in writing by Landlord (which approval shall not be unreasonably withheld, conditioned or delayed).

1.1.131 "**Tenant Specific Default**" means any Default that Leasehold Mortgagee or New Tenant cannot reasonably cure. No Default capable of being cured by payment of money shall constitute a Tenant-Specific Default.

1.1.132 "**Tenant's Architect**" means an architect that is: (a) selected by Tenant; (b) licensed in the State; (c) reasonably qualified and experienced in overseeing projects similar to the Major Construction for which such architect is engaged, and (d) with respect to the Initial Development, shall be a sports architecture firm having substantial experience in the design and construction of professional sports stadiums and related amenities and facilities. As of the Execution Date, Tenant's Architect is Gensler, which firm Landlord acknowledges and agrees satisfies the foregoing requirements. Tenant may replace Tenant's Architect at any time with an architect in compliance with the terms of this Section 1.1.132.

1.1.133 "**Tenant's People**" means Tenant and its Affiliates and their respective officers, directors, shareholders, partners, members, trustees, employees, architects, engineers, contractors, consultants and agents or any party claiming by, through or under any of them.

1.1.134 "**Term**" means the Initial Term, as extended from time to time by Tenant's exercise of Extension Option(s) to include one or more Extension Term(s), and shall in no event include the Interim Term.

1.1.135 "**Transfer**" of any property means any of the following, whether by operation of law or otherwise, whether voluntary or involuntary, and whether direct or indirect: (a) any assignment, conveyance, grant, hypothecation, mortgage, pledge, sale, or other transfer, whether direct or indirect, of all or any part of such property, or of any legal, beneficial, or equitable interest or estate in such property or any part of it (including the grant of any easement, lien, or other encumbrance); (b) any conversion, exchange, issuance, modification, reallocation, sale, or other transfer of any direct or indirect Equity Interest(s) in the owner of such property by the holder of such Equity Interest(s); (c) any transaction described in clause (b) above affecting any Equity Interest(s) or any other interest in such property or in any such owner (or in any other direct or indirect owner at any higher tier of ownership) through any manner or means whatsoever; or (d) any transaction that is in substance equivalent to any of the foregoing. Anything in this Lease to the contrary notwithstanding, the term "Transfer" when used in Article 18 shall have the meaning set forth in Section 18.1.

1.1.136 "**Tri-Party Agreement**" means the Tri-Party Agreement among Landlord, Tenant and the District with respect to the exercise of the Extension Options, in form and substance satisfactory to Tenant and Landlord.

1.1.137 "**Trust Funds**" means any funds that this Lease requires or allows Landlord (or anyone acting for Landlord) to hold, and in which Tenant has an interest.

1.1.138 "**Unavoidable Delay**" means delay in performing any obligation under this Lease (except payment of money) arising from or on account of any cause whatsoever beyond the obligor's reasonable control, despite such obligor's reasonable diligent efforts, including strikes, labor troubles or other union activities (but only to the extent such actions do not result from an act or omission of the obligor), the obligor's inability to obtain required labor or materials after commercially reasonable efforts to do so, litigation (unless caused by the obligor), Loss, accidents, Laws, governmental preemption, war, or riots. Unavoidable Delay shall exclude delay caused by the obligor's financial condition, illiquidity, or insolvency. Any obligor claiming Unavoidable Delay shall Notify the obligee: (a) as soon as possible, but in any event not later than ten (10) days after such obligor has actual knowledge of any such Unavoidable Delay; and (b) within ten (10) days after such Unavoidable Delay ceases to exist. To be effective, any such Notice must describe the Unavoidable Delay in reasonable detail. Where this Lease states that performance of any obligation is subject to Unavoidable Delay(s) or words of similar import, such Unavoidable Delay(s) shall extend the time for such performance only by the number of days by which such Unavoidable Delay(s) actually delayed such performance.

1.1.139 "**Uneconomic**" means that the Premises, including all Improvements located thereon or serving the Premises (including the Stadium): (i) is materially diminished in value or utility; (ii) cannot be used for its previously intended purposes; (iii) is subject to material impairment of access to, parking facilities benefiting, or any material service(s) necessary or appropriate for economic operation; (iv) requires Restoration whose cost Tenant reasonably estimates in writing would exceed 0.30 times the then-current aggregate Market Value of the Landlord's Estate and the Leasehold Estate; (v) does not comply with any operating requirements under any license or franchise held by Tenant; (vi) following completion of Initial Development, cannot reasonably be operated as a soccer stadium, whether in a manner substantially consistent with past practice or on a scale that is smaller but nevertheless profitable (after taking into account the payment of all expenses, including Rent as adjusted after any Condemnation) and reasonably feasible; or (vii) cannot be developed or operated in a commercially reasonable manner. If any one or more of the conditions in the foregoing clauses (i) through (vii) is present, then it shall be deemed "Uneconomic" as contemplated herein.

1.1.140 "**USC**" means University of Southern California.

1.1.141 "**USC Advertising Rights**" means the temporary advertising rights that Landlord shall be allowed to use or sell during a Landlord Event in accordance with and subject to the terms and conditions applicable thereto as set forth in the applicable Landlord Ancillary Agreement therefor (including, at a minimum, use of the digital boards at the Stadium Field and the signage in the stands and areas outside the Stadium Field typically used for advertising). USC Advertising Rights will in all events be subject to the following conditions: (i) Tenant's determination of availability of space and approval of the proposed advertising, not to be unreasonably withheld; (ii) Landlord's temporary advertising is not in conflict with Tenant, the Premises, any business operated by Tenant at the Premises, any agreements, licenses or other business arrangements affecting Tenant or the Premises, including existing advertising agreements or exclusives, sponsorships or agreements or policies of Tenant's partners or Affiliates and any MLS Requirements, to the extent applicable to the applicable Landlord Event; and (iii) payment by Landlord to Tenant of all applicable programming costs with respect to any digital sign or video board. Subject to the foregoing and the terms of the applicable Landlord Ancillary Agreement, Landlord will have the right to retain the revenues generated from any USC Advertising Rights as part of Landlord Revenue Rights hereunder.

1.1.142 "**USC Media Rights**" means media rights relating to all radio, television, satellite, Internet and all other forms of transmission of verbal and visual descriptions of Landlord Events and the exclusive right to take, or permit others to take, motion pictures or videos of Landlord Events or portions thereof, subject to any rights that are retained by the PAC-12 or other university conference governing bodies or granted to other users of the Stadium. All revenue generated from USC Media Rights will be included as part of Landlord Revenue Rights hereunder.

1.1.143 "**Usury Limit**" means the highest rate of interest, if any, that Law allows under the circumstances.

1.1.144 "**Waiver of Subrogation**" means a provision in, or endorsement to, any insurance policy, by which the carrier agrees to waive rights of recovery by way of subrogation against either Party to this Lease for any loss such policy covers.

1.2 **Rules of Interpretation**.

(a) For purposes of this Lease, except as otherwise expressly provided herein or unless the context otherwise requires: (i) the meaning assigned to each term defined herein shall be equally applicable to both the singular and the plural forms of such term and vice versa, and words denoting

either gender shall include both genders as the context requires; (ii) where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning; (iii) the terms "hereof," "herein," "hereunder," "hereby" and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Lease as a whole and not to any particular provision of this Lease; (iv) when a reference is made in this Lease to an Article, Section, paragraph, Exhibit or Schedule, such reference is to an Article, Section, paragraph, Exhibit or Schedule of or to this Lease unless otherwise specified; (v) the words "for example" "include," "includes," and "including" when used in this Lease without being following by words such as "but not limited to" or "without limitation, shall be deemed to be followed by the such words unless otherwise expressly specified; (vi) the language used in this Lease shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any Person; (vii) each defined term consisting of a collective noun, such as, for example, the words "Sports Arena Site," "Premises," "Improvements," "Stadium," "Stadium Equipment," "FF&E," "Landlord's Estate," or "Leasehold Estate" shall be interpreted as if followed by the words "or any part thereof" except where the context clearly requires otherwise, (viii) all references to the term "Premises" shall be deemed to be followed by the words "including all Improvements thereon, including the Stadium", and (ix) any reference herein to a Person's "act(s) and omission(s)" or "act(s) or omission(s)" shall be deemed to be followed by the following parenthetical: "(where such Person is under a legal duty to act)". Every reference to any document, including this Lease, refers to such document as modified, amended or supplemented from time to time (except to the extent that such modification, amendment or supplement would violate any of the terms, conditions or provisions of this Lease, including Sections 1.1.113, 1.2(b), 29.1.4 and 29.3.1 hereof), and includes all exhibits, schedules and riders to such document.

(b) Notwithstanding anything to the contrary in Section 1.2(a) above (excepting the last sentence thereof), if at any time after the Execution Date, Landlord determines that a modification of any Sports Arena Agreement is required by Landlord, then Landlord shall have the right from time to time to present Tenant with a proposed modification of any Sports Arena Agreement that Landlord desires to enter into (including all exhibits, schedules and riders to the proposed modification). If, within ten (10) Business Days following Tenant's receipt of such proposed modification agreement, Tenant fails to Notify Landlord of any objection to such proposed modification (together with a demonstration to Landlord's reasonable satisfaction that such proposed modification would cause or result in a situation that would Adversely Affect Tenant, without prejudice to Tenant's rights and remedies hereunder, at law or in equity), and if Tenant fails to Notify Landlord of any objection to such proposed modification (together with a demonstration to Landlord's reasonable satisfaction that such proposed modification would cause or result in a situation that would Adversely Affect Tenant) within two (2) Business Days after Tenant's receipt of a second (2nd) written request by Landlord therefor, then Tenant will be deemed to have no objection to such proposed modification agreement as submitted by Landlord; provided, however, (1) if any proposed modification as submitted to Tenant is further revised in any material respect after the date such modification is submitted to Tenant hereunder, then the procedure set forth in this Section 1.2(b) must be repeated, and (2) the foregoing terms in this Section 1.2(b) will not apply to any modification of any Sports Arena Agreement that expressly contemplates or requires Tenant to be a signing party (whether as a primary or consenting party).

(c) If at any time after the Execution Date, Tenant determines that a modification of the Tenant NDA or OEA is required by Tenant, then Tenant shall have the right from time to time to present Landlord with a proposed modification of the Tenant NDA or OEA Tenant desires to enter into (including all exhibits, schedules and riders to the proposed modification). If, within ten (10) Business Days following Landlord's receipt of such proposed modification agreement, Landlord fails to Notify Tenant of any objection to such proposed modification (together with a demonstration to Tenant's reasonable satisfaction that such proposed modification would cause or result in a situation that would constitute a Landlord MAE, without prejudice to Landlord's rights hereunder, at law or in equity), and if Landlord

fails to Notify Tenant of any objection to such proposed modification (together with a demonstration to Tenant's reasonable satisfaction that such proposed modification would cause or result in a situation that would constitute a Landlord MAE) within two (2) Business Days after Landlord's receipt of a second (2nd) written request by Tenant therefor, then Landlord will be deemed to have no objection to such proposed modification agreement as submitted by Tenant; provided, however, (1) if any proposed modification as submitted to Landlord is further revised in any material respect after the date such modification is submitted to Landlord hereunder, then the procedure set forth in this Section 1.2(c) must be repeated, and (2) the foregoing terms in this Section 1.2(c) will not apply to any modification of any LAFC Lease Document that expressly contemplates or requires Landlord to be a signing party (whether as a primary or consenting party). Landlord shall have no approval or consent right with respect to any proposed amendment or Modification to the Tenant NDA or OEA that would not cause or result in a situation that would constitute a Landlord MAE; otherwise, with respect to any such proposed amendment or Modification that would cause or result in a situation that would constitute a Landlord MAE, Landlord's consent may be withheld in its sole and absolute discretion.

2. DEMISE OF PREMISES AND DELIVERY OF POSSESSION

2.1 **Demise of Premises**. Landlord hereby conveys and leases to Tenant, and Tenant hereby leases from Landlord, upon the terms, conditions and provisions contained in this Lease, the Premises (which includes all rights, easements, interests and appurtenances described in Recital Paragraph H hereof), subject only to the Permitted Exceptions. Landlord hereby further grants to Tenant, for a term coterminous with the Term of this Lease, and upon the terms, conditions and provisions contained in this Lease, all rights held by Landlord under the Master Leases pertaining to the Sports Arena Site or available to Landlord (as operator of the Sports Arena Site) (excluding Landlord's extension options under the USC Lease and the option set forth in the Sports Arena Option Agreement, except as otherwise expressly provided herein) (collectively, the "**Sports Arena Rights**") for the full use and enjoyment of all rights granted to Tenant under this Lease (subject to the terms, conditions and provisions hereof), including (i) the exclusive possession, use and occupancy of the Premises, (ii) the right to develop, construct, use, manage and operate the Stadium Project, the Stadium and the Premises, (iii) all of the permitted uses of the Premises as provided in this Lease.

2.2 **Possession**. The following terms and provisions will apply with respect to Landlord's obligation to deliver possession of the Sports Arena Site to Tenant under this Lease.

2.2.1 **Delivery of Possession**. Landlord shall deliver possession of the Sports Arena Site to Tenant in accordance with the terms of this Lease on the date (the "**Anticipated Delivery Date**") which is the latest to occur of (i) May 15, 2016, (ii) the last date on which Landlord shall have the right to schedule an event for the Sports Arena which shall be the Anticipated Final Approvals Date subject to Section 2.5 hereof, and (iii) five (5) Business Days after the date Tenant has Notified Landlord that the last of the Delivery Requirements has been satisfied, waived, obtained or occurred, unless in any case delivery is accelerated by Tenant pursuant to Section 2.7 hereof. In no event shall Landlord tender possession, or will Tenant be required to accept delivery of possession of the Sports Arena Site prior to the Anticipated Delivery Date without Tenant's prior written consent, which may be withheld in its sole discretion.

2.2.2 **Delivery Date**. For purposes of this Lease, the term "**Delivery Date**" means the date on which sole and exclusive possession of the Sports Arena Site is delivered to Tenant (i) in substantially the condition the Sports Arena Site was in as of the Execution Date, subject to ordinary wear and tear, Casualty and Condemnation, (ii) with all of Landlord's representations and warranties made in this Lease being accurate, true, correct and complete in all material respects as of the date of delivery of possession, and (iii) with all covenants, agreements and obligations of Landlord in this Lease which

require payment or performance prior to the delivery of possession having been paid, performed, complied with or satisfied in accordance with the terms hereof, including Section 2.4 hereof. Without limiting Tenant's right to accept possession of the Sports Arena Site on the date of Landlord's tender of delivery of possession, the Delivery Date will not be deemed to have occurred for purposes of this Lease if the Sports Arena Site is subject to any Existing Leases (as hereinafter defined) or right or claim to right of possession by any Person other than Tenant. Except as otherwise expressly provided in this Lease and without limiting or modifying Landlord's obligations and liabilities hereunder during the Interim Term, (A) Tenant agrees to accept possession of the Premises in its AS-IS, WHERE-IS CONDITION as of the Execution Date, (B) Tenant acknowledges that Landlord will not have any obligation or liability related to the condition of the Premises or any Existing Sports Arena Improvements located thereon, and (C) Tenant acknowledges that Landlord shall have no obligation to remove any furniture, furnishings, fixtures, signs, machinery, equipment, machinery, building systems, facilities, utilities or other personal property or appurtenances of any kind in, to or on the Existing Sports Arena Improvements (collectively, the "**Existing Sports Arena Personalty**") prior to delivery of possession.

2.2.3 **Late Delivery**.

(a) Landlord acknowledges that its agreement to deliver possession of Sports Arena Site to Tenant on the Anticipated Delivery Date is a material inducement to Tenant to enter into this Lease, and that such delivery is essential to Tenant's ability to achieve the target opening of the Stadium on March 1, 2018 (the "**Target Opening**"). If (i) the Delivery Requirements have been satisfied, and (ii) if for any reason the Delivery Date has not occurred by the Anticipated Delivery Date solely due to Landlord's failure to deliver sole and exclusive possession of the Sports Arena Site to Tenant and there are no external forces outside of Landlord's control preventing delivery to Tenant of sole and exclusive possession of the Sports Arena Site, then, in addition to any other right or remedy available to Tenant hereunder, at law or in equity, Landlord shall pay and Tenant shall be entitled to receive, as liquidated damages (and not as a penalty), an amount equal to (the "**Late Delivery Fee**"): (x) Twenty Thousand Dollars ($20,000.00), for each of the up to first seven days of delay beyond the Anticipated Delivery Date, (y) if applicable, Forty Thousand Dollars ($40,000.00 for each of the eighth through up to the fourteenth days of delay beyond the Anticipated Delivery Date, and (z) if applicable, Sixty Thousand ($60,000.00) for each day of delay after the fourteenth day beyond the Anticipated Delivery Date, in each case until the earlier to occur of the Delivery Date or the termination of this Lease. The Late Delivery Fee shall be paid by Landlord to Tenant within thirty (30) days after the earlier to occur of the Delivery Date or the termination of this Lease. Landlord and Tenant acknowledge that the foregoing represents a fair and reasonable attempt to reimburse Tenant for the approximate amount of a portion of the damages Tenant will suffer as a result of Landlord's failure to deliver the Premises on the Anticipated Delivery Date, since Tenant's actual damages will be difficult to determine. Such damages will include Tenant's costs for delaying the Initial Development including, without limitation, amounts for delay under its construction contracts, costs to remobilize construction and additional equipment and labor required to make up the delay on an over-time basis. If Landlord fails to pay Tenant the Late Delivery Fee within thirty (30) days following the Delivery Date and such failure shall ripen into a Landlord Monetary Default, then Tenant's Set-Off Rights (as hereinafter defined) will apply with respect to such unpaid Late Delivery Fees. For purposes of clauses (i) and (ii) above, if any Delivery Requirement has not been satisfied due solely to Landlord's failure to comply with Landlord's obligations under this Lease related to the Delivery Requirements, which failure is not the result of an Unavoidable Delay, then the Delivery Requirements shall be deemed to have been satisfied on the date they would have otherwise reasonably been satisfied but for Landlord's failure to comply with the terms of this Lease, and in such event, the Late Delivery Fee will commence to accrue on the 5th day following such date.

(b) As used in this Lease, if "**Tenant's Set-Off Rights**" apply, that means that with respect to any amounts asserted by Tenant to be due from Landlord to Tenant under this Lease and

not timely paid, and without limiting any rights and remedies available to Tenant hereunder, at law or in equity related thereto, Tenant will not be deemed in default under this Lease for non-payment of the Rent Set-Off Amount (as hereinafter defined) provided that it follows the following procedure related to set-offs against Rent coming due hereunder:

(i) if Landlord shall agree in writing that such unpaid amount is due to Tenant and has not been timely paid, or if the unpaid amount shall consist of Real Estate Taxes paid by Tenant on Landlord's behalf pursuant to Section 5.2.3 of this Lease, or if Tenant obtains a final, non-appealable judgment in favor of Tenant with respect to such unpaid amount, then, in any such event, Tenant shall thereafter have the right to set-off such unpaid amounts (plus any interest accruing thereon pursuant to Section 23.3 of this Lease) against Rent next coming due hereunder or any other payments due from Tenant to Landlord hereunder until Tenant shall have recovered all such unpaid amounts plus interest; or

(ii) if Landlord does not agree in writing that such unpaid amount is due to Tenant or the unpaid amount is not due pursuant to Section 5.2.3 of this Lease or Tenant has not obtained a final, non-appealable judgment in Tenant's favor with respect to such unpaid amount, then Tenant may elect by Notice to Landlord to enter into an escrow agreement among Tenant, Landlord and an escrow agent reasonably satisfactory to both Tenant and Landlord, on terms reasonably satisfactory to all parties (the "**Set-Off Escrow**"), pursuant to which Tenant may deposit into the Set-Off Escrow the Rent next coming due hereunder (and any other payments due from Tenant to Landlord hereunder) up to the amount of such unpaid amount plus any interest accrued thereon pursuant to Section 23.3 of this Lease (collectively, the "**Rent Set-Off Amount**"), and such Rent Set-Off Amount shall be held by the escrow agent until the dispute between Landlord and Tenant with respect to such unpaid amount has been resolved through a settlement agreement or a final, non-appealable judgment or arbitration decision, in which even the Rent Set-Off Amount shall be released in accordance with such settlement agreement, judgment or decision. If the escrow option in this Section 2.2.3(b)(ii) is elected by Tenant and the escrow agreement creating the Set-Off Escrow is not executed by Landlord, Tenant and the approved escrow agent within ten (10) days after the date of Tenant's election, then for so long as such escrow agreement is not so executed, Tenant shall have the right to deposit the Rent Set-Off Amount into a joint order escrow with a national title company so that the Rent Set-Off Amount cannot be distributed without the joint direction of Landlord and Tenant and Landlord shall execute such joint order escrow within two (2) Business Days following Tenant's request therefor. If Landlord fails to timely execute such joint order escrow, then Tenant may deposit the Rent Set-Off Amount in a sole order escrow with such national title company pending the execution of the Set-Off Escrow, provided that within three (3) Business Days following the date the escrow agreement for the Set-Off Escrow is fully executed, Tenant will cause all of the Rent Setoff Amount held in such sole order escrow to be transferred into the Set-Off Escrow.

2.2.4 **Tenant Termination Right**. If the Delivery Date has not occurred on or before the date that is the one (1) year anniversary of the Anticipated Delivery Date solely as a result of either (i) Landlord's failure to deliver possession timely to Tenant or (ii) Tenant's inability to satisfy any Delivery Requirements due solely to Landlord's failure to comply with Landlord's obligations under Section 2.3 of this Lease, then, in addition to Tenant's right to receive payment of the Late Delivery Fee and any other rights or remedies hereunder, at law or in equity, Tenant shall have the right to terminate this Lease anytime thereafter by giving Landlord Notice thereof at any time prior to the Delivery Date. Upon such

termination, (i) this Lease shall be of no further force or effect except as otherwise expressly provided herein, (ii) Landlord shall pay Tenant an amount equal to the Late Delivery Fee due Tenant hereunder for each day through the date of termination, which amount shall be paid by Landlord within ten (10) days following such termination, and (3) Landlord shall reimburse Tenant for all out-of-pocket costs, expenses, fees, charges and other amounts paid or incurred by Tenant related to the Stadium Project including, without limitation, all architectural, engineering, project management, consulting and legal fees and other out-of-pocket expenses paid or incurred by Tenant in connection with the Stadium Project, the negotiating of this Lease (and the underlying Term Sheet), all due diligence investigations, and the pursuit of all Approvals (collectively, "**Tenant's Transaction Costs**). Landlord shall pay Tenant Tenant's Transaction Costs within thirty (30) days after Tenant's rendition of an invoice therefor from time to time. Landlord's obligations under this Section 2.2.4 (and all of Tenant's rights hereunder, at law or in equity, to collect all Late Delivery Fee payments and all Tenant's Transaction Costs due from Landlord hereunder (plus any interest accruing thereon pursuant to Section 23.3 of this Lease)), subject to Section 27 of this Lease, shall survive the termination of this Lease.

2.2.5 **Outside Date**. Without limiting or modifying the terms of Section 2.2.4 above, if the Commencement Date does not occur within two (2) years following the Execution Date due to Tenant's inability to satisfy any Delivery Requirements without any fault of Landlord and/or due to Tenant's failure to deliver the Notice described in clause (iii) of Section 2.2.1 of this Lease, then either Party shall have the right to terminate this Lease by giving the other Party Notice thereof at any time after the expiration of said 2-year period and prior to the Delivery Date; provided, however, if Landlord is the terminating Party, then Tenant shall have thirty (30) days after Tenant's receipt of Landlord's termination Notice to agree in writing to waive any then outstanding and unsatisfied Delivery Requirements and to deliver the Notice described in clause (iii) of Section 2.2.1 of this Lease; and if Tenant shall timely waive such Delivery Requirements and deliver such Notice, Landlord's termination Notice shall be deemed rescinded and this Lease shall remain unchanged and in full force and effect. If this Lease terminates pursuant to this Section 2.2.5, neither Party will have any further rights, obligations or liabilities hereunder, except to the extent otherwise expressly provided herein.

2.3 **Delivery Requirements**. Tenant's initial intended use of the Premises is in conjunction with (i) the demolition of the Existing Sports Arena Improvements and the Stadium Project, including the development, construction, use and operation of the Stadium for any or all of the uses permitted under this Lease, and (ii) such other commercial development, uses and purposes as Tenant may desire on the Premises or any Stadium Ancillary Areas to the extent not prohibited (expressly or implicitly) under any Stadium Project Documents (sometimes collectively referred to herein as the "**Uses**"). This Section 2.3 sets forth Tenant's conditions (collectively, the "**Delivery Requirements**," and each a "**Delivery Requirement**") to this Lease and Tenant's obligations hereunder. Tenant may elect, in its sole discretion (but shall not be obligated), to waive any Delivery Requirement hereunder. If Tenant determines, in its sole discretion, at any time prior to the Anticipated Final Approvals Date, as the same may be extended pursuant to Section 2.5 hereof, that any Delivery Requirement will not be satisfied and cannot be waived by Tenant, then Tenant may elect to terminate this Lease by giving Landlord written Notice thereof, in which event, unless the cause of such Delivery Requirement failure is due to Landlord's failure to comply with the terms of this Lease (in which case Tenant will retain all other rights and remedies available to Tenant hereunder, at law or in equity, which will survive such termination), this Lease will terminate and be of no further force or effect and neither Party will thereafter have any further rights or obligations hereunder, except as otherwise expressly provided herein. Notwithstanding the foregoing, (A) Tenant acknowledges that pursuant to the terms of Section 2.2.2(A) above, Tenant may not terminate this Lease pursuant to this Section 2.3 after the Execution Date based on the physical condition of the Sports Arena Site as of the Execution Date, and (B) if Tenant terminates this Lease pursuant to this Section 2.3 due to Tenant's inability to satisfy or waive any of the Delivery Requirements through no fault of Landlord, then within thirty (30) days after Landlord's receipt of Tenant's termination notice, Tenant shall pay to

Landlord a fee (the "**Termination Fee**") as follows: the product of One Hundred Thousand Dollars ($100,000) times the number of months elapsed between the Execution Date and the date of termination (prorated for any partial month). Clause (A) above shall in no event limit or modify any of Landlord's representations, warranties or covenants expressly provided in this Lease or Landlord's obligations hereunder with respect to Existing Obligations or New Conditions (as those terms are hereinafter defined). Tenant's Delivery Requirements are set forth in Sections 2.3.1 through 2.3.6 both inclusive below.

2.3.1 **MLS Approval Delivery Requirement**. It is a Delivery Requirement that Tenant obtain the unconditional written approval of MLS to Tenant's financing for the Stadium Project and the Initial Development.

2.3.2 **Title Related Delivery Requirements**. Tenant has previously obtained: (i) a current title insurance commitment of the Premises (the "**Title Commitment**") for the issuance of the Title Policy issued by Chicago Title Insurance Company (the "**Title Company**"); and (ii) a current ALTA survey (the "**Survey**") of the Sports Arena Site (and such other portions of the District Property as Tenant may require). Landlord shall reasonably cooperate with Tenant as part of the Approvals, at no out-of-pocket costs to Landlord (subject to Section 9.7 hereof) to obtain any new easements or agreements required by Tenant for the Stadium Project (including for access, utilities, construction, signage and parking), releases of any existing easements or agreements that may interfere with, delay, prevent or materially increase the cost of the Stadium Project, or to otherwise clear any title and survey issues, matters or conditions, including any subdivision and/or boundary line adjustments that may be required, if any. Each of the following constitutes a Delivery Requirement under this Section 2.3.2: (A) the full execution and delivery of the Sports Arena Boundary Documents, (B) the recording of the Memorandum of Lease by Tenant at Tenant's expense; (C) Tenant's obtaining and recording all other plats, surveys, certificates, documents or instruments required by Tenant to be recorded in conjunction with this Lease and the Stadium Project and the issuance of Tenant's Title Policy (as hereinafter defined) (collectively, the "**Recordable Instruments**"), including (1) any recorded documents contemplated by the Sports Arena Boundary Documents, and (2) any and all additional easements, agreements (including the OEA and any short form memorandum of agreements related to the Tenant NDA and/or Tri-Party Agreement), and releases required by Tenant in connection with the Initial Development or any other Uses, provided that (x) in no event shall the Recordable Instruments include any memorandum or other instrument recorded against the Freeway Sign Land with respect to the Tenant Sign Area or against the Coliseum Site with respect to Tenant's rights pursuant to Section 6.3 of this Lease, and (y) any Recordable Instrument that Tenant desires to record against property in which Landlord holds a fee or leasehold interest shall be subject to Landlord's consent, not to be unreasonably withheld, delayed or conditioned and subject to the last paragraph of Section 9.6 of this Lease (and Landlord's withholding of consent to such a Recordable Instrument pursuant to the foregoing shall not constitute a Landlord breach, default or Default under this Lease, nor a failure of Landlord to perform an obligation under this Section 2.3); and (D) the issuance by the Title Company, at Tenant's expense, of an extended coverage leasehold policy of title insurance issued by the Title Company (the "**Title Policy**"), which policy shall be in an amount, and otherwise in form and substance satisfactory to Tenant, MLS and any Leasehold Mortgagee. Landlord agrees to reasonably cooperate with Tenant with respect to the issuance of the Title Policy, at no out-of-pocket cost to Landlord, except that Landlord will provide Title Company with any customary affidavits or gap indemnity as may be necessary or required to assure the Title Company that no unpermitted exceptions will arise with respect to Tenant's Title Policy resulting from any acts of Landlord during the Interim Term. For clarity, for purposes of clause (y) above, if Landlord has an approval right over a document in this Lease, such as the OEA pursuant to Section 1.1.94, and such document is either contemplated to be recorded or contemplates the recording of a short form memorandum of agreement, then Landlord's approval of such document will constitute Landlord's approval of the contemplated recording in the form approved by Landlord and clause (y) will not require a second approval from

Landlord for Tenant to record the applicable document or short form memorandum thereof in the form originally approved by Landlord.

2.3.3 **Due Diligence; Tenant Early Entry Rights During Interim Term**.

(a) It is a Delivery Requirement under this Section 2.3.3 that Tenant shall determine, within the Interim Term, that Tenant is satisfied in Tenant's sole discretion that the Stadium Project is feasible as determined by Tenant in its sole and absolute discretion, that the Sports Arena Site (and Premises) is suitable for the Stadium Project and all of the Uses and that there exist no facts, matters or circumstances concerning the Sports Arena Site, the Premises, the Stadium Project or any project costs related thereto that are unacceptable to Tenant in Tenant's sole and absolute discretion. This Delivery Requirement shall include Tenant's satisfaction with any New Condition discovered during the Interim Term (without limiting Landlord's obligations hereunder related thereto), but otherwise shall not include matters related to the physical condition of the Premises existing as of the Execution Date.

(b) During the Interim Term, upon not less than one (1) Business Day's prior written Notice and subject to Landlord's reasonable scheduling requirements (it being expressly understood that Tenant shall have no right to exercise its rights pursuant to this Section 2.3.3(b) at a time or in a manner that would disrupt an event occurring at the Premises), Tenant's People shall have the right and license, at Tenant's election, to enter the Premises for purposes of performing such due diligence tests, studies, surveys and investigations (the "**Physical Due Diligence**") as Tenant shall deem necessary or desirable for purposes of the Stadium Project. Tenant's right of entry pursuant to this Section 2.3.3(b) is subject to the following terms and conditions: (i) none of Tenant or any of Tenant's People may enter the Premises for Physical Due Diligence without giving Landlord at least one (1) Business Day's prior written Notice, and neither Tenant or any of Tenant's People shall conduct Physical Due Diligence if Landlord advises that such entry would interfere with or interrupt an event scheduled at the Premises; (ii) Landlord may impose commercially reasonable time or performance conditions and restrictions on Tenant's right to enter the Premises and Tenant agrees to comply with any such conditions and restrictions in exercising its rights under this Section 2.3.3(b); (iii) Landlord may require that an employee or representative of Landlord accompany Tenant's People during any such entry, but such condition may not delay any previously approved and scheduled right of entry; (iv) none of Tenant's People shall have the right to drill or bore on or through the surface of the land at the Premises or conduct any other invasive testing of the Premises or the Sports Arena without first obtaining Landlord's written consent thereto, which consent Landlord shall not unreasonably withhold (and in granting any such consent, Landlord shall have the right to require, and Tenant shall cause to be obtained and maintained, pollution liability coverage in a form and in an amount that is reasonable and customary for the invasive testing and related work to be performed); (v) after conducting any Physical Due Diligence (invasive or otherwise), Tenant shall promptly restore the Premises to its condition prior to such Physical Due Diligence; and (vi) Tenant shall keep the Premises free and clear of all Prohibited Liens arising from or related to Tenant's Physical Due Diligence and shall take all necessary actions, at Tenant's sole cost and expense, to remove any such Prohibited Liens that encumber the Premises. Before any entry onto or into the Premises pursuant to this Section 2.3.3(b), Tenant shall obtain and maintain, or cause to be maintained (and shall deliver or cause to be delivered to Landlord evidence thereof), at no cost to Landlord, general liability insurance, from an insurer reasonably acceptable to Landlord, in the amount of at least Two Million Dollars ($2,000,000) per occurrence and in the aggregate for bodily injury and property damage per occurrence. Such policies shall name the Landlord's Additional Insured Parties as additional insureds on a primary and non-contributory basis, which insurance shall provide coverage against any claim for personal liability or property damage caused by Tenant or any of Tenant's People in connection with any Physical Due Diligence. Tenant shall provide proof of coverage for the additional insured requirements by providing Landlord with an original of the endorsement of the insurance policy, along with Certificates of Insurance naming the Landlord Additional Insured Parties as additional insureds with respect to the Site. Tenant

shall Indemnify Landlord and Landlord's officers, board members, and employees, and their respective successors and assigns, from and against all Claims incurred, suffered by, or claimed against Landlord by reason of any damage to the Premises or injury to persons caused by Tenant and/or Tenant's People to the extent arising out of or in any way connected with their entry upon the Premises and/or the performance of any Physical Due Diligence related thereto, excluding any of the foregoing to the extent caused by any act or omission of Landlord or its agents, employees, contractors or any party claiming by through or under any of them. Tenant agrees to deliver to Landlord, upon their completion, copies of all final reports, studies and results of Physical Due Diligence obtained or conducted by Tenant and received by Tenant with respect to the Premises, provided that Landlord acknowledges that such delivery is without representation or warranty by Tenant. Tenant's obligations under this Section 2.3.3 shall survive any termination of this Lease.

2.3.4 **Approvals**. It is a Delivery Requirement under this Section 2.3.4 that Tenant, within the Interim Term, obtains or determines to Tenant's satisfaction that Tenant may later obtain all Approvals required by Tenant in connection with the Stadium Project and the Uses, including those matters set forth on Exhibits G and H hereof. Landlord agrees to cooperate with Tenant in connection with its efforts to obtain all Approvals and all related Applications subject to and in accordance with the terms of this Lease, including Sections 9.5, 9.6 and 9.7 and Exhibits G and H hereof, all of which shall be applicable and in full force and effect at all times during the Interim Term. In no event will any Approval be deemed to be obtained by Tenant hereunder unless and until such Approval has become a Final Approval.

2.3.5 **Stadium Project Financing**. It is a Delivery Requirement under this Section 2.3.5 that Tenant, within the Interim Term, obtains or determines to its satisfaction that it may later obtain: (i) all equity, funds, financing, monetary commitments, loans and Development Incentives of any kind or nature whatsoever required by Tenant for the Stadium Project on terms satisfactory to Tenant in amount, form and substance (collectively, "**Project Financing**") from any investor, lender or Governmental Authority (collectively, a "**Financing Party**"); (ii) all applicable approvals and authorizations required from any Financing Party, including, (A) approval of this Lease and all other applicable Stadium Project Documents, including the LAFC Lease Documents and any other documentation described below in Section 2.3.6, (B) all Stadium Project design, development and construction related approvals, including all Approvals, (C) all documentation or other assurances required by any Financing Party from Landlord or any other party to any Stadium Project Documents, including any required estoppel certificates or non-disturbance agreements, (D) all title and survey related requirements and assurances, including any applicable leasehold and loan title insurance policies and requirements and the certification of a survey satisfactory to each applicable Financing Party; and (iii) MLS approval of all Project Financing.

2.3.6 **District Property Documentation**. It is a Delivery Requirement under this Section 2.3.6 that Tenant obtain, within the Interim Term, and without limiting any other terms or conditions set forth in this Lease, all Approvals, including all documentation, agreements, amendments, approvals, certifications and assurances from any party having an interest in the Master Leases, any other Stadium Project Documents, any Permitted Exceptions and/or the District Property, in each case in form and substance satisfactory to Tenant, including the LAFC Lease Documents (and any other agreements related to any other off-site rights Tenant required in connection with the Stadium Project) to provide Tenant with certain protections, clarifications and additional rights related to Tenant's Leasehold Estate, the Uses, the Sports Arena Agreements and the District Property, respectively, in addition to any other requirements, inducements, estoppels and assurances related thereto or to this Lease or the Stadium Project as Tenant, MLS or any Financing Party may require or as the Title Company may require in connection with the issuance of the Title Policy. Without limiting the foregoing, (a) this Delivery Requirement includes Tenant's securing all Approvals, agreements, amendments and other

documentation required by Tenant, including the Sports Arena Boundary Documents, to ensure that the Premises includes (i) the portion of Lot P as shown on the map recorded in Book 4, Page 352 of Miscellaneous Records in the Office of the Los Angeles County Recorder as required for the Stadium Project, free of any right of reversion in favor of the City, and (ii) the 2.90 acre parcel leased by the Commission pursuant to the Adjacent Parcel Lease of 1955, which lease is contemplated to be terminated due to certain unacceptable terms contained therein, with the 2.90 parcel added to the Sports Arena Lease, and (b) it shall not constitute a Landlord breach, default or Default under this Lease, nor a failure of Landlord to perform an obligation under this Section 2.3 if Tenant is not able to secure all of the Approvals, agreements, amendments and other documentation required by Tenant to ensure that the Premises includes the areas described in clause (a) above so long as Landlord complies with its obligations under Sections 9.5 and 9.6 hereof (including and subject to the last paragraph of Section 9.6).

2.4 **Landlord Use of Sports Arena Site During Interim Term**. While this Lease shall be valid and effective from and after the Execution Date and at all times during the Interim Term, the Parties generally acknowledge their respective intention that (i) Landlord will retain exclusive possession and use rights with respect to the Premises at all times during the Interim Term (i.e., prior to the Delivery Date), and (ii) except as otherwise expressly provided (A) in Section 2.3.3(b) hereof, or (B) with respect to any early access construction license of the nature described in Section 2.7 hereof (collectively, "**Tenant Early Entry Obligations**") and except with respect to the acts and omissions of Tenant and Tenant's People, as to which Tenant shall be solely responsible and liable, Tenant will have no obligations or liabilities related thereto, subject in each case to the following terms, conditions and provisions set forth in this Section 2.4.

2.4.1 **Landlord Rights and Obligations**. During the Interim Term, Landlord will, at its sole cost, liability and expense, (i) retain sole and exclusive use, possession and occupancy of the Premises, (ii) have the right to continue to schedule and host events at the Sports Arena prior to the Anticipated Final Approvals Date, provided that any such event(s) (including post-event load out and clean-up time) must take place prior to the Anticipated Final Approvals Date, subject to the terms of Section 2.7 hereof, and (iii) pay, perform, observe, satisfy and/or comply with all terms, covenants, conditions, agreements, restrictions, obligations and liabilities existing during and applicable to the Interim Term and required to be paid, performed, observed, satisfied or complied with in connection with, under or related in any manner to the Premises and the Sports Arena Site and the use and operation thereof (collectively, the "**Existing Obligations**"), including (A) this Lease, the Master Leases and all other Sports Arena Agreements, (B) all Existing Contracts (as hereinafter defined), (C) all Existing Leases (as hereinafter defined), (D) all existing employees of the Sports Arena Site, if any, (E) all existing permits and approvals issued by any Governmental Authority with respect to the Sports Arena Site and the use or operation thereof, (F) all existing utilities located on or serving the Sports Arena Site, including all fuel, gas, light, power, sewage, water, garbage disposal, telephone, telecommunications and other utility consumption charges, fees, costs, expenses, assessments and impositions (collectively, "**Existing Utility Charges**"), (G) all applicable Laws, including all Environmental Laws, (H) any Landlord Mortgages, (I) all documents, instruments and other matters of record encumbering, burdening or affecting the Sports Arena Site, (J) all Exposition Park rules and regulations, (K) all operating costs and expenses of any kind or nature whatsoever related to the Premises and the Sports Arena Site, (L) all real estate, sale, use or other taxes, assessments, impositions, levies, and charges of any kind or nature whatsoever (collectively, "**Existing Taxes**"), (M) all insurance coverages and policies required to be kept or maintained by Landlord under the Sports Arena Agreements or this Lease, including any pending insurance claims, and (N) any violation, breach, dispute or contested matter that is the subject of any private negotiation, administrative process or hearings, or any dispute resolution process or procedure under any of the Sports Arena Agreements, including any mediation, arbitration, litigation or appeal of any kind. As used herein, the term "**Existing Contracts**" shall collectively mean any and all service, brokerage, management, operation, security, event, use, display, broadcast, media, advertising,

sponsorship, concession, employment, union, design, construction, maintenance, repair or other contracts, agreements, authorizations or orders of any kind or nature whatsoever in effect with respect to the Premises, whether verbal or written, on or prior to the Delivery Date, and the term "**Existing Leases**" shall collectively mean any and all leases, licenses or other occupancy agreements of any kind or nature whatsoever for the use (for other than a single event under any Existing Contract) or occupancy of any portion of the Premises or Sports Arena Site which are in effect, whether verbal or written, on or prior to the Delivery Date. Existing Obligations shall include (1) all of the foregoing that are allocable to any period prior to the Delivery Date, including any that were or are incurred or accrued prior to or after the Execution Date but prior to the Delivery Date, and (2) any and all of the foregoing which have not been observed or complied with, or remain unpaid, unresolved, unsatisfied, unperformed or unsettled, as of the Delivery Date, including any of the foregoing which may Adversely Affect Tenant. Existing Obligations will not include (a) terms, covenants, conditions, agreements or restrictions contained in any agreement made by Tenant with third parties with respect to the Premises during the Interim Term, as to which Tenant shall be and remain solely responsible and liable, (b) obligations, liability or damages created by, arising from or caused by the acts or omissions of Tenant or any of Tenant's People, if any, during the Interim Term, as to which Tenant shall be and remain solely responsible and liable, or (c) matters solely related to the physical condition (including the environmental condition) of the Sports Arena Site as of the Execution Date (without limiting Section 29.2.15 hereof).

2.4.2 **Tenant Rights and Obligations**. Landlord acknowledges and agrees that Tenant shall have no obligations or liability of any kind related to and, by its execution of this Lease or acceptance of possession, Tenant shall in no event be deemed to have assumed or accepted any of, the Existing Obligations pertaining to the Interim Term or any preceding period at any time. Without limiting or modifying the terms of the preceding sentence, Landlord further acknowledges and agrees that at all times during the Interim Term, except for Tenant's Early Entry Obligations and the terms of clauses (a) through (c) in Section 2.4.1 above, Tenant shall (i) have no obligation to pay Rent hereunder, (ii) have no obligations or liabilities with respect to the use, operation, management, maintenance, repair, replacement, Construction or Restoration of any portion of the Premises or the Sports Arena Site, (iii) have no obligations or liabilities hereunder with respect to any of the matters described in clauses (i) through (iii) above in Section 2.4.1, including all enumerated matters in clauses (A) through (N) above in Section 2.4.1(iii), including with respect to the payment of any amounts or compliance with any terms or provisions in this Lease or the Sports Arena Agreements related to real estate taxes, operating costs or expenses, utility costs or charges, insurance, and indemnification. Without limiting the foregoing, Landlord acknowledges and agrees that nothing in this Lease shall in any event (A) subject Tenant to any costs, expenses, obligations or liabilities of any kind or nature whatsoever under or with respect to the Premises, the Sports Arena Agreements or this Lease with respect to any event, condition or occurrence with respect to the Premises that existed, arose, occurred or accrued prior to the Commencement Date (including, without limitation, any adverse environmental condition, violation of law, latent defect or third party claims), except as otherwise expressly provided in this Lease, or (B) limit, modify, waive, release, terminate or adversely affect any of Landlord's obligations or liabilities under the Sports Arena Agreements or this Lease. Without limiting or modifying the foregoing, the Parties acknowledge that (1) all of Landlord's covenants, agreements, representations, warranties, indemnities, obligations and liabilities under the Lease shall apply at all times from and after the Execution Date (regardless of whether there is any express reference to the Interim Term, and that any reference to the Term (without the Interim Term) will in no way limit or modify Landlord's obligations and liabilities hereunder, and (2) except as expressly set forth in this Lease, Tenant shall have and be entitled to all rights and benefits of all of the matters in clause (1) above at all times following the Execution Date, regardless of whether there is any specific reference to the Interim Term, or the Term or both.

2.4.3 **Landlord Insurance and Indemnity**.

(a) At all times during the Interim Term, Landlord shall, at its sole cost and expense, maintain all insurance required to be carried by Landlord under any of the Sports Arena Agreements with respect to the Premises and Sports Arena Site. Such policies shall name the Tenant Additional Insured Parties as additional insureds on a primary and non-contributory basis, which insurance shall provide coverage against claims for bodily injury, death or property damage (other than any caused by Tenant or any of Tenant's People in connection with any Physical Due Diligence or pursuant to any pre-delivery, early access construction license or otherwise). Landlord shall provide proof of coverage for the additional insured requirements by providing Tenant with an original of the endorsement of the insurance policy, along with Certificates of Insurance naming the Tenant Additional Insured Parties as additional insureds with respect to the Premises and Sports Arena Site.

(b) Landlord shall Indemnify Tenant, its Affiliates and their respective officers, directors, shareholders, members, partners, trustees, mortgagees, agents and employees, and their respective successors and assigns from and against any and all Claims incurred, suffered by or claimed against Tenant to the extent arising out of or in any way connected with (i) any uses of the Premises by Landlord described in Section 2.4.1(i) and (ii) above, (ii) any and all Existing Obligations (including Landlord's failure to comply with the terms of this Lease relating thereto), and (iii) any litigation, lien, claim, unsatisfied obligation or New Condition first arising during the Interim Term, but excluding any of the foregoing to the extent caused by any act or omission of Tenant or its agents, employees, contractors or any party claiming by through or under any of them, including as a result of Tenant's Early Entry Obligations or as otherwise provided in clause (b) of Section 2.4.1 above.

(c) If Landlord self-insures any risk under the Landlord Master Lease or otherwise, whether pursuant to any plan of self-insurance, self-insured retention or deductible amount under any policy, then Landlord shall be responsible for payment of the amount of any such self-insured Claims arising during the Interim Term that would have been assumed by an insurance company if Landlord had not elected to self insure such amounts.

2.5 **Tenant Extension of Anticipated Final Approvals Date**. Not later than six months (6) months prior to any Anticipated Final Approval Date (the "**Rolling 6-Month Period**"), Tenant reserves the right to provide Landlord with written Notice of Tenant's extension of the Rolling 6-Month Period, which Notice will set forth the extended Anticipated Final Approval Date for purposes of Landlord's scheduling purposes. The foregoing process may be repeated as often as Tenant determines is necessary based upon Tenant's progress in obtaining Final Approvals, but no more than a total of four (4) extensions not to exceed two (2) years in the aggregate.

2.6 **Exclusive Possession**. From and after the Delivery Date, Tenant shall have (i) exclusive possession, occupancy, use, operation and management of the Premises, including the ownership of all Improvements during the Term, subject to and in accordance with the terms of this Lease, (ii) the use of all of the Sports Arena Rights to the extent necessary in connection with the Premises, including all Improvements, the Stadium Project and the Stadium, including all Approvals required in connection therewith, (iii) the right to pursue all of the Approvals Tenant determines are necessary for Tenant to design, entitle, permit, develop, construct, finance, use, manage and operate the Stadium Project, any other Improvements and the Premises, (iv) the right to use and exploit the Premises, including all Improvements and the Stadium on a year-round, 365-day per year basis, with 24 hour access as provided in Section 6.1 hereof, (v) the exclusive right to install signage on or at the Premises as provided in Section 6.6 hereof in accordance with the terms of the Lease (without limiting USC's Advertising Rights), (vi) the exclusive right, in its sole discretion, to select third-party providers of goods and services with respect to the Premises and to enter into, terminate, Modify or assign any Project Contracts, and (vii) the exclusive, complete and final authority, in its sole discretion, over all design and development decisions, subject to the terms of the Stadium Project Documents.

2.7 **Accelerated Delivery**. Notwithstanding anything to the contrary in the Lease, Tenant shall have the right to accelerate delivery of possession of the Premises to Tenant by Landlord, by giving Landlord written Notice of its desired accelerated Anticipated Delivery Date (the "**Acceleration Notice**"), which date shall be at least ninety (90) days after the date of the Acceleration Notice (unless Landlord agrees in writing to a shorter period). Upon Tenant's delivery of an Acceleration Notice, Tenant shall be deemed to have agreed to fully Indemnify Landlord for, from and against any and all Claims imposed on or incurred by Landlord arising from or related to such accelerated delivery of possession (including from or related to the cancelation of events scheduled to occur after the accelerated delivery date); provided that Tenant's Indemnification obligation under this Section 2.7 will not include any cancelation penalties or other contractual remedies in excess of what is then normal and customary in the industry. Landlord acknowledges and agrees that if, pursuant to the LAFC Lease Documents or other agreement, Tenant obtains an early access construction license to enter the Premises or any other portions of Exposition Park for the purposes of performing certain work (such as, without limitation, relocation of overhead power lines), which rights shall, to the extent they involve work on or utilities serving any portion of the Premises, be subject to Landlord's prior written approval, not to be unreasonably withheld, conditioned or delayed, such early access construction license and Tenant's entry onto any portion of the Premises will not be deemed to be (i) Tenant's waiver of any Delivery Requirements hereunder, (ii) the acceleration of the Anticipated Delivery Date, or (iii) the Delivery Date (or Commencement Date) hereunder.

3. TERM

3.1 **Initial Term**. The initial term of this Lease (the "**Initial Term**") shall: (a) commence on the Commencement Date; and (b) continue until the Scheduled Expiration Date, unless extended or terminated sooner in accordance with and subject to the terms of this Lease.

3.2 **Extension Option(s)**. Tenant shall have the right and option (each such right and option, an "**Extension Option**") to extend this Lease upon all of the same terms, conditions and provisions as are provided in this Lease with respect to the Initial Term (except for Sections 2.2, 2.3, 2.4, 2.5, 2.7, 9.2, 9.3 and as this Lease otherwise expressly states), for one or more additional successive periods (collectively, the "**Extension Terms**,") and each, an "**Extension Term**"), as provided in the table below after the Initial Term expires. Subject to Section 3.5 and the terms of the Tri-Party Agreement, Tenant shall exercise each Extension Option, if at all, by giving Landlord Notice of such exercise on or before the exercise date set forth in the table below with respect to each Extension Term. After the last Extension Term, Tenant shall have no further right to renew or extend the Term. Anything in this Lease to the contrary notwithstanding, any exercise Notice by Tenant hereunder with respect to an Extension Term shall be subject to the terms and conditions set forth below in Section 3.5 hereof. The Extension Options may not be transferred separate from this Lease, it being expressly understood that the Extension Options are irrevocably appurtenant to and a part of this Lease and the Leasehold Estate and incapable of separation from this Lease. The foregoing shall not prevent the Extension Options from being transferred to a Transferee (as hereinafter defined) pursuant to, and in conjunction with, an Authorized Transfer (as hereinafter defined), including any Transfer of this Lease to MLS or a Leasehold Mortgagee, or from being included in any New Lease, and Landlord agrees that any such Transferee (or successor to Tenant under a New Lease), including Leasehold Mortgagee or its Affiliate pursuant to a New Lease, shall have the benefit of the terms of this Lease (or the New Lease, as applicable) and the Tri-Party Agreement related to Extension Options, including the right to exercise the Extension Options hereunder or under such New Lease, as applicable. Each Extension Option shall remain effective notwithstanding any default by Tenant unless such default by Tenant consists of a failure to timely pay Fixed Rent and such default ripens into a Monetary Default, in which event the right to exercise the Extension Option shall be suspended unless and until such Monetary Default is cured, including payment of all related Default Interest and any and all other costs and expenses incurred by Landlord in connection with such Monetary Default, or waived in writing by Landlord; and if such Monetary Default is not cured on or before the

exercise date applicable to such Extension Option as provided in the table below, then all of Tenant's Extension Options shall terminate.

Number	Exercise Period or Date*	Extension Term Period
1	By 1/1/2053	1/1/2055 - 12/31/2069
2	By 6/30/2068	1/1/2070 - 12/31/2084
3	By 6/30/2083	1/1/2085 - 12/31/2099
4	By 6/30/2098	1/1/2100 - 12/31/2111

* - Each date in this column is subject to the terms of Section 3.5 hereof and the terms of the Tri-Party Agreement

3.3 **No Conditions to Exercise; Non-forfeiture**. There shall be no conditions, express or implied, limiting Tenant's right to exercise any Extension Option(s). With respect to Extension Terms 2, 3 and 4 above, it is the intention of the parties to avoid forfeiture of Tenant's rights to exercise any Extension Option hereunder through inadvertent failure to give Notice of exercise thereof on or before the exercise dates set forth in the table above in Section 3.2. Accordingly, if Tenant shall fail to timely deliver any exercise Notice to Landlord with respect to Extension Terms 2, 3 or 4, then the Term hereof shall be automatically extended upon all of the terms, conditions and provisions then in effect for a period of sixty (60) days after Landlord provides Tenant (with a copy to MLS and any Leasehold Mortgagee) with written Notice of Landlord's election to terminate Tenant's right to extend this Lease under the applicable Extension Option applicable thereto, unless Tenant exercises the applicable Extension Option within sixty (60) days following Tenant's receipt of Landlord's termination notice, in which event this Lease shall remain unchanged and in full force and effect in accordance with the terms hereof.

3.4 **USC Lease Extensions**.

(a) The Parties acknowledge that (i) the term of the Current USC Lease currently expires on June 30, 2033, subject to certain automatically exercising extension options for extension terms as set forth in the Section 3 thereof that allow and provide for the term of the Current USC Lease to extend to December 31, 2054, and (ii) the ability of Landlord to extend its tenancy with respect to the Sports Arena Property beyond December 31, 2054 is subject to Landlord's (A) timely exercise of the Sports Arena Option under the Sports Arena Option Agreement with the District, (B) Landlord's negotiation with the District with respect to, or the determination of, the rent reset under the 2054 Lease, subject to Section 3.5 below, (C) negotiation with the District with respect to certain other terms and conditions to reflect any new or unanticipated conditions or any changes to certain agreements between the District and Landlord subject to Section 3.5 below, and (D) execution of the 2054 Lease.

(b) With respect to the USC Lease extension options, Landlord covenants and agrees as follows:

(i) Landlord shall take all actions necessary or required under the Current USC Lease to renew or extend the term of the Current USC Lease through December 31, 2054, including all action necessary or required to prevent the Commission or the District, as the case may be, from terminating any automatic extension of the term thereunder;

(ii) provided that Tenant timely exercises the first Extension Option in Section 3.2 above, Landlord shall (A) take all actions necessary or required to satisfy all conditions to

Landlord's exercise of the Sports Arena Option, (B) exercise the Sports Arena Option under the Sports Arena Option Agreement at least one hundred eighty (180) days prior to the last day allowed for such exercise, (C) deliver evidence of Landlord's exercise and the District's acceptance of such exercise not later than ninety (90) days prior to the last day allowed for such exercise, and (D) enter into the 2054 Lease with the District, subject to the terms of Section 3.5 hereof and Section 29 hereof; and

(iii) provided that Tenant exercises the second, third or fourth Extension Option in Section 3.2 above, subject to the terms of Section 3.3 above, Landlord shall take all actions necessary or required under the 2054 Lease to renew or extend the term thereof to give Tenant the full benefit of each applicable Extension Term hereunder, including all action necessary or required to prevent the District from terminating any automatic extension of the term thereunder.

(c) If, for any reason, Landlord fails to comply with or satisfy any of the covenants and agreements set forth above in Section 3.4(b)(ii) hereof, then without limiting, modifying waiving, releasing, terminating or otherwise adversely affecting any rights or remedies Tenant may have hereunder, at law or in equity, to the extent permitted under the Tenant NDA, Landlord shall be deemed to have elected not to exercise the Sports Arena Option and shall be deemed to have assigned to Tenant all of Landlord's right, title and interest in and to the Sports Arena Option Agreement to allow Tenant to exercise the Sports Arena Option in order to obtain a direct lease with the District for the period beyond December 31, 2054, with such modification as Tenant and the District mutually approve in the Tenant NDA.

(d) In addition to and without limiting any representations, warranties and covenants contained in this Lease related to the validity and binding effect of this Lease, Landlord hereby waives any right to contest or challenge the validity, effect or binding nature of this Lease or any terms or provisions hereof based on any terms of the USC Lease, including the term thereof or any extension options available to Landlord thereunder.

3.5 **Sports Arena Option Exercise**. Without limiting or modifying Landlord's obligations under Section 3.4 hereof or the Tri-Party Agreement, (i) the exercise of the Extension Options pursuant to Section 3.2 by Tenant or any Transferee permitted under Section 3.2 (including a Leasehold Mortgagee or any Affiliate under a New Lease, as applicable), (ii) the exercise of the Sports Arena Option under the Sports Arena Option Agreement, or (iii) any subsequent exercise of an extension option under the 2054 Lease by Landlord shall, in each case, be subject to the terms and conditions of the Tri-Party Agreement.

4. RENT.

4.1 **Fixed Rent during Initial Term**. From and after the Commencement Date and continuing throughout the Initial Term, Tenant shall pay Landlord, a net fixed annual rental (the "**Fixed Rent**") as follows:

(i) for the first Lease Year commencing on the Commencement Date, the annual Fixed Rent shall be at an annual rate equal to One Million Two Hundred Thousand Dollars ($1,200,000.00), provided that if the first Lease Year shall consist of a period in excess of twelve months, then on January 1 of the first Lease Year, the Fixed Rent shall be adjusted upward to an amount equal to the product obtained by multiplying (A) One Million Two Hundred Thousand Dollars ($1,200,000.00) by (B) the CPI Adjustment Factor set forth in Section 1.1.29(i) hereof, except that the CPI comparison months for purposes of determining the CPI Adjustment Factor for such partial Lease Year period (from the Commencement Date to the next January 1) will be the calendar month preceding each of the adjustment date and the Commencement Date; and

(ii) for each subsequent Lease Year, the annual Fixed Rent shall be an amount equal to the product obtained by multiplying (A) the annual Fixed Rent for the immediately preceding Lease Year, by (B) the CPI Adjustment Factor set forth in Section 1.1.29(i) hereof.

4.2 **Fixed Rent During the Extension Terms**. If Tenant exercises any Extension Option in accordance with the terms of Sections 3.2 or 3.3 hereof, then during the corresponding Extension Term, Fixed Rent shall be adjusted to be an amount equal to the greater of (i) Fixed Rent as calculated in accordance with Section 4.1.1(ii) above for each Lease Year during the applicable Extension Option; or (ii) the sum of the "Base Rent" and "Charges" payable by Landlord under the 2054 Lease for such period (as such terms are defined in the 2054 Lease and as such "Base Rent" thereunder may be adjusted from time to time under the 2054 Lease).

4.3 **Fixed Rent Payment**. Fixed Rent shall be payable with respect to each Lease Year during the Term: (i) in lawful money of the United States of America; (ii) by check, by wire transfer of good funds or by ACH transfer; (iii) in equal monthly installments in advance on the first (1st) day of each calendar month, except that the first Fixed Rent payment shall be made within five (5) business days after the Commencement Date and Landlord's delivery to Tenant of a completed IRS Form W-9; (iv) without notice, demand, offset or deduction, except as otherwise expressly provided in this Lease; and (v) to Landlord at the address set forth on Exhibit C attached hereto for delivery of Notices to Landlord, or such other place as Landlord may hereafter designate from time to time by delivery of a change of payment address Notice to Tenant. Any installment payment of Fixed Rent attributable to a period at the beginning or end of the Term that is for a period of less than a full calendar month shall be proportionately reduced.

4.4 **Additional Rent**. All amounts payable by Tenant directly to Landlord under this Lease shall be deemed Additional Rent, and Tenant will pay Additional Rent to Landlord within the time period provided in this Lease or, if no time period is expressly provided, then within thirty (30) days after Tenant's receipt of Landlord's invoice therefor, together with reasonable supporting documentation. Landlord acknowledges and agrees that (i) Tenant will not be liable or responsible for payment of any amounts due by Landlord under any of the Master Leases, except as otherwise expressly set forth in this Lease, and (ii) Tenant's payment of Fixed Rent hereunder shall be deemed to include and satisfy all of Tenant's responsibilities and obligations to pay any pro-rata share of the costs of the District's "**Common Area Services**" (for example, services provided by the Office of the Park Manager; landscaping, maintenance, and janitorial services for the Exposition Park grounds; office of park security and safety services), and Tenant shall not be charged or otherwise responsible for any additional costs associated with Common Area Services during the term of this Lease.

4.5 **Rent Credit**. If, as part of any Final Approval or otherwise in connection with the Stadium Project, Tenant is able to obtain certain credits, rebates, abatements or other concessions from the Commission, the District or any other Governmental Authority with respect to any payments made or required to be made by Landlord that results in an actual net reduction in the amounts payable by Landlord under the USC Lease, the USC NDA Lease or the 2054 Lease, as applicable, or any other Sports Arena Agreements without creating a default under any other Sports Arena Agreement (the amount of such actual net reduction actually received by Landlord, collectively, the "**Landlord Credits**"), then Tenant shall receive 100% of the benefit of the Landlord Credits in the form of a credit against, and Tenant shall be authorized to deduct the amount of such Landlord Credits from, any Rent next coming due hereunder. For purposes of this Section, any Landlord Credits approved by the Commission must also be approved by the District to enable Tenant to obtain the foregoing benefit under this Lease.

4.6 **Governmental Authority Restriction on Rent**. During any period when any Rent shall be or become uncollectible, reduced, or required to be refunded (collectively, "**Restricted Rent**") because of any Rent Regulation (a "**Rent Regulation Period**"), Tenant shall enter into such commercially reasonable agreement(s) and take such other commercially reasonable steps as Landlord may reasonably request (and any Leasehold Mortgagee may approve, as applicable) and as may be legally permissible to permit Landlord to collect the maximum amount of Rent then due and payable under this Lease that is not Restricted Rent from time to time during such Rent Regulation Period. After the expiration of any Rent Regulation Period, any amounts of Restricted Rent that (i) became due and payable under this Lease during any Rent Regulation Period, (ii) were not in fact paid by Tenant, and (iii) may be paid by Tenant without violating any applicable Law, shall be paid to Landlord within thirty (30) days after Tenant receives reasonable evidence of the expiration of the Rent Regulation Period.

5. ADDITIONAL PAYMENTS BY TENANT; REAL ESTATE TAXES.

5.1 **Landlord's Net Return**. The parties acknowledge that the Fixed Rent payable by Tenant under this Lease is intended to be absolutely net to Landlord. Except as otherwise expressly provided in this Lease, the Stadium Project Documents or any Landlord Ancillary Agreements, (i) from and after the Commencement Date (and expressly excluding any Existing Obligations which arise, accrue or otherwise pertain to a period prior to the Commencement Date but remain unpaid or unsatisfied as of, or become due after, the Commencement Date), Tenant shall be responsible for the entire cost of all utilities, real estate taxes and other costs and expenses attributable to the use, leasing, management, maintenance, repair, occupancy and operation of, and any Construction on, the Premises, and (ii) any Rent required to be paid by Tenant to Landlord shall not be subject to abatement, credit, offset or reduction for any reason. Notwithstanding anything to the contrary in this Lease, Tenant need not pay, and Landlord shall be solely liable for the payment of, the following items payable, accrued, or incurred by Landlord: (a) all Existing Obligations which arise, accrue or otherwise pertain to a period prior to the Commencement Date, (b) all amounts payable by Landlord under the Stadium Project Documents, except to the extent that Tenant's payment of any amounts under this Lease will satisfy Landlord's corresponding obligation under the applicable Stadium Project Documents, such as, for example, Tenant's payment of Real Estate Taxes hereunder with respect to the Premises, (c) all consulting, overhead, accounting, tax preparation, other professional fees, travel, legal and staff costs, bank service charges, and other costs incidental to Landlord's Estate and the administration and monitoring of this Lease by Landlord, including such costs Landlord incurs in reviewing anything Tenant delivers under this Lease (except as otherwise expressly provided in this Lease) or determining whether Tenant is in compliance with this Lease; (d) any costs arising from or under any instrument or agreement affecting the Premises and to which Landlord is a party and Tenant is not a party, including any Stadium Project Documents, except as otherwise expressly provided in this Lease; and (e) all other costs or expenses that, by their nature, are personal to Landlord.

5.2 **Real Estate Taxes**.

5.2.1 **Real Estate Taxes Separately Assessed.**

(a) From and after the Commencement Date, and at all times that the Premises is separately assessed by the taxing Governmental Authority (the "**Taxing Authority**"), Tenant shall pay and discharge directly to the Taxing Authority before such taxes become delinquent all Real Estate Taxes accruing with respect to the Premises for all period(s) falling within the Term, subject however to Tenant's right to contest Real Estate Taxes hereunder, subject to Section 13.1 hereof. Tenant shall also pay all interest and penalties any Taxing Authority assesses for late payment of any Real Estate Taxes, except for any interest and penalties assessed for late payment to the extent resulting from Landlord's failure to promptly forward Tenant a copy of any applicable bill that Landlord receives, which interest

and penalties shall be paid by Landlord. Within thirty (30) days after Tenant's receipt of Landlord's written request therefor, but not earlier than the due date for any Real Estate Tax bill, Tenant shall provide Landlord with reasonable evidence of payment of all applicable Real Estate Taxes that were then due and payable hereunder.

(b) Subject to the terms of Section 13.1 hereof, Tenant shall have the sole right and authority to contest or defer Real Estate Taxes by all appropriate means. Landlord shall promptly furnish Tenant with all notices, letters or other communications that Landlord receives from any Taxing Authority relating to reassessments or meetings to determine assessments. If Tenant elects to contest Real Estate Taxes with respect to the Premises, Landlord agrees to provide Tenant, at Tenant's expense, with all reasonable assistance in such contest, including joining in and signing pleadings or other necessary submittals if and to the extent required or assisting with obtaining any required consents of the Commission or the District, as applicable. If the Premises are separately assessed, then any reduction of Real Estate Taxes obtained by Tenant shall be paid to Tenant. During Tenant's contest of such Real Estate Taxes with respect to the Premises, contested taxes shall be paid into court or directly to the Taxing Authority or converted to bond or a customary title indemnity account to insure over any tax lien so as to avoid a tax lien on Landlord's Estate; provided, however, such payment shall not be required if (i) such payment is either not allowed or required by Law, or (ii) such payment would otherwise serve to adversely affect Tenant's contest.

5.2.2 **Real Estate Taxes Not Separately Assessed**.

(a) At all times prior to the date the Premises is separately assessed by the Taxing Authority, Landlord shall pay all Real Estate Taxes levied, assessed, imposed or charged against the Master Premises before such taxes become delinquent and sufficiently in advance to achieve any available discounts or other savings. Promptly after receipt of a bill for any Real Estate Taxes, Landlord shall provide Tenant with a statement (a "**Tax Statement**") consisting of (i) a copy of such bill, (ii) a paid invoice or other reasonable evidence of Landlord's payment of such Real Estate Taxes, (iii) a computation of Tenant's equitable share of such Real Estate Taxes including, without limitation, the manner in which Tenant's equitable share was calculated, and (iv) a statement of whether Landlord intends to contest such Real Estate Taxes.

(b) From and after the Commencement Date, as Additional Rent hereunder, Tenant shall pay to Landlord Tenant's equitable share of Real Estate Taxes within the later of (i) thirty (30) days following receipt by Tenant of the Tax Statement from Landlord, or (ii) twenty (20) days prior to the date such Real Estate Taxes become delinquent. Real Estate Taxes payable by Landlord in the Lease Years (at the beginning and end of the Term) in which the Commencement Date and the Expiration Date of this Lease occurs shall be prorated as of said dates so that Tenant shall pay only its share of Real Estate Taxes allocable to the portion of such tax fiscal year following the Commencement Date or prior to the Expiration Date, as the case may be. To the extent applicable, the obligation of Tenant to pay for its share of Real Estate Taxes allocable to any period prior to the Expiration Date shall survive the Expiration Date.

(c) For purpose of this Lease, the term "**Tenant's equitable share**" shall mean (i) with respect to the land included within the Master Premises, the percentage obtained by dividing the number of acres in the Sports Arena Property by the total number of acres in both the Coliseum Property and the Sports Arena Property, and (ii) with respect to buildings and improvements, to the extent that the Real Estate Taxes attributable to buildings and improvements on the Coliseum Site and the Sports Arena Site: (A) can be determined based on the tax bill or the Taxing Authority's records, then Landlord will pay all Real Estate Taxes attributable to buildings and improvements on the Coliseum Site and Tenant will pay all Real Estate Taxes due hereunder with respect to all buildings and improvements on the Sports

Arena Site; or (B) cannot be determined based on the tax bill or the Taxing Authority's records, then with respect to buildings and improvements, Tenant's equitable share shall mean the percentage obtained by dividing the aggregate value for all buildings, structures and improvements located on the Sports Arena Site by the aggregate value for all buildings, structures and improvements located on both the Coliseum Site and the Sports Arena Site. Tenant will not be responsible for any portion of Real Estate Taxes for which Landlord has not presented Tenant with a Tax Statement within one (1) year after the due date for such Real Estate Taxes.

(d) Landlord has previously commenced the process with the applicable Taxing Authority having jurisdiction over tax divisions in the County of Los Angeles to cause the Premises to be taxed separately from the remainder of the Master Premises. If Landlord is unable to obtain such division or fails to prosecute such tax division with reasonable diligence, Landlord agrees that Tenant shall have the right to pursue such tax division, in which event, Landlord agrees to reasonably cooperate with Tenant and its real estate tax counsel in connection therewith, including, seeking the assistance and cooperation of the Commission and the District, as the case may be, with respect to the execution of such applications, petitions or other documents required in connection with such tax division process. Anything in this Section 5.2 to the contrary notwithstanding, if Landlord or Tenant effectuates a tax division as provided herein, then for any period during the Term where such separate assessment is in effect, Tenant shall pay one hundred percent (100%) of all Real Estate Taxes imposed with respect to the Premises directly to the Taxing Authority pursuant to Section 5.2.1 above.

(e) Prior to the date Real Estate Taxes for the Premises are separately assessed, Landlord shall contest Real Estate Taxes by appropriate means when and if Landlord determines, in its reasonable discretion, a reasonable likelihood of success. If any general or special assessment, whether ordinary or extraordinary, is assessed in whole or in part against the Master Premises which may be payable over a term of years, Landlord will exercise its right to make payment over such term of years, and only such portion of any such tax or assessment which are payable within each year of this Lease following the Commencement Date shall be used in the determination of Tenant's payment obligation pursuant to this Section 5.2.2. If Landlord receives a reduction of any Real Estate Taxes included in Tenant's payment of Tenant's equitable share, Landlord shall pay to Tenant (i) Tenant's equitable share of such reduction (if such reduction relates to the entire Master Premises, or (ii) the entire reduction (if such reduction relates solely to the Premises), in each case net of the reasonable out-of-pocket costs incurred by Landlord to obtain such reduction. If after request by Tenant, Landlord does not contest any Real Estate Taxes at any time when the Premises is not separately assessed, Tenant may contest such Real Estate Taxes in its own or in Landlord's name by all appropriate means, subject to Section 13.1 hereof. Landlord agrees, at Tenant's expense, to provide Tenant with all reasonable assistance in such contest, including joining in and signing pleadings or other necessary submittals. Any reduction of Real Estate Taxes obtained by Tenant shall be paid to Landlord after payment of Tenant's reasonable out-of-pocket costs and reimbursement of Tenant's equitable share of such reduction in Real Estate Taxes.

5.2.3 **Landlord Payment of Real Estate Taxes**. Landlord shall promptly pay before delinquency all Real Estate Taxes payable or accruing with respect to the Master Premises for all periods prior to or after the Commencement Date, except for any Real Estate Taxes that are payable directly to a Taxing Authority by Tenant pursuant to this Section 5.2 from and after the Commencement Date. Upon request from Tenant, Landlord shall furnish Tenant with reasonable evidence of the payment of all Real Estate Taxes for the Master Premises (if the Premises is not separately assessed). If Landlord fails to pay all Real Estate Taxes for the Master Premises (if the Premises are not separately assessed), then in order to protect its investment and its rights under this Lease, Tenant shall have the right (but not the obligation) to elect to pay such Real Estate Taxes on Landlord's behalf by giving Landlord written Notice of such election. If Landlord fails to pay the unpaid Real Estate Taxes, together with any interest and penalties due thereon within thirty (30) days following Landlord's receipt of Tenant's election

Notice, then Tenant may pay such unpaid amounts to the applicable Taxing Authority on behalf of Landlord, and Landlord shall, on demand, reimburse Tenant for all amounts expended by Tenant on Landlord's behalf hereunder, failing which Tenant's Set-Off Rights shall apply.

5.2.4 **Real Estate Taxes Defined**.

(a) As used herein, the term "**Real Estate Taxes**" collectively means all general property taxes and any general or special taxes, assessments, charges, impositions, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever that may be assessed, levied, imposed upon, or become due and payable out of or in respect of, or charged with respect to or becoming a lien on, the Premises which are attributable to any period during the Term, including any BID payments and any of the following typically billed as a real estate tax by a Taxing Authority: municipal water and sewer rents, rates and charges; excises; levies; license and permit fees; fines, penalties and other governmental charges and any interest or costs with respect thereto; and charges for public utilities allocable to the Premises (including gas, electricity, light, heat, air conditioning, power and telephone and other communication services). Prior to the time the Premises are separately assessed from the Coliseum Site as provided above, Real Estate Taxes shall be determined hereunder in reference to all of the foregoing as assessed, levied, charged or imposes with respect to the Master Premises.

(b) Real Estate Taxes shall not, however, include any of the following, all of which Landlord shall pay before delinquent or payable only with a penalty: (i) any franchise, income, excess profits, gross receipts, transfer, mortgage lien tax, personal property, devolution, estate, inheritance, succession, transfer, sales, use, gift, corporation, business, capital stock, capital levy, or profits tax, or license fee, of Landlord; (ii) any item listed in this paragraph that is levied, assessed, or imposed against the Premises during the Term based on the recapture or reversal of any previous tax abatement or tax subsidy, or compensating for any previous tax deferral or reduced assessment or valuation, or supplementing or correcting a miscalculation or misdetermination, relating to any period(s) before the Delivery Date; (iii) interest, penalties, and other charges with respect to clauses (i) or (ii) above or with respect to any other late payment of Real Estates that are payable by Landlord under this Section 5.2; (iv) any assessment imposed to the extent that it is in repayment of costs incurred to finance any improvements to the Master Premises made by Landlord prior to the Delivery Date (including, without limitation, any amounts borrowed from the municipality or any other governmental authority for capital improvements constructed at the Master Premises or any off-site improvements required to be constructed by Landlord in connection with the Master Premises or under any Sports Arena Agreements and not on the assessed value of land and buildings; (v) any impact or development fees or other costs related to the initial development or redevelopment of the Master Premises by Landlord prior to the Delivery Date or related to the Coliseum Site thereafter; (vi) taxes and assessments with respect to any land or improvements not located within the Premises (if separately assessed) or the Master Premises (if the Premises is not separately assessed); (vii) taxes and assessments with respect to any separately assessed portion of the Master Premises where a third party (other than Landlord or Tenant) owns such separately assessed tax parcel and is responsible for payment of 100% of all taxes and assessments imposed thereon; (viii) any Landlord imposed administrative fee or charge of any kind or nature whatsoever if the Premises is not separately assessed; (ix) any Existing Taxes pertaining to the period prior to the Delivery Date; (x) if the Premises is not separately assessed, any increases in assessments due to any expansion, redevelopment, reconfiguration, or capital expenditure made by Landlord in or adjacent to the Coliseum Site, or any contribution made by Landlord for any of the foregoing, or (xi) any increase in assessments due to any Transfer by Landlord of its interest in the Coliseum Site. Nothing in this Section 5.2 will in any manner limit, modify, waive, release, terminate or otherwise adversely affect any obligation of Landlord to pay or reimburse Tenant for Real Estate Taxes with respect to any Landlord Use under any applicable Landlord Ancillary Agreement.

(c) If at any time during the Term the method of taxation prevailing at the Commencement Date shall be altered so that any new tax, assessment, levy (including any municipal, state or federal levy), imposition, or charge, or any part thereof, shall be measured by or be based in whole or in part upon the Premises and imposed upon Landlord, then all such new taxes, assessments, levies, Real Estate Taxes, or charges, or the part thereof to the extent that they are so measured or based, shall be deemed to be included within the term "Real Estate Taxes," to the extent that such Real Estate Taxes would be payable if the Premises were the only property of Landlord subject to such Real Estate Taxes.

5.2.5 **Other Taxes**. Tenant shall pay and discharge all other non-real property related taxes, surcharges, fees, assessments or other similar charges imposed upon Tenant by any Governmental Authority with respect to Project Revenue, the Stadium Equipment, FF&E, or the operation or use of the Premises, including ticket taxes, gross receipts taxes, and business license taxes or fees, subject to (i) Tenant's right to contest (subject to Section 13.1 hereof) or defer any such other taxes, and (ii) any limitations on the imposition of any such taxes, fees and charges contained in the Sports Arena Agreement which limitation Landlord agrees to enforce upon Tenant's request as applicable, at Tenant's expense unless such enforcement action benefits both Landlord and Tenant, in which event the costs of enforcement shall be shared equitably to the benefits received by each.

5.2.6 **Assessments in Installments**. To the extent allowed by all applicable Laws, Tenant may pay, or apply to have any Real Estate Taxes payable, in installments. Tenant shall then pay and discharge only such installments that become due and payable with respect to Real Estate Taxes allocable to the Premises during the Term.

5.3 **BID and CFD Decisions**. If, during the Term, any proposal is made to include the Premises in any BID or CFD (or to Modify the terms of any BID or CFD that includes the Premises, including the amount or calculation of any required payments or assessments) and Landlord is entitled to vote in favor of or against such proposal, then Tenant shall decide how to vote, the parties shall cooperate to effectuate such decision, and to the extent of Landlord's right to represent the Premises, Tenant shall have the right to represent the Premises in all matters regarding the BID or the CFD, as applicable.

5.4 **Direct Payment by Landlord**. If any amounts payable by Tenant under this Lease must be paid directly by Landlord, then: (a) Landlord appoints Tenant as Landlord's agent to make such payment; and (b) if the payee nevertheless refuses to accept payment from Tenant, then Tenant shall Notify Landlord, which notice shall contain Tenant's payment and reasonable instructions to Landlord on remittance of such payment. Landlord shall with reasonable promptness following receipt of Tenant's Notice make the applicable payment in accordance with Tenant's reasonable instructions and confirm such payment in writing to Tenant.

5.5 **Utilities**.

5.5.1 **Utility Services and Costs**. From and after the Commencement Date, Tenant shall arrange and pay for all fuel, gas, light, power, water, sewage, garbage disposal, telephone, telecommunications and other utility charges, and the expenses of installation, maintenance, use, and service in connection with the foregoing, for the Premises during the Term, excluding any Existing Obligations. Landlord shall cooperate with Tenant in connection with the transition to Tenant and/or termination of any applicable utility accounts or utilities as of the Delivery Date. Except for Landlord's obligations with respect to Existing Utility Charges and other Existing Obligations related to utilities (if any), and without otherwise limiting Landlord's obligations under the following sentence in this Section 5.5.1, Section 5.5.2 below and 29.3.1, Landlord shall have no liability or responsibility for utilities with respect to the Premises. Landlord covenants and agrees not to take or permit any action on or with

respect to the Premises that will disrupt, interrupt, or interfere with or otherwise limit, diminish or impair the availability, function and capacity of any utilities serving the Premises.

5.5.2 **Easement Rights**. To the extent that the use and operation of any utility line, facility, equipment or system exclusively serving the Premises (collectively, the "**Tenant Utilities**") crosses the Coliseum Property and/or requires access to the Coliseum Property to make any required installation, improvement, connection, maintenance, repair or replacement, or, conversely, to the extent that the use and operation of any utility line, facility, equipment or system exclusively serving the Coliseum Property (collectively, the "**Coliseum Utilities**") crosses the Premises and/or requires access to the Premises to make any required installation, improvement, connection, maintenance, repair or replacement, Landlord and Tenant agree to negotiate reasonably and in good faith to enter into a mutually satisfactory easement agreement with respect to such Tenant Utilities or Coliseum Utilities, as applicable. Without limiting the foregoing, in the event an emergency condition exists wherein there is a material disruption, interference or termination of any essential utility service to the Premises or the Coliseum Property that materially and adversely affects the operation of the Premises or the Coliseum Property, as applicable, and access to the Coliseum Property or the Premises, respectively, is required to identify or resolve the cause of the problem, then the Parties agree to cooperate with each other as provided herein on an accelerated basis as may be reasonably necessary under the circumstances to prevent material property damage or any delay, interference or cancellation of scheduled events on the affected site. With respect to any utility line, facility, equipment or system which serves both the Premises and the Coliseum Site and is not otherwise maintained by any public authority or utility company (collectively, the "**Common Utilities**"), maintenance of such Common Utilities shall be performed by Tenant with respect to the Premises and by Landlord with respect to the Coliseum Site, but the cost thereof shall be shared on an equitable basis based upon the relative consumption or usage of the utility furnished from such Common Utility.

6. USES OF THE PREMISES AND THE COLISEUM SITE.

6.1 **Permitted Uses**. Subject to the terms of this Lease, from and after the Delivery Date, Tenant shall have the exclusive right to possession, occupancy, use, operation and management of the Premises during the Term, including the right to use the Premises for any or all of the following purposes:

(i) all uses permitted under the Sports Arena Agreements, including the use and exercise of all of the rights contemplated under Sections 2.1 and 2.6 hereof, and for hosting community, civic, convention, religious, cultural, sports and entertainment events;

(ii) the development, construction, installation, ownership, use, operation and management of all uses contemplated and permitted under the terms of this Lease regardless of whether expressly included in this Section 6.1, including those described in the definition of "Stadium" in Section 1.1.114 hereof, and of all Improvements, including the Stadium, all Stadium Equipment and FF&E on the Premises and the use of all Stadium Ancillary Areas and all facilities and amenities related thereto;

(iii) all uses permitted under the Final Approvals for the Stadium Project;

(iv) the use of the Stadium by Tenant as the Club's regular practice and training facility and for all of the Club's preseason, regular season, exhibition and playoff home games;

(v) the exhibition, production, presentation and broadcasting (or other transmission) of all Tenant Events;

(vi) the sole and exclusive right to own, operate and manage hospitality events (including on Landlord Game Days or other events at the Coliseum Site);

(vii) subject to any limitations set forth in the Sports Arena Agreements related to event scheduling priority and parking availability with respect to the use of the Stadium Building, the exclusive and unlimited use of the Premises and the Stadium for all events and permitted uses hereunder, including the right to use and exploit the Premises and all Improvements on a 365-day per year basis year-round, with 24 hour access to the Premises and exclusive use (including during Landlord Uses of the Premises) of: Tenant's and the Club's administrative office space; the Club's locker room, practice fields, practice facilities and related facilities, family areas and training rooms; the Club storage areas; the Adjacent Building; and all areas devoted to and required to operate all Premises Ancillary Businesses, including all required access, parking, utilities, signage, loading, unloading, deliveries and use of the Premises required therefor;

(viii) the exclusive right to install signage pursuant to Section 6.6 hereof, subject to USC Advertising Rights; and

(ix) any other lawful purpose not prohibited (expressly or implicitly) by the Sports Arena Agreements (as the same may be modified, supplemented or clarified by the Tenant NDA or any other agreement with the Commission and the District toward the end that the Commission and the District acknowledge that the uses expressly authorized under the Tenant NDA and/or such other agreements with the Commission and the District will not, nor be deemed to, violate the Sports Arena Agreements to which the Commission and/or the District is a party), the Final Approvals obtained for the Stadium Project or this Lease.

Without limiting or modifying the generality of the foregoing permitted uses, for clarity, except as otherwise expressly provided in the last paragraph of Section 6.11 and in Sections 6.12 and 23.2 of this Lease, during the Term Tenant will have the exclusive, first priority right to the unlimited use of the Premises and all Improvements and Stadium Ancillary Areas, including (a) the Stadium Building, including the Stadium Field for an unlimited number of Tenant Events, (b) the Adjacent Building, and (c) all exterior areas, amenities and elements required for Tenant's permitted uses hereunder, including all parking areas located on the Premises, and any practice fields, areas or facilities.

6.2 **Ancillary Uses of the Stadium**. Without in any manner limiting the permitted uses set forth in Section 6.1 above, subject to the terms of this Lease, from and after the Delivery Date, Tenant may make the following ancillary uses of the Premises or any Stadium Ancillary Areas uses of the Premises and shall be entitled to receive and retain all Project Revenues generated directly or indirectly from any of them:

6.2.1 **Office Space**. Tenant shall have the right (but not the obligation) to build, own, lease, license, manage, and operate office space in the Improvements on the Premises that will be available for use by Tenant or for Sublease to third parties or to Landlord at such market rates and upon such market terms and conditions as may be satisfactory to Tenant in its sole discretion.

6.2.2 **Ticket Office**. Tenant shall have the right to build, own, lease, license, manage, and operate a ticket office in the Improvements on the Premises, and in connection therewith, (i) Tenant may, in its sole discretion, appoint one or more ticketing agent(s) for its ticket office, and (ii) Tenant's right to receive and retain all Project Revenues therefrom will include any amounts received from any such ticketing agent (net of sales or similar taxes, credit card fees and other fees required to process transactions) in respect of commissions, convenience fees and other ticketing fees. If tickets are sold to any Landlord Events at Tenant's ticket office, then Landlord

will pay Tenant a market based fee for the sale of such tickets which shall be deducted from Landlord's ticket proceeds prior to delivery to Landlord.

6.2.3 **Ancillary Businesses**. Tenant shall have the right (but not the obligation) to build (anywhere in or on the Premises and Improvements, including in the Stadium Building and Adjacent Building), and to (i) own, Sublease, manage, control and operate, and (ii) receive and retain all Project Revenues derived from, any ancillary businesses and use permitted hereunder (collectively, "**Premises Ancillary Business**"), including: (a) restaurants located in the Improvements or any exterior restaurant, concession or facility for the sale of food and beverages, including alcoholic beverages, that may serve game and event day fans for soccer, football and other events, as well as local customers and visitors to Exposition Park on non-game days; (b) all conference and special event facilities on the Premises or in the Improvements, including the Stadium Building or the Adjacent Building; (c) all hospitality events, facilities and services located on or provided at the Premises or in the Improvements, including the Stadium Building or the Adjacent Building; (d) a museum and touring business; and (e) retail businesses, including stores, concessions, kiosks, mobile retail units, "pop-up" merchandise locations or other sales facilities of any kind for use by Tenant, the Club, Landlord or third parties.

Nothing contained herein is intended to or will be deemed to create, for Landlord's benefit, any (i) interest in any of Premises Ancillary Business operated on the Premises or any Project Revenue derived therefrom, (ii) any option to lease space, right of first offer to lease space, or right of first refusal with respect to any Sublease transaction or the use of any portion of the Premises, or (ii) any consent or approval right with respect to any Sublease or other Project Contract. Whenever the term "permitted use" or "uses permitted hereunder" or "permitted uses under this Lease" or any similar reference, it shall in each case refer to the permitted uses set forth in Section 6.1 hereof and Tenant's rights under this Section 6.2, including with respect to all of the Premises Ancillary Businesses.

6.3 **Tenant's Use of the Coliseum**. From and after the Delivery Date and for so long as Landlord has possession and occupancy of the Coliseum (but in no event less than the Initial Term), Tenant shall have the following rights with respect to the Coliseum, subject to scheduling availability as reasonably determined by Landlord:

6.3.1 **Tenant's Right to Use the Coliseum**.

(a) Tenant shall have the right to use the Coliseum (together with such ancillary areas on the Coliseum Site as may be reasonably required for such use) and host one (1) full day event at the Coliseum (including mutually approved load-in, load-out time) for each calendar year during the Term (the "**Tenant Coliseum Event**") on the following terms: (i) except as hereinafter provided in Section 6.3.1(b), no rent, fee or use charge of any kind shall be charged to Tenant for any Tenant Coliseum Event; and (ii) Tenant shall retain any and all revenues generated in connection with a Tenant Coliseum Event, including tickets, ticket service fee reimbursements, temporary sponsorships, temporary signage, temporary advertising, concessions (including the commission share), merchandise and the use of District Parking Areas, subject to the terms and conditions of the USC NDA. Notwithstanding the foregoing, Tenant's right to host a Tenant Coliseum Event hereunder will not apply with respect to any Extension Term period during which Landlord no longer occupies any portion of the Coliseum Site unless Landlord otherwise agrees in writing. Landlord must provide Tenant with Notice of the date its occupancy rights will cease with respect to the Coliseum Site, which Notice must be given at least one (1) year prior to such occupancy cessation date; provided, however, Landlord acknowledges and agrees that if any Tenant Coliseum Event has previously been scheduled before Tenant's receipt of Landlord's occupancy cessation Notice for any period following such cessation date, then nothing in this sentence will limit or modify Tenant's right to host such previously scheduled Tenant Coliseum Event and Landlord will take all action

necessary to allow such event to proceed as scheduled. Landlord further acknowledges and agrees that if, in any calendar year that Tenant has the right to host a Tenant Coliseum Event hereunder, Tenant is unable to host a Tenant Coliseum Event during such calendar year due to renovation of the Coliseum (or any portion thereof) or any other voluntary action taken or caused by Landlord, then Tenant's right for such calendar year shall carry over into the following calendar year (the "**Carryover Right**") so that Tenant shall have twelve (12) months following the date of completion of such Coliseum renovations or such other voluntary Landlord action to exercise the Carryover Right to host the Tenant Coliseum Event that was missed in the prior calendar year; provided, however, if the Coliseum renovations or such other voluntary Landlord action affects more than one (1) calendar year, then Tenant's Carryover Right with respect to each additional missed Tenant Coliseum Event shall add an additional twelve (12) months on a consecutive basis to the time that Tenant may make-up such missed Tenant Coliseum Event. *[For example, if Coliseum renovations span a 2-year period and Tenant cannot reasonably schedule a Tenant Coliseum Event during the calendar years such renovation work is being performed, then Tenant's Carryover right will allow Tenant to make-up both missed Tenant Coliseum Events, the first within 12 months after the date of completion of the renovation work and the Coliseum is open to the public, and the second within 24 months after such date.]*

(b) Notwithstanding anything to the contrary herein, the Parties acknowledge and agree that (i) Tenant shall have the right (but not the obligation), at Tenant's sole cost and expense, to directly hire, fire and manage certain personnel with vital functions for Tenant Coliseum Events, such as scorers, in-Stadium announcers, and music directors, and (ii) Tenant shall reimburse Landlord for all of the actual costs and expense paid or incurred by Landlord to open and operate the Coliseum Site, including the cost of utilities, maintenance and repairs necessitated or caused by the Tenant Coliseum Event (as opposed to repairs required due to ordinary wear and tear), facility changeover and pre- and post-event clean-up costs, security and traffic/parking facility control costs, and Landlord's staffing and labor costs (collectively, the "**Tenant TCE Direct Operating Costs**"), which amounts shall be paid by Tenant to Landlord within thirty (30) days after Landlord bills Tenant therefor, which bills shall be accompanied by reasonable supporting documentation.

6.3.2 **Joint Use of the Coliseum**. Tenant shall have the right to jointly promote with Landlord and host up to three (3) full day events at the Coliseum (including mutually approved load-in, load-out time) for each year during the Term (the "**Joint Coliseum Events**") on the following terms: (i) except as provided in clause (ii) of this Section 6.3.2,, no rent, fee or use charge of any kind shall be charged to Landlord or Tenant for a Joint Coliseum Event; (ii) operating costs charged to the Joint Coliseum Events shall be (A) limited to those reimbursable operating costs for the Coliseum Site that are comparable to the Tenant TCE Direct Operating Costs for Tenant Coliseum Events, and (B) shared by Landlord and Tenant equally; and (iii) notwithstanding anything to the contrary in this Lease, net profits generated by each Joint Coliseum Event including, but not limited to, tickets, ticket service fee reimbursements, temporary sponsorships and temporary signage for such event, concessions (including the commission share), merchandise, and parking revenue with respect to District Parking Areas (subject to the terms and conditions of the USC NDA) shall be shared by Landlord and Tenant equally.

6.3.3 **Tenant's Other Uses of the Coliseum Site**. In addition to the foregoing Coliseum Site uses, Tenant will have the right to promote other events at the Coliseum Site at then prevailing market rates and on the terms then offered by Landlord to third parties for use of the Coliseum Site, subject to previously scheduled events.

6.3.4 **Landlord Retained Rights**. Landlord and Tenant acknowledge and agree that: (1) Landlord retains the naming rights and permanent signage rights with respect to the Coliseum and its components and to all revenues derived therefrom; (2) concessions for events at the Coliseum (including Tenant Coliseum Events and Joint Coliseum Events) shall be operated by the Coliseum

concessionaire, subject to the terms of this Sections 6.3; (3) in connection with a Joint Coliseum Event, Landlord and Tenant shall share equally in the cost of the applicable parking rate and surcharge for use of the District Parking Areas under the USC NDA, and for any other event held by Tenant (including any Tenant Coliseum Event) at the Coliseum Site in any year, Tenant shall be solely responsible for such parking rate and surcharge payment; and (4) in no event shall Tenant be entitled use the Coliseum to host or promote a Rave (as hereinafter defined).

6.3.5 **Tenant's Temporary Advertising**. Tenant's temporary advertising rights at the Coliseum in connection with the exercise of its rights under this Section 6.3 shall be subject to the following conditions: (i) Landlord's determination of availability of space and approval of the proposed advertising, not to be unreasonably withheld; (ii) such advertising is not in conflict with Landlord, the Coliseum or the Coliseum Site, any business operated by Landlord at the Coliseum Site, any agreements, licenses or other business arrangements affecting Landlord or the Coliseum Site including existing advertising agreements or exclusives, sponsorships or agreements or policies of Landlord's partners or Affiliates and NCAA to the extent applicable to the applicable Tenant event; and (iii) payment by Tenant to Landlord of all applicable programming costs with respect to any digital sign or video board.

6.3.6 **Personal Rights**. Tenant's rights to use the Coliseum under this Section 6.3 are personal to Tenant and the Club and will terminate and expire without further notice or action required by any Party upon the date (i) this Lease expires or terminates and Tenant ceases to occupy the Premises, provided that Tenant shall be deemed to cease to occupy the Premises for purposes of this clause (i) if Tenant occupies as a holdover tenant, (ii) Tenant's Estate becomes vested in a party other than the owner of the Club, or (iii) Tenant ceases to own the Club.

6.4 **Parking**.

6.4.1 **Landlord Parking Areas**. Landlord shall make available for use by the public the parking areas commonly referred to as Parking Structures 1 and 2, as more particularly depicted on **Exhibit J** (the "**Landlord Parking Areas**") in connection with Tenant Events and/or other permitted uses of the Premises or the Coliseum Site (pursuant to Section 6.3), subject to the following restrictions and requirements:

(i) Landlord shall have no obligation to make the Landlord Parking Areas available for use by the public during Landlord's normal business hours (unless otherwise approved in writing by Landlord), on Landlord Game Days and USC basketball home games, on other dates on which Landlord is holding a Major Event or a Special Event (as such terms are defined in the USC NDA), on the dates of USC commencements, or at any other times which Landlord reasonably determines to conflict with Landlord's need to use Landlord Parking Areas for University business or activities;

(ii) Landlord shall have no obligation to grant Tenant a parking covenant for entitlement purposes with respect to the Landlord Parking Areas;

(iii) any revenues generated from public use of the Landlord Parking Areas in connection with Tenant Events and/or other Premises uses shall be retained by Landlord;

(iv) the Landlord Parking Areas shall be and remain operated and controlled by Landlord; and

(v) Tenant shall reimburse Landlord for the additional security costs and clean-up costs, if any, incurred by Landlord in connection with the use of the Landlord Parking Areas in

connection with, and solely attributable to, Tenant Events and/or other permitted uses of the Premises or Coliseum Site (excluding all Landlord Uses, including Landlord Events), but Tenant shall have no other obligations with respect thereto, including rent, taxes, operating costs, utilities, maintenance, repairs, replacements or insurance.

6.4.2 **District Parking Areas**.

(a) Upon Tenant's request, Landlord shall duly exercise all rights available to Landlord under the USC NDA with respect to the use of the District Parking Areas (collectively, "**Landlord NDA Parking Rights**") and use diligent and good faith efforts to purchase on behalf of Tenant (and at Tenant's sole cost, risk and expense) a special event parking permit for parking in the District Parking Areas for each Tenant Event requested by Tenant, at the rate specified in the USC NDA and subject to all of the other applicable terms and conditions of the USC NDA related to Landlord NDA Parking Rights. In connection with such Tenant request for a Tenant Event, Landlord agrees to take all reasonable action required to administer and comply with the terms of the USC NDA related to Landlord NDA Parking Rights, except that for purposes thereof, Tenant shall provide all relevant information to Landlord related thereto, such as the number of spaces required and the Designated Parking Rate, and Landlord agrees that all revenue generated by the use of the Landlord NDA Parking Rights in connection with such Tenant Event shall belong to Tenant. Landlord covenants and agrees to enforce the terms of the USC NDA as may be necessary or required to provide Tenant with the use and benefit of the Landlord NDA Parking Rights in connection with any Tenant Events, including the collection of all revenue generated from the use thereof.

(b) In connection with Tenant's use of District Parking Areas pursuant to Landlord's exercise of the Landlord NDA Parking Rights, Tenant shall (i) comply with all of Landlord's obligations under the USC NDA with respect to the Landlord NDA Parking Rights and the special event parking permits obtained thereunder on behalf of Tenant, (ii) reimburse Landlord for all special event permit fees paid or incurred by Landlord (to the extent not paid directly by Tenant) in connection with Landlord's exercise of the Landlord NDA Parking Rights on Tenant's behalf, and (iii) Indemnify Landlord against all Claims that Landlord may suffer or incur or become subject to as a result of Landlord's exercise of Landlord NDA Parking Rights on Tenant's behalf and/or Tenant's use of the District Parking Areas in connection therewith (including any enforcement costs and expenses incurred by Landlord pursuant to Section 6.4.2(a) above). The foregoing clauses (i), (ii) and (iii) are sometimes collectively referred to herein as the "**Tenant's LNDA Parking Right Obligations**."

(c) Landlord acknowledges and agrees that: (i) in connection with Tenant's NDA, Tenant has the right (but not the obligation) to obtain the right to independently acquire in Tenant's NDA, the OEA or such other easements, license, document or agreement such other parking rights with respect to the use of District Parking Areas as Tenant determines to be necessary or required for the Premises, the permitted uses thereof, including all Tenant Events and all Premises Ancillary Business; and (ii) in the event of any use by Tenant (including any Sublease Parties or other permittees of Tenant's parking rights) of District Parking Areas pursuant to any right, authority, permit, document or agreement (other than the USC NDA), then Tenant's LNDA Parking Rights Obligations will not apply to such independent use of the District Parking Areas. Without limiting Landlord's obligations under Section 6.4.3 below, Tenant shall coordinate directly with the District and other Governmental Authorities regarding any traffic control and access requirements with respect to the use of the Premises, the District Parking Areas, the streets and roadways located within Exposition Park or the major arterial public roadways located adjacent to and provided public access to Exposition Park. With respect to clause (i) above, Tenant agrees that its independent parking rights may not limit or modify Landlord's ability to use the Landlord NDA Parking Rights. Landlord's written approval of Tenant's NDA and the OEA hereunder will be

deemed Landlord's acknowledgment that Tenant's independent parking rights provided therein, in the version approved by Landlord, do not violate the terms of the preceding sentence.

6.4.3 **Premises Parking Areas and Access to Premises**. With respect to parking areas located on the Premises ("**Premises Parking Areas**"), Tenant, the Club, their respective Affiliates, all Sublease Parties and their respective employees, agents, contractors, vendors, invitees, customers and guests, shall have the unlimited and unconditional right to use all Premises Parking Areas for all Tenant Events and all other permitted uses of the Premises, including all Premises Ancillary Businesses, except for Available Premises Parking Areas (as hereinafter defined) on Landlord Game Days and other days when a Major Event is scheduled at the Coliseum Site. As used herein, the term "**Available Premises Parking Areas**" means the portion of the Premises Parking Areas that is not required by Tenant for any concurrent uses of the Premises as contemplated and permitted hereunder, including Section 6.12.2(e), on any Landlord Game Days or any other day a Major Event is scheduled at the Coliseum Site. Subject to Tenant's rights and requirements herein and in Section 6.12.2(e) below, Landlord shall have the right to purchase the right to use Available Premises Parking Areas, at market rates then made available or offered by Tenant to any third party for such use, on Landlord Game Days and any other day a Major Event is scheduled at the Coliseum Site. Landlord shall, at its sole expense, use commercially reasonable efforts on Landlord Game Days and on days where any other Coliseum Site event is scheduled to afford to Tenant, to the extent within Landlord's control, continuous, full and unimpeded access to the Premises (including all Premises Parking Areas) for all permitted uses of the Premises, including the Stadium and all Premises Ancillary Businesses, including for all related uses and purposes, including access, parking, deliveries, loading and receiving.

6.5 **Media Rights**. Tenant will own all of the media rights and revenues relating to all radio, television, satellite, broadcast, Internet and all other forms of transmission of verbal and visual descriptions of Tenant Events and will have the exclusive right to (i) take, or permit others to take, motion pictures or videos of Tenant Events or portions thereof, and (ii) retain all related revenues as Project Revenues hereunder, subject only to (A) as between Tenant and MLS, any media rights retained by MLS pursuant to the MLS Requirements, (B) any rights that Tenant may grant to other third party users of the Stadium Field, and (C) the USC Media Rights.

6.6 **Naming Rights; Advertising Rights; Signage**.

6.6.1 **Naming Rights**. From and after the Delivery Date, during the Term, Tenant shall be the exclusive owner and holder of all naming rights to the Premises, including the Stadium, the Stadium Building, the Stadium Field including any and all areas and components thereof (collectively, the "**Naming Rights**"). Tenant shall have the sole right and authority to negotiate the terms and conditions of one or more contract(s) granting Naming Rights and all revenues therefrom shall be Project Revenues hereunder to be retained by Tenant.

6.6.2 **Freeway Sign**.

(a) With respect to the existing main Coliseum/Sports Arena sign the "**Freeway Sign**") located along the east side of I-110 near the intersection of W. 39th Street and S. Grand Avenue, approximately as depicted on **Exhibit I** hereof, from and after the Delivery Date, and for a period that will be coterminous with the Term, Landlord hereby grants, assigns and conveys to Tenant the exclusive right to use an area on the Freeway Sign (the "**Tenant Sign Area**") consisting of (i) the portion of the "permanent crown" area of the Freeway Sign which currently identifies the Sports Arena, as more particularly depicted on Exhibit I, and (ii) fifty percent (50%) of the total sign face area devoted to the identification of the Coliseum and Stadium on any New Freeway Sign, in each case (A) for purposes of identifying the Stadium, and (B) for no additional consideration. Tenant shall pay fair market rates for

use of other areas on the Freeway Sign or any New Freeway Sign (as hereinafter defined), as the case may be (for example, the use of a digital reader board). The design of Tenant's signage on the Freeway Sign shall be subject to Landlord's approval, which approval will not be unreasonably withheld, conditioned or delayed. If at any time during the Term, Landlord forecloses on any mortgage Landlord or any Landlord Affiliate holds with respect to the Freeway Sign, and Landlord or its Affiliate becomes the owner of the Freeway Sign and related land, Landlord acknowledges that it or any Landlord Affiliate will acquire title to the Freeway Sign and related land subject to Tenant's rights hereunder.

(b) Landlord and Tenant acknowledge that the Freeway Sign is scheduled to be refurbished by Landlord at Landlord's sole expense in 2015. In connection therewith, Landlord agrees that the Sports Arena sign area on the crown of the Freeway Sign will not be reduced in size, either in the aggregate or proportionately to the sign area devoted to the Coliseum signage. The Parties further agree to work together with respect to any future redesign, renovation or redevelopment (a "**Sign Renovation**") of the Freeway Sign (any such renovated sign being referred to herein as the "**New Freeway Sign"**) to (i) ensure a complimentary design of their respective signs on the New Freeway Sign, (ii) to jointly approve the Sign Renovation and work together to obtain Approvals therefor from all applicable Governmental Authorities, and (iii) to allocate costs and responsibilities related to the Sign Renovation. Any New Freeway Sign and Tenant's sign rights with respect thereto shall be subject to the terms and conditions set forth in subsections (a) and (c) of this Section 6.6.2.

(c) Notwithstanding the grant of the foregoing sign rights to Tenant in this Section 6.6.2, it is the intention of the Parties that Landlord will perform any sign installation, maintenance, repair or replacement required by Tenant in, on or with respect to Tenant's Sign Area ("**Tenant's Sign Work**") as soon as reasonably practicable upon Tenant's request and at Tenant's sole expense as hereinafter provided such that Tenant's sign in Tenant's Sign Area shall be in good order, condition and repair and illuminated at all times when the remainder of the Freeway Sign crown area is illuminated. Upon Tenant's request and at Tenant's sole cost and expense, Landlord shall exercise commercially reasonable and diligent efforts to obtain any necessary permits required to perform Tenant's Sign Work, if any. Upon completion of the applicable Tenant's Sign Work requested by Tenant, Tenant shall reimburse Landlord for all third party out-of-pocket costs and expenses reasonably incurred by Landlord in connection with the permitting or performance of Tenant's Sign Work within thirty (30) days after Landlord bills Tenant therefor, which bills shall be accompanied by reasonable supporting documentation.

(d) Landlord agrees that, during the Term, for so long as Landlord shall have a leasehold or ownership interest in, or otherwise control, the Freeway Sign, Landlord shall maintain the Freeway Sign in good order, condition and repair.

6.6.3 **Interim Term Signage**. Prior to the Delivery Date and subject to applicable Laws, Tenant shall have the right to erect signage on the Sports Arena Site in the location shown on the Site Plan or, if not so shown, in such other location or locations as the Parties may mutually and reasonably agree upon, which signs shall designate the Sports Arena as the future home of the Stadium and the Club.

6.6.4 **Premises Signage**. Subject to compliance with, and as permitted by, the Signage Plan and applicable Laws, including all Final Approvals, Landlord agrees that Tenant shall be entitled to Construct on the interior and exterior of the Premises and any Improvements, including the Stadium and the roof of any building, any and all building, monument, pylon, pole, roof-mounted, traffic control, parking and other temporary and permanent signs, sign structures, displays, flags, banners, screens or other advertising or media medium or equipment of any kind or nature whatsoever required or desired by Tenant for any purposes (including identification signs, sponsorship signs, temporary event

signs, traffic, access and safety signs, electronic digital displays, changeable message light-emitting diode (LED) boards, static signs, and retail/tenant identification signs) or otherwise required by Law or Exposition Park requirements in connection with the development, construction, management, use and operation of the Premises and any permitted uses hereunder, including all Premises Ancillary Businesses (collectively, "**Premises Signage**") for use by Tenant and the Club, their respective Affiliates and any third party permittees authorized or designated by Tenant, including any Sublease Parties, advertisers or sponsors and any sign vendors and contractors for any of the foregoing (collectively, "**Premises Sign Permittees**"). As used in this Section 6.6.4, the term "Construct" with respect to any Premises Signage includes the right to erect, install, attach, use, operate, maintain, illuminate, change, replace, redevelop and relocate any Premises Signage as required, the right to subdivide any Premises Signage and the right to grant any of the foregoing rights to Premises Sign Permittees. All revenue derived from any Premises Signage shall be Project Revenue to be retained by Tenant. All of the foregoing rights with respect to Premises Signage may be exercised without Landlord's consent and without further approvals from Landlord. Landlord covenants and agrees that, (i) except as otherwise provided in any Landlord Ancillary Agreement or this Lease, it will not place, or allow to be placed, any signs on the Premises; and (ii) it will not permanently remove any utility lines serving any of Tenant's signs.

6.6.5 **Off-Premises Sign Rights**. The Parties agree to cooperate with each other with respect to: (i) the use of banner signs on District Property located off of the Master Premises to enable each of Landlord and Tenant to use existing or new poles located on District Property for temporary banner signs for Tenant Events and Landlord Events on event days; and (ii) the joint use of the main entry sign to Exposition Park at the intersection of Hoover Street and Martin Luther King Jr. Boulevard. With respect to clause (i) above and to the extent required under the Specific Plan, Landlord agrees that it will allow Tenant the right to use up to 200 square feet of Landlord's off-premises sign rights in the zone that includes the area immediately adjacent to the north of the Premises to allow Tenant's temporary use of banner signs within Christmas Tree Lane on Tenant Event days.

6.6.6 **Advertising Rights**. Without limiting or modifying Section 6.6.4 above, Tenant shall own and have the exclusive right to operate, control and sell, and to grant third parties the right to sell, and for Tenant to retain all revenue as Project Revenue from, (i) all permanent advertising of any kind or nature whatsoever (whether internal or external, including any off-site signage), (ii) all temporary advertising (including LED signage, video board and message board advertising, and all rotating signage), whether internal or external (including any off-site signage), excluding USC Advertising Rights, and (iii) the grant of all sponsorships and official designations, in each case for all permitted uses, events, activities and businesses taking place or operating on or at the Premises, including with respect to all Tenant Events, all permitted uses hereunder and all Premises Ancillary Businesses. Each Party agrees that its advertising rights with respect to any portion of the Master Premises or other areas in Exposition Park shall expressly prohibit any so-called "guerilla marketing or advertising" events by either Party and their respective sponsors. As used herein, a "guerilla marketing or advertising" event is a marketing or advertising event, campaign or gimmick in any form that is authorized or allowed by a Party to be conducted or carried out at the same time as an event is taking place at the other Party's premises and primary stadium venue, by a sponsor that such authorizing Party knows or has reason to believe is a direct competitor of an exclusive sponsor of the other Party. *[For example, if Pepsi is an exclusive sponsor of the Coliseum, and Coke is an exclusive sponsor of the Stadium, during an event at the Coliseum, Tenant may not authorize or allow Pepsi to proceed with any marketing or advertising event that will be visible to a substantial number of people attending the Coliseum (such as, a Pepsi blimp flying over the Coliseum, or a Pepsi spot light lighting up the sky over the Coliseum with a Pepsi logo, or a marketing event to hand out free Pepsi products to people attending the Coliseum).]* In addition, the Parties further agree that when one Party is hosting an event at its premises and/or primary stadium venue, to the extent the other Party is not hosting its own event at the same time, the non-hosting Party will not run or project digital signage during the hosting Party's event advertising or featuring a sponsor that the

non-hosting Party knows or has reason to believe is a direct competitor of an exclusive sponsor of the hosting Party, and the non-hosting Party shall use reasonable efforts to take down conflicting temporary signage that is visible to the hosting Party's event for the duration of such hosting Party's event. The Parties further agree that without limiting or modifying the foregoing restriction and except as otherwise provided in this Lease, nothing in this Lease will prevent the Parties from having sponsors that are in direct competition with each other.

6.6.7 **Sign Restrictions**. Notwithstanding anything to the contrary contained herein, Tenant shall not, without Landlord's approval (which approval shall not be unreasonably withheld), grant any Naming Rights or permit any permanent or temporary signage or other advertising:

(i) 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, or any gambling or wagering business (with the exception of lotteries operated for the benefit of any Governmental Authority) or any other product or service that is reasonably anticipated to bring harm or disrepute to the reputation of Landlord or the Commission; or

(ii) to be visible (A) during any USC Field Event that is subject to NCAA rules, that contains a mark or name for any product or service that is prohibited by NCAA rules at NCAA Championships or NCAA Events (such as tobacco products, firearms, or pornographic or adult-themed products or services) and (B) during any International Olympic Committee event, that contains a mark or name of any product or service that is prohibited by applicable International Olympic Committee rules or policies.

If and to the extent that the foregoing restriction (which is set forth in the USC Lease) is amended, supplemented or clarified pursuant to the Tenant NDA or any other agreement with the Commission and the District, then the restriction for purposes of this Lease shall be interpreted and enforced as such restriction is so amended, supplemented or clarified.

6.7 **Intellectual Property**. In addition to Tenant's other rights under this Lease, Landlord hereby grants and conveys to Tenant a sub-lease and/or an irrevocable sub-license (as the case may require to fully vest such rights in Tenant hereunder) to use all trademarks and service marks associated with the Sports Arena Site and granted to Landlord by the Commission pursuant to Schedule 2.2-1 of the USC Lease, including with respect to the trademark "Los Angeles Memorial Sports Arena", on an exclusive, royalty and rent-free, fully paid-up basis, including the right to further sub-license any such trademark or service mark to a third-party, with all revenue derived therefrom being Project Revenue hereunder which Tenant shall have the exclusive right to receive and retain. Landlord acknowledges and agrees that Tenant shall otherwise own all right, title, and interest in and to all intellectual property, including any and all patents, trademarks, trade secrets, and copyrights, relating to Tenant, the Premises, the Stadium, the Stadium Project, the Club and any permitted uses thereof, including any legally protectable product, process, idea, design, sign, logo, name, or emblem related to any of the foregoing created at any time prior to or after the Commencement Date ("**Tenant's Intellectual Property**"). Tenant shall have the exclusive right to receive and retain all Project Revenue derived in any manner from the ownership, use or licensing of any of Tenant's Intellectual Property. Tenant shall have the right (but not the obligation) to license Tenant's Intellectual Property to any third party.

6.8 **Scheduling and Scheduling Priorities**. Notwithstanding anything in this Lease to the contrary, Landlord and Tenant acknowledge that the scheduling of the use of the Stadium and the Premises shall be subject to the scheduling processes and priorities set forth in the USC NDA, the USC NDA Lease and the 2054 Lease, as applicable, and that Tenant shall have the right to obtain such scheduling priority rights for Tenant Events from the State in the Tenant NDA as Tenant may require,

provided that in no event shall any Tenant priority scheduling right be superior to any rights provided in the Sports Arena Agreements in effect as of the Execution Date for a Landlord Game Day. Following Landlord's approval of, and the execution and delivery by the parties thereto of, the Tenant NDA, neither the scheduling provisions of the USC NDA, the USC NDA Lease and the 2054 Lease, as applicable, nor the scheduling provisions of the Tenant NDA shall be Modified without the prior or concurrent written consent of Landlord, Tenant and the District.

6.9 **Project Revenues**. Tenant shall have the exclusive right to receive and retain all Project Revenue from any and every source derived related directly or indirectly from, to or through the development, construction, ownership, operation, use, lease, Sublease, management, control, maintenance and repair of the Improvements, the Premises, any Stadium Ancillary Areas, the District Parking Areas or all Premises Ancillary Businesses, including the right to sell, and to retain all Project Revenues from, all rights of every kind and description, from all uses of the Premises, Improvements, including the Stadium Building and Adjacent Building whether relating to Tenant Events or otherwise, including, but not limited to, ticket revenues, seat revenues, merchandise revenues, Naming Rights, luxury suites and other premium seating, concession revenues, retail kiosks and stores, stadium restaurants, conference facilities, museums, touring business, pouring and other vendor designation and branding rights at the Stadium, advertising and media rights, signage, sponsorships, club memberships in connection with Tenant Events or otherwise, ticket agent fees, parking revenues (subject to the Sports Arena Agreements), and all rental, license and other revenues and expense reimbursements from other users of the Improvements, the Premises and the Stadium Ancillary Areas.

6.10 **Vendors**. From and after the Delivery Date, during the Term, Tenant shall have the right to select, in its sole discretion, all concessionaires, restaurant operators and food and beverage operators in addition to all other vendors at the Premises and shall be entitled to grant such vendors any official designations and any right to advertise their association at the Premises and in the Stadium. Without limiting, modifying waiving, releasing, terminating or otherwise adversely affecting Landlord's obligations with respect to all Existing Obligations, Tenant shall have the sole right to terminate any concessionaire or any other vendor at the Premises during the Term from and after the Delivery Date. Tenant shall be entitled to receive and retain as Project Revenue one hundred percent (100%) of any commissions paid, and any other payouts made, by any food caterer, concessionaire, restaurant operator or other food and beverage service provider in respect of concessions from all sources (including premium seating sales) at all times, except as otherwise agreed to by Landlord and Tenant with respect to any USC Other Field Events based on then prevailing market terms.

6.11 **Prohibited Uses**. Notwithstanding anything to the contrary in this Lease, Tenant shall not be allowed to use, or to permit, suffer, license, grant or otherwise authorize or allow any third party to use, the Premises or the Stadium for the following uses:

(i) events with more than 24,950 people in attendance (including standing room and suites);

(ii) events consisting of raves, concerts or events that primarily play so-called electronic dance or club music (also known as EDM), which includes a broad range of percussive electronic music genres produced primarily for dance-based entertainment environments such as nightclubs, raves and festivals and which music is largely produced for playback by disc jockeys and is generally used in the context of so-called live DJ mixes where the DJ creates a seamless selection of tracks by segueing from one recording to the next (any of the foregoing, a "**Rave**"), provided that this prohibition will not exclude any other music or concert events, including those where musicians customarily use electronic instruments and other electronic equipment as part of their act;

(iii) events or activities that are of an ultra-hazardous nature or a public nuisance;

(iv) events or activities that would violate any Law, provided, that Tenant shall have the right to contest any alleged violations of Law as long as (a) no civil or criminal recourse is sought to be imposed against Landlord, and (b) if such contest is unsuccessful, then Tenant will promptly cease the violating use;

(v) events or activities that would knowingly invalidate, impair or jeopardize Landlord's or the Commission's policy or policies of insurance with respect to the Premises protecting against liability for injuries, death or property damage;

(vi) on Landlord Game Days, to the extent Landlord is using the Stadium Field for a Landlord Event pursuant to a Landlord Ancillary Agreement, Tenant will not schedule a conflicting event for the use of the Stadium Field;

(vii) on Landlord Game Days, to the extent Landlord is not using the Stadium Field (for a Landlord Event pursuant to a Landlord Ancillary Agreement), or during a Priority Museum Event (as hereinafter defined), Tenant will not schedule events for the use of the Stadium Field that will (A) use the Stadium Field, including the seating bowl, (B) are open for attendance to the public, and (C) that will require, based on the anticipated attendance, all or substantially all of the seating capacity of the seating bowl of the Stadium Field and/or the use of more parking spaces than are available to Tenant on the Premises or in any District Parking Areas or Landlord Parking Areas, unless (if parking is the sole prohibitive factor) Tenant has made alternative parking arrangements (1) reasonably satisfactory to Landlord on a Landlord Game Day, or (2) satisfactory to the applicable Exposition Park party with respect to a Priority Museum Event. As used herein, a "**Priority Museum Event**" shall mean an event scheduled by any Exposition Park museum party that has scheduling priority on the Exposition Park master calendar pursuant to the terms of the USC NDA (or, as applicable, the USC NDA Lease or the 2054 Lease) over a competing event at the Stadium Field that would require, based on the anticipated attendance, the use of District Parking Areas that will be unavailable for the Stadium Field event as a result of the Sports Arena Agreements, as amended by the Tenant NDA, if applicable; and

(viii) uses, events or activities that are expressly prohibited by, or would create a default under, any of the Sports Arena Agreements.

Notwithstanding anything in this Lease or any Stadium Project Documents to the contrary, Landlord and Tenant acknowledge and agree as follows: (a) nothing in clauses (vi) and (vii) of this Section 6.11 will limit, interfere with or prevent Tenant's (or any Sublease Party's) uses of all other portions of the Premises (other than the Stadium Field, which shall not be used by Tenant on a Landlord Game Day) not subject to a Landlord Use on a Landlord Game Day for any of the permitted uses under this Lease, including for all of Premises Ancillary Businesses; (b) any MLS scheduled home soccer game for the Club will have priority (with respect to both event scheduling in Exposition Park and the right to use all District Parking Areas under the Stadium Project Documents) over any event at the Coliseum other than (1) the events given priority under the USC Lease and the USC NDA, and (2) any Coliseum events placed on the Exposition Park master calendar by Landlord prior to Tenant providing to Landlord, in writing, the MLS-scheduled Club home soccer game schedule disseminated to the public for the upcoming season. Additionally, nothing in this Lease shall prohibit Tenant's use of any and all areas located off of the Master Premises for any purpose required or desired by Tenant in connection with any of the permitted uses hereunder, including the right to install improvements thereon and access thereto (collectively, "**Stadium Ancillary Area(s)**"), to the extent permitted under the Stadium Project Documents, any Permitted Exceptions, any Final Approvals and/or any other agreements related thereto

6.12 **Landlord Uses**. Subject to the terms of this Lease and any Landlord Ancillary Agreements, and without limiting the meaning of the term "Landlord Use" hereunder, the Parties acknowledge and agree to the following terms related to certain specific Landlord Uses:

6.12.1 **Landlord Hospitality Events**. Landlord may schedule hospitality events at the Premises on Landlord Game Days at the market rates (including market terms and conditions) then offered by Tenant to the public for a comparable use of the Premises, which use shall include such portions of the Premises that are made available by Tenant for such events (the "**Hospitality Areas**"). Landlord shall have scheduling priority for Landlord Game Day hospitality events for the use of Hospitality Areas, provided, that, (i) Landlord's Game Day hospitality events will not limit, interfere with or prevent Tenant's uses of all other non-Stadium Field, non-Hospitality Areas portions of the Premises (*i.e.*, the potential office, retail, restaurant, and museum uses contemplated by Section 6.2 of this Lease), including sufficient parking to serve such uses (and, to the extent not expressly addressed in the applicable Landlord Ancillary Agreement, Landlord and Tenant shall coordinate in advance of any applicable Landlord Event in the Hospitality Areas to accommodate Tenant's and Landlord's parking and access requirements), and (ii) a fully executed Landlord Ancillary Agreement for the applicable Landlord Event must be executed by the Parties sufficiently in advance of any applicable Landlord Game Day, failing which Tenant shall be free to offer the Hospitality Areas for use to the public free of any right of Landlord for that particular day, Tenant acknowledging that Landlord intends to execute such a Landlord Ancillary Agreement once annually for all Landlord Game Days occurring during the football season for a given year.

6.12.2 **Landlord Uses of Stadium Field**.

(a) USC Team Field Events. Subject to (i) Tenant's scheduling requirements related to Tenant Events, including as set forth in Section 6.11(b) above, (ii) the terms of the Landlord Ancillary Agreement related to each applicable USC Field Events (as hereinafter defined), and (iii) Landlord's obligation to comply with all applicable Tenant's rules, regulations and requirements and all applicable Final Approvals and Laws governing the Stadium Field and the use thereof (collectively, the "**Field Use Requirements**"), Landlord's women's soccer and women's lacrosse teams may use the Stadium Field (together with such ancillary areas of the Premises as may be reasonably required for such use, including access to the Stadium Field, parking, concessions and signage) as follows (each such use by Landlord's women's teams are collectively referred to herein as "**USC Team Field Events**," and each a "**USC Team Field Event**"): (A) Landlord's women's soccer team may use the Stadium Field for one (1) game per season; (B) Landlord's women's lacrosse team may use the Stadium Field for one (1) game per season; and (C) Landlord's women's lacrosse team may use the Stadium Field for any other women's lacrosse games (in addition to the one (1) game set forth in clause (2) above), provided that such game will have a good faith anticipated attendance of over 5,000 seats.

(b) USC Personnel and Operating Costs. Notwithstanding anything to the contrary herein, with respect to (i) all USC Team Field Events, the Parties acknowledge and agree that Landlord shall have the right (but not the obligation), at Landlord's sole cost and expense, to directly hire, fire and manage certain personnel with vital functions for USC Team Field Events, such as scorers, in-Stadium announcers, and music directors, and (ii) with respect to the USC Team Field Events, Landlord shall reimburse Tenant for all of the actual, third party, out-of-pocket costs and expenses paid or incurred by Tenant to open and operate the Premises, including the cost of utilities, maintenance and repairs necessitated or caused by the USC Team Field Event (as opposed to repairs required due to ordinary wear and tear), facility changeover and pre- and post-event clean-up costs, security and traffic/parking facility control costs, and Tenant's staffing and labor costs (collectively, the "**USC TFE Direct Operating Costs**"), which amounts shall be paid by Landlord to Tenant within thirty (30) days after Tenant bills Landlord therefor, which bills shall be accompanied by reasonable supporting documentation. If

Landlord fails to timely pay Tenant for any USC TFE Direct Operating Costs hereunder, which failure to timely pay has ripened into a Landlord Monetary Default, then in addition to any other right or remedy available to Tenant hereunder, at law or in equity, Tenant's Set-Off Rights shall apply. Except for the USC TFE Direct Operating Costs, no rent, fee or use charge of any kind shall be charged to Landlord for any USC Team Field Event.

(c) USC Other Field Events. Any other Landlord desired Landlord Use of the Stadium Field, excluding USC Team Field Events (collectively, "**USC Other Field Events**" which, together with USC Team Field Events is sometimes collectively referred to herein as the "**USC Field Events**") will be available to Landlord at Tenant's then prevailing market rates (and market terms and conditions) to the public, subject to (i) Tenant's scheduling requirements, (ii) compliance with the Field Use Requirements, and (iii) execution of a mutually acceptable Landlord Ancillary Agreement.

(d) Personal Rights. Landlord's rights to use the Stadium Field under this Section 6.12.2 for USC Field Events, including all USC Advertising Rights and USC Media Rights (and all Landlord Revenue Rights related thereto) are personal to USC and will terminate and expire without further notice or action required by any Party upon the date (i) Landlord's Estate becomes vested in a party other than USC, or (ii) USC ceases to occupy the Coliseum Site.

(e) Tenant's Concurrent Use of Remainder of the Premises. Notwithstanding any authorized USC Field Events hereunder, Landlord acknowledges and agrees that (i) Tenant and any Sublease Party shall have the full use and enjoyment of all other portions of the Premises (excluding the Stadium Field and such ancillary areas of the Premises as may be reasonably required for use of the Stadium Field, including access to the Stadium Field, parking, concessions and signage), including the Adjacent Building and all Premises Ancillary Business uses, together with sufficient rights of access, parking, loading and unloading to serve the Adjacent Building and all Premises Ancillary Business uses, and (ii) Landlord will take all action necessary and required to ensure that USC Field Events will not interfere with, disrupt, prevent, adversely affect or increase the cost of any of other uses of the Premises by Tenant or any Sublease Party.

(f) Additional USC Women's Soccer Team use of Stadium Field. USC may from time to time request the right to use the Stadium Field for additional USC Team Field Events consisting solely of USC Women's Soccer Team games (in addition to the 1 game described in Section 6.12.2(a) above). Any such additional USC Team Field Event pursuant to this Section 6.12.2(f) shall be subject to (i) Tenant's scheduling requirements related to Tenant Events, (ii) the terms of the Landlord Ancillary Agreement related to each such additional USC Team Field Event, including Landlord's agreement to pay the USC TFE Direct Operating Costs applicable to each such additional USC Women's Soccer Team use of the Stadium Field (and no other rent, fee or use charge of any kind), and (iii) Landlord's obligation to comply with all Field Use Requirements.

6.12.3 Landlord Ancillary Agreements. Anything in this Agreement to the contrary notwithstanding, Landlord acknowledges and agrees that each Landlord Event will be conditioned upon the execution of a mutually acceptable Landlord Ancillary Agreement, the terms of which shall be consistent with the provisions of Sections 6.12.1 and 6.12.2, as and to the extent applicable .

7. COMPLIANCE.

7.1 **Tenant's Compliance**. From and after the Delivery Date and subject to Tenant's right of contest under Section 13.1 hereof, Tenant shall, at its sole cost and expense: (a) comply with all Laws related to the Premises and Tenant's use thereof (provided that Tenant shall not be responsible for (i) Landlord's compliance with any Laws which are Landlord's obligation to comply with hereunder, under

the Sports Arena Agreements or any Landlord Ancillary Agreement, or (ii) any violations of Laws occurring at any time during the Interim Term but are first discovered after the Delivery Date, which shall remain Landlord's sole responsibility and liability hereunder); (b) comply with the Sports Arena Agreements (to the extent applicable to Tenant, the Premises and/or Tenant's use thereof, including as described in Sections 29.1.5 and 29.1.6 hereof) and any Permitted Exceptions; and (c) comply with all Final Approvals obtained by Tenant for the Stadium Project related to the Premises or Tenant's use thereof. For purposes of this Section 7.1, Landlord acknowledges and agrees that Landlord may not disapprove any matter over which Landlord has a right of approval under this Lease solely with respect to the Premises (and not anything offsite) if and to the extent such matter is required in order to allow Tenant to comply with applicable Laws, the Sports Arena Agreements (to the extent applicable to Tenant and the Premises and Tenant's use thereof), the Permitted Exceptions or any Final Approvals.

7.2 **Landlord Delivery of Notices and Disclosures**. Landlord shall promptly give Tenant a copy of any and all notices, correspondence, or communications of any kind delivered or received by Landlord, or otherwise share any material information discovered or obtained by Landlord pursuant to any occurrence or event, including any act or omission by any party to any Stadium Project Documents relating to or regarding (i) the Stadium Project Documents, any Permitted Exceptions, Exposition Park scheduling priority, or the District Parking Areas, including all default notices related to any of the foregoing, (ii) this Lease, including the Premises, any Stadium Ancillary Areas, the Freeway Sign, Tenant or Tenant's uses of the Premises permitted under this Lease, or the use of the Premises by any other party, or any Sports Arena Rights, (iii) any matters related to Exposition Park, including events, meetings, hearings, calendar, scheduling or other material matters, (iv) any Real Estate Taxes (including any bill or statement or any reassessment notice), (v) any matters related to Approvals, Laws, utilities, or insurance from any Governmental Authority, public sector entity or utility, utility company or provider, insurance company or rating bureau, including related to any disapproval, required submission, conditions of approval, violations, meetings, notices or threats of non-renewal or termination, or (vi) any third party notices concerning any of the foregoing.

7.3 **Landlord's Compliance**. During the Term, Landlord shall, at its sole cost and expense, comply with and perform all obligations of Landlord under the Sports Arena Agreements with respect to the Master Premises, except to the extent Tenant's performance of Tenant's obligations under this Lease with respect to the Premises would satisfy Landlord's obligations and liabilities under the Sports Arena Agreements. For the avoidance of doubt (but without limiting or modifying the terms of Section 7.1 hereof or the preceding sentence in this Section 7.3), it is the intention of the Parties that, during the Term and for so long as the USC Lease is in effect, Tenant's compliance with its obligations under this Lease with respect to the Premises will, except as otherwise expressly provided in Sections 29.1.5 and 29.1.6, satisfy the corresponding obligation of Landlord under the Sports Arena Agreements to the extent pertaining or applicable to the Premises or the Sports Arena Property.

8. MAINTENANCE.

8.1 **Obligation to Maintain**. Except to the extent and during such time that Tenant is performing Construction in accordance with the terms of this Lease, including the Initial Development, in which case Tenant shall be excused from the following general maintenance obligations with respect to the affected portions of the Premises under Construction without limiting Tenant's obligations related to Construction hereunder, Tenant shall during the Term, from and after the Delivery Date, keep and maintain the Premises in good order, condition, and repair, subject to Loss (governed by other provisions of this Lease), Tenant's right to contest (in accordance with and subject to Section 13.1), and reasonable wear and tear. To the extent any maintenance expense is expended by Tenant as a result of the negligence or willful misconduct of Landlord or any party claiming by, through or under Landlord during the Term in Landlord's capacity hereunder as Landlord (as opposed to, for example, as the counterparty to a

Landlord Ancillary Agreement, but without limiting Landlord's obligations under any such agreement), Landlord shall reimburse Tenant for the actual, reasonable, out-of-pocket, third-party cost of such maintenance expense within thirty (30) days of Landlord's receipt of Tenant's invoice therefor, together with reasonable supporting documentation. Tenant's obligation to maintain the Premises includes an obligation to make all repairs to the Premises as may be required by Law from time to time during the Term, whether structural or nonstructural, foreseen or unforeseen, capital or operating (subject to Tenant's right to contest any such requirements subject to Section 13.1 hereof, and the terms of Section 2.4 and 9.2.3 hereof), including repairs to plumbing, heating, air conditioning, ventilating, electrical, lighting, fixtures, walls, Structure, building systems, ceilings, floors, windows, doors, plate glass, skylights, landscaping, driveways, site improvements, curb cuts, parking lots, fences and signs located in, on or at the Premises. Tenant shall remove or cause to be removed trash and debris from the Premises, and maintain them in a reasonably clean condition. Notwithstanding the foregoing, Landlord shall, at its sole cost and expense maintain the Premises during the Interim Term in accordance with Landlord's current maintenance practices for the Premises, subject to the terms of Sections 2.4 and 7.3 hereof.

9. CONSTRUCTION AND APPROVALS.

9.1 General.

9.1.1 **Construction**. At all times during the Term, Tenant, at Tenant's sole cost and expense, may perform any Construction, without Landlord's consent, as Tenant shall consider necessary or appropriate in, on or under the Premises, subject however to the provisions of this Lease related to Major Construction (as hereinafter defined) and further subject to any applicable terms and conditions of the Sports Arena Agreements. Tenant's rights hereunder will include the right and privilege to develop and construct (i) the Initial Development, including the Stadium Building in substantial conformity with the General Scope of Development, and (ii) the Adjacent Building to the extent Tenant elects in its sole discretion to construct same, whether in conjunction with the Initial Development or at some later date.

9.1.2 **Timing and Payment**. Tenant will commence construction of the Initial Development within two (2) years following the Commencement Date and, subject to Unavoidable Delays (including Landlord caused delays), Tenant will complete construction of the Initial Development within four (4) years of commencing construction of the Initial Development. Except as provided in the preceding sentence, Tenant is not obligated to commence or complete any Construction within any particular time. Tenant shall pay for (or cause to be paid) all Construction on the Premises in order to keep Landlord's Estate free of Prohibited Liens, subject to Tenant's contest rights in Section 13.1 hereof.

9.1.3 **Plans and Approvals**. Tenant shall provide to Landlord any plans and specifications (including working plans and specifications and "as built" plans and specifications) as provided in Sections 9.4 and 9.8.2 hereof. Without limiting or modifying any of the terms of this Lease, including Sections 2.3.4, 9.5 and 9.6 and Exhibits G and H hereof, Tenant shall keep Landlord reasonably informed of, and endeavor to obtain all permits and approvals from any applicable Governmental Authority which are required by Law with respect to any Construction.

9.1.4 **Performance**. All work related to any development or construction on the Premises shall be performed (i) in a good and workmanlike manner, (ii) in all material respects in accordance with (A) the final plans and specifications approved by the applicable permitting Governmental Authority, (B) applicable Approvals, and (C) applicable Laws, and (iii) in accordance with the terms of this Lease.

9.1.5 **Ownership**. All Improvements, including the Stadium, Stadium Building, Adjacent Building constructed or caused to be constructed by Tenant on or serving the Premises, and all and all Stadium Equipment installed or caused to be installed by Tenant shall become part of the Premises for purposes of this Lease; provided, however, at all times during the Term, Tenant shall have and retain sole and exclusive ownership of fee simple title to all such Improvements (including the Stadium, Stadium Building, Adjacent Building) and title to all Stadium Equipment, including in each case all replacements or additions thereto for all purposes, including tax purposes with Tenant having the sole and exclusive right to take all depreciation deductions and other credits and tax benefits associated therewith.

9.2 **Initial Work**.

9.2.1 **Remediation and Demolition**. Upon the Delivery Date (or any accelerated date for delivery of possession hereunder), provided Tenant has received all applicable abatement and demolition permits, Tenant shall have the exclusive right, at its expense, to perform all Remediation and Handling (as those terms are hereinafter defined) and to demolish and remove all of the Existing Sports Arena Improvements, including any Other Property (as defined in the USC Lease) that is located on the Sports Arena Site. For purposes of this Lease, the term "**Handling**" or "**Handle**" shall be interpreted broadly to mean any use, treatment, handling, storage, disposal and transportation of any Hazardous Substances, and the term "**Remediation**" shall be interpreted broadly to mean any environmental corrective, cleanup, abatement, remedial or removal action, investigation, testing or monitoring activities related to Hazardous Substances.

9.2.2 **Ownership**. Tenant reserves the right to claim ownership of any items or improvements demolished and removed by Tenant during demolition, and Tenant may retain any amounts received for salvage or otherwise from the items or improvements to which Tenant claims ownership; provided, however, in no event shall Tenant be deemed to have claimed title to nor have asserted ownership of any Hazardous Substances.

9.2.3 **New Conditions**. If, following the Delivery Date, Tenant discovers any New Condition, then Landlord will be responsible for all New Condition Additional Costs (as hereinafter defined). Landlord will reimburse Tenant for all New Condition Additional Costs within thirty (30) days after Landlord's receipt of Tenant's invoice therefor from time to time, which invoice shall be accompanied by reasonable supporting documentation, failing which, if such failure to pay shall ripen into a Landlord Monetary Default, Tenant's Set-Off Rights shall apply. As used herein, (i) a "**New Condition**" shall mean any new and adverse condition in, on or under the Premises that: (A) is caused by any activity or damage that occurs during the Interim Term; (B) did not exist on the Premises as of the Execution Date, including (1) any Hazardous Substances Discharge during the Interim Term, or (2) any activity or damage that exacerbates any existing condition on the Premises as of the Execution Date; and (C) results in New Condition Additional Costs; and (ii) "**New Condition Additional Costs**" shall mean all increased third party out-of-pocket costs and expenses paid, suffered or incurred by Tenant as a result of any New Condition. New Condition Additional Costs will include (i) increases in the cost of Tenant's Construction, demolition, Handling and Remediation, whether as a result of additional or overtime labor required, additional materials and equipment required, or due to additional time required for any such activities due to any interference with or delay in the performance of Tenant's Construction activities to the extent resulting from such New Condition, (ii) all additional third party out-of-pocket costs and expenses associated with the assessment, testing, and monitoring of any New Condition, any revisions to or additional plans required, any revisions to or additional Approvals required, and any overtime labor as Tenant may reasonably determine is necessary to make-up any delay that Tenant suffers as a result of such New Condition to enable Tenant to maintain the construction schedule contemplated to achieve the Target Opening, including all consultants' and attorneys' fees and costs in connection therewith. For clarity, a new condition that arises during the Interim Term that does not cause or create any New

Condition Additional Costs will not be a New Condition hereunder and will not create any reimbursement obligation in Landlord.

9.3 **Initial Development**. As used herein, the term "**Initial Development**" means the construction project initially contemplated hereunder by Tenant with respect to the Sports Arena Site consisting of (i) the demolition of the Existing Sports Arena Improvements, (ii) the construction of the Stadium Building, and (iii) the redevelopment and construction of all applicable on-site Improvements and off-site improvements (including buildings, structures, appurtenances, site work, signage, elements, amenities, utility lines, conduits, facilities and systems) required in connection with the use and operation of the Premises and the Stadium Building. Without limiting or modifying the terms of Section 9.1 above, Landlord acknowledges and agrees that Tenant shall have the right to build the Initial Development without further approval from Landlord unless the site configuration and/or building elevation drawings contained in Tenant's final plans and specifications for the Initial Development contain material modifications from the General Scope of Development for reasons other than changes required by any Governmental Authority. If Tenant (as opposed to any Governmental Authority) requires any material changes to the General Scope of Development attached hereto (as incorporated into Tenant's plans and specifications for the Initial Development), then Landlord will have an approval right with respect to such changes, not to be unreasonably withheld. Landlord's approval will (a) be limited to any material changes in the site plan and building elevation drawings for the Initial Development, (b) in no event extend to any internal areas, elements, configuration, division, work or décor of the Stadium, and (c) be granted if the revisions to the General Scope of Development are substantially consistent with the basic elements of the Stadium in Section 1.1.114 hereof.

9.4 **Plans and Specifications; Design and Development**. To the extent that Tenant obtains plans and specifications or surveys (including working plans and specifications and "as-built" plans and specifications and surveys) for (i) any exterior building construction, including any exterior alteration, addition or improvement or the construction of any new building, or (ii) any material site work improvements located outside of any building, Tenant shall provide Landlord with a copy of same, which are for Landlord's information only except to the extent, if any, this Lease otherwise expressly states. Notwithstanding the foregoing, Tenant will provide Landlord with a copy of all Tenant reviewed and approved plans and specifications related to the Initial Development or any Major Construction which are to be delivered to any Governmental Authority and any "as-built" plans and specifications and surveys related thereto as they become available or as this Lease or any other Sports Arena Agreement otherwise requires. Anything in this Lease to the contrary notwithstanding, Tenant will have exclusive, complete and final authority, in its sole discretion, over all design and development decisions with respect to any Construction, subject to (a) compliance in all material respects with applicable Laws, including (and subject to) all Approvals obtained for the Stadium Project (including any consents, relief or agreements related thereto from any Governmental Authority), (b) any applicable terms of the Sports Arena Agreements (including the implicit requirement that the initial cost of construction of the Stadium (including both hard and soft construction costs) exceed Fifty Million Dollars ($50,000,000)), and (c) the terms of Section 9.3 above with respect to the General Scope of Development in connection with the Initial Development.

9.5 **Applications and Approvals**. Tenant shall have the right to apply to each applicable Governmental Authority for all Approvals required by Tenant in connection with the Premises, including any Approvals as Construction may require. Tenant shall have the sole and exclusive right to obtain and receive all available Development Incentives from all applicable Governmental Authorities in connection with the Stadium Project. Landlord shall have no obligations or liabilities under any Development Incentive granted to Tenant unless, following or in conjunction with the early termination of this Lease (subject to the rights of any Leasehold Mortgagee hereunder), Landlord shall agree in writing to assume such obligations and/or liabilities and shall receive the benefits of such Development Incentive. Upon

Tenant's request, Landlord shall, at no out-of-pocket expense to Landlord (subject to Section 9.7 below), promptly join in and execute any Application as Tenant reasonably requests in accordance with and subject to the terms of **Exhibit H** attached hereto, and otherwise reasonably cooperate with Tenant in obtaining Approvals; provided, however, that if any such Application requires Landlord to agree to indemnify any Governmental Authority against certain costs, expenses, claims or liabilities that such Governmental Authority may pay, suffer or incur arising out of the applicable Application (collectively, "**Landlord Application Liabilities**"), then Landlord will execute such Application provided that Tenant concurrently executes an indemnity agreement pursuant to which Tenant agrees to Indemnify Landlord with respect to all Landlord Application Liabilities. Promptly upon Tenant's request, Landlord shall furnish all reasonably requested information in its possession or control that may be required by Tenant or any applicable Governmental Authority in connection with any Application. Except and to the extent that Landlord expressly otherwise agrees in writing and without limiting or modifying Landlord's obligations under this Lease, Landlord assumes no liability by cooperating with any Construction or Approvals.

9.6 **Landlord Support and Cooperation**. Landlord agrees that it will affirmatively support (at no out-of-pocket expense to Landlord, subject to Section 9.7 below), and not oppose, directly or indirectly or otherwise appear in opposition to, any Application or Approval submitted, brought, sought, or defended by Tenant before any Governmental Authority (including any court or other judicial body) subject to the terms of this Lease. Further, in addition to the cooperation described in Section 9.5 above, Landlord, at no out-of-pocket expense to Landlord (subject to Section 9.7 below), will:

(i) cooperate in good faith with Tenant in its discussions with any public sector entities related to any Development Incentives;

(ii) without limiting the foregoing, cooperate with Tenant and use its good faith efforts along with Tenant to obtain tax relief for Tenant from the City, the County and other taxing entities, including the State of California, in connection with the Stadium Project and the operation of the Premises and the Stadium, including relief in respect of any mortgage recording taxes, property or "leasehold" or other use taxes, sales taxes and any other tax, assessment, levy, charge or imposition of any kind or nature whatsoever related to the Premises or the operation thereof or the Stadium Project;

(iii) work diligently and use its commercially reasonable efforts to assist Tenant in obtaining the Tenant NDA required by Tenant;

(iv) work diligently and use its commercially reasonable efforts to assist Tenant in obtaining agreements with necessary parties identified by Tenant in connection with the Stadium Project and Tenant's access, construction, use, operation and other rights and requirements with respect to, and the right to lease, license and grant third parties the right to use and access, the Premises and any portion thereof as contemplated by this Lease or otherwise as reasonably required by Tenant, which agreements shall be satisfactory in form and substance to Tenant;

(v) reasonably cooperate with Tenant and use its good faith efforts along with Tenant to obtain the Approvals required to construct, develop, operate and/or use the District Property, including the Premises, the Stadium Project, and the Stadium as contemplated under this Lease, from any Governmental Authority; and

(vi) without duplicating the foregoing terms in this Section 9.6 or in Section 9.5 above, Landlord shall cooperate with and assist Tenant as set forth on Exhibit H attached hereto.

Notwithstanding the foregoing, Landlord's obligations of cooperation and support herein shall not apply to the extent that any Application, Approval or other matter for which Landlord would otherwise have an obligation of cooperation and support hereunder (or, in each case, any portion thereof) may (A) materially and adversely affect the Coliseum Site, Landlord's use thereof, or Landlord's rights, remedies and/or privileges related to the Coliseum Site under the Sports Arena Agreements, (B) subject Landlord to any material cost, liability or expense, or (C) render Landlord or any portion of the Coliseum Site to be in violation of any applicable Laws. If Landlord reasonably determines that any Application, Approval or other matter for which Landlord's cooperation and support is desired by Tenant would cause or result in a situation described in any of clauses (A), (B) or (C) above (any such situation a "**Landlord MAE**") then Landlord shall promptly Notify Tenant and the parties agree to meet and confer to resolve such matter to Landlord's reasonable satisfaction.

9.7 **Certain Costs and Expenses and Other Limitations**. Tenant will bear all costs and expenses related to its due diligence investigations, all planning and design costs related to the Stadium, all of its consultants' and attorneys' fees required to obtain all Approvals during the entitlement process, including all Application and permit fees. Notwithstanding anything to the contrary in this Lease, Landlord, in providing its support, cooperation and assistance to, and working together with, Tenant as contemplated by Sections 9.5 and 9.6 above and elsewhere in this Lease (such activities, collectively, "**Support**"), shall not be (a) required to engage any third party consultants, advisors, vendors, lobbyists and/or professionals (collectively, "**Third Party Professionals**") in providing Support unless requested to do so by Tenant, in which case Tenant shall pay all costs and expenses incurred by Landlord in connection with such Third Party Professionals, (b) required to provide Support for Approvals, agreements and/or other objectives pursued by Tenant that Landlord reasonably determines would materially and adversely affect Landlord and/or its rights under the Sports Arena Agreements, and (c) deemed to have incurred "out-of-pocket expense" for purposes of this Lease if, in the normal course of the transactions contemplated under this Lease, Landlord elects to voluntarily engage Third Party Professionals with respect to (i) the routine and customary review, analysis and counsel of Landlord in connection with the applicable Support required and/or Tenant's activities hereunder, or (ii) the review and negotiation of the Tenant NDA(s). Without limiting the foregoing, any applicable reimbursement hereunder by Tenant of Landlord's out-of-pocket costs shall be with respect to costs and expenses of Third Party Professionals incurred within the scope of the applicable Support assistance requested by Tenant.

9.8 **Major Construction**. As used herein, the term "**Major Construction**" means (i) the Initial Development, or (ii) any other material Construction project (including any coordinated series of related projects) on the Premises whose estimated cost exceeds the greater of (i) Twenty-Five Million Dollars ($25,000,000), or (ii) the product obtained by multiplying Ten Million Dollars ($10,000,000) by the CPI Adjustment Factor set forth in Section 1.1.29(ii) hereof.

9.8.1 **Commencement Conditions**. Prior to and as a condition to Tenant's commencement of any Major Construction, including the Initial Development, Tenant shall satisfy the following conditions (as and to the extent applicable):

(i) Tenant shall provide Landlord with copies of applicable permits required by Law sufficient for Tenant to start substantial construction activities, such as demolition, excavation, grading, foundations or Remediation (if applicable);

(ii) To the extent that any Major Construction contemplates demolition of the entire Stadium Building, then except as otherwise provided in this Lease or any other Sports Arena Agreement, such Major Construction shall also include (re)construction of a stadium or other multi-purpose sport or entertainment venue building or a permitted replacement thereof, in either

case that will (A) have a value of at least Fifty Million Dollars ($50,000,000), and (B) conform to a standard of quality that equals or exceeds the standard of quality of any one of (1) Sporting Park, Kansas City, Kansas, (2) Dick's Sporting Goods Park, Commerce City, Colorado, or (3) Avaya Stadium, San Jose, California, as such facilities exists on the Commencement Date;

(iii) Tenant shall have delivered or caused to be delivered to Landlord evidence of the construction period insurance described in Section 9.11 below with respect to (A) the Builder that is the general contractor for such Major Construction, and (B) Builders other than the general contractor for such Major Construction; provided, however, with respect to Builders other than the general contractors, Landlord agrees that (A) except to the extent applicable to the work being performed or designed, such Builders will not have to carry Contractor's Pollution Liability or Professional Liability coverages shown on Schedule 1 attached hereto, and (B) the excess liability limits to be carried by such Builders with respect to the other insurance coverages shown on Schedule 1 will be the limits as may then be reasonable and customary on an industry-wide basis for the applicable type of Builder and the type of work being performed.

(iv) With respect to the Initial Development or any Major Construction consisting of the entire replacement of the Stadium Building, excluding any Restoration thereof following a Loss, Tenant shall cause to be delivered to Landlord a Surety Bond, together with a copy of the Construction Contract, except as otherwise provided in Section 9.10.1 below; and

(v) Tenant shall have furnished to Landlord agreements from Tenant's Architect and from Builder to continue to perform for Landlord all obligations of Tenant's Architect or Builder, as applicable, under its contract with Tenant if this Lease is terminated (subject to the rights of any Leasehold Mortgagee hereunder); provided, however, if this requirement is applicable, Landlord's rights under such contracts may only be exercised (A) after the expiration of all MLS cure rights set forth in Section 30.4 hereof, (B) after the expiration of all applicable Leasehold Mortgagee's Cure Rights and Leasehold Mortgagee's New Lease Option Period (as hereinafter defined) without such Leasehold Mortgagee's cure or request for a New Lease), and (C) provided Tenant's Architect or Builder is paid for its services in accordance with such contract and Landlord performs Tenant's other obligations under such contracts.

With respect to the Initial Development only, (i) Tenant shall cause the foregoing conditions to be satisfied and commence Remediation and demolition of the Existing Sports Arena Improvements within two (2) years following the Commencement Date; and (ii) except as otherwise approved by Landlord, Tenant shall not commence Remediation and demolition of the Existing Sports Arena Improvements, excavation, or any other substantial on-site physical element of any Major Construction (other than staging and mobilization) unless Tenant has satisfied the foregoing conditions (as and to the extent applicable).

9.8.2 **Plans and Specifications**.

(a) Without limiting the terms of Section 9.1.3 hereof, with respect to any subsequent Major Construction after the Initial Development, Tenant shall provide Landlord with a General Scope of Development for Landlord's approval, which approval will not be unreasonably withheld. Without limiting the foregoing and without limiting or modifying any approvals that may be required from the Commission or the District under the Sports Arena Agreements, Landlord's approval with respect to subsequent Major Construction will (i) be limited to the site plan and building elevation drawings set forth in the General Scope of Development for such subsequent Major Construction and not any other plans and specifications, without limiting Tenant's delivery obligations with respect to plans and specifications below, (ii) in no event extend to any internal areas, elements, configuration, divisions, work

or décor or work with respect to any Improvements, and (iii) be granted if the General Scope of Development is substantially consistent with the basic elements of the Stadium in Section 1.1.114 hereof if and to the extent that the subsequent Major Construction is a replacement Stadium.

(b) After Landlord receives any General Scope of Development (or Plans and Specifications containing the site plan and elevations comprising the General Scope of Development), Landlord shall have ten (10) Business Days in which to Notify Tenant of its approval or disapproval of the General Scope of Development, subject to Section 9.8.2(a) above. Any disapproval Notice provided by Landlord shall set forth in reasonable detail the nature and extent of Landlord's objection(s) and the corrective actions desired by Landlord with respect thereto. If Landlord does not give such Notice within such 10-Business Day period, then Tenant shall resubmit the Plans and Specifications to Landlord with a cover sheet in capitalized, boldfaced type in at least 14-point font stating: "**THIS IS A RE-SUBMITTAL. FAILURE TO RESPOND WITHIN TWO (2) BUSINESS DAYS OF RECEIPT WILL CAUSE THE SUBMITTAL WITHIN TO BE DEEMED APPROVED.**" If Landlord fails timely to respond to any such re-submittal, Landlord shall thereby have approved the General Scope of Development as submitted and waived any right to object to (i) the General Scope of Development delivered to Landlord; or (ii) any Construction performed substantially in compliance with such General Scope of Development, as amended, modified, or further developed in the ordinary course, provided that Landlord will in no event be deemed to approve any submittal that violates applicable Laws or the terms of the Sports Arena Agreements. Any subsequent changes to the plans and specifications for such subsequent Major Construction that materially change the approved General Scope of Development therefor shall be handled in the manner provided in Section 9.3 above. Neither the retention of any General Scope of Development or plans and specifications nor any other action Landlord takes regarding same shall constitute an opinion or representation on their compliance with Law or sufficiency for the applicable Construction contemplated.

9.9 **Selection of Contractors.** Tenant has the exclusive right, in its sole discretion to select third-party providers of goods and services and to enter into (directly or through customary construction manager, architect, design-build and/or development management agreements) all third-party contracts relating to the design, development and construction of the Stadium Project.

9.10 **Surety Bond**.

9.10.1 **Delivery Requirement**. To the extent required pursuant to Section 9.8.1 above, Tenant shall give Landlord a Surety Bond with respect to the Construction Contract for the applicable Major Construction with a penal sum that is not less than the Bonded Construction Costs (as hereinafter defined) for such Construction Contract; provided, however, that Tenant's obligations hereunder shall be deemed satisfied so long as the sum of the penal sums of all Surety Bonds that Tenant provides to Landlord equals one hundred percent (100%) of the total Bonded Construction Costs for such Major Construction; and provided, further, that Tenant's obligation to deliver a Surety Bond shall not apply to (i) Builders that are not Tenant's primary general contractor to the extent that the aggregate value of such Builders' Construction Contracts do not exceed one percent (1%) of the total cost of such Major Construction, and (ii) any Construction Contract the aggregate payments under which do not exceed One Hundred Thousand Dollars ($100,000).

9.10.2 **Surety Bond Defined**. As used herein, the terms:

(i) "**Surety Bond**" means any surety company payment and performance bond that is: (A)(1) in the form attached hereto as **Exhibit M**; or (2) in form and substance reasonably satisfactory to Landlord; and (b) issued for the account of any Builder by a surety company licensed in the State, guaranteeing to Landlord (and to such other Persons as Tenant shall

determine appropriate), through an additional obligee rider, dual obligee rider or other documentation reasonably acceptable to Landlord, such Builder's completion of the work to be performed by such Builder under and in accordance with such Builder's Construction Contract for the applicable Major Construction, fully paid and free and clear of all liens, encumbrances, security interests, and other charges arising out of such Construction Contract; and

(ii) "**Bonded Construction Costs**" means, with respect to any Construction Contract for which any Surety Bond is required, an amount equal to one of the following:

(A) if such Construction Contract is for a fixed price, then the amount of such fixed price as of the date of execution of such Construction Contract;

(B) if such Construction Contact is on a cost plus fee basis subject to a guaranteed maximum price, then the guaranteed maximum price as of the date of execution of such Construction Contract; and

(C) if such Construction Contract is on a cost plus fee basis not subject to a guaranteed maximum price, then the estimated cost to Tenant of such Construction Contract as of the date of execution of such Construction Contract (as estimated by Tenant's construction manager and reasonably approved by Senior Leasehold Mortgagee and Landlord).

9.11 **Insurance During Major Construction**. In addition to the insurance requirements contained in Section 14 below, before Tenant commences (and at all times during) any Major Construction:

9.11.1 **Builder's Risk Insurance**. Tenant shall at its expense procure and maintain, all in compliance with the general requirements of this Lease regarding insurance, "all risk" builder's risk insurance on a completed value (nonreporting) basis, in an amount sufficient to prevent coinsurance, but in any event not less than 100% of replacement value including cost of debris removal as well as incidental damages, including rental obligations, rental interruption or rental loss (as applicable), and with "ordinance or law" coverage, but excluding foundation and excavations, naming Landlord and Tenant, as their interests may appear. Such insurance shall also: (a) state that "permission is granted to complete and occupy"; (b) cover, for replacement value, all materials and equipment on or about any offsite storage location intended for use for the Premises and while in transit; and (c) provide for a deductible not to exceed $100,000, provided that the amount of the allowed deductible shall be reviewed periodically in response to insurance market conditions.

9.11.2 **Contractor's Insurance**. Tenant shall cause each Builder and Tenant's Architect to procure and maintain the insurance policies set forth on **Schedule 1** attached hereto in accordance with the requirements set forth on Schedule 1, subject to the terms of Section 9.8.1(iii) hereof.

9.12 **Completion**. Following completion of any Major Construction, Tenant shall provide Landlord with the following: (i) a temporary or final certificate of occupancy or its equivalent within thirty (30) days following Tenant's receipt of same; (ii) an ALTA survey of the Premises showing the Major Construction as-built, certified to Landlord by a licensed surveyor within six (6) months following completion; and (iii) two complete sets of "as-built" plans and specifications for such Major Construction within six (6) months following completion.

10. PROHIBITED LIENS.

10.1 **Covenant**. If a Prohibited Lien is filed, then the Party that is responsible for a Prohibited Lien hereunder (the "**constructing Party**") shall, within thirty (30) days after receiving Notice of such filing from the other Party or otherwise or such longer period as may be approved by the Commission and the District in the Tenant NDA (but in any case within fifteen (15) days after receipt of Notice of commencement of any foreclosure proceedings), commence appropriate action to cause such Prohibited Lien to be paid, discharged, bonded, or cleared from title. The constructing Party shall thereafter prosecute such action with reasonable diligence and continuity. If Landlord receives notice of any such filing (other than from Tenant), then Landlord shall promptly Notify Tenant; and if Tenant receives notice of any such filing (other than from Landlord), then Tenant shall promptly Notify Landlord. Nothing in this Lease shall be construed to: (a) limit Tenant's right to contest any Prohibited Lien, subject to Section 13.1 hereof; or (b) obligate the non-constructing Party regarding any lien that results from any act or omission by the constructing Party, its agents, employees, contractors, consultants or vendors. The constructing Party shall Indemnify the non-constructing Party against all Prohibited Liens related to any Construction undertaken by or on behalf of the constructing Party, its agents, employees, contractors, consultants or vendors or anyone claiming by, through or under them.

10.2 **Protection of Landlord**. NOTICE IS HEREBY GIVEN THAT LANDLORD SHALL NOT BE LIABLE FOR ANY LABOR OR MATERIALS FURNISHED OR TO BE FURNISHED TO TENANT UPON CREDIT, AND THAT NO MECHANIC'S OR OTHER LIEN FOR ANY SUCH LABOR OR MATERIALS SHALL ATTACH TO OR AFFECT THE LANDLORD'S ESTATE. WITHOUT LIMITING OR MODIFYING ANY OTHER TERM OR PROVISION OF THIS LEASE, NOTHING IN THIS LEASE SHALL BE DEEMED OR CONSTRUED IN ANY WAY TO CONSTITUTE LANDLORD'S CONSENT OR REQUEST, EXPRESS OR IMPLIED, BY INFERENCE OR OTHERWISE, TO ANY CONTRACTOR, SUBCONTRACTOR, LABORER, EQUIPMENT OR MATERIAL SUPPLIER FOR THE PERFORMANCE OF ANY LABOR OR THE FURNISHING OF ANY MATERIALS OR EQUIPMENT FOR ANY CONSTRUCTION, NOR AS GIVING TENANT ANY RIGHT, POWER OR AUTHORITY TO CONTRACT FOR, OR PERMIT THE RENDERING OF, ANY SERVICES, OR THE FURNISHING OF ANY MATERIALS THAT WOULD GIVE RISE TO THE FILING OF ANY LIENS AGAINST THE LANDLORD'S ESTATE.

11. HAZARDOUS SUBSTANCES.

11.1 **Restrictions**. Tenant shall not cause or permit or suffer to occur on, under or at the Premises during the Term: (a) any violation of any Environmental Law (as hereinafter defined); or (b) the use, generation, release, manufacture, refining, production, processing, storage, or disposal of any Hazardous Substance (as hereinafter defined), or transportation to or from the Premises of any Hazardous Substance, unless both (i) reasonably necessary and customary to operate and maintain the Premises for uses this Lease permits, and (ii) in compliance with all Environmental Laws. For example, the Handling of Hazardous Substances consisting of fuel of any kind used to power Stadium vehicles, machinery or equipment or to chill air conditioning equipment, materials in light bulbs or signs, office supplies, cleaning supplies, paint, lawn fertilizer, etc. will be allowed hereunder provided Tenant Handles such Hazardous Substances in a safe and lawful manner in compliance with all Environmental Laws.

11.2 **Compliance; Clean-Up**. From and after the Delivery Date and subject to Tenant's right to contest hereunder, subject to Section 13.1 hereof, Tenant shall, at Tenant's sole cost and expense:

(a) comply with Environmental Law with respect to any Hazardous Substances brought or allowed to be brought onto the Premises by Tenant or anyone claiming through Tenant after the Delivery Date ("**Tenant Generated Hazardous Substances**") and, to the extent Environmental Law requires,

clean-up any Hazardous Substance Discharge (as hereinafter defined) in violation of any Environmental Laws on, at, or under the Premises, solely with respect to any Tenant Generated Hazardous Substances, and expressly excluding the following (the "**Tenant Exclusions**") (i) any Hazardous Substances or Hazardous Substances Discharges caused by Landlord or anyone claiming by, through or under Landlord (provided that this clause (i) shall not pertain to Hazardous Substances or Hazardous Substances Discharges caused by Landlord or anyone claiming by, through or under Landlord while on the Premises pursuant to a Landlord Ancillary Agreement without limiting Landlord's obligations thereunder), and (ii) Hazardous Substances or Hazardous Substances Discharges that constitute New Conditions hereunder;

(b) make all submissions to, deliver all information required by, and otherwise fully comply with all requirements of any Governmental Authority under Environmental Laws with respect to Tenant Generated Hazardous Substances;

(c) if any Governmental Authority requires any clean-up plan or clean-up because of a Hazardous Substances Discharge resulting from any Tenant Generated Hazardous Substances (and expressly excluding any Hazardous Substances or Hazardous Substances Discharges covered by the Tenant Exclusions), Tenant will prepare and submit the required plans and all related bonds and other financial assurances, and promptly and diligently carry out all such clean-up plans;

(d) Indemnify Landlord against any Claims related to Hazardous Substances Discharge or violations of Environmental Law respecting or arising in connection with the Premises, in each case resulting solely from any Tenant Generated Hazardous Substances (and expressly excluding any Hazardous Substances or Hazardous Substances Discharges covered by the Tenant Exclusions), including all matters described in clauses (a) through (c) above; and

(e) subject to the terms of Section 22.2 hereof, allow Landlord and its designees to inspect the Premises (in such manner as they reasonably require, excluding any intrusive testing) to determine the status of any matters described in this Section 11.2.

Landlord in its capacity as Landlord under this Lease shall not have any obligation, responsibility or liability whatsoever to Tenant with respect to the compliance of the Premises with Environmental Law or the existence of any Hazardous Substances related in any way to the Premises, except as otherwise expressly provided in this Lease. Any Party's obligations under this Section 11.2 shall not limit such Party's rights against third parties. No Leasehold Mortgagee shall be subject to any obligation to Indemnify Landlord for any act, error or omission of Tenant or any other Person with respect to any of the matters referred to in this Article 11.

11.3 **Environmental Law, Hazardous Substance and Hazardous Substance Discharge Defined**.

11.3.1 Environmental Law. As used herein, the term "**Environmental Law**" means any and all applicable Laws relating to (a) pollution or protection or regulation of the ambient air, surface water, and groundwater (including potable water, navigable water and wetlands), the land surface or subsurface strata, flora and fauna, or natural resources, (b) the presence, clean-up, control, disposal, generation, storage, release (threatened or actual), transportation, or use of, or liability or standards of conduct concerning, Hazardous Substances, or (c) human health or safety or occupational safety or health.

11.3.2 Hazardous Substances. As used herein, the term "**Hazardous Substances**" includes flammable substances, explosives, radioactive materials, asbestos, asbestos-containing materials, polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, medical wastes, toxic substances or related materials, petroleum and

petroleum products, and any "hazardous" or "toxic" material, substance or waste that is defined by those or similar terms or is regulated as such under any Law, including any material, substance or waste that is: (i) defined as a "hazardous substance" under Section 311 of the Water Pollution Control Act (33 U.S.C. § 1317), as amended; (ii) defined as a "hazardous waste" under Section 1004 of The Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901, et seq., as amended; (iii) defined as a "hazardous substance" or "hazardous waste" under Section 101 of The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Reauthorization Act of 1986, 42 U.S.C. § 9601 et seq. or any so-called "superfund" or "superlien" law, including the judicial interpretations thereof; (iv) defined as a "pollutant" or "contaminant" under 42 U.S.C. § 9601(33); (v) defined as "hazardous waste" under 40 C.F.R. Part 260; (vi) defined as a "hazardous chemical" under 29 C.F.R. Part 1910; or (vii) subject to any other Law regulating, relating to or imposing obligations, liability or standards of conduct concerning protection of human health, plant life, animal life, natural resources, property or the enjoyment of life or property free from the presence in the environment of any solid, liquid, gas, odor or any form of energy from whatever source.

11.3.3 Hazardous Substances Discharge. As used herein, the term "**Hazardous Substances Discharge**" means any deposit, discharge, generation, release, or spill of Hazardous Substances that occurs or occurred at or from the Premises, or that arises at any time from the use, occupancy, or operation of the Premises or any activities conducted therein, or resulting from seepage, leakage, or other transmission of Hazardous Substances from other real property to the Land, whether or not caused by a Party to this Lease and whether occurring before or after the Commencement Date.

12. INDEMNIFICATION; LIABILITY OF LANDLORD.

12.1 **Tenant Obligations**.

12.1.1 **Indemnity**. Subject to the terms of this Lease, including Section 31.11 hereof, from and after the Delivery Date through the Expiration Date (or for so long as Tenant remains in possession of any part of the Premises after the Expiration Date), Tenant shall Indemnify Landlord, its partners, members, shareholders, officers, directors, trustees, employees and agents against any Claims arising out of, in connection with or resulting from: (a) any wrongful act, wrongful omission (where Tenant is under an affirmative legal duty to act), or negligence of Tenant (and anyone claiming by or through Tenant) or its or their partners, members, directors, officers, employees, agents and contractors; (b) any violation, breach or misrepresentation of any warranty or representation made by Tenant herein; (c) any contest initiated by Tenant; (d) Tenant's use, occupancy, management, operation, and possession of the Premises; (e) any Construction and any agreements that Tenant (or anyone claiming through Tenant) makes for any Construction; (f) the condition of the Premises from and after the Delivery Date; (g) any accident, injury or damage whatsoever caused to any person in or on the Premises, and (h) any default by Tenant under this Lease. In accordance with Section 31.11 hereof, the foregoing Indemnity will not be deemed to be made by the Stadium Operator for the benefit of the Coliseum Operator in its capacity as such and will not apply with respect to any Claims related to the Coliseum Site that are suffered or incurred by Coliseum Operator as a result of any act or omission of the Stadium Operator or any party claiming by through or under Stadium Operator with respect to the Premises. The foregoing indemnity provided with respect to the matters in subsection (a) and subsections (c) - (g) hereof both inclusive shall inure to the benefit of the landlord under the USC Lease (the "**USC Landlord Indemnitee**") for and with respect to the period such party is the landlord under the USC Lease, excluding (i) any Claims resulting from the negligence or willful misconduct of any USC Landlord Indemnitee or any party claiming by, through our under a USC Landlord Indemnitee, or (ii) any of the exclusions from such indemnification obligation provided in Section 12.1.2 below.

12.1.2 **Exclusions**. Anything in this Lease to the contrary notwithstanding, the indemnity in Section 12.1.1 above shall not apply to the extent such Claims: (i) result from or arise out of or in connection with (A) any condition or matter caused by Landlord's failure to comply with its obligations under this Lease, (B) the negligence or willful misconduct of Landlord or any member of Landlord's Group, (C) any matters or obligations included as part of Landlord's Existing Obligations, including (i) the use, occupancy, management, operation, and possession of the Premises by Landlord prior to the Delivery Date, (ii) any New Condition on the Premises, (iii) any accident, injury or damage whatsoever caused to any person in or on the Premises prior to the Delivery Date and (iv) any contest initiated by Landlord prior to the Delivery Date (D) any Construction and any agreements that Landlord (or any member of Landlord's Group) makes for any Construction with respect to the Premises, or (E) any matter covered by any provision of this Lease that provides any express waiver or release by Landlord of Tenant or any express acknowledgment by Landlord of non-liability or non-responsibility on the part of Tenant; or (ii) to the extent same are covered by any insurance policy maintained by Landlord or Tenant hereunder (or would have been covered had such insurance been maintained as required under this Lease).

12.2 **Landlord Obligations**.

12.2.1 **Indemnity**. Subject to the terms of this Lease, including Section 31.11 hereof, from and after the Execution Date, Landlord shall Indemnify Tenant, its partners, members, shareholders, officers, directors, trustees, employees and agents against any Claims arising out of, in connection with or resulting from: (a) any wrongful act, wrongful omission (where Landlord is under an affirmative legal duty to act), or negligence of Landlord (and anyone claiming by or through Landlord) or its or their partners, members, directors, officers, employees, agents and contractors; (b) any violation, breach or misrepresentation of any warranty or representation made by Landlord herein; (c) Landlord's use, occupancy, management, operation, and possession of the Premises prior to the Delivery Date, including (i) any New Condition on the Premises, (ii) any accident, injury or damage whatsoever caused to any person in or on the Premises prior to the Delivery Date and (iii) any contest initiated by Landlord prior to the Delivery Date, (d) without expanding any rights of Landlord under this Lease with respect to the Premises, any Landlord Construction activities and any agreements that Landlord makes for any Construction on the Premises, and (e) any default by Landlord under this Lease. In accordance with Section 31.11 hereof, the foregoing Indemnity will not be deemed to be made by the Coliseum Operator for the benefit of the Stadium Operator in its capacity as such and will not apply with respect to any Claims related to the Premises that are suffered or incurred by Stadium Operator as a result of any act or omission of the Coliseum Operator or any party claiming by through or under Coliseum Operator with respect to the Coliseum Site.

12.2.2 **Exclusions**. Anything in this Lease to the contrary notwithstanding, the indemnity in Section 12.2.1 above shall not apply to the extent such Claims: (i) result from or arise out of or in connection with (A) any condition or matter caused by Tenant's failure to comply with its obligations under this Lease, (B) the negligence or willful misconduct of Tenant or anyone claiming through Tenant (excluding Landlord or any member of Landlord's Group), or (C) any matter covered by any provision of this Lease that provides any express waiver or release by Tenant of Landlord or any express acknowledgement by Tenant of non-liability or non-responsibility on the part of Landlord; or (ii) to the extent same are covered by any insurance policy maintained by Landlord or Tenant hereunder (or would have been covered had such insurance been maintained as required under this Lease).

12.3 **Environmental Exclusion**. This Article 12 does not apply to any obligations relating to Hazardous Substances, Environmental Laws and Hazardous Substances Discharges which are covered separately in Article 11. In addition and without limiting or modifying a Leasehold Mortgagee's rights hereunder, no Leasehold Mortgagee shall be subject to any obligation to

Indemnify Landlord for any act, error or omission of Tenant or any other Person with respect to any of the matters referred to in this Article 12, provided that, notwithstanding the foregoing, the foregoing shall not limit (a) Landlord's right to exercise any remedies otherwise available to Landlord because of a Tenant breach or default occurring prior to the date a Leasehold Mortgagee succeeded to the Leasehold Interest, provided that Landlord had given a Default Notice to such Leasehold Mortgagee with respect to such breach or default, or (b) Leasehold Mortgagee's, or any other foreclosure Transferee's, liability as successor tenant hereunder to cure any Tenant default or breach of a continuing nature (such as repair and maintenance and compliance with law obligations). Notwithstanding the foregoing, Landlord acknowledges that Leasehold Mortgagee will not have any obligation hereunder to cure a Tenant Specific Default.

12.4 **Indemnification Procedures**. Wherever this Lease requires any Indemnitor to Indemnify any Indemnitee:

12.4.1 **Prompt Notice**. If Indemnitee is a Party hereto, Indemnitee shall as promptly as reasonably practicable Notify Indemnitor of any Claim following the date Indemnitee obtains actual knowledge thereof. To the extent, and only to the extent, that such an Indemnitee's failure to give or delay in giving such Notice materially prejudices Indemnitor, then Indemnitor shall be entitled to claim that as a mitigating factor to its obligation to Indemnify hereunder but the Indemnitor shall not be automatically relieved of its Indemnity obligations for such Claim.

12.4.2 **Selection of Counsel**. Indemnitor shall select counsel reasonably acceptable to Indemnitee. Counsel to Indemnitor's insurance carrier shall be deemed satisfactory. Even though Indemnitor shall defend the action, Indemnitee may, at its option and its own expense, engage separate counsel to advise it regarding the claim and its defense. Such counsel may attend all proceedings and meetings. Indemnitor's counsel shall actively consult with Indemnitee's counsel. Indemnitor and its counsel shall, however, fully control the defense.

12.4.3 **Cooperation**. If Indemnitee is a Party hereto, Indemnitee shall, upon request, reasonably cooperate with Indemnitor's defense and, in connection therewith, Indemnitor shall reimburse Indemnitee for its actual reasonable out-of-pocket costs and expenses, including reasonable attorneys' fees, court costs and litigation expenses in providing such cooperation.

12.4.4 **Settlement**. Indemnitor may, with Indemnitee's consent, not to be unreasonably withheld, settle the claim. Indemnitee's consent shall not be required for any settlement by which: (i) Indemnitor procures (by payment, settlement, or otherwise) a release of Indemnitee by which Indemnitee need not make any payment to the claimant; (ii) neither Indemnitee nor Indemnitor on behalf of Indemnitee admits liability; (iii) the continued effectiveness of this Lease is not jeopardized in any way; and (iv) Indemnitee's interest in the Premises is not jeopardized in any way.

12.4.5 **Insurance Proceeds**. Indemnitor's obligations shall be reduced by net insurance proceeds Indemnitee actually receives for the matter giving rise to indemnification.

13. RIGHT OF CONTEST.

13.1 **Tenant's Right**. Tenant shall have the exclusive right to defer, dispute, contest or challenge (collectively, "**contest**") any Law (including the terms, extent, validity or effect thereof, any alleged violation or enforcement thereof, and any fines, penalties or interest related thereto), Approval, matter related to Construction (including any construction contract and the payment to or performance by any contractor or consultant), Prohibited Lien, Real Estate Taxes or any other matter, tax, fee, cost, expense, payment, obligation, liability, charge, imposition, or assessment of any kind related to the

Premises or any Improvements or any of the uses permitted under this Lease or any contracts or agreements related to any of the foregoing. Any contest shall be pursued, at Tenant's sole cost and expense, by any legal means deemed necessary or appropriate by Tenant, conducted in good faith and reasonable diligence. Without limiting or modifying the foregoing or any other terms of this Lease providing Tenant with a right to contest, Tenant's right to contest will include: the amount or validity of any Real Estate Taxes or Prohibited Lien; the valuation, assessment, or reassessment (whether proposed, phased, or final) of the Premises for Real Estate Taxes; the validity of any Law or its application to Tenant or the Premises; the terms or conditions of, or requirements for, any Approval; or the validity or merit of any obligation which this Lease obligates Tenant to perform to any third party (for example, any obligation to pay amounts to any Builder, contractor, consultant or vendor. Any such contest by Tenant (i) shall not subject Landlord to any criminal prosecution, (ii) shall be pursued at no out-of-pocket cost or expense to Landlord, (iii) shall not subject Landlord's Estate (or any superior estate) to imminent (i.e. within 30 days) forfeiture, and (iv) if such contest is unsuccessful or clauses (i) or (iii) above are applicable, then Tenant will promptly pay, perform, satisfy or comply with the applicable contested matter, as the case may require, plus penalties and interest, if applicable. Anything in this Lease to the contrary notwithstanding, if Tenant is contesting any matter in accordance with the terms of this Section 13.1, then no default will be deemed to have occurred and any Default Notice delivered hereunder with respect to the applicable obligation that Tenant is alleged to have failed to pay, perform or observe shall be deferred and shall not be effective until Tenant fails to comply with the terms of this Section 13.1 or any other applicable terms of this Lease related to any contest by Tenant.

13.2 **Landlord Obligations and Protections**. Landlord need not join in any Tenant's contest unless such contest must be initiated or prosecuted in Landlord's name. In such case, Landlord shall cooperate, as Tenant reasonably requests, to permit the contest to be prosecuted in Landlord's name. Landlord shall give Tenant any non-confidential documents, deliveries, and information in Landlord's control and reasonably necessary for Tenant to prosecute its contest. As used herein, "**non-confidential**" shall mean and refer to documents and materials other than those that Landlord treats in all respects as confidential, which are not available to the public, are not in the public domain, and are not otherwise disclosed generally to the public in any manner, absent any mandatory legal disclosure obligation under Law or pursuant to court order. Landlord shall otherwise assist Tenant in such contest as Tenant reasonably requires. Tenant shall pay all reasonable third party out-of-pocket costs and expenses, including reasonable attorneys' fees and litigation expenses. Tenant shall, at Landlord's request, advance (when Landlord incurs them) such reasonable third party out-of-pocket costs and expenses that Landlord incurs or reasonably anticipates incurring, for Tenant's contest and Landlord's assistance with such contest.

14. INSURANCE.

14.1 **Tenant Insurance**. In addition to any requirements under Section 9.11 hereof, Tenant shall, at its sole cost and expense, during the Term (from and after the Delivery Date, except where expressly otherwise noted below), keep and maintain (or, with respect to the insurance described in clause 14.1.7 below, cause to be kept and maintained by the security company engaged by Tenant) in full force and effect a policy or policies containing the following types of coverage, deductibles, limits and other terms:

14.1.1 Property Insurance;

14.1.2 Commercial General Liability insurance on an ISO Form No. CG 00 01 or its equivalent for not less than $1,000,000 covering Bodily Injury and Property Damage, including premises-operations liability, owner's protective liability for all contractor's and subcontractors' operations,

products/completed operation, and contractual liability (referring to the indemnity provisions of the applicable contract(s)), with no exclusion for spectator liability;

14.1.3 Workers' compensation and disability benefits insurance with limits in compliance with Law;

14.1.4 Employer's liability insurance:

(i) bodily injury by accident of not less than One Million Dollars ($1,000,000) each accident; and

(ii) bodily injury by disease of not less than One Million Dollars ($1,000,000) each employee and One Million Dollars ($1,000,000) each policy limit;

14.1.5 Automobile liability insurance for all owned, non-owned, leased, rented, and/or hired vehicles, providing coverage with a limit of at least $1,000,000 per occurrence covering Bodily Injury and Property Damage;

14.1.6 Pollution liability insurance for third party liability, first party remediation costs, and first party emergency response coverage with limits of no less than $5,000,000 per claim or incident;

14.1.7 Prior to opening any part of the Premises for the conduct of business, Security Officers Professional Liability Insurance of not less than One Million Dollars ($1,000,000) with umbrella/excess coverage liability insurance of not less than Ten Million Dollars ($10,000,000) per occurrence and in the aggregate;

14.1.8 Prior to opening any part of the Premises for the conduct of business, Liquor Liability Insurance of not less than One Million Dollars ($1,000,000); and

14.1.9 Umbrella/excess coverage liability insurance of not less than Fifty Million Dollars ($50,000,000) per occurrence and in the aggregate in excess of each of the coverages described in clauses 14.1.2, 14.1.4, 14.1.5, and 14.1.8 above.

14.2 **Landlord Insurance**. Without limiting Landlord's obligations under Section 7.3 hereof**,** at all times during the Term, Landlord shall, at its sole cost and expense, maintain Commercial General Liability insurance on an ISO Form No. CG 00 01 or its equivalent of not less than Five Million Dollars ($5,000,000) per occurrence and in the aggregate covering Bodily Injury and Property Damage, including contractual liability coverage (referring to the indemnity provisions of this Lease). Landlord may provide such Liability Insurance coverage by a plan of self-insurance or with insurance that includes a self-insured retention. Notwithstanding anything to the contrary contained herein, Landlord acknowledges that (i) nothing contained in this Section 14.2 will limit Landlord's indemnification obligations under this Lease, and (ii) if Landlord self-insures any risk hereunder, whether pursuant to any plan of self-insurance, self-insured retention or deductible amount under any policy, then Landlord shall be responsible for payment of the amount of any such self-insured Claims arising during the Term that would have been covered by an insurance company if Landlord had maintained the coverage required hereunder for such self-insured amounts.

14.3 **Nature of Insurance Program**. All insurance policies this Lease requires shall be issued by carriers that: (a) have a policyholders' rating of "A- / VIII" or better, based on the latest rating publication of Property and Casualty Insurers by A.M. Best Company (or its equivalent if such

publication ceases to be published); and (b) are lawfully doing business in the State**.** A Party may provide any insurance under a "blanket" or "umbrella" insurance policy, provided that (i) such policy or a certificate of such policy shall specify the amount(s) of the total insurance allocated to the Premises, which amount(s) shall equal or exceed the amount(s) required by this Lease or, as applicable under Section 2.4 hereof in the case of Landlord, the USC Lease, and shall not be reduced for claims made for other properties; and (ii) such policy otherwise complies with this Lease. All coverage should be on an occurrence (and not claims made) basis.

14.4 **Policy Requirements and Endorsements**. All insurance policies this Lease requires shall contain (by endorsement or otherwise) the following provisions:

14.4.1 **Insureds**. Tenant's Liability Insurance policies (other than worker's compensation policies) shall name Landlord's Additional Insured Parties as "additional insureds" and all Mortgagees this Lease allows as "additional insureds" (and, with respect to the Security Officers Professional Liability Insurance, shall name Tenant as an "additional insured") on a primary and non-contributory basis. Notwithstanding anything to the contrary in this Lease or any Sports Arena Agreements, but subject in all events to the rights of any Leasehold Mortgagee, all Property Insurance Proceeds shall be paid and applied as this Lease provides. As used herein, the term "**Additional Insured Parties**", in the case of (i) Landlord shall mean, collectively, Landlord, the Commission, the District and their respective officers, directors, shareholders, members, partners, trustees, agents and employees, and (ii) Tenant shall mean, collectively, Tenant, its Affiliates, the Club, MLS and its Affiliates, and any Leasehold Mortgagee or other lender and their respective officers, directors, shareholders, members, partners, trustees, agents and employees, and shall include in each case such other Persons having an insurable interest in the Premises as either Party may reasonably request in writing to the other, provided that such Persons are customary additional insured parties in the industry for comparable transactions and policies and will not cause the insuring Party an unreasonable increase in cost or extra premium expense.

14.4.2 **Notice of Cancellation**. Neither Party shall allow any insurance to be canceled or lapse. Each Party shall provide notice to the other Party in the event of cancellation, non-renewal or material reduction in any of the coverage required contained herein within two (2) Business Days of any such event. In addition, the Party that is the recipient of such notice shall provide the other Party with updated certificates of insurance demonstrating that all required insurance coverage is in full force and effect prior to the policy termination or cancellation date or the effective date of such material reduction in coverage, as the case may be.

14.5 **Deliveries**. On the Commencement Date, and no later than ten (10) days before any Liability Insurance or Property Insurance expires or is cancelled, each Party shall deliver (or cause to be delivered) to the other Party certificates of insurance evidencing such Party's maintenance of all Liability Insurance and Property Insurance this Lease requires, in each case providing coverage for at least one (1) year from the date delivered. In the event of any dispute regarding a Party's compliance with the insurance requirements of this Lease, the applicable Party may, at its option, obtain a certificate from a reputable insurance broker confirming such compliance. Such certificate shall be dispositive. All certificates of insurance provided by a Party shall be in form and substance reasonably satisfactory to the other Party, and at the request of Landlord, and to the extent available, certified copies of actual policies shall be provided to Landlord.

14.6 **Waiver of Certain Claims**. All Property Insurance and Liability Insurance this Lease requires a Party to maintain shall contain a Waiver of Subrogation in favor of the other Party, and each Party hereby releases the other Party and its respective Additional Insured Parties from any claims for loss or damage to property, whether or not caused by the negligence or fault of the other Party, which loss or damage is covered by valid and collectible insurance policies to the extent that such loss or damage is

recovered under such insurance policies (or which would have been covered under any such policy to the extent that such Party maintained the insurance required under this Lease).

14.7 **No Representation**. Neither Party makes any representation that the limits, scope, or forms of insurance coverage this Lease requires are adequate or sufficient.

15. LOSSES AND LOSS PROCEEDS.

15.1 **Prompt Notice**. If either Party becomes aware of any Casualty or actual, contemplated, or threatened Condemnation, then such Party shall Notify the other Party thereof as promptly as reasonably practicable following the date such Party has actual knowledge thereof.

15.2 **Casualty**.

15.2.1 **During Interim Term**. If any Casualty occurs after the Execution Date during the Interim Term, then (i) Landlord shall settle any insurance claim; (ii) in no event will Landlord terminate the USC Lease; and (iii) to the extent any Casualty creates a New Condition, then Landlord shall use all insurance proceeds available (and not applied by Landlord in restoration of the Premises), to reimburse Tenant for all New Condition Additional Costs paid or incurred by Tenant with respect to such New Condition (and to the extent insurance proceeds are not available because some or all of the amount in question falls within the deductible amount of the applicable insurance policy and Landlord has not expended such deductible amount in restoration of the Premises, then Landlord shall reimburse Tenant for one-half of the amount of such deductible not expended in restoration, in addition to any reimbursement payable to Tenant pursuant to the preceding portion of this clause (iii)); provided, however, nothing herein will limit or modify Landlord's obligations under Section 9.2.3 hereof. Notwithstanding the foregoing, if any Casualty, such as (without limitation) earthquake, sinkhole, terrorist incident, contamination by Hazardous Substances or act of God, affects or threatens to affect the Premises so as to materially and adversely affect the redevelopment or operation of the Premises for Tenant's intended use in in order for Tenant to achieve the Target Opening, including making such redevelopment unfeasible or materially economically disadvantageous due to adverse site conditions and increases in cost and time to ameliorate the impact of same, then Tenant may, at its election, terminate this Lease by giving Landlord written Notice thereof within ninety (90) days after the date of such Casualty, and Landlord shall retain all insurance proceeds received as a result of such Casualty.

15.2.2 **During the Term**.

(a) If any Casualty occurs after the Delivery Date, then no Rent shall abate. Tenant shall, except as otherwise provided in this Section 15.2.2, Restore with reasonable promptness, subject to any Loss Delays.

(b) As used in this Lease, the term "**Substantial Casualty**" means a Casualty where one or more of following conditions is present: (i) the Casualty renders twenty-five percent (25%) or more of the Premises not capable of being used or occupied; (ii) the Casualty renders the Stadium Building incapable of being used by the Club for its home games for one or more seasons; (iii) the time to complete the applicable Restoration would exceed eighteen (18) months based upon the reasonable determination and estimate of Tenant's consultant; (iv) the Casualty occurs within the last three (3) years of the then expiring Term and renders ten percent (10%) or more of the Premises not capable of being used or occupied; (v) any then existing Laws would prevent the Premises from being Restored to substantially the same bulk, and for substantially the same use(s), as before the Casualty; or (vi) the difference between (A) the estimated cost of Restoration, and (B) the amount of insurance proceeds available to Tenant under any insurance policy maintained by Tenant hereunder (or which would have been available had Tenant

maintained the insurance required hereunder), plus any deductible amount, exceeds the greater of (1) five percent (5%) of the Covered Amount, or (2) Ten Million Dollars ($10,000,000). As used herein, the "**Covered Amount**" shall mean the sum of all insurance proceeds available to Tenant in connection with such Casualty (or which would have been available had Tenant maintained the insurance required under this Lease), plus any deductible under Tenant's Property Insurance.

(c) If the Casualty is a Substantial Casualty, then Tenant may, by Notice to Landlord given within three (3) months after the Casualty, but only with Leasehold Mortgagee's Consent, elect a Casualty Termination effective ninety (90) days after such Notice. Except as otherwise provided below, upon any such Casualty Termination, subject to the rights of a Leasehold Mortgagee, Tenant shall assign and transfer to Landlord (subject to the rights of Landlord Mortgagee(s)) all of Tenant's rights to Property Insurance Proceeds Tenant received, or is entitled to receive, because of the Casualty.

(d) If, however, pursuant to Law, the Premises cannot be Restored to substantially the same bulk, and for substantially the same use(s), as before the Casualty, then upon any resulting Casualty Termination, then:

(i) upon the request of Landlord, Tenant shall (A) demolish all improvements on the Premises to grade, (B) remove all debris resulting from the Premises, (C) return the Premises to Landlord as vacant land free of improvements, free of significant excavations, and reasonably level, (D) pay all costs of the work required to comply with clauses (A) through (C) above (the "**Raze and Remove Costs**"), and (E) pay, discharge, or bond over all mechanics' liens and other claims arising from the work required to comply with clauses (A) through (C) above; and

(ii) Tenant shall be entitled to receive and retain (as a first priority claim to the Property Insurance Proceeds) a portion of the Property Insurance Proceeds equal to the sum of (A) the outstanding indebtedness due any Leasehold Mortgagee under a Leasehold Mortgage, plus (B) an amount equal to the Raze and Remove Costs.

Unless Tenant has validly elected a Casualty Termination: (a) this Lease shall not terminate; and (b) Tenant shall be solely responsible for negotiating and adjusting any Property Insurance Proceeds, subject however to the Senior Leasehold Mortgagee's loan documents.

15.3 **Total Condemnation and Substantial Condemnation**. If, on or after the Delivery Date, (i) a Total Taking occurs, then as of the Condemnation Effective Date the Expiration Date shall occur, this Lease shall terminate and the Parties shall apportion Rent through the Expiration Date, or (ii) a Substantial Condemnation occurs, then Tenant may, at its option elect to terminate this Lease by giving Landlord written Notice thereof, in which case as of the Condemnation Effective Date, the Expiration Date shall occur, this Lease shall terminate and the Parties shall apportion Rent through the Expiration Date. In the event this Lease is terminated pursuant to either clauses (i) or (ii) above, then any Condemnation Award shall be (A) paid to Depository (subject to the terms of any Leasehold Mortgage), and (B) allocated between the Parties (subject to the rights of their respective Mortgagees with respect to such parties allocable share thereof) and paid in the following order of priority without duplication, until exhausted:

(A) Costs and Expenses. First, each Party shall receive (subject to the rights of Leasehold Mortgagees) all Loss Collection Costs (as hereinafter defined) incurred by it. As used herein, the term "**Loss Collection Costs**" shall collectively mean all reasonable third party out-of-pocket costs and expenses paid or incurred by a Party in connection with or related to any Loss and any negotiation, proceeding or dispute related thereto and the determination, valuation and collection of a Loss Proceeds, including all: (a) appraisal or valuation costs; (b) reasonable

consultant's and attorney's fees; (c) litigation and court costs at any level; (d) expert witness costs and expenses; and (e) the cost of the Depositary. Loss Collection Costs will not include any dispute between the Parties related to the terms of this Section 15.

(B) Tenant's Initial Claim. Second, Tenant shall, subject to the rights of Leasehold Mortgagees, receive such portion of the Condemnation Award attributable to: (a) the unamortized cost of all Construction made or paid for by Tenant on or appurtenant to the Premises, including the loss of Tenant's rights, titles and interests in and to all Improvements, with such costs amortized on a straight-line basis over the Initial Term (with respect to Initial Term Construction) or over any Extension Term (with respect to Extension Term Construction); and (b) the loss of or inability to re-use any Stadium Equipment or FF&E.

(C) Leasehold Mortgagee Make-Whole. Third, to the extent that the amount received by Tenant pursuant to clause (B) above is insufficient to repay the outstanding balance due to Leasehold Mortgagee under the loan secured by its Leasehold Mortgage (the "**Loan**"), then Tenant shall receive such portion of the Condemnation Award attributable to the Market Value of the Leasehold Estate (as immediately prior to Condemnation) but only up to the amount necessary, together with the amount received by Tenant pursuant to clause (B) above, to repay the outstanding balance of the Loan.

(D) Landlord's Claim. Fourth, Landlord shall, subject to the rights of any Landlord Mortgagees, receive such portion of the Condemnation Award equal to the Market Value of Landlord's Estate (as immediately prior to Condemnation), up to the aggregate amount paid to Tenant pursuant to clauses (C) and (D) above.

(E) Tenant's Additional Claim. Fifth, Tenant shall receive such portion of the Condemnation Award attributable to Tenant's moving and relocation expenses and damages for business interruption for the loss of any or all of Tenant's businesses, including goodwill.

(F) Remainder of Estate Value. Sixth, each of Landlord and Tenant shall receive the remaining value of the Market Value of the Landlord's Estate or the Leasehold Estate, respectively, to the extent not previously received pursuant to the preceding clauses of this Section 15.3, equally on a dollar-for-dollar basis.

(G) Tenant's Other Compensable Damages. Seventh, Tenant shall receive any and all other compensable damages available to Tenant under all applicable Laws and not received by Tenant pursuant to the preceding clauses of this Section 15.3.

(H) Remainder. Landlord shall receive any portion of the Condemnation Award remaining after the distribution of the Condemnation Award as described in the foregoing seven clauses.

15.4 **Insubstantial Condemnation**. If an Insubstantial Condemnation occurs after the Execution Date and before the Delivery Date, then any Condemnation Award shall be paid to Landlord, except to the extent any Restoration is required in connection therewith, in which event Landlord shall either (i) perform such Restoration if and to the extent that it can be completed prior to the Delivery Date, or (ii) hold the portion of the Condemnation Award allocable to the cost of such Restoration in trust and deliver such funds to Tenant on the Delivery Date as a Delivery Requirement hereunder, in which case Tenant shall perform the applicable Restoration required after the Commencement Date. If an Insubstantial Condemnation occurs on or after the Delivery Date, then subject to the rights of any Leasehold Mortgagee, any Condemnation Award(s) shall be paid directly to Tenant, and whether or not

the Condemnation Award is adequate therefor, Tenant shall, at its expense, perform such Restoration as may be required in compliance with this Lease to the extent possible and subject to any Loss Delays, unless the affected area would be in an area that would be affected by Construction of the Initial Development, in which event, Tenant may apply such Condemnation Award to the costs of such Construction. After Tenant has completed and fully paid for Restoration, any remaining Condemnation Award remaining shall be retained by and belong to Tenant.

15.5 **Near End of Term**. If an Immaterial Loss or Insubstantial Condemnation occurs during the last three (3) years of the Term, then Tenant, upon ninety (90) days' prior Notice to Landlord, given at any time within ninety (90) days after Tenant has actual knowledge of the nature and extent of the Immaterial Loss or Insubstantial Condemnation, may (subject to Leasehold Mortgagee's rights) cancel or terminate this Lease. Upon such termination, the Rent shall be apportioned as of the date of termination, and Tenant need not Restore. In that event, subject to the rights of any Leasehold Mortgagee, the balance of the Condemnation Award, less any reasonable amounts expended by Tenant to the date of termination to safeguard, clear, or make emergency repairs to the Premises (the costs of which shall be reimbursed to Tenant from the Condemnation Award), shall belong to Landlord free of any claim by Tenant. If Tenant does not terminate this Lease pursuant to this Section 15.5, then subject to the rights of any Leasehold Mortgagee, the Condemnation Award shall be paid to Tenant or to Depository to hold, in either case, in accordance with and subject to the other terms of this Article 15.

15.6 **Temporary Condemnation**. If a Temporary Condemnation occurs, then Tenant (subject to the rights of Leasehold Mortgagees) shall receive the Condemnation Award (to the extent attributable to periods within the Term following the Delivery Date) and this Lease shall not be affected in any way. Landlord shall have no right to participate in any Temporary Condemnation proceedings occurring after the Delivery Date unless Tenant may not legally participate in such proceedings. In such case, Landlord shall participate in such proceedings in accordance with Tenant's instructions, all at Tenant's reasonable expense and using counsel selected, instructed, and paid by Tenant, subject to the rights of Senior Leasehold Mortgagee under its loan documents.

15.7 **Use of Loss Proceeds**. Subject to the other terms of this Article 15, Landlord assigns to Tenant (and its Leasehold Mortgagee(s)) the right to receive all Loss Proceeds paid for Casualties or Condemnations occurring after the Delivery Date. Except as otherwise provided in this Lease, all such Loss Proceeds shall be paid to Depository, to be disbursed by Depository, subject to the terms of Leasehold Mortgages and this Lease. If Landlord receives any such Loss Proceeds, Landlord shall promptly remit them to the appropriate Person in accordance with any Leasehold Mortgage as directed by Tenant or any Leasehold Mortgagee, otherwise Loss Proceeds will be delivered to the Depository. If a Loss is an Immaterial Loss, then (subject to the terms of the Leasehold Mortgage and the rights of the Leasehold Mortgagee) the Depository shall release all Loss Proceeds to Tenant, to be applied first to Restoration. If a Loss is not an Immaterial Loss or an Insubstantial Condemnation and this Lease is not terminated pursuant to Section 15.3 above, then subject to the rights of any Leasehold Mortgagee, Tenant shall have the right to use all Loss Proceeds for Restoration and the Depository shall retain the Loss Proceeds (to be held in trust pending completion of the Restoration as provided below) and pay them over to Tenant from time to time, upon the following terms, for Restoration:

(i) Depository shall first reimburse Landlord (except with respect to a Casualty described under Section 15.2.2) and Tenant (except with respect to a Casualty described under Section 15.2.1) from such Loss Proceeds for their respective Loss Collection Costs;

(ii) Depository shall release Loss Proceeds to Tenant from time to time as Restoration progresses in accordance with the procedures required by the Senior Leasehold Mortgagee. If no Leasehold Mortgage exists, then Depository shall disburse the Loss Proceeds

from time to time pursuant to normal and customary disbursement procedures consistent with this Lease, but excluding any requirement for a guaranty, bond, security, or other credit enhancement or credit support measures. Without limiting Tenant's obligations related to or right to contest Prohibited Liens under this Lease, if any Prohibited Liens are filed against the Premises with an aggregate value in excess of Two Hundred Fifty Thousand Dollars ($250,000.00), then Tenant shall not be entitled to receive any further installment of Loss Proceeds until Tenant has either satisfied such Prohibited Lien(s) or is contesting same in compliance with the terms of this Lease. When Tenant has completed and paid for Restoration, subject to the rights of Leasehold Mortgagees, Depository shall release to Tenant, and Tenant may retain any remaining Loss Proceeds. Except as otherwise provided in this Lease and without limiting or modifying any other terms hereof, if Loss Proceeds are insufficient to Restore, then Tenant shall nevertheless Restore at its expense. At any time that the Depository reasonably determines that cost of the remaining Restoration exceeds the remaining Loss Proceeds held by Depository, then Depository shall not release any Loss Proceeds until and unless Tenant has expended on such Restoration an amount equal to any such insufficiency.

15.8 **Payments for Landlord's Estate**. Landlord acknowledges and agrees that Leasehold Mortgagees shall have a first priority right with respect to all Loss Proceeds (i) that Tenant is entitled to hereunder prior to the Delivery Date, and (ii) available with respect to any Loss occurring on or after the Delivery Date, it being expressly understood and agreed that Loss Proceeds resulting from any Loss occurring on or after the Delivery Date shall under no circumstances be paid to Landlord or any Landlord Mortgagee unless (a) some other express provision of this Lease requires Tenant to pay or assign such proceeds (or any portion thereof) to Landlord (and such payment or assignment is consistent with the rights of Leasehold Mortgagees under this Lease, including the provisions regarding Leasehold Mortgages and Leasehold Mortgagees) and, in the case of payment to a Landlord Mortgagee, a Landlord Mortgage requires that such proceeds payable to Landlord be paid instead to Landlord Mortgagee; or (b) Tenant validly elects a Casualty Termination, except as otherwise expressly provided in this Article 15. Subject to the rights of any Leasehold Mortgagee, Landlord and Tenant direct any condemning authority to remit and disburse any Condemnation Awards paid in connection with a Condemnation occurring on or after the Delivery Date to Depository to be held and disbursed in accordance with this Lease.

15.9 **Continuation of Lease**. Without limiting or modifying any of the other terms of this Lease, including this Article 15, except as this Lease expressly provides, this Lease shall not terminate, be forfeited, or be affected in any other manner, and Tenant waives any right to quit or surrender the Premises or any part of the Premises or to abate in any way the Rent payable hereunder, because of any Loss or any resulting untenantability. Unless and until this Lease has been validly terminated, Tenant's obligations under this Lease, including the obligation to pay Rent, shall continue unabated.

16. LANDLORD'S TRANSFERS.

16.1 **Landlord's Right to Assign**.

16.1.1 **Right to Transfer; Requirements**. Following the completion of the Initial Development, Landlord may Transfer its interest in Landlord's Estate from time to time, provided that such assignment satisfies, complies with and/or does not violate, as the case may be, all of the following requirements:

(i) such Transfer is in compliance with the terms of the Sports Arena Agreements;

(ii) if any consent by the Commission or the District is required, Landlord shall furnish Tenant with written evidence of such consent;

(iii) such Transfer is in compliance with the terms of this Lease, including the terms of this Section 16.1 below;

(iv) such Transfer does not Adversely Affect Tenant or violate any of the other terms of Section 29 hereof;

(v) such Transfer and the rights of Landlord's transferee are subject to the terms of this Lease, including the provisions hereof regarding Leasehold Mortgages and Leasehold Mortgagees;

(vi) within five (5) Business Days after the earlier of (A) the effective date of such Transfer, or (B) the full execution of all of Landlord's Transfer Documents (as hereinafter defined), Landlord shall deliver copies of all fully executed Landlord's Transfer Documents to Tenant (excluding any financial information or other confidential or proprietary information that Landlord will represent and warrant to Tenant does not violate the terms of this Section 16.1.1) which shall be in the exact form of the execution copies thereof last delivered to Tenant as provided in Section 16.1.2 below;

(vii) if such Transfer is the grant, conveyance, or creation of a lien or security interest in, or other encumbrance or pledge of, Landlord's Estate (or Landlord's rights therein) as security for any loan or other obligation, then such Transfer must expressly comply with the terms of Section 17 hereof with respect to Landlord's Mortgages;

(viii) if such Transfer is a Transfer of all of Landlord's right, title and interest in Landlord's Estate, then Landlord's Transfer Documents must contain an express written assumption by the transferee thereof (to and for the benefit of Tenant) of all obligations and liabilities of Landlord under this Lease and the Stadium Project Documents; and

(ix) if the transferee of Landlord's Estate does not own the leasehold estate with respect to the Coliseum Site, and if Landlord continues to possess and occupy the Coliseum Site, Landlord shall enter into an agreement with Tenant that replicates Tenant's rights to the use of the Coliseum Site hereunder; and if Landlord also Transfers its interest in the Coliseum Site, Tenant shall receive documents in form and substance reasonably satisfactory to Tenant from the new owner of the subleasehold interest in the Coliseum Site and, if applicable, the Commission and the District, confirming Tenant's continued rights, for the duration of the Initial Term of this Lease, to the use of the Coliseum Site as provided in this Lease.

16.1.2 **Procedure**. Without limiting the terms of Section 16.1.1, at least sixty (60) days prior to the effective date of any Transfer, Landlord shall Notify Tenant of a proposed Transfer (with a copy to MLS and any Leasehold Mortgagee) and provide Tenant and such other parties with a copy of all proposed agreements, assignments, mortgages or other Transfer documents relating in any manner to Landlord's Transfer (collectively, "**Landlord's Transfer Documents**"), excluding any financial information or other confidential or proprietary information. If Tenant determines that the proposed Transfer, including any of the Landlord's Transfer Documents, satisfy, comply with and/or do not violate the requirements set forth in Section 16.1.1 above, then Tenant shall so Notify Landlord within thirty (30) days after Tenant receives the last of all Landlord's Transfer Documents. If Tenant fails to timely respond to Landlord within said 30-day period, and if Tenant fails to respond within five (5) days after a second Notice from Landlord which shall include a cover sheet in capitalized, boldfaced type in at least 14-point font stating: "**THIS IS A RE-SUBMITTAL. FAILURE TO RESPOND WITHIN FIVE (5) DAYS OF RECEIPT WILL CAUSE THE PROPOSED LANDLORD TRANSFER TO BE DEEMED APPROVED**," then Landlord's proposed Transfer will be deemed approved as submitted to

Tenant, provided, that Tenant will in no event be deemed to approve any Transfer that violates applicable Laws, will cause Landlord to be in violation of the terms of the Sports Arena Agreements or does not comply with all of the requirements set forth above in Section 16.1.1. Landlord shall provide Tenant with the final execution copies of all Landlord's Transfer Documents (excluding any financial information or other confidential or proprietary information) at least five (5) Business Days prior to execution thereof. If such execution copies contain any material changes from the Landlord's Transfer Documents initially delivered to Tenant, then Tenant's 30-day review period will recommence and the foregoing procedure will be repeated. If Tenant Notifies Landlord that any proposed Transfer does not, in Tenant's reasonable determination, satisfy, comply with and/or violates the requirements of Section 16.1.1, which Notice shall set forth in reasonable detail the nature and extent of such noncompliance or violation and the additional assurances that Tenant reasonably will require for such requirements to be fully satisfied, then Landlord may not effectuate such Transfer until the applicable noncompliance or violation is satisfied or cured and Tenant has received any such additional assurances in writing. In no event shall any Transfer by Landlord be recognized by Tenant or deemed valid or effective for purposes of this Lease if the requirements of this Section 16.1 are not satisfied by Landlord, and Landlord hereby Indemnifies Tenant against all Claims that Tenant may pay, suffer or incur with respect to any Transfer that does not comply with the terms of Section 16.1.1 above.

16.2 **Release of Landlord**. Upon any Transfer of all of Landlord's right, title and interest in Landlord's Estate that complies with the terms of Section 16.1 above, the transferor shall be automatically freed and relieved from all future obligations or liabilities first accruing after the effective date of such permitted transfer, but such Transfer shall not release the Transferor from any and all obligations and liabilities (on a joint, several and primary basis with the transferee) that accrued prior to the effective date of such Transfer which shall remain in effect until satisfied in full, provided that such release is further conditioned upon (i) the transferor Landlord delivering all Trust Funds then held by such transferor Landlord to transferee, and (ii) the transferee's delivery to Tenant of a written confirmation acknowledging (A) its receipt of any Trust Funds, and (B) its agreement to assume all of Landlord's past, present, and future obligations under this Lease, subject to the Nonrecourse Clause.

17. LANDLORD MORTGAGES.

This Lease and the Leasehold Estate shall be prior and superior to all Landlord Mortgages and the rights of all Landlord Mortgagees. In the event of any conflict or inconsistency between any of the terms, conditions, provisions and priorities contained in any Landlord Mortgage and the terms, conditions, provisions and priorities contained in this Lease, the terms, conditions, provisions and priorities contained in this Lease shall govern and control in all respects. Every Landlord Mortgage shall: (a) be, and state that it is, subject and subordinate to this Lease and each New Lease; (b) attach only to the Landlord's Estate; and (c) contain Landlord Mortgagee's (i) irrevocable consent and subordination to any and all documents or agreements affecting the Premises, and (ii) agreement to deliver to Tenant any further written assurance that Tenant or any Leasehold Mortgagee may request. A Foreclosure Event under any Leasehold Mortgage shall impair no estate or right under the Landlord's Estate or any Landlord Mortgage and shall transfer only the Leasehold Estate.

18. TENANT'S TRANSFERS.

18.1 **Transfers**.

18.1.1 **Lease Transfers**. Subject to the terms of Section 18.5 below, Tenant shall not effect or allow a Transfer without Landlord's prior written consent, which consent will not be unreasonably withheld, conditioned or delayed. A Transfer requiring Landlord's consent hereunder shall be referred to herein as "**Consent Transfer**. " Except as hereinafter expressly provided, in no event shall

any of the Permitted Transfers (as hereinafter defined) be deemed a Consent Transfer or require Landlord's consent in any manner or form whatsoever. As used herein, the terms "**Authorized Transfer**" will collectively mean any Consent Transfer (to which Landlord has approved or is deemed to approve hereunder) and/or any Permitted Transfer made by Tenant without Landlord's consent, in each case provided that (except in the case of a Permitted Transfer described in clause (iii) or clause (iv) of Section 18.5 below) Tenant delivers reasonable written evidence that such Transfer has been approved by MLS, if MLS approval is required (and if any Permitted Transfer, other than those described in clauses (iii) and (iv) of Section 18.5 below, does not require MLS approval, Tenant acknowledges and agrees that such Permitted Transfer, notwithstanding its inclusion in, and the lead-in to, Section 18.5 or any other provision of this Lease to the contrary, nonetheless shall require the consent of Landlord to constitute an Authorized Transfer), and "**Transferee**" will mean any transferee pursuant to an Authorized Transfer. Any Transferee of Tenant shall assume all obligations and liabilities of Tenant under this Lease. Tenant (or the applicable Transferee) shall pay all transfer and other taxes payable on account of any Authorized Transfer by Tenant. As used in this Article 18 and notwithstanding anything in Section 1.1.135 hereof to the contrary, the term "Transfer" shall mean the sale, assignment, encumbrance, pledge or other transfer or hypothecation of this Lease or the Leasehold Estate directly or indirectly, voluntarily or by operation of law, including a sublease of all or substantially all of the Premises for substantially the remainder of the Term, but excluding all Subleases.

18.1.2 **Notice**. Tenant shall Notify Landlord of (i) any proposed Consent Transfer at least forty-five (45) days prior to the desired effective date of such Consent Transfer, and (ii) any Permitted Transfer within thirty (30) days following the effective date of such Permitted Transfer. If Landlord does not consent to any proposed Consent Transfer, Landlord must Notify Tenant prior to the expiration of said 45-day period, which Notice shall include in reasonable detail the nature and extent of its refusal to consent, including the reasons therefor. If Landlord fails to Notify Tenant within said 45-day period, and if Landlord thereafter fails to respond within five (5) days after a second Notice from Tenant with respect to such proposed Consent Transfer which shall include a cover sheet in capitalized, boldfaced type in at least 14-point font stating: "**THIS IS A RE-SUBMITTAL. FAILURE TO RESPOND WITHIN FIVE (5) DAYS OF RECEIPT WILL CAUSE THE PROPOSED CONSENT TRANSFER TO BE DEEMED APPROVED**," then such Consent Transfer shall be deemed consented to by Landlord and constitute an Authorized Transfer hereunder, as submitted to Landlord, provided that, notwithstanding anything in the foregoing to the contrary, Landlord will in no event be deemed to approve any Consent Transfer that violates applicable Laws, will cause a violation of any of the terms of any of the Sports Arena Agreements or does not comply with all of the requirements set forth above in Section 18.1.1. No Transfer other than an Authorized Transfer shall have any validity or effect upon Landlord. No assignment of this Lease or the Leasehold Estate shall be effective or have any validity unless and until Landlord has received a copy of the fully executed assignment containing the transferee's agreement to assume all of the transferor's obligations and liabilities under this Lease. In no event shall Landlord be entitled to any compensation, consideration or profit of any kind or nature whatsoever with respect to the any Authorized Transfer, and any condition sought to be imposed by Landlord on Landlord's consent to any proposed Consent Transfer related to (A) payment of any compensation, consideration or profit of any kind, (B) any modifications to this Lease that would purport to (1) shorten the Term, (2) increase any Rent or other amounts payable by Tenant hereunder, (3) increase Tenant's obligations or liabilities, (4) limit or impair any of Tenant's rights or remedies, or (5) decrease Landlord's obligations or liabilities under this Lease or any other agreement between the Parties, or (C) any Modification to any other agreement, shall be deemed unreasonable.

18.1.3 **Release**. No Authorized Transfer shall relieve or release Tenant or any subsequent transferor from any obligations of Tenant under this Lease and Tenant and any subsequent transferor shall remain liable for the performance of all obligations of Tenant hereunder for the remainder of the Term (including Extension Terms, if any); provided, however, if the Transferee is (A) MLS, (B)

any other Person designated and approved by MLS to operate the Club, (C) any Leasehold Mortgagee, (D) a Post-Foreclosure Tenant, or (E) any other Transferee that satisfies the operating experience qualifications in Section 18.4 below and has a net worth of at least One Hundred Million Dollars ($100,000,000), then in any such event, Tenant and any subsequent transferor shall be automatically freed and relieved from all future obligations or liabilities first accruing after the effective date of such Authorized Transfer, but such Transfer shall not release the Transferor from any and all obligations and liabilities (on a joint, several and primary basis with the Transferee) that accrued prior to the effective date of such Authorized Transfer which shall remain in effect until satisfied in full.

18.2 **Transfer During Initial Development**. Notwithstanding anything to the contrary in this Lease, until the Initial Development is substantially complete, Landlord's approval over any Consent Transfer may be withheld in its sole and absolute discretion.

18.3 **Scope of Consent to a Transfer**. If Landlord approves or is deemed to have approved any Consent Transfer under this Article 18, such approval shall apply only to the specific transaction thereby authorized and shall not relieve Tenant from the requirement of obtaining the prior written consent of Landlord to any further Consent Transfer.

18.4 **Financial Capability and Experience of Transferee**. It will not be deemed unreasonable for Landlord to consider, in connection with any proposed Consent Transfer, whether the proposed Transferee has (i) sufficient and verifiable financial resources or commitments to meet its prospective obligations hereunder, including operating the Improvements then in place on the Premises as a going concern, and (ii) qualified personnel (whether employees or paid consultants) to operate the Improvements then in place on the Premises at a level comparable to the level at which Tenant operated the same and in accordance with this Lease; provided, however, any transferee approved by MLS shall be deemed to satisfy the foregoing qualifications.

18.5 **Permitted Transfers**. Notwithstanding anything to the contrary in this Lease, the following Transfers will not be deemed Consent Transfers hereunder and shall be permitted at any time during the Interim Term or the Term, in each case, without Landlord's consent (collectively, "**Permitted Transfer(s)**"):

(i) to any Affiliate of Tenant, or any Person Affiliated with Tenant's Affiliate, including (A) any subsequent Transfers between Affiliates (provided the transferee is an Affiliate of Tenant), (B) any sublease of all or substantially all of the Premises, the Improvements and/or Stadium Equipment, or (C) any Transfer of assets, property, accounts or revenue streams;

(ii) in connection with any Leasehold Mortgage(s), Equipment Liens, or Development Incentives, including all related loan, collateral and financing documents, assignments and statements, or as otherwise approved by any Leasehold Mortgagee;

(iii) pursuant to a Foreclosure Event;

(iv) by any Post-Foreclosure Tenant or New Tenant and their successors and assigns;

(v) of any Equity Interest by or in Tenant, any Tenant Affiliate or any Person Affiliated with Tenant's Affiliates, including any sale, issuance and grant in connection with any capital raise, project development or financing transaction, it being expressly understood and agreed that the issuance or transfer of stock, partnership, membership or other Equity Interests (A) as a result of the public offering or trading of Tenant's stock on a nationally recognized exchange or on the NASDAQ over-the-counter market, or (B) as a result of a private placement

or other raising of funds to be invested in Tenant for future expansion or additional working capital, shall be a Permitted Transfer hereunder;

(vi) to MLS or to a Person approved by MLS as applicable, including any (A) transfer of any rights or units owned by Tenant or any Affiliate pursuant to the MLS Documents, and (B) transfer to any new Person that acquires the right to own and/or operate the Club as approved by MLS; and

(vii) by any individual Person that owns any Equity Interest in Tenant, Tenant's Affiliate or an Affiliate of Tenant's Affiliate for estate or business planning purposes, upon the death or incapacity of such individual or for any other lawful purpose.

19. SUBLEASES.

19.1 **Tenant's Rights**. Tenant shall have the right at all times during the Interim Term and the Term to (i) enter into or Modify any Sublease, (ii) terminate any Sublease, (iii) enforce any Sublease, including taking any possessory action required to regain possession from any Sublease Party, (iv) grant any consent under any Sublease, and (v) take such other action as Tenant may deem necessary or appropriate, in its sole discretion, with respect to any Sublease or Sublease Party, in each case (A) without Landlord's consent, and (B) without obligation to Landlord for the payment of any compensation, consideration or profit of any kind. No Sublease shall affect any obligations of Tenant or rights of Landlord under this Lease, all of which shall continue in full force and effect notwithstanding any Sublease. Any Sublease shall expire no later than one hour before the Expiration Date. The fact that any Sublease Party causes any breach or default under this Lease shall not relieve Tenant of Tenant's obligation to cure such breach or default, provided that Landlord acknowledges that a cure of such breach or default by any Sublease Party shall be accepted by Landlord as fully as if the cure thereof was performed by Tenant hereunder.

19.2 **Required Provisions**. Except as otherwise provided in this Article 19, by executing its Sublease, each Sublease Party shall be deemed to have agreed to the following provision as fully as if the same were set forth in its Sublease, which provisions shall be deemed to be modified as appropriate to reflect the applicable definitions in the Sublease.

*"All terms, covenants, and provisions of this Sublease and all rights, remedies, and options of Sublease Party under this Sublease are and shall at all times remain fully subject and subordinate in all respects to the Lease. If the Lease and the Leasehold Estate terminate after the expiration of all MLS and Leasehold Mortgagee rights granted under the Lease (without the exercise of any such rights to assume the Lease or obtain a new lease, to the extent permitted under the Lease) (the "**Lease Termination Event**"), then this Sublease shall terminate. If Landlord has not otherwise agreed in writing with such Sublease Party, and this Sublease terminates as provided above, then at the option and request of Landlord exercised by written notice from Landlord to the Sublease Party within ten (10) days following the Lease Termination Event, which notice shall constitute a Subrent Payment Notice under the Lease, Sublease Party shall attorn to Landlord and shall recognize Landlord as Sublease Party's direct landlord under this Sublease, and Landlord shall recognize this Sublease as a direct lease with Sublease Party. Sublease Party shall execute and deliver, upon the request of Tenant, Landlord, or any Mortgagee, any instrument necessary or appropriate to evidence such attornment. Sublease Party waives any Law that may allow Sublease Party to terminate this Sublease or surrender possession of the demised premises under this Sublease if the Lease terminates."*

20. LEASEHOLD MORTGAGES.

20.1 **Right to Encumber Leasehold Estate**. Notwithstanding anything in this Lease to the contrary, without Landlord's consent, at any time: (a) provided that no Tenant Default with respect to Fixed Rent then exists, Tenant may grant one or more Leasehold Mortgages provided that each Leasehold Mortgagee is an Institutional Lender and the principal amounts secured by the Leasehold Mortgages at the time granted by Tenant do not exceed, in aggregate, eighty percent (80%) of the greater of (i) the Market Value of the Leasehold Estate, or (ii) Leasehold Mortgagee's appraised value of the Stadium Project (and, with respect to the construction financing of the Initial Development, one hundred percent (100%) of the cost of the Initial Development), as demonstrated to the reasonable satisfaction of Landlord; and (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 Landlord's Estate) under its Leasehold Mortgage or at law or in equity. Without limiting the rights and priorities of a Leasehold Mortgagee under this Lease, (i) Landlord need not join in, or "subordinate the Landlord's Estate to," any Leasehold Mortgage, and (ii) no Leasehold Mortgage shall reduce any Party's rights or obligations under this Lease.

20.2 **Leasehold Mortgagee Rights**. Notwithstanding anything to the contrary in this Lease, from and after the date when Landlord has received Notice of any Leasehold Mortgagee, for such Leasehold Mortgagee and its successors and assigns of which Landlord has received Notice:

20.2.1 **Lease Impairments**. Any Lease Impairment thereafter made between Landlord and Tenant without Leasehold Mortgagee's Consent shall (at Leasehold Mortgagee's option) not bind Leasehold Mortgagees or New Tenant.

20.2.2 **Notices**. Any Default Notice from Landlord to Tenant shall have no effect as to Leasehold Mortgagee unless and until Landlord delivers a copy of such Default Notice to Leasehold Mortgagee. If any Tenant Default occurs for which Landlord intends to exercise any remedy, Landlord shall immediately give Leasehold Mortgagee a Notice of such Tenant Default. Without limiting the generality of the foregoing, no termination of this Lease as a result of any Tenant Default shall be effective unless Landlord shall have given all required Notices with respect thereto to each Leasehold Mortgagee in accordance with this Lease or, as applicable, any non-disturbance agreement entered into between such Leasehold Mortgagee and Landlord.

20.2.3 **Opportunity to Cure**. In the event of any Tenant Default under this Lease, Landlord shall give Notice thereof to Leasehold Mortgagee. Leasehold Mortgagee shall have the right (but not the obligation) to cure any Tenant Default, and Landlord shall accept Leasehold Mortgagee's cure at any time until thirty (30) days after both: (a) Tenant and Leasehold Mortgagee have received a Default Notice for that Tenant Default; and (b) Landlord has Notified Leasehold Mortgagee that the applicable cure period hereunder for Tenant with respect to that Tenant Default has expired, which Notice shall include a statement in reasonable detail as to the nature, extent and/or amount, as the case may be, of such Tenant Default that remains uncured as of the date of such Notice; provided, however, that (A) in the case of any Non-Monetary Default that is not reasonably susceptible of cure with said 30-day period, then provided Leasehold Mortgagee commences such cure within said 30-day period and thereafter prosecutes such cure to Completion with reasonable diligence, Leasehold Mortgagee shall have such additional time as it reasonably needs, and (B) if Leasehold Mortgagee is prevented by judicial process, administrative process, or any Law from entering the Premises to cure the Non-Monetary Default or Leasehold Mortgagee cannot otherwise reasonably cure a Non-Monetary Default without possession, or if any Tenant-Specific Default(s) occur(s), Leasehold Mortgagee shall be entitled to such additional time as it reasonably needs to consummate a Foreclosure Event or obtain the appointment of a receiver, provided Leasehold Mortgagee timely exercises its cure rights for all other Tenant Defaults and diligently pursues

consummation of the Foreclosure Event or appointment of a receiver, as applicable, and any cure predicated thereupon thereafter. Leasehold Mortgagee shall not be obligated to Landlord to perform the obligations of Tenant under this Lease unless and until Leasehold Mortgagee executes a written assumption of such obligations. If Leasehold Mortgagee consummates a Foreclosure Event, Landlord shall waive all Tenant-Specific Defaults.

20.2.4 **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 Lease, 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.

20.2.5 **New Lease**. If this Lease terminates for any reason (except with Leasehold Mortgagee's Consent or because of a Loss, subject to the provisions of this Lease 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 has, consistent with the Lease Termination Notice: (a) unless the New Tenant is Leasehold Mortgagee or an Affiliate of Leasehold Mortgagee, satisfied the requirements for an acceptable transferee as set forth in Section 18.4 of this Lease; (b) cured all reasonably curable Tenant Defaults (except Tenant-Specific Defaults); and (c) reimbursed Landlord's reasonable third party out-of-pocket costs and expenses (including reasonable attorneys' fees and expenses) to terminate this Lease, recover the Premises, and enter into the New Lease.

20.2.6 **New Lease Implementation**. If Leasehold Mortgagee timely requests a New Lease in conformity with this Lease, then from the date this Lease terminates until the parties execute and deliver a New Lease, Landlord shall not: (a) operate the Premises in an unreasonable manner; (b) terminate Sublease(s) except for the Sublease Party's default; or (c) 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 Subleases (including any security deposits Landlord held), service contracts and Premises operations.

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

20.2.8 **Certain Proceedings**. If Landlord or Tenant initiates any Dispute Resolution Proceeding, then the parties shall simultaneously Notify Leasehold Mortgagee. Leasehold Mortgagee may participate in such proceedings on Tenant's behalf, in each case (at Leasehold Mortgagee's option) to the exclusion of Tenant. No settlement shall be effective without Leasehold Mortgagees Consent, which consent shall not be unreasonably withheld, delayed or conditioned.

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

20.2.10 **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 shall govern.

20.2.11 **Miscellaneous**. Notwithstanding anything to the contrary in this Lease, 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 Tenant Default; (c) abandon such cure at any time; or (d) withhold consent or approval for any reason or no reason, except where this Lease states otherwise. Any such consent or approval must be written. To the extent any Leasehold Mortgagee's rights under this Lease apply after this Lease terminates, they shall survive such termination. Landlord and Tenant acknowledge and agree that Leasehold Mortgagee is a third-party beneficiary of this Article 20 of the Lease.

21. EQUIPMENT LIENS.

21.1 **Tenant's Rights**. If at any time or from time to time Tenant desires to enter into or grant any Equipment Lien that otherwise complies with this Lease, then upon Tenant's request Landlord shall enter into such reasonable and customary documentation regarding the Financed FF&E as Tenant reasonably requests, providing for matters such as: (a) waiver of any right to take possession of such Financed FF&E upon a Tenant Default; (b) waiver of any other right, title, or interest in the Financed FF&E; and (c) agreements to enable the holder of such Equipment Lien to repossess such Financed FF&E if such holder exercises remedies under its Equipment Lien. Tenant shall not enter into any Equipment Lien that causes any Prohibited Lien.

21.2 **Limitations**. Except as otherwise expressly provided below, no Equipment Lien may be filed (or caused or permitted to be filed) as a lien against the Premises (excluding any Improvements, Stadium Equipment or other rights owned by Tenant hereunder). Notwithstanding the foregoing, nothing herein shall prohibit any holder of an Equipment Lien from filing a financing statement in the Office of the Secretary of State of the State or recording a fixture filing in the real estate records of the County to perfect an Equipment Lien so long as such financing statement or fixture filing reflects that it does not encumber Landlord's Estate.

22. QUIET ENJOYMENT; LANDLORD'S ACCESS; OWNERSHIP OF IMPROVEMENTS.

22.1 **Quiet Enjoyment**. So long as this Lease remains in effect and provided that no Tenant Default exists (to the extent of remedies that Landlord may be entitled to exercise as a result of such Tenant Default, which exercise otherwise might constitute a QE Interference) and subject to the terms and conditions of the Master Leases, Landlord covenants that Tenant shall have the right to peaceably and quietly have, hold, possess and enjoy the Premises and all other rights (including the Sports Arena Rights), titles, interests, options, benefits and privileges granted hereunder for the Term, subject to the terms, conditions and provisions of this Lease, without molestation, hindrance, or disturbance by or from Landlord or by anyone claiming by or through Landlord (collectively, "**QE Interference**"). The foregoing deprivation or impairment shall not apply to a Loss which is covered by the terms of Article 15 hereof. If Tenant shall be unable to use the Stadium solely as the result of a wrongful QE Interference caused by Landlord which QE Interference Landlord has the legal ability to terminate or remove by the diligent exercise of all available legal means but fails to terminate or remove within four (4) consecutive

months following Landlord's receipt of a Default Notice, then, in addition to all other rights and remedies available to Tenant hereunder, at law or in equity, Tenant shall have the right to terminate this Lease and, subject to Section 27, Landlord shall reimburse Tenant for all unamortized costs of Construction and Improvements made and paid for by Tenant, amortized over a period of years corresponding to the number of years between the date of completion of such Construction and Improvements and the expiration of the Initial Term. Landlord's obligations under this Section 22.1 shall survive any termination of this Lease.

22.2 **Access and Inspection**. Subject to the terms of this Section 22.2, Landlord and its agents, representatives, and designees ("**Landlord's Representatives**") shall have the right to enter the Premises solely to: (a) ascertain whether Tenant is complying with this Lease; (b) cure Tenant's Defaults after the expiration of any applicable Tenant cure period, provided that Landlord may exercise its rights under this clause (b) only with respect to a Tenant Default that (i) involves an emergency condition where there is an imminent risk of personal injury, death or property damage, (ii) involves Hazardous Substances or a Hazardous Substances Discharge, or (iii) puts Landlord at risk of being in default under any of the Sports Arena Agreements or in violation of law; (c) inspect the Premises and any Construction; (d) perform such tests, borings, and other analyses as Landlord reasonably determines may be necessary or appropriate relating to (non)compliance with any Law or possible Hazardous Substances Discharge; or (e) show the Premises to a prospective transferee or Landlord Mortgagees. Landlord's right to enter the Premises are subject to the following terms and conditions:

(i) Landlord shall provide Tenant with at least five (5) Business Day's prior written Notice, provided that (A) Landlord shall provide such Notice as may be reasonably practicable under the circumstances if an emergency condition exists wherein there is an imminent risk of personal injury, death or property damage, (B) only one (1) Business Day shall be required in the case of clause (b) above, and (C) if there is no emergency and clause (b) is not applicable, then Landlord's right of entry shall be subject to Tenant's reasonable scheduling requirements if Tenant Notifies Landlord that such entry would unreasonably interfere with or interrupt a Tenant Event scheduled at the Premises.

(ii) In entering the Premises, Landlord and Landlord's Representatives shall not prevent, interfere with or delay the occurrence of any Tenant Event, and shall not otherwise unreasonably interrupt or interfere with the use, enjoyment and operation of the Premises by Tenant, Tenant's Affiliates or Sublease Parties, and shall comply with Tenant's reasonable instructions.

(iii) To the extent any such access or work would violate clause (ii) above or create unsafe or hazardous conditions or vapors for anyone occupying the Premises, including any Improvements, Landlord will perform such work or portions thereof during times other than normal business hours.

(iv) Unless mandated by a Governmental Authority (and subject to Tenant's right to contest in accordance with and subject to Section 13.1), Landlord will not make any change, addition, alteration or improvement to the Improvements on the Premises that will (A) violate any terms of this Lease, (B) be permanent and extend visibly into any internal space, or (C) modify the exterior of, or interior configuration of, any building, (D) remove or obscure visibility to any sign, or (E) modify the Stadium Field.

(v) Landlord shall repair, replace or restore any portion of the Premises (including any Improvements, Stadium Equipment, or FF&E) damaged as a result of Landlord's activities

on or in the Premises to the condition which existed prior to Landlord's entry and/or the performance of such work.

(vi) Landlord's entry rights shall be on a temporary basis and any work shall be performed as expeditiously as possible in accordance with all other requirements for Landlord's work or maintenance provided under this Lease.

23. DEFAULT; REMEDIES.

23.1 **Tenant Defaults**. Tenant shall be in Default under this Lease upon the occurrence of any one or more of the following:

23.1.1 **Monetary Default**. If a Monetary Default occurs and continues for thirty (30) days after Tenant's receipt of Notice from Landlord, specifying in reasonable detail the amount of money not paid and the nature and calculation of each such payment.

23.1.2 **Prohibited Liens**. If Tenant fails to comply with any obligation regarding Prohibited Liens, subject to Tenant's right to contest, and does not remedy such failure within thirty (30) days after Tenant's receipt of Notice from Landlord, but in any event prior to forfeiture of Landlord's Estate.

23.1.3 **Initial Development**. If Tenant fails to commence the Initial Development within two (2) years following the Commencement Date or, having timely commenced the Initial Development, Tenant fails to complete the Initial Development within four (4) years of such timely commencement, in each case subject to Unavoidable Delays and Landlord caused delays.

23.1.4 **Bankruptcy or Insolvency**. If Tenant ceases to do business as a going concern, ceases to pay its debts as they become due or admits in writing that it is unable to pay its debts as they become due, or becomes subject to any Bankruptcy Proceeding (except an involuntary Bankruptcy Proceeding dismissed within one hundred twenty (120) days after commencement), or a custodian or trustee is appointed to take possession of, or an attachment, execution or other judicial seizure is made with respect to, substantially all of Tenant's assets or Tenant's interest in this Lease (unless such appointment, attachment, execution or other seizure was involuntary and is contested with diligence and continuity and is vacated and discharged within one hundred twenty (120) days).

23.1.5 **Non-Monetary Default**. If any other Non-Monetary Default occurs and Tenant does not cure it within sixty (60) days after Tenant's receipt of Notice from Landlord describing such Non-Monetary Default in reasonable detail; provided, however in the case of a Non-Monetary Default that cannot with due diligence be cured within sixty (60) days from Tenant's receipt of such Notice but is reasonable capable of cure, if Tenant duly commences such cure within such 60-day period, and then diligently prosecutes such cure to completion, then Tenant shall not be deemed in Default hereunder.

Any Notice periods required to be given by Landlord under this Section 23 shall, in each case, be in lieu of, and not in addition to, any notice required to be given under California Code of Civil Procedure Sections 1161 through 1162, or any successor law or other applicable unlawful detainer statutes. Any Notice of Default delivered to Tenant shall be simultaneously delivered to MLS and any Leasehold Mortgagee.

23.2 **Landlord Remedies**. If a Tenant Default occurs, then, subject to the provisions of Sections 20.2 and 30.4 of this Lease and the dispute resolution procedures set forth in Section 23.10

below, Landlord shall, at Landlord's option, have any or all of the following remedies, all cumulative (so exercise of one remedy shall not preclude exercise of another remedy), in addition to such other remedies as may be available at law or in equity or under any other terms of this Lease, subject to any limitations and restrictions thereto as expressly provided in this Lease. Landlord's remedies include:

23.2.1 **Termination of Tenant's Rights**. Landlord may terminate Tenant's right to possess the Premises by any lawful means, in which case this Lease and the Term shall terminate, such date of termination shall be the Expiration Date, and Tenant shall immediately surrender possession to Landlord.

23.2.2 **Taking Possession**. Landlord may re-enter and take possession of the Premises with process of law, whether by summary proceedings or otherwise, and remove Tenant, with or without having terminated this Lease, and without thereby being liable for damages or guilty of trespass, and bring suit or initiate arbitration, from time to time, to recover Rent and other sums due by Tenant under this Lease, and damages resulting from Tenant's Default under this Lease, subject to any restriction or limitation on damages expressly provided herein. No act by or on behalf of the Landlord under this provision shall constitute a termination of this Lease unless Landlord gives Tenant written notice of termination. It is the intention of Landlord and Tenant to incorporate the provisions of California Civil Code Section 1951.4 by means of this provision. This is intended to constitute an express right of re-entry by Landlord. No re-entry by Landlord, whether had or taken under summary proceedings or otherwise, shall absolve or discharge Tenant from liability under this Lease. The terms "enter," "re-enter," "entry," and "re-entry," as used in this Lease, are not restricted to their technical legal meanings.

23.2.3 **Suits Before Expiration Date**. Landlord may sue for damages, subject to any restriction or limitations on damages expressly provided herein, or to recover Rent from time to time at Landlord's election.

23.2.4 **Receipt of Moneys**. No receipt of money by Landlord from Tenant after termination of this Lease, or after the giving of any Notice of termination of this Lease, shall reinstate, continue, or extend this Lease or affect any Notice theretofore given to Tenant, or waive Landlord's right to enforce payment of any Rent payable or later falling due, or Landlord's right to recover possession by proper remedy, except as this Lease expressly states otherwise, it being agreed that after service of Notice to terminate this Lease or the commencement of suit or summary proceedings, or after final order or judgment for possession, Landlord may demand, receive, and collect any moneys due or thereafter falling due without in any manner affecting such Notice, proceeding, order, suit or judgment, all such moneys collected being deemed payments on account of use and occupation or, at Landlord's election, on account of Tenant's liability.

23.2.5 **No Waiver**. No failure by Landlord to insist upon strict performance of any covenant, agreement, term, or condition of this Lease or to exercise any right or remedy upon a Default, and no acceptance of full or partial Rent during continuance of any such Default, shall waive any such Default or such covenant, agreement, term, or condition. No covenant, agreement, term, or condition of this Lease to be performed or complied with by Tenant, and no Default, shall be modified except by a written instrument executed by Landlord. No waiver of any Default shall affect or alter this Lease. Each and every covenant, agreement, term and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent Default of such covenant, agreement, term or condition of this Lease.

23.2.6 **Damages**. Should Landlord elect to terminate this Lease pursuant and subject to Section 23.2.1, then Landlord shall be entitled to recover from Tenant, as damages:

(i) the worth at the time of award of any unpaid Rent which had been earned at the time of such termination; plus

(ii) the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such Rent loss that Tenant proves could reasonably have been avoided; plus

(iii) the worth at the time of award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of such Rent loss that Tenant proves could be reasonably avoided; plus

(iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom.

(v) The "worth at the time of award" of the amount referred to in clauses (i) and (ii) above is computed by allowing interest at the discount rate of the Prime Rate plus five percent (5%) per annum at the date of award, but in no event in excess of the maximum rate of interest permitted by law. The worth at the time of award of the amount referred to in clause (iii) above, is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

23.2.7 **Injunction of Breaches**. Whether or not a Tenant Default has occurred, Landlord may obtain a court order enjoining Tenant from continuing any Default or from committing any threatened Default. Tenant specifically and expressly acknowledges that damages would not constitute an adequate remedy for any Non-Monetary Default.

23.2.8 **Continue Lease**. Landlord may at Landlord's option maintain Tenant's right to possession. In that case, this Lease shall continue and Landlord may continue to enforce it, including the right to collect Rent when due and any remedies for nonpayment. It is the intention of Landlord and Tenant to incorporate the provisions of California Civil Code Section 1951.4 by means of this provision.

23.2.9 **Restoration Funds**. Upon any termination of this Lease, to the extent that Landlord or Depository then holds any Restoration Funds, they shall be applied (a) until the expiration of the New Lease Option Period, at Landlord's sole discretion, to the costs of Restoration incurred by Landlord and(b) following the expiration of the New Lease Option Period without any exercise by any Leasehold Mortgage of its right to enter into a New Lease, solely as Landlord directs, including as a payment toward any sums then payable to Landlord. If any Leasehold Mortgagee timely exercises its right to enter into a New Lease, the Restoration Funds then held shall be applied in accordance with the New Lease.

23.2.10 **Rights of Redemption; Waivers**. Tenant and Landlord (solely with respect to clauses (b) and (d) below) each hereby waives (a) any and all rights of reinstatement, redemption or relief from forfeiture granted under any present and future laws (including under California Civil Code Section 3275 or California Code of Civil Procedure Sections 1174 and 1179) in the event Landlord obtains the right to possession of the Premises by reason of a Tenant Default or otherwise in accordance with and subject to the terms of this Lease, (b) the provisions of any statutes (including Section 1265.130 of the California Code of Civil Procedure) or court decisions which provide a party to a lease with a right to abatement of rent or termination of such lease when leased property is condemned or taken and the Parties agree that such event shall be exclusively governed by the terms of this Lease; (c) the provisions of any statutes (including Sections 1941 and 1942 of the California Civil Code) or court decisions which

provide a party to a lease with a right to make repairs at the expense of the lessor or in lieu thereof to vacate the leased premises and the Parties agree that such event shall be exclusively governed by the terms of this Lease, and (d) the provisions of any statutes (including Sections 1932(2) and 1933(4) of the California Civil Code) or court decisions which provide a party to a lease with a right to abatement of rent or termination of such lease when leased property is damaged or destroyed and the Parties agree that such event shall be exclusively governed by the terms of this Lease.

23.2.11 **Miscellaneous**. Anything in this Lease (including this Article 23) to the contrary notwithstanding: (i) Landlord shall use commercially reasonable efforts to mitigate damages resulting from any Tenant Default; (ii) if Landlord, without terminating this Lease, regains possession of the Premises and subleases or leases any portion thereof, then Landlord agrees to apply all rents and other amounts received thereunder, first, to Landlord's third party out-of-pocket costs and expenses incurred in securing such subleases and leases (including, without limitation, costs associated with regaining possession, brokerage fees, advertising costs, tenant improvement costs (as necessary to restore the Premises and the Improvements to the condition required hereunder) and legal costs and expenses), and then to the Rent and any other amounts due from Tenant hereunder; (iii) if Landlord collects any amounts from any Sublease Parties under any Subleases following an uncured Tenant Default, then all such amounts collected shall be applied, first, to Landlord's costs of collection (including legal costs and expenses), and then to Rent and any other amounts due from Tenant hereunder; (iv) Landlord may only exercise the remedies in Section 23.2.1 and Section 23.2.2 above in the event of (A) a Monetary Default related to the payment of Fixed Rent, (B) with respect to any other Monetary Default, if Landlord obtains a final, non-appealable judgment or order in the amount of such other Monetary Default and Tenant fails to satisfy such judgment within thirty (30) days after the entry thereof, and/or (C) a Non-Monetary Default, the continuation of which is reasonably likely to cause or result in the termination of any Sports Arena Agreement; (v) Landlord's remedies are subject to Section 31.2 hereof; (vi) Landlord shall not have the right to terminate this Lease or Tenant's right to possession of the Premises if Tenant in good faith exercises its set-off rights against Rent as set forth in this Lease and a court of competent jurisdiction determines that Tenant wrongfully exercised said right, provided that Tenant complies with the final non-appealable judgment of any such court, within thirty (30) days after the entry of the final non-appealable judgment; and (vii) no action or proceeding to terminate this Lease shall be taken by Landlord unless the Notices herein specified are first given and the times for Tenant, MLS and a Leasehold Mortgage to cure or otherwise act as provided in this Lease have expired without cure of the applicable Default.

23.3 **Late Payments**. If either Party (the "**non-paying Party**") fails to make any payment to the other Party (the "**payee Party**") required under this Lease after Notice of Default and the expiration of all applicable cure periods and rights, then in addition to any other rights or remedies of the payee Party hereunder, at law or in equity, such unpaid amounts shall bear interest at the Default Rate beginning on the date such payment was first due and payable under this Lease and continuing until the date when such unpaid amounts plus interest are paid in full to the payee Party.

23.4 **Landlord's Right to Cure**. If Tenant is in breach under this Lease, then Landlord, after expiration of the applicable Notice and Tenant cure periods and rights(such that the breach has ripened into a Tenant Default), or in an emergency condition where there is an imminent risk of personal injury, death or property damage (as reasonably determined by Landlord) with such Notice (if any) as is reasonably practicable under the circumstances, and without waiving or releasing Tenant from any obligation or Default and without waiving Landlord's right to take such action as this Lease may permit as a result of such Default, may (but need not) make such payment or take such action as may be reasonably required to cure such Default, subject to Section 22.2 of this Lease. In such event, Tenant shall reimburse Landlord, as Additional Rent, for an amount equal to (a) all reasonable sums paid, and reasonable third party out-of-pocket costs and expenses (including reasonable attorneys' fees and expenses) paid or incurred, by Landlord in exercising its cure rights under this Section 23.4, and (b)

Default Interest, which reimbursement shall be paid by Tenant to Landlord within thirty (30) days after Tenant's receipt of Landlord's invoice therefor accompanied by reasonable supporting documentation.

23.5 **Holding Over**. If for any reason or no reason Tenant remains in the Premises after the Expiration Date (except as expressly permitted under Section 24.1 below), then Tenant shall be a tenant at sufferance and, in addition to any other rights or remedies of Landlord under this Lease, at law or in equity, (a) Tenant shall pay to Landlord, as liquidated damages and not as a penalty, for each month (prorated daily for partial months) during which Tenant holds over after the Expiration Date, a sum equal to: 125% (for the first three (3) months or partial month of holding over), 150% (for the second three (3) month or partial month of holding over), and 200% (for each subsequent month or partial month of holding over after six (6) months) times the monthly Fixed Rent payable under this Lease during the year preceding the Expiration Date; and (b) Tenant shall Indemnify Landlord for, from and against any and all Claims imposed on or incurred by Landlord arising from or related to Tenant's remaining in the Premises after the Expiration Date.

23.6 **Waiver of Jury Trial**. TO THE GREATEST EXTENT PERMITTED BY LAW, LANDLORD AND TENANT IRREVOCABLY WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, COUNTERCLAIM, OR OTHER LITIGATION ARISING OUT OF OR RELATING TO THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT REGARDING THE PREMISES, ENFORCEMENT OF THIS LEASE, TENANT'S USE OR OCCUPANCY OF THE PREMISES, ANY CLAIM OF INJURY OR DAMAGE ARISING BETWEEN LANDLORD AND TENANT, OR ANY ACTIONS OF LANDLORD IN CONNECTION WITH OR RELATING TO THE ENFORCEMENT OF THIS LEASE.

23.7 **Accord and Satisfaction; Partial Payments**. No payment by Tenant or receipt by Landlord of a lesser amount than the amount owed under this Lease shall be deemed to be other than a partial payment on account by Tenant. Any endorsement or statement on any check or letter accompanying any check or payment of Rent shall not be deemed an accord or satisfaction. Landlord may accept any such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy.

23.8 **Miscellaneous**. Landlord and Tenant further agree as follows with respect to any Defaults and Landlord's rights and remedies.

23.8.1 **Survival**. No termination of this Lease and no taking possession of or reletting the Premises shall relieve Tenant of its liabilities and obligations hereunder, all of which shall survive such expiration, termination, repossession, or reletting, but subject to any limitations or restrictions on damages, personal liability or recourse in this Lease.

23.8.2 **Multiple Suits**. Landlord may sue to recover damages, or sum(s) equal to any installment(s) of Rent payable by Tenant, from time to time at Landlord's election. Nothing in this Lease requires Landlord to await the date when this Lease or the Term would have expired absent a Tenant Default and a resulting termination of this Lease.

23.8.3 **Receipt of Monies**. Unless such payment shall fully cure all Monetary Defaults, no receipt of moneys by Landlord from Tenant after the giving of a termination Notice or a Notice to obtain possession, or after the retaking of possession by Landlord as aforesaid, shall reinstate, continue, or extend the Term or affect any Notice previously given to Tenant, waive Landlord's right to enforcement of Rent payable by Tenant or thereafter falling due, or waive Landlord's right to recover possession of the Premises. After the service of any such Notice, or commencement of any suit or

summary proceedings, or after a final order or judgment for possession of the Premises, Landlord may demand, receive, and collect any moneys due or thereafter falling due without in any manner affecting such Notice, proceeding, order, suit, or judgment, unless such payments fully cure all Monetary Defaults. Any sums so collected (without thereby curing all Monetary Defaults) shall instead be deemed payments on account of use and occupation of the Premises or, at Landlord's election, to have been made on account of Tenant's liability under this Lease.

23.8.4 **No Double Recovery**. In no event shall Landlord be entitled, directly or indirectly, to recover twice for the same element of Landlord's damages.

23.8.5 **No Waiver**. No failure by either Party to insist upon strict performance of any covenant, agreement, term, or condition of this Lease or to exercise any right or remedy upon a Default by the other Party, and no acceptance by a Party of any partial amounts due from the other Party (including Landlord with respect to any full or partial payment of Rent during continuance of any Tenant Default), shall waive any such Default or such covenant, agreement, term, or condition. No covenant, agreement, term, or condition of this Lease to be performed or complied with by a Party and no Default by a Party, shall be modified except by a written instrument executed by the other Party. No waiver of any Default shall affect or alter this Lease. Each and every covenant, agreement, term and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent Default of such covenant, agreement, term or condition of this Lease.

23.9 **Landlord Default; Tenant Remedies**.

23.9.1 **Landlord Default.** If Landlord fails to pay, observe, perform or comply with any of the terms, covenants and agreements hereunder and any such default shall continue for a period of thirty (30) days after Notice to Landlord, (or, with respect to a Non-Monetary Default that cannot with due diligence be cured within said 30-day period, if Landlord fails to duly commence such cure within such 30-day period, and/or fails to thereafter diligently prosecute such cure to completion), then Tenant shall be entitled, at its election, to exercise concurrently or successively, any one or more of the following rights, in addition to all other rights and remedies available to Tenant and otherwise provided in this Lease, any other agreement between Landlord and Tenant, at law or in equity:

(i) to bring suit (A) for the collection of any amounts for which Landlord may be in Default hereunder, (B) to recover all costs, expenses, losses and damages Tenant pays, suffers or incurs resulting from Landlord's Default, (C) to enforce any other term, covenant, provision, agreement, or obligation that Landlord is required to pay, perform, satisfy, comply with, observe or obtain (including any of Landlord's indemnification obligations) under this Lease, or (D) for any equitable remedies, including a declaratory judgment, injunctive relief or an action for specific performance, without terminating this Lease. Tenant's remedies are subject to Section 31.2 hereof; and/or

(ii) if the Landlord Default, solely in and of itself, renders Tenant unable to use all or substantially all of the Premises for a period in excess of one hundred twenty (120) days, or the Club unable to play its MLS home games at the Stadium for more than one (1) season, to terminate this Lease upon ninety (90) days' prior written Notice to Landlord without waiving Tenant's rights to damages for Landlord's Default. In the event this Lease terminates as a result of Landlord's Default, then, subject to Article 27, (A) Landlord shall reimburse Tenant for the unamortized cost of all Improvements made or paid for by Tenant, amortized over the Initial Term with respect to Improvements made during the Initial Term (or over any applicable Extension Term with respect to Improvements made during such Extension Term), (B) all rights and obligations of Tenant shall cease and terminate, except that Tenant shall have and retain full

right to exercise all rights and remedies available to Tenant against Landlord as provided in this Section 23.9 which (together with all of Landlord's obligations and liabilities with respect thereto) shall survive the termination of this Lease. Notwithstanding the foregoing, Tenant agrees that if the Default described in this clause (ii) is cured by Landlord within the 90-day period identified in Tenant's termination Notice delivered to Landlord, then Tenant's termination notice shall be deemed rescinded without further action or notice required by Landlord and this Lease shall continue in full force and effect in accordance with its terms.

23.9.2 **Tenant's Right to Cure**. In addition to the foregoing remedies, Tenant shall have the right to cure Landlord's Default for the account of Landlord. In such event, Landlord shall reimburse Tenant for any reasonable amount paid and any reasonable expense or contractual liability so incurred within thirty (30) days after Tenant bills Landlord therefor, which bills shall be accompanied by reasonable supporting documentation. If Landlord fails to pay such amounts to Tenant within said 30-day period, then all such unpaid amounts shall bear interest at the Default Rate from the date paid by Tenant until all such unpaid amounts plus interest are recovered by Tenant. Notwithstanding the foregoing, in the event (i) an emergency condition exists which is caused by any act, omission or default by Landlord or any member of Landlord's Group, including any threatened or actual interruption of any Tenant Event, or (ii) any other provision of this Lease provides Tenant with a self-help right that requires a different Notice period than is provided in this Section 23.9.2, Tenant may (but shall not be obligated to) exercise the self-help rights under this Section 23.9.2 after (A) such Notice as is reasonably practicable under the circumstances (in the case of clause (i) above) or (B) such shorter Notice period as this Lease may otherwise expressly provide.

23.9.3 **Remedies Cumulative.** No remedy herein or otherwise conferred upon or reserved to Tenant at law or in equity shall be considered to exclude or suspend any other remedy but the same shall be cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity, and every power and remedy given by this Lease to Tenant may be exercised and enforced concurrently and whenever and as often as Tenant shall deem necessary.

23.10 **Resolution of Disputes**.

23.10.1 **Resolution by Parties**. Without limiting any emergency relief or self-help right granted to either Party in this Lease, in the event of any dispute or claim arising out of or relating to this Lease, 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.

23.10.2 **Non-Binding Mediation**. If within ten (10) Business Days of the first negotiating session under Section 23.10.1 above (as the same may be extended by mutual agreement of the Parties), the Parties have been unable to resolve the dispute, then either Party may, within two (2) Business Days following the expiration of such ten (10) Business Day period, provide the other Party with Notice of its election to submit the matter to non-binding mediation, in which case neither Party may institute any legal action with respect to such claim or dispute (except for provisional relief) until ten (10) Business Days following the conclusion of such mediation if the Parties have not by such date resolved the dispute to their mutual satisfaction. Such mediation will be conducted in Los Angeles County, in accordance with the then-current rules of JAMS, and concurrent with the notice of mediation given to the other Party, the noticing Party shall provide JAMS with notice of such request, setting forth a brief

description of the subject of the dispute and the relief requested. The Parties will cooperate with JAMS and with one another in selecting a mediator from JAMS panel of neutrals, and in scheduling the mediation proceedings. The Parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the Parties, their agents, employees, experts and attorneys, and by the mediator and any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the Parties, *provided that* evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

23.10.3 **Arbitration**. Following the conclusion of the mediation, if the Parties have not resolved their dispute, the Parties may agree in writing and in their sole discretion to resolve the dispute through binding arbitration under the auspices of JAMS, but if either Party does not agree to submit the dispute to such binding arbitration, then at any time (subject to applicable statutes of limitations) after the expiration of ten (10) Business Days after the conclusion of the mediation, either Party may pursue any other available remedies with respect to such dispute, including but not limited to filing an action in a court of competent jurisdiction.

23.10.4 The provisions of this Section 23.10 may be enforced by any court of competent jurisdiction, and the Party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorneys' fees, to be paid by the party against whom enforcement is ordered.

24. END OF TERM.

24.1 **End of Term**. Upon the Expiration Date: (a) the Stadium and all other buildings, structures, and other improvements and appurtenances, as well as the Stadium Equipment, shall become Landlord's property; (b) Tenant shall deliver to Landlord possession of the Premises (including the Stadium and the Stadium Equipment) in good order, condition and repair, reasonable wear and tear, any Loss that this Lease does not require Tenant to Restore and any condition created by Landlord or any member of Landlord's Group or existing as a result of Landlord's failure to perform its obligations hereunder excepted; (c) Tenant shall surrender any right, title, or interest in and to the Premises (including the Stadium and the Stadium Equipment) and deliver such evidence and confirmation thereof as Landlord reasonably requires; (d) Tenant shall deliver the Premises free and clear of all Subleases and all liens, except (i) liens existing as of the Commencement Date, and (ii) liens caused by any act or omission of Landlord or any member of Landlord's Group; (e) Tenant shall assign to Landlord, without recourse, and give Landlord copies or originals of, all assignable licenses, permits, contracts, warranties, and guarantees then in effect for the Premises (including the Stadium and the Stadium Equipment); (f) the Parties shall cooperate to achieve an orderly transition of operations from Tenant to Landlord without interruption, including delivery of such books and records (or copies thereof) as Landlord reasonably requires; (g) the Parties shall adjust for Real Estate Taxes and all other expenses and income of the Premises and any prepaid Rent and shall make such payments as shall be appropriate on account of such adjustment in the same manner as for a sale of the Premises (but any sums otherwise payable to Tenant shall first be applied to cure any Default); (h) the Parties shall terminate the Memorandum of Lease; and (i) Tenant shall assign to Landlord, and Landlord shall reimburse Tenant for, all utility and other service provider deposits for the Premises. Notwithstanding anything to the contrary in this paragraph, Tenant may remove from the Premises any FF&E that Tenant acquired after the Delivery Date, but Tenant must do so, if at all, before or within thirty (30) days after the Expiration Date. Tenant shall repair any damage to the Premises resulting from such removal. During such 30-day period: (x) Tenant may enter the Premises for such purposes, without being deemed a holdover; (y) Landlord shall take reasonable measures to preserve or protect such FF&E; and (z) in entering the Premises, Tenant shall comply with Landlord's reasonable

instructions. Tenant's FF&E not removed within thirty (30) days after the Expiration Date shall be deemed abandoned.

25. NOTICES.

25.1 **Notices**. All Notices shall be in writing and shall be addressed to Landlord and Tenant (and their designated copy recipients) as set forth in **Exhibit C** attached hereto. Notices (including any required copies as set forth in Exhibit C) shall be delivered by Federal Express or other overnight (one-night) courier service to the addresses set forth in Exhibit C, in which case they shall be deemed delivered on the date of delivery (or when delivery has been attempted twice, as evidenced by the written report of the courier service) to such address(es). Notwithstanding the foregoing, Notices for the regular payment of Rent under this Lease (as opposed to late payments, for example) may be sent by first class mail (with a copy via email), in which case they shall be deemed delivered three Business Days after deposit in the United States mail, provided that no postal strike (or other event likely to disrupt postal service) is then in effect. Either Party may change its address by giving Notice in compliance with this Lease. Notice of such a change shall be effective only upon receipt. Any Party giving a Notice may request the recipient to acknowledge receipt of such Notice. The recipient shall promptly comply with any such request, but failure to do so shall not limit the effectiveness of any Notice. Any attorney for a Party may give any Notice on behalf of its client, but a Notice to a Party's attorney alone (without Notice to the Party) shall not be sufficient Notice.

26. BROKERS.

26.1 **Brokers**. Each Party: (a) represents and warrants that it did not engage or deal with any broker or finder in connection with this Lease or the transactions contemplated hereunder and that no person is entitled to any commission or finder's fee on account of any agreements or arrangements made by such Party; and (b) shall Indemnify the other Party against any breach of such representation and warranty.

27. NONRECOURSE.

27.1 **Nonrecourse**. Notwithstanding anything to the contrary in this Lease: (a) Landlord's liability under this Lease, for monetary damages or otherwise, shall only be enforceable against Landlord's right, title and interest in the Premises including all future rents, revenues, profits and proceeds therefrom (all of the foregoing are collectively, "**Landlord's Assets**"), and (b) no property or assets whatsoever, except Landlord's Assets, shall be subject to levy, execution or any other enforcement procedure for the satisfaction of any remedies (monetary or otherwise) of Tenant arising under or in connection with this Lease; provided, however, that (i) from and after the commencement of the fiftieth (50th) Lease Year through the expiration of the seventy-fourth (74th) Lease Year hereunder, "Landlord's Assets" shall be deemed to include Ten Million Dollars ($10,000,000) in Fixed Rents previously paid by Tenant to Landlord, and (ii) from and after the commencement of the seventy-fifth (75th) Lease Year hereunder, "Landlord's Assets" shall be deemed to include Twenty Million Dollars ($20,000,000) in Fixed Rents previously paid by Tenant to Landlord. The Parties further acknowledge and agree that no shareholder, officer, member, manager, director, agent, or employee of either Party shall have any personal liability under this Lease.

28. ADDITIONAL DELIVERIES; THIRD PARTIES.

28.1 **Estoppel Certificates**. Up to twice a year, each Party to this Lease (a "**Requesting Party**") may require the other Party (a "**Certifying Party**") to execute, acknowledge, and deliver to the Requesting Party (or directly to a designated third party) up to four original counterparts of an Estoppel

Certificate. The Certifying Party shall sign, acknowledge, and return each Estoppel Certificate provided for hereunder within fifteen (15) days after request, even if the Requesting Party is in Default. Any Estoppel Certificate shall bind the Certifying Party.

28.2 **Further Assurances**. Each Party shall execute and deliver such further documents, and perform such further acts, as may be reasonably necessary to achieve the Parties' intent in entering into this Lease. Upon request from Tenant or any Leasehold Mortgagee (prospective or current), Landlord shall promptly, under documentation reasonably satisfactory to the requesting Party and to Landlord, (a) agree directly with Leasehold Mortgagee that Leasehold Mortgagee may exercise against Landlord all Leasehold Mortgagee's rights in this Lease, and (b) certify in an Estoppel Certificate (subject to any then exception or qualification reasonably specified) that this Lease is in full force and effect, that, to Landlord's present actual knowledge, no Lease Impairment has occurred, that to Landlord's present, actual knowledge, no Default exists, the date through which Rent has been paid, and other similar matters pertaining to this Lease as reasonably requested.

28.3 **Memorandum of Lease**. Concurrently with the execution of this Lease, the Parties shall promptly execute, acknowledge, and deliver duplicate originals of a Memorandum of Lease substantially in the form attached to this Lease. The Memorandum of Lease, together with all other Recordable Instruments shall be recorded pursuant to Section 2.3.2 hereof. Any taxes imposed upon such recording shall be paid by Tenant. Tenant may at any time by Notice to Landlord elect to require the Memorandum of Lease to be terminated, in which case: (a) the Parties shall terminate the Memorandum of Lease of record; and (b) the Parties acknowledge that Tenant shall rely on notice by possession rather than constructive notice by recordation of the Memorandum of Lease.

28.4 **Modification**. Any modification or amendment of this Lease must be (i) in writing and (ii) signed by both Parties hereto.

28.5 **Successors and Assigns**. This Lease shall bind and benefit Landlord and Tenant and their permitted successors and assigns, but this shall not limit or supersede any Transfer restrictions in Articles 16 or 18 hereof. Nothing in this Lease confers on any Person (except Landlord, Tenant, MLS (solely with respect to the rights expressly granted to MLS in Article 30) and Leasehold Mortgagees (solely with respect to the rights expressly granted to Leasehold Mortgagee in Article 20) any right to insist upon, or to enforce against Landlord or Tenant, the performance or observance by either Party of its obligations under this Lease.

29. SPORTS ARENA AGREEMENTS; LANDLORD REPRESENTATIONS, WARRANTIES AND COVENANTS.

29.1 **Sports Arena Agreements**.

29.1.1 **General**. This Lease shall be subject to the terms and provision of the Sports Arena Agreements. Landlord agrees to pay, perform, keep, comply with, observe and satisfy (collectively, "**Perform**") all obligations and liabilities of Landlord which are to be paid, performed, kept, complied with, observed and satisfied under all of the Sports Arena Agreements, except as expressly otherwise provided in this Lease (including Section 7.3) and the Tenant NDA, and that Landlord shall not cause or permit any default or breach thereunder during the Interim Term or the Term which would, in any manner, Adversely Affect Tenant, including Tenant's rights hereunder and the Sports Arena Rights, provided that Landlord shall not have, or be deemed to have, caused or permitted any such default or breach that arises from the act or omission of, or breach by, Tenant or any of Tenant's People. Without limitation, Landlord covenants and agrees timely to pay (or, with respect to any such matters payable prior to the date hereof, represents and warrants that it has paid) any and all rent and other monetary

obligations payable by Landlord under Sports Arena Agreements, to the extent not payable by Tenant hereunder. Landlord agrees that it shall use commercially reasonable efforts to cause the Commission and District to comply with all terms of the Sports Arena Agreements applicable to the Commission and the District and their respective property and interests.

29.1.2 **Tenant's Right to Notice.** Without limiting any other provision of this Lease, including Section 7.2 hereof, Landlord agrees that it will promptly furnish to Tenant copies of any and all notices of default or termination received under the any of the Sports Arena Agreements. In the event Landlord defaults in the performances of any term or condition of the Sports Arena Agreements (unless such default is the result of Tenant's default under or breach of this Lease or there is a bona fide dispute between Landlord and the Commission or the District, as applicable), Tenant shall have the right (but not the obligation), upon advance Notice to Landlord (except in cases of emergency), to cure such default, provided Tenant Notifies Landlord of such curing simultaneously with the performance thereof, and in connection with any third party out-of-pocket costs and expenses paid or incurred by Tenant in connection therewith, such amounts shall be subject to the same payment and interest rights set forth in Section 23.9.2 above.

29.1.3 **Self Help**. Under any circumstance wherein the consent, approval or other authorization of the Commission or District is required under any Stadium Project Documents with respect to any action to be taken by Tenant under this Lease or with respect to the Premises, Landlord shall reasonably cooperate with Tenant in efforts to obtain any such consent, approval or authorization (so long as such consent, approval or authorization is not materially detrimental to the rights and privileges of Landlord under the Sports Arena Agreements or otherwise) so as to permit Tenant to take the action for which the consent, approval or authorization is required.

29.1.4 **Modification.** Landlord shall not, without the prior written consent of Tenant, (i) encumber, assign, amend, terminate or otherwise Modify any of the Sports Arena Agreements to which Landlord is a party and as to which, pursuant to and in accordance with the terms and provisions of Section 1.2(b) above, Tenant timely has demonstrated to Landlord that such encumbrance, assignment, amendment, termination or other Modification Adversely Affects Tenant, or (ii) permit the USC Lease to terminate as a result of Landlord's failure to exercise any extension option Landlord is obligated to exercise under this Lease or otherwise pursuant to a breach of the terms of Article 3 hereof related to Landlord's extension options. Tenant shall have no approval or consent right with respect to any proposed amendment or Modification to any Sports Arena Agreements that would not result in or cause a situation that would Adversely Affect Tenant; otherwise, with respect to any such proposed amendment or Modification that would result in or cause a situation that would Adversely Affect Tenant, Tenant's consent may be withheld in its sole and absolute discretion.

29.1.5 **Inapplicable Provisions**. Tenant acknowledges that this Lease is subject to the Sports Arena Agreements and to all of the provisions thereof other than those provisions of the Sports Arena Agreements that (i) are inapplicable to the Premises, including any terms, covenants, provisions, agreements, obligations or liabilities to the extent related in any manner to the Coliseum Site regardless of whether any such provisions, sections or articles in any of the Sports Arena Agreements are enumerated in the specific list of inapplicable provisions below, (ii) are personal to USC or may only be satisfied or performed by USC, or (iii) are provisions of any of the Sports Arena Agreements that District or Commission, as applicable, has agreed in any LAFC Lease Document (A) will not apply to Tenant or this Lease, (B) is amended by the terms of the applicable LAFC Lease Document, or (C) that in the event of any conflict between the LAFC Lease Documents and the Sports Arena Agreements, that the terms of the LAFC Lease Documents will govern and control. Subject to and without limiting the foregoing, Landlord and Tenant agree that the following provisions of the USC Lease are inapplicable to Tenant and this Lease:

(a) The following provisions of the Current USC Lease are inapplicable to Tenant and this Lease: (i) Article 2 in its entirety; (ii) Article 3 in its entirety (without limiting, modifying or waiving any of Landlord's obligations under Article 3 of this Lease); (iii) Article 4 in its entirety; (iv) Section 5.1 but only to the extent in conflict or inconsistent with the terms of the LAFC Lease Documents, including Section 6.1 of this Lease; (v) Article 6 (except Section 6.2 and, to the extent applicable to the Premises but without expanding Landlord's rights under this Lease, Section 6.5); (vi) Article 7 in its entirety; (vii) the terms of Article 8 generally to the extent they expressly conflict with Tenant's signage rights under this Lease, including any provisions thereof related to revenue from signage from the Premises which is to be included in Project Revenue under this Lease or to the extent they purport to expand USC Advertising Rights or USC Media Rights, and specifically, Section 8.2(b), Section 8.2(d), Section 8.5 as to Commission Events, Section 8.6 and Section 8.7; (viii) Section 9.1 as to the Coliseum and as to the Sports Arena to the extent inconsistent with Section 6.6 of this Lease, Section 9.2 and Section 9.3; (ix) Section 10.1; (x) Article 11 in its entirety; (xi) Article 12 to the extent that any of the provisions therein conflict or are inconsistent with the LAFC Lease Documents, including the Tenant NDA; (xii) Sections 13.1 and 13.4 to the extent of any conflict or inconsistency with the terms of the LAFC Lease Documents, including the Tenant NDA; (xiii) Sections 14.1 and 14.3, in each case to the extent relating to Section 4.3 of the Current USC Lease; (xiv) Sections 15.2, 15.3, 15,4, 15.5, 15.6, 15.7, 15.8, ,15.9 and 15.10, and Section 15.11 to the extent of any conflict or inconsistency with the terms of the LAFC Lease Documents; (xv) Sections 16.1, 16.2 and 16.6, in each case to the extent of any conflict or inconsistent with the Tenant NDA or with respect to any obligations related to the Coliseum Site, Section 16.3, Section 16.4, Section 16.5, Section 16.7, and Sections 16.8 and 16.9; (xvi) Article 17 (except Sections 17.15 through 17.18, in each case to the extent not in conflict or inconsistent with the LAFC Lease Documents, including the Tenant NDA and, with respect to Sections 17.15 through 17.17, to the extent needed to interpret the meaning of the provisions of the Current USC Lease); (xvii) Article 18 in its entirety; and (xviii) the Glossary and Exhibits to the extent pertaining to sections or provisions of the Current USC Lease not applicable to Tenant and/or the Premises, as described above.

(b) The following provisions of the USC NDA Lease are inapplicable to Tenant and this Lease: (i) all of the inapplicable terms of the Current USC Lease in clause (a) above to the extent contained in the USC NDA Lease, and for purposes of this clause (i), the substantive provisions of the Articles and Sections referenced shall govern or control over any conflicts in numbering between the Current USC Lease and the USC NDA Lease; (ii) Section 3.5 to the extent in conflict or inconsistent with the LAFC Lease Documents, including this Lease and the Tri-Party Agreement; (iii) Article 4; (iv) Article 6 (except Section 6.4, to the extent applicable to the Premises and without expanding Landlord's rights hereunder); (v) Section 7.2; (vi) the last two sentences of Section 8.4; (vii) Sections 15.2, 15.5, 15.6, 15.7, 15.8, 15.9 and 15.10, and Section 15.11 to the extent of any conflict or inconsistency with the LAFC Lease Documents; (viii) Article 16; (ix) Article 17 (except Sections 17.14 through 17.17, in each case to the extent not in conflict or inconsistent with the LAFC Lease Documents, including the Tenant NDA and, with respect to Sections 17.14 through 17.16, to the extent needed to interpret the meaning of the provisions of the USC NDA Lease); and (xi) the Glossary and Exhibits to the extent pertaining to sections or provisions of the USC NDA Lease not applicable to Tenant and/or the Premises, as described above.

(c) The following provisions of the 2054 Lease are inapplicable to Tenant and this Lease: (i) all of the inapplicable terms of the Current USC Lease and USC NDA Lease in clauses (a) and (b) above to the extent contained in the 2054 Lease, and for purposes of this clause (i), the substantive provisions of the Articles and Sections referenced shall govern or control over any conflicts in numbering between the 2054 Lease and the other USC Leases; (ii) Sections 3.1, 3.2

and Article 4 to the extent in conflict or inconsistent or modified by the terms of the Tri-Party Agreement; (iii) Article 12 to the extent in conflict or inconsistent with the terms of the LAFC Lease Documents, including the Tenant NDA; (iv) Section 15.8 to the extent in conflict or inconsistent with the terms of the LAFC Lease Documents; (v) Article 17 (except Sections 17.14 through 17.17, in each case to the extent not in conflict or inconsistent with the LAFC Lease Documents, including the Tenant NDA and, with respect to Sections 17.14 through 17.16, to the extent needed to interpret the meaning of the provisions of the 2054 Lease); and (xi) the Glossary and Exhibits to the extent pertaining to sections or provisions of the 2054 Lease not applicable to Tenant and/or the Premises, as described above.

29.1.6 **Specific Provisions**. Without limiting or modifying the terms of Section 29.1.5 above, Landlord further acknowledges and agrees as follows with respect to the USC NDA: (i) Landlord shall not exercise any rights under Section 5 of the USC NDA for so long as this Lease is in effect and Tenant has not ceased to occupy the Premises, provided that Tenant shall be deemed to cease to occupy the Premises for purposes of this clause (i) only if Tenant occupies as a holdover tenant or has abandoned or surrendered the Premises; (ii) Landlord's approval of the Tenant NDA will be Landlord's agreement to recognize and be bound by the priority for event scheduling terms of the Tenant NDA as to MLS Home Games (as defined in the Tenant NDA as approved by Landlord); (iii) Premises Parking Areas shall be the subject of the seasonal Landlord Ancillary Agreement contemplated under Section 6.12.1 hereof and not a Special Event parking permit; (v) Section 9.4 of the USC NDA is inapplicable to Tenant, the Premises and this Lease; (vi) Section 11.2 of the USC NDA is inapplicable to Tenant and this Lease to the extent of any conflict or inconsistency with the LAFC Lease Documents; and (vii) Section 11.4 of the USC NDA is inapplicable to Tenant, the Premises and this Lease.

29.2 **Landlord's Representations and Warranties**. Landlord hereby makes the following representations and warranties to Tenant as of the Execution Date, which shall be deemed remade as of the Delivery Date (and, as a Delivery Requirement hereunder, must remain true, accurate and complete as of the Delivery Date):

29.2.1 **Sports Arena Agreements**. A true, correct and, to Landlord's present, actual knowledge, complete copy of (A) the Sports Arena Ground Leases are set forth on **Exhibit N-1** attached hereto, (B) the USC Lease is set forth on **Exhibit N-2** attached hereto, (C) the USC NDA is set forth on **Exhibit N-3** attached hereto, (D) the Sports Arena Option Agreement is set forth on **Exhibit N-4** attached hereto; (E) the Joint Powers Agreement is set forth on **Exhibit N-5** attached hereto, (F) the USC NDA Lease is attached to the USD NDA on Exhibit E thereto, and (G) the 2054 Lease is attached to the Sports Arena Option Agreement on Schedule 4 thereto; (ii) that as of the Execution Date, to Landlord's present, actual knowledge, the Sports Arena Agreements have not been Modified by any Modification other than the Boundary Documents and the LAFC Lease Documents; (iii) that, to Landlord's present, actual knowledge, the Sports Arena Agreements are in full force and effect and have not been terminated; (iv) that, to Landlord's present, actual knowledge, no default, event of default or like condition or circumstance which, with the giving of notice or passage of time, or both, will give rise to a default or event of default by either Landlord, the Commission or the District exists under the Sports Arena Agreements; and (v) without limiting the foregoing, no notice of default or termination has been given or received by Landlord under any of the Sports Arena Agreements.

29.2.2 **NCAA Approval**. Landlord has made all submittals and disclosures required and obtained all approvals, consents or authorizations that are necessary or required from the National Collegiate Athletic Association ("**NCAA**") with respect to this Lease and Landlord's execution hereof, and that no action taken by the NCAA with respect to Landlord's execution and delivery of this Lease or Landlord's performance hereunder shall in any event affect the validity, effect or enforceability of this Lease.

29.2.3 **Due Authorization and Execution**. Landlord has full right, title, authority, and capacity to execute, deliver and perform this Lease and the Memorandum of Lease; the execution and delivery of this Lease and the Memorandum of Lease have been duly authorized by all requisite actions of Landlord; this Lease is the valid, binding, and enforceable obligation of Landlord; and neither the execution of this Lease and the Memorandum of Lease nor the consummation of the transactions they contemplate violates or will result in a violation of (i) any agreement (including Landlord's organizational documents), contract, or other covenant, condition or restriction to which Landlord is a party or is bound, including the Sports Arena Agreements, (ii) any judgment, order, writ, injunction or decree issued against or imposed upon Landlord or the Premises, or (iii) any applicable Law.

29.2.4 **No Litigation**. There is no existing or, to Landlord's present, actual knowledge, pending or threatened litigation, suit, action, or other Dispute Resolution Proceeding before any court or administrative agency affecting Landlord or the Premises that may bind Tenant or the Premises after the Execution Date, subject Tenant to any liability, cost or expense or otherwise Adversely Affect Tenant.

29.2.5 **No Pending Condemnation; No Special Assessments**. There is no existing or, to Landlord's present, actual knowledge, pending or threatened (i) Condemnation affecting any portion of the Master Premises or the Freeway Sign Land, (ii) BID, CFD, special assessments, special tax districts or outstanding obligations (contingent or otherwise) to any Governmental Authority, in each case affecting the Premises (collectively, "**Assessments**"), or (iii) public improvements in, about, outside or appurtenant to the Premises, or any impact or development fees or other similar costs related to the construction of any improvements on the Master Premises or in Exposition Park prior to the Delivery Date, in each case that may bind Tenant after the Delivery Date, subject Tenant to any tax, liability, cost or expense or otherwise Adversely Affect Tenant, except in the case of clauses (ii) and (iii) above, as may be shown on the tax bills for the Premises delivered by Landlord to Tenant (including the adjusted property tax bill for fiscal tax year 2014-2015 and two supplemental property tax bills for fiscal tax year 2013-2014).

29.2.6 **No Pending Construction or Liens**. No Construction has been performed on the Premises for the past six (6) months and Landlord is not now a party to any contract for any Construction with respect to the Premises. No Person has the right to claim any mechanic's, vendor's, laborer's, or material supplier's statutory lien or other similar lien arising from any services, labor, materials, equipment or supplies furnished to the Premises by or on behalf of Landlord.

29.2.7 **No Leases or Contracts**. Tenant is the only sublessee of Landlord of the Premises; Landlord has granted to no other Person any right to sublease, use, or occupy the Premises at any time following the Delivery Date; the Premises is free of any right of possession or claim of right of possession in any Person claiming through Landlord other than Tenant; there exist no options to lease, rights of first offer to lease or rights of first refusal to lease the Premises or any portion thereof except as described in this Lease; there are no Existing Leases in effect and Landlord shall not enter into any Existing Leases at any time following the Execution Date; other than the Sports Arena Agreements and the Permitted Exceptions, there are no Existing Contracts of any kind in effect with respect to the Premises as of the Execution Date except for those that (i) shall expire, or (ii) be terminated by Landlord, in each case effective before or as of the Delivery Date, and Landlord shall satisfy all Existing Obligations under any such terminated Existing Contracts.

29.2.8 **No Employees**. There are no employees of the Premises who will become employees of Tenant or for which Tenant shall be responsible in any way, and there are no collective bargaining agreements, other union contracts of any nature, pension plans or other benefit plans of any nature in existence to which Landlord is a party and which affect the Premises or the operation thereof.

29.2.9 **No Mortgage**. Landlord hereby represents and warrants that there is no Mortgage or superior ground lease encumbering the Premises, except for the Sports Arena Ground Leases and the USC Lease.

29.2.10 **Bankruptcy**. Landlord has not (A) made a general assignment for the benefit of creditors, (B) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Landlord's, or such tenant's, creditors, as the case may be, (C) suffered the appointment of a receiver to take possession of all, or substantially all, of Landlord's, or such tenant's, assets, as the case may be, which remains pending, (D) suffered the attachment or other judicial seizure of all, or substantially all of Landlord's, or such tenant's, assets, as the case may be, which remains pending, (E) admitted in writing its inability to pay its debts as they come due, or (F) made an offer of settlement, extension or composition to its creditors generally.

29.2.11 **ERISA**. Neither Landlord nor any of its Affiliates is a "disqualified person" under Section 4975(e) of the Internal Revenue Code of 1986, as amended (the "**Code**"), or a "party in interest" within the meaning of Section 3(14) of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), with respect to Tenant or any investor therein, and Landlord has not entered into any contracts or other agreements with any party which is a "disqualified person" as defined in the Code or a "party in interest" within the meaning of Section 3(14) of ERISA, with respect to Tenant. At Tenant's request, Landlord shall furnish Tenant with any certifications of Landlord or other information which Tenant or a Leasehold Mortgagee reasonably requests in order to insure compliance with the Code and ERISA.

29.2.12 **OFAC**. Landlord and each person or entity owning an interest in Landlord is (i) (A) not currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, Department of the Treasury ("**OFAC**") and/or on any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation (collectively, the "**List**"), and (B) not a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States, (ii) none of the funds or other assets of Landlord constitute property of, or are beneficially owned, directly or indirectly, by any Embargoed Person (as hereinafter defined), (iii) no Embargoed Person has any interest of any nature whatsoever in Landlord (whether directly or indirectly), and (iv) Landlord has implemented procedures, and will consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times. As used herein, the term "**Embargoed Person**" means any person, entity or government subject to trade restrictions under U.S. law, including but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. §1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Orders or regulations promulgated thereunder with the result that the Landlord is in violation of Law. Landlord also shall require, and shall take reasonable measures to ensure compliance with the requirement, that no person who owns any other direct interest in Landlord is or shall be listed on any of the Lists or is or shall be an Embargoed Person.

29.2.13 **Prior USC Agreement**. The Prior USC Agreement does not now and will not at any time after the Execution Date apply to Tenant.

29.2.14 **Existing Sports Arena Personalty**. As of the Delivery Date, Landlord shall be the sole owner of any Existing Sports Arena Personalty remaining at the Premises, free and clear of all liens, claims and encumbrances and there is no Person that has any right or claim of ownership or possession whose consent is required to allow Tenant to demolish, destroy and remove all such Existing Sports Arena Personalty from the Premises, following the Delivery Date, in connection with the demolition of the Existing Sports Arena Improvements pursuant to the Initial Development. Landlord

hereby waives and releases Tenant from liability for all Claims related to such Existing Sports Arena Personalty and any damage thereto and Indemnifies Tenant from and against any Claims made by any third party Person related thereto.

29.2.15 **No Violations**. (i) Landlord is not subject to any existing or pending or, to Landlord's present, actual knowledge, threatened investigation by any Governmental Authority under any Environmental Laws related to any Hazardous Substances or Hazardous Substances Discharge on or from the Premises, and (ii) Landlord has received no notice and has no present, actual knowledge of any material violations of Laws with respect to the Premises, including Environmental Laws, that have not been cured or that may subject Tenant to any cost, liability or expense after the Execution Date.

29.2.16 **Knowledge**. The phrase "Landlord's present, actual knowledge" and other phrases of similar import shall mean the present, actual knowledge of Dan Stimmler and Laurie Stone.

29.3 **Landlord's Covenants and Agreements**.

29.3.1 **No Adverse Effect**. Subject to Section 31.11 hereof, Landlord will not do or permit, or agree to enter into any transaction or agreement or use with respect to the Premises prior to the Delivery Date, or undertake or permit, any action or proceeding with respect to or affecting the Premises or the Stadium Project (except at the request or with the consent of Tenant) which would: (a) limit, impair, decrease, modify, waive, release, terminate, or otherwise adversely affect any of Tenant's rights, titles, interests, options, benefits, privileges and remedies under this Lease, the LAFC Lease Documents or any other agreement entered into by Tenant with respect to the Stadium Project as to which Landlord has actual knowledge of the terms and provisions (collectively, the "**Known Documents**"), (b) subject Tenant to any new liability, obligation, cost or expense or otherwise increase Tenant's existing obligations (economic or otherwise) or liabilities under this Lease or otherwise in connection with the Stadium Project and the development, financing, Construction, use and operation of the Premises, or (c) interfere with, delay, prevent or otherwise adversely affect Tenant, the Premises or the Stadium Project including any Approvals required in connection therewith, and the Construction, operation and uses thereof in accordance with this Lease and all applicable Approvals, provided that Landlord's scheduling of events at the Premises that occur prior to the Delivery Date in accordance with the terms of this Lease shall not violate or be deemed to violate this covenant. Without limiting the foregoing, as used in this Lease, the term "**Adversely Affect(s) Tenant**" shall mean and refer to any act, omission, condition, matter, agreement taken or authorized by Landlord (in its capacity as Landlord and not as Coliseum Operator) that violates any of the matters covered under clauses (a), (b) or (c) above, subject to the proviso thereto.

29.3.2 **Off-Site Areas**. Subject to Section 31.11 hereof, Landlord (in its capacity as Landlord and not as Coliseum Operator) will not take any action to impair any of Tenant's off-site rights under any of the LAFC Lease Documents, including any Stadium Ancillary Areas, and Landlord agrees to take any and all commercially reasonable action to maintain exclusive use and control over the Freeway Sign, including committing to a new lease for the Freeway Sign pursuant to Section 3.5 of the USC Lease in the event any of the conditions therein arises that would terminate, adversely affect or otherwise Modify Landlord's rights with respect to the full use of the Freeway Sign and Freeway Sign Land.

29.3.3 **Coliseum Use by Tenant**. Subject to Section 31.11 hereof, Landlord will not do or permit, or agree to enter into any transaction or agreement or use of the Coliseum Site or undertake or permit any action or proceeding with respect to or affecting the Coliseum Site which would limit, impair, decrease, modify, waive, release, terminate, or otherwise adversely affect any of Tenant's rights under Sections 6.3.1 through 6.3.3, provided that Landlord shall not be in breach or violation of this

Section 29.3.3 if (x) Landlord shall have previously scheduled an event on a date that Tenant subsequently requests pursuant to any of Sections 6.3.1 through 6.3.3 or (y) Landlord takes a voluntary action that prevents Tenant from using the Coliseum Site during one or more calendar years so long as Tenant's Carryover Rights are preserved as provided in Section 6.3.1 hereof.

30. MLS PROVISIONS.

30.1 **Defined Terms**. As used in this Lease, the following terms shall have the meanings set forth below:

(i) "**Field of Play**" shall mean, collectively and such term may be amended pursuant to the MLS Rules from time to time, (i) the entire playing surface in the Stadium up to and including the field board signage; (ii) all equipment on the field, including, without limitation, goals, benches, bench shields, corner flags, and hydration equipment; and (iii) the open areas, concert stages, temporary or permanent hospitality areas, plaza areas, stadium retaining/concourse walls, railings, seating bowl, and any other areas extending thirty (30) feet up and out from the field boards when set in the standard MLS field board position (provided that if any portion of the field retaining wall is further than thirty (30) feet from the standard MLS field board position, then such area shall include from the field boards up to and including the field retaining wall and further provided that the standard MLS field board position shall be no less than six (6) feet and preferably eight (8) feet from the touchlines and endlines).

(ii) "**MLS Rules**" shall mean, collectively and as the same may be amended, (a) the MLS Constitution, (b) the Collective Bargaining Agreement between MLS and the Major League Soccer Players Union (and any extension, replacement or other subsequent collective bargaining agreement involving MLS players), (c) the Group License Agreement between MLS and the Major League Soccer Players Union (and any extension, replacement or other subsequent group license agreement involving MLS players), (d) the Rights Agreement between MLS and SUM dated as of January 1, 2012, (e) each of the MLS Agreements, (f) each of the rules, regulations, memoranda, resolutions, policies, procedures, interpretations and directives of the MLS Board of Governors and/or the commissioner of MLS (except to the extent adopted in bad faith), including, without limitation, the MLS Club Commercial Guidelines, the MLS Broadcast Manual and the MLS Venue Design Guide, (g) each of the rules, regulations, memoranda, resolutions, policies, procedures, interpretations and directives of the SUM Board of Governors and/or the chief executive officer of SUM (except to the extent adopted in bad faith), (h) all agreements between MLS and any player, (i) any other agreements and arrangements to which MLS is or becomes subject or by which MLS or its assets are become bound, in each case (including the MLS Agreements) as they may be adopted, amended or modified from time to time and including the custom and practice thereunder, (j) each of the SUM Agreements, (k) the Rights Agreement between MLS and SUM dated as of January 1, 2012, and (l) any other agreements and arrangements to which SUM is or becomes subject or by which SUM or its assets are or become bound, in each case as they may be adopted, amended or modified from time to time (except to the extent any of the foregoing clauses conflict with the Expansion Agreement).

(iii) "**SUM**" shall mean Soccer United Marketing, LLC, a Delaware limited liability company.

30.2 **MLS Rules and MLS Requirements**. The Parties acknowledge that Tenant has agreed with MLS that the Stadium Field and the use thereof shall comply with, the terms of the MLS Rules. Tenant further represents and warrants to Landlord that MLS has confirmed that, as of the Effective Date, the terms, conditions and provisions of this Lease do not conflict with the MLS Requirements. If, as a

result of any amendment or modification to this Lease and/or to the MLS Requirements following the Effective Date, a material conflict arises between the MLS Requirements and this Lease and MLS shall have Notified Tenant and Landlord of such conflict, then as promptly as reasonably possible following MLS's delivery of such Notice to Tenant and Landlord, MLS, Tenant and Landlord shall commence in good faith to attempt to resolve such conflict by telephonic or face-to-face negotiations that shall include representatives of each such entity 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 conflict, including, to the extent reasonably acceptable to all three entities, modifying the Lease to remove the conflict or taking such other action to make MLS whole or waiver of the conflict by MLS.

30.3 **MLS Third-Party Beneficiary**. MLS is and shall be a direct intended third-party beneficiary of all of the terms of this Article 30 of the Lease. As such, MLS shall have the right (but not the obligation) to (a) cure a Tenant Default under the Lease in accordance with Section 30.4 below, and (b) enforce the terms of this Article 30 of the Lease against the Landlord. Further, Landlord acknowledges that, as between Tenant and MLS, Tenant is solely responsible for the performance of all obligations of Tenant unless such obligations have been assumed by MLS in a written assignment and assumption agreement executed by MLS.

30.4 **MLS Step-In Rights**.

30.4.1 **Step-In Rights**. Landlord and Tenant agree that if (i) a Tenant Default occurs, or (ii) MLS terminates Tenant's right to operate the Club pursuant to the MLS Documents, then, before Landlord may terminate this Lease or Tenant's right to possession, MLS shall have the right (but not the obligation) to assume all of the benefits and obligations (including the obligations to cure any Tenant Default) of the Tenant pursuant to this Lease by providing written Notice to Landlord within one hundred thirty-five (135) days after (i) the date Landlord Notifies Tenant that a Tenant Default has occurred, which Notice shall include a statement in reasonable detail as to the nature, extent and/or amount, as the case may be, of such Tenant Default that remains uncured as of the date of such Notice, or (ii) the date MLS terminates Tenant's right to operate the Club pursuant to the MLS Documents, whichever occurs first (the "**Step In Period**"); provided, however, that during the Step In Period, Landlord may (1) seek a final non-appealable order that a Tenant Default has occurred and is continuing, and (2) take action to recover against Tenant for any amounts then due to Landlord from Tenant.

30.4.2 **Assumption and Cure**. If, during the Step In Period, a new Person acquires the rights to operate an MLS team in the City, then such new Person immediately shall assume this Lease and shall cure any Tenant Default (including, without limitation, all Monetary Defaults), but excluding any Tenant Specific Defaults that are not curable by such new Person. During the Step In Period, MLS may either (i) cure any Tenant Default as it then exists on an interim basis until such new Person acquires the rights to operate a team in the City, or (ii) not cure any Tenant Default but have no rights to enforce this Lease against Landlord other than with respect to this Section 30.

30.4.3 **Notices**. Landlord shall provide MLS with any Default Notice delivered to Tenant hereunder, and MLS's right to step-in under this Section 30.4 with respect to a Tenant Default shall commence upon MLS's receipt of Landlord's Notice pursuant Section 30.4.1 above. Upon delivery to Landlord of MLS's Notice during the Step In Period that MLS or a new Person has assumed all of the benefits and obligations of Tenant under this Lease (including a copy of the written, executed and delivered assignment and assumption agreement executed between Tenant and MLS or such new Person, as applicable), MLS or such New Person immediately shall cure all Tenant Defaults (including, without limitation, all Monetary Defaults), but excluding any Tenant Specific Defaults that are not curable by MLS or such new Person.

30.5 **Stadium Field Requirements**. Without limiting or modifying any other provision in the Lease, including this Section 30.5, the Parties acknowledge and agree as follows: (i) MLS shall control all commercial rights in the Field of Play at all times, excluding USC Advertising Rights and USC Media Rights; (ii) Landlord shall not take any action that will prevent MLS from controlling all commercial rights in the Field of Play at any times other than during a Landlord Event; (iii) the playing field in the Stadium shall meet the technical requirements and specifications required by Tenant and/or MLS from time to time; (iv) at no time shall Landlord modify the playing field in any manner that causes the playing field to violate such technical requirements and specifications as have been expressly disclosed in writing to Landlord prior to Landlord's use of the playing field, including, without limitation, during any USC Field Event; and (v) MLS shall have the priority scheduling rights with respect to the Stadium Field set forth in Section 6.11.

30.6 **MLS Broadcasts**. Landlord and Tenant each hereby acknowledge that MLS shall own all copyright to MLS broadcasts.

31. MISCELLANEOUS

31.1 **Costs and Expenses; Attorney's Fees**. In the event of any litigation or dispute between the Parties, or claim made by either Party against the other, arising from this Lease or the landlord-tenant relationship under this Lease, or a Party's enforcement of this Lease upon a Default, or to enforce or interpret this Lease or seek declaratory or injunctive relief in connection with this Lease, or to exercise any right or remedy under or arising from this Lease, or to regain or attempt to regain possession of the Premises or terminate this Lease, or in any Bankruptcy Proceeding affecting the other Party to this Lease, then the prevailing Party shall be entitled to reimbursement from the other Party of all of its reasonable out-of-pocket third party costs and expenses incurred in connection with such litigation, dispute, claim or other action described above, including reasonable, third party, out-of-pocket attorneys', consultants' and expert witness fees, court costs and litigation related fees and costs, including in connection with any appeal, in any Bankruptcy Proceeding, or the enforcement and collection of any judgment. If either Party requests any amendment or Modification to this Lease, then such Party shall reimburse the other Party's reasonable attorneys' fees and costs incurred in considering, reviewing, and otherwise processing such request.

31.2 **No Consequential Damages**. Whenever either Party may seek or claim damages against the other Party (whether by reason of a breach of this Lease by such Party, in enforcement of any indemnity obligation, for misrepresentation or breach of warranty, or otherwise), neither Landlord nor Tenant shall seek, nor shall there be awarded or granted by any court, arbitrator, or other adjudicator, any speculative, consequential, collateral, special, punitive, or indirect damages, whether such breach shall be willful, knowing, intentional, deliberate, or otherwise. The Parties intend that any damages awarded to either Party shall be limited to actual, direct damages sustained by the aggrieved Party. Neither Party shall be liable for any loss of profits suffered or claimed to have been suffered by the other except that Landlord shall be entitled to pursue loss of Rents as provided in Section 23.2.6, subject to the terms of this Lease.

31.3 **No Merger**. If the Leasehold Estate and the Landlord's Estate are ever commonly held, they shall remain separate and distinct estates (and not merge) without Leasehold Mortgagee's and Landlord Mortgagee's consent.

31.4 **No Waiver by Silence**. Failure of either Party to complain of any act or omission on the part of the other Party shall not be deemed a waiver by the non-complaining Party of any of its rights under this Lease. No waiver by either Party at any time, express or implied, of any breach of this Lease

shall waive such breach or any other breach. Any waiver by a Party must be in writing and signed by the Party sought to be bound by such waiver.

31.5 **Performance Under Protest**. If a dispute arises regarding performance of any obligation under this Lease, the Party against which such obligation is asserted shall have the right to perform it under protest, which shall not be regarded as voluntary performance. A Party that has performed under protest may institute appropriate proceedings to recover any amount paid or the reasonable cost of otherwise complying with any such obligation, with interest at the Prime Rate.

31.6 **Survival**. All rights and obligations that by their nature are to be performed after any termination of this Lease shall survive any such termination; provided, however, except as otherwise expressly provided herein or with respect to any then ongoing Dispute Resolution Proceeding or any Claims previously made in good faith by a Party with respect to any Indemnity hereunder, all obligations and liabilities of the Parties shall end one (1) year after the Expiration Date.

31.7 **Unavoidable Delay**. Each Party's obligation to perform or observe any Non-Monetary obligation under this Lease shall be suspended during such time as such performance or observance is prevented or delayed by Unavoidable Delay.

31.8 **Confidentiality**. Landlord and its Affiliates and any other member of Landlord's Group shall not at any time use or disclose to any Person any information, knowledge or data identified to Landlord by Tenant as being confidential or proprietary information and relating to this Lease, the Stadium Project, Club, MLS or Soccer United Marketing, LLC (including information relating to accounts, financial dealings, transactions, trade secrets, intangibles, ticketholder and sponsor lists, pricing lists, processes, plans and proposals). Information which enters the public domain or is publicly available loses its confidential status hereunder so long as Landlord (or any Affiliate of Landlord or any other member of Landlord's Group) did not directly or indirectly cause such information to enter the public domain. Tenant and its Affiliates and any other member of Tenant's People shall not at any time use or disclose to any person any information, knowledge or data identified to Tenant by Landlord as being confidential or proprietary and relating to this Lease, the Stadium Project, the Premises or Landlord (including information relating to accounts, financial dealings, transactions, trade secrets, intangibles, ticketholder and sponsor lists, pricing lists, processes, plans and proposals). Information which enters the public domain or is publicly available loses its confidential status hereunder so long as Tenant (or any Affiliate of Tenant or any other member of Tenant's People) did not directly or indirectly cause such information to enter the public domain. Notwithstanding the foregoing terms of this Section 31.8, each of Landlord or Tenant may disclose confidential or proprietary information (i) internally within its organization or constituent members and to its attorneys, architects, engineers, consultants, advisors, lenders, investors and other interested parties without first obtaining the other Party's consent; provided further, that any such recipient is instructed in writing to comply with the confidentiality provisions of this Section 31.8, (ii) as reasonably required in connection with the implementation of this Lease including, any Approvals required for the Stadium Project, including in connection with the Tenant NDA, and (iii) as required by applicable Law (but not to exceed the scope of disclosure required by such Law), provided that in the case of clause (iii) above, the disclosing Party shall notify the other Party prior to making such disclosure to afford such other Party the opportunity to take such action to prevent such disclosure or to obtain an appropriate protective order or other satisfactory assurance of confidential treatment for the information required to be so disclosed. If such other Party is unable to prevent the disclosure or to obtain a protective order or other satisfactory assurance of confidential treatment for the information required to be so disclosed, and the disclosing Party determines, in its good faith business judgment, that it is compelled to disclose such confidential or proprietary information or otherwise be liable for contempt or other censure, penalty or adverse consequence, then such disclosing Party may disclose that portion of the confidential or proprietary information which it has determined it is compelled

to disclose. Each of Landlord and Tenant will not, and will cause their respective Affiliates not to, issue or cause the publication of any press release or other public announcement with respect to this Lease or the transactions contemplated hereby without the prior written consent of the other Party hereto.

31.9 **Bankruptcy Integration**. As a result of the integrated nature of this Lease and all other Stadium Project Documents to which Landlord is a party (collectively, the "**Lease Instruments**"), the Parties acknowledge that the entire agreement between Landlord and Tenant includes the Lease Instruments and the various rights and interests created therein or thereunder. Although the Lease Instruments are separate documents, Landlord and Tenant intend for the Lease Instruments to be one integrated and indivisible contractual arrangement which shall be binding on the Parties for purposes of Bankruptcy Law. Without in any way limiting the generality of the foregoing, Landlord agrees that Landlord cannot assume or reject one of the Lease Instruments without assuming or rejecting all of them, as the case may be, in any action or proceeding under Bankruptcy Law. *[For example, if Landlord was to file for bankruptcy, Landlord cannot reject this Lease and assume the USC Lease.]* Landlord acknowledges and agrees that it will not contest or challenge the enforceability or applicability of this bankruptcy integration provision, and that Landlord is not a party to the Tenant NDA or the OEA such that Landlord may not reject such documents in any Bankruptcy Proceeding. In addition, and without limiting the foregoing terms of this Section 31.9, the Parties further agree that to the extent this Lease is rejected in any Bankruptcy Proceeding, then LAFC shall in any event retain its possessory rights under Section 365(h)(i)(A)(ii), if any, with respect to the Premises upon the same terms, conditions and provisions as contained in this Lease.

31.10 **Modification of Tenant Lease Documents**. Tenant shall not, without the prior written consent of Landlord, (i) encumber, assign, amend, terminate or otherwise Modify the Tenant NDA or the OEA in a manner that would cause or result in a situation that would constitute a Landlord MAE and as to which, pursuant to and in accordance with the terms and provisions of Section 1.2(c) above, Landlord timely has demonstrated to Tenant that such encumbrance, assignment, amendment, termination or other Modification would cause or result in a situation that would constitute a Landlord MAE.

31.11 **Clarification of Rights and Obligations**. The Parties acknowledge that this Lease establishes certain rights, obligations and liabilities with respect to the Premises and each party acting in its capacity as Landlord and Tenant hereunder, but that this Lease is not intended to address the rights, obligations and liabilities of the Parties as neighbors of adjacent or proximate property generally, except as otherwise expressly provided herein. As used herein, the terms (i) "**Coliseum Operator**" shall collectively mean the owner, occupant and/or operator of the Coliseum and the other properties owned, operated and/or occupied by USC (other than the Premises), including any and all successors thereto, and (ii) "**Stadium Operator**" shall collectively mean the owner, occupant and/or operator of the Premises, including any and all successors thereto. Without limiting or modifying Landlord's and Tenant's rights, benefits, options, privileges, remedies, obligations and liabilities under this Lease in their capacity as Landlord and Tenant of and with respect to the Premises, the Parties acknowledge that, except as otherwise expressly provided in this Lease (such as, for example, Tenant's rights to use the Coliseum hereunder, Landlord's right to use the Stadium hereunder, or the Parties' rights under Section 5.5.2 hereof), this Lease is not intended to address the relative rights, obligations, or liabilities as between the Coliseum Operator and Stadium Operator (each, an "**Operator**") in their respective capacities as such Operator of adjacent or proximate properties, so that, except as otherwise expressly provided in this Lease:

(A) all covenants, agreements, obligations, indemnities, representations and warranties made or given by Tenant hereunder to Landlord with respect to the Premises, and any and all limitations imposed on Tenant with respect to remedies, damages or recourse that may be pursued against Landlord hereunder (including Sections 23.9, 27, 31.1 and 31.2), in each case

will not apply with respect to, or inure to the benefit of, the Coliseum Operator or otherwise serve to limit any Claims, rights, remedies or recourse available to Stadium Operator at law or in equity against Coliseum Operator;

(B) nothing in this Lease will limit, modify, waive, release, terminate or adversely affect any duties, liabilities or obligations that Coliseum Operator may have to Stadium Operator under applicable Laws;

(C) all covenants, agreements, obligations, indemnities, representations and warranties made or given by Landlord hereunder to Tenant with respect to the Premises, and any and all limitations imposed on Landlord with respect to remedies, damages or recourse that may be pursued against Tenant hereunder (including Sections 23, 31.1 and 31.2), in each case will not apply with respect to, or inure to the benefit of, the Stadium Operator or otherwise serve to limit any Claims, rights, remedies or recourse available to Coliseum Operator at law or in equity against Stadium Operator;

(D) nothing in this Lease will limit, modify, waive, release, terminate or adversely affect any duties, liabilities or obligations that Stadium Operator may have to Coliseum Operator under applicable Laws; and

(E) this Lease will not cover any act, omission, condition, matter or agreement taken, agreed to, authorized or permitted by either Operator in good faith in its capacity as Operator (collectively, an "**Operator Act**") vis a vis the other Operator which would have any one or more effects that would or may be prohibited by such Party as Landlord or Tenant, as applicable, hereunder (a "Lease Prohibited Action"); provided, however (1) any such Operator Act that would cause a Lease Prohibited Action will be undertaken by the applicable Operator at its sole risk subject to the terms of clauses (A), (B), (C) or (D) above, as applicable, and without either party waiving any rights under this Lease if it is determined that such Operator Act was in fact an act by such Party in its capacity as Landlord or Tenant, as applicable, hereunder, and (2) if there is a reasonable likelihood that the effect of such Operator Act would be a Lease Prohibited Action, then the applicable Operator shall (a) provide Notice to the other Operator at least ten (10) Business Days in advance of commencing, taking or allowing the Operator Act, which Notice shall contain a reasonably detailed description of the nature and extent of the Operator Act, together with any supporting information or materials, and (b) consult with the other Operator with respect to such Operator Act and potential steps that may be taken to eliminate or minimize such adverse effect. *[By way of example, if construction on the Coliseum Site by or on behalf of Landlord creates any damage to the Premises, Landlord's construction activities are being undertaken as the Coliseum Operator and not the Landlord under this Lease. Accordingly, Tenant as the Stadium Operator may pursue any and all rights and remedies available to Tenant at law or in equity with respect to such damage claim and Tenant's rights shall be free of any limitations on damages or recourse under this Lease. Similarly, if Tenant's construction on the Premises damages the Coliseum Site, Tenant's indemnification to Landlord under this Lease would not cover such damage claim since Landlord will have incurred such damage as the Coliseum Operator and not as the Landlord under this Lease, and Landlord as the Coliseum Operator may pursue any and all rights and remedies available to Landlord at law or in equity with respect to such damage claim and Landlord's rights shall be free of any limitations on damages or recourse under this Lease.]*

Anything in this Section 31.11 to the contrary notwithstanding, nothing in this Section 31.11 shall be interpreted or deemed to authorize Landlord or Tenant to breach or violate any of the terms, conditions or provisions of this Lease.

32. INTERPRETATION, EXECUTION, AND APPLICATION OF LEASE.

32.1 **Captions**. The captions of this Lease are for convenience and reference only. They in no way affect this Lease.

32.2 **Counterparts**. This Lease may be executed in any number of counterparts and by different Parties to this Lease in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Lease. Delivery of an executed counterpart of a signature page to this Lease via facsimile transmission or .pdf email transmission shall be effective as delivery of a manually executed counterpart of this Lease. Subject to the other provisions hereof, this Lease shall become effective when each of the Parties has received a counterpart of this Lease executed by the other Party to this Lease or a copy of such executed Lease signed in counterparts.

32.3 **Delivery of Drafts**. Neither Party shall be bound by this Lease unless and until such Party shall have executed and delivered at least one counterpart of this Lease. The submission of draft(s) or comment(s) on drafts shall bind neither Party in any way. Such draft(s) and comment(s) shall not be considered in interpreting this Lease.

32.4 **Entire Agreement**. This Lease, together with the Tri-Party Agreement, contains all terms, covenants, and conditions about the leasing of the Premises from Landlord to Tenant. As of the Execution Date, the Parties have no other understandings or agreements, oral or written, about the leasing of the Premises from Landlord to Tenant or Tenant's use or occupancy of, or any interest of Tenant in, the Premises. Nothing herein is intended to limit or modify the terms of any of the LAFC Lease Documents.

32.5 **Governing Law**. This Lease, its interpretation and performance, the relationship between the Parties, and any disputes arising from or relating to any of the foregoing, shall be governed, construed, interpreted, and regulated under the laws of the State, without regard to principles of conflict of laws.

32.6 **Partial Invalidity**. If any term or provision of this Lease or its application to any Party or circumstance shall to any extent be invalid or unenforceable, then the remainder of this Lease, or the application of such term or provision to persons or circumstances except those as to which it is invalid or unenforceable, shall not be affected by such invalidity. All remaining provisions of this Lease shall be valid and be enforced to the fullest extent Law allows.

32.7 **Reasonableness**. Wherever this Lease states that a Party shall not unreasonably withhold approval: (a) such approval shall not be unreasonably delayed or conditioned; (b) no withholding of approval shall be deemed reasonable unless withheld by Notice specifying reasonable grounds, in reasonable detail, for such withholding; and (c) if a Party Notifies the requesting Party that it either grants its consent to any matter, or that it has no objection to the subject matter of the consent (which shall be deemed to be a consent hereunder) to any matter, this shall not waive its rights to require such consent for any further or similar matter.

[Signatures on Next Page.]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the Commencement Date.

LANDLORD:

UNIVERSITY OF SOUTHERN CALIFORNIA, a California nonprofit public benefit corporation

By: Todd Dickey 12-2-15
Name: Todd R. Dickey
Title: Senior Vice President, Administration

TENANT:

LAFC SPORTS, LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the Commencement Date.

LANDLORD:

UNIVERSITY OF SOUTHERN CALIFORNIA, a California nonprofit public benefit corporation

By:_____
Name:_____
Title:_____

TENANT:

LAFC SPORTS, LLC, a Delaware limited liability company

By: [signature]
Name: LARRY S. FRIEDMAN
Title: EVP

Attachments:

Exhibit A -	Site Plan
Exhibit B-1 -	Legal Description of Premises (a/k/a the Sports Arena Site) prior to the Boundary Adjustment under the Boundary Documents
Exhibit B-2 -	Legal Description of Premises (a/k/a the Sports Arena Site) after the Boundary Adjustment under the Boundary Documents
Exhibit C -	Notice Addresses (Including Required Copy Recipients)
Exhibit D -	Form of Estoppel Certificate
Exhibit E -	Market Value Determination Process
Exhibit F -	General Scope of Development
Exhibit G -	Preliminary List of Approvals
Exhibit H -	Landlord Cooperation Actions
Exhibit I -	Depiction of Freeway Sign
Exhibit J -	Landlord Parking Areas
Exhibit K -	Form of Memorandum of Lease
Exhibit L -	Permitted Exceptions
Exhibit M -	Form of Surety Bond
Exhibit N-1 -	Sports Arena Ground Leases
Exhibit N-2 -	USC Lease
Exhibit N-3 -	USC NDA
Exhibit N-4 -	Sports Arena Option Agreement
Exhibit N-5 -	Joint Powers Agreement
Exhibit O -	Signage Plan
Schedule 1 -	Insurance to be Maintained by Builders and Design Professionals

EXHIBIT A
SITE PLAN

[See the following two (2) pages depicting the Coliseum Property and Sports Arena Property boundaries, containing illustrative renderings of the Sports Arena Site as of the Execution Date and the LAFC Premises Improvements. The boundary of the Sports Arena Property / LAFC Premises and the improvements shown on the attached site plans are for illustration purposes only and no representation or warranty is made with respect thereto. For clarity, Exhibit B-2 attached to this Lease provides the precise boundary description of the LAFC Premises.]

South Lawn

N. Coliseum Drive

Menlo Avenue

Figueroa Street

COLISEUM PROPERTY

DISTRICT PARCEL

SPORTS ARENA PROPERTY/PREMISES

South Lawn

N. Coliseum Drive

Menlo Avenue

Figueroa Street

COLISEUM PROPERTY

DISTRICT PARCEL

SPORTS ARENA PROPERTY/PREMISES

EXHIBIT B-1
LEGAL DESCRIPTION OF PREMISES (A/K/A THE SPORTS ARENA SITE)
PRIOR TO THE BOUNDARY ADJUSTMENT UNDER THE BOUNDARY DOCUMENTS

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

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

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

ALSO EXCEPT any portion included within Lot P of said Southern District Agricultural Park.

EXHIBIT B-2

LEGAL DESCRIPTION OF PREMISES (A/K/A THE SPORTS ARENA SITE)
AFTER THE BOUNDARY ADJUSTMENT UNDER THE BOUNDARY DOCUMENTS

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

PARCEL 1:

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

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

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

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

PARCEL 2:

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

COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF FIGUEROA STREET, 100 FEET WIDE, WITH THE NORTHERLY LINE OF TRACT NO. 4719, AS SHOWN ON MAP RECORDED IN BOOK 52, PAGE 48, OF MAPS, IN THE OFFICE OF SAID RECORDER; THENCE ALONG SAID WESTERLY LINE, NORTH 00° 07' 55" WEST 40.60 FEET TO THE TRUE POINT OF BEGINNING; THENCE ALONG SAID

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

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

PARCEL 3:

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

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

COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF FIGUEROA STREET, 100 FEET WIDE, WITH THE NORTHERLY LINE OF TRACT NO. 4719, AS SHOWN ON MAP RECORDED IN BOOK 52, PAGE 48, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG SAID WESTERLY LINE, N00°03'50"W 40.60 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE, N00°03'50"W 640.76 FEET TO THE TRUE POINT OF BEGINNING OF THIS EXCEPTION PARCEL; THENCE S89°57'10"W, 222.00 FEET TO THE WEST LINE OF SAID LOT P; THENCE N00°03'50"W, ALONG SAID WEST LINE, 43.16 FEET TO THE NORTHWEST CORNER OF SAID LOT P; THENCE S89°52'37"E, ALONG THE NORTH LINE OF SAID LOT P, 222.00 FEET TO THE NORTHWEST CORNER OF SAID LOT P, SAID POINT BEING ON THE WESTERLY LINE OF FIGUEROA STREET; THENCE S00°03'50"E, ALONG SAID WESTERLY LINE, 42.50 FEET TO THE TRUE POINT OF BEGINNING.

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

THE BOUNDARY OF THE PREMISES (INCLUDING ALL OF THE FOREGOING PARCEL DESCRIPTIONS) IS ALSO KNOWN AS:

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

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

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

EXHIBIT C
NOTICE ADDRESSEES (INCLUDING REQUIRED COPY RECIPIENTS)

Party:	**Notice Address:**	**With a copy to:**
Landlord	University of Southern California University Park Campus, UGW-110 Los Angeles, California 90089 Attention: Vice President, Real Estate and Asset Management FAX: 213-821-3073	University of Southern California Office of the General Counsel ADM 352 Los Angeles, CA 90089-5013 FAX: (213) 740-3249
Tenant	LAFC Sports, LLC 4751 Wilshire Boulevard, Suite 333 Los Angeles, CA 90010 Attention: EVP Legal and Business Affairs Email: Larry.Freedman@lafc.com	Seyfarth Shaw LLP 131 South Dearborn Street, Suite 2400 Chicago, IL 60603 Attention: Gregg M. Dorman, Esq. Email: gdorman@seyfarth.com
MLS	Major League Soccer, L.L.C. 420 Fifth Avenue, 7th Floor New York, NY 10018 Attention: Deputy Commissioner Email: mark.abbott@MLSsoccer.com	Proskauer Rose LLP Eleven Times Square New York, NY 10036 Attention: Jon H. Oram, Esq. Email: JOram@proskauer.com

EXHIBIT D
FORM OF ESTOPPEL CERTIFICATE

ESTOPPEL CERTIFICATE

_____
_____
_____

Ladies and Gentlemen:

The undersigned, [UNIVERSITY OF SOUTHERN CALIFORNIA, a California nonprofit public benefit corporation ("**Landlord**") / LAFC SPORTS, LLC, a Delaware limited liability company ("**Tenant**")], the "**Certifier**" under this Estoppel Certificate, as ["Landlord" / "Tenant"] under that certain Ground Lease dated as of _____, by and between [Landlord / Tenant] and [LAFC SPORTS, LLC, a Delaware limited liability company ("**Tenant**") / UNIVERSITY OF SOUTHERN CALIFORNIA, a California nonprofit public benefit corporation ("**Landlord**")], as ["Tenant," / "Landlord"] [a memorandum of which was recorded on_____, in the Official Records of Los Angeles County, California as Instrument No._____] (as amended and modified, the "**Lease**"), conveying a leasehold interest in and to certain land described in **Exhibit A** attached hereto, in Los Angeles County, California (the "**Premises**"), hereby represents and warrants and certifies to the above-named recipient of this Estoppel Certificate (the "**Recipient**") as follows as of the date hereof, with full knowledge that Recipient, and its successors and assigns, are relying upon the truth, accuracy and completeness of such statements hereinafter contained. Capitalized terms that are used but not defined herein that are defined in the Lease shall have the meanings ascribed to them in the Lease.

1. Landlord holds Landlord's Estate in and to the Premises and the improvements thereon as "Tenant" under the USC Lease. A true, correct and accurate copy of all of the documents constituting the USC Lease. as in the Certifier's possession, is attached hereto as **Exhibit B**.

2. A true, correct and accurate copy of all of the documents constituting the Lease, as in the Certifier's possession, is attached hereto as **Exhibit C**.

3. The USC Lease is in full force and effect. Landlord has not assigned, modified, supplemented or amended the USC Lease, except as described on **Exhibit B** hereto, or leased or subleased the Premises, except pursuant to the Lease. There are no other agreements, whether oral or written, between the Commission and Landlord with respect to the USC Lease or concerning the Premises.

4. The Lease is in full force and effect. Except as and to the extent provided in the Tri-Party Agreement, Landlord has not assigned, modified, supplemented or amended the Lease or leased or subleased the Premises except as described on **Exhibit C** hereto. Except as and to the extent provided in the Tri-Party Agreement, Tenant has not modified, supplemented or amended the Lease except as described on **Exhibit C** hereto. There are no other agreements, whether oral or written, between Tenant and Landlord with respect to the Lease or concerning the Premises.

5. The term of the Lease commenced on _____, ____. The Initial Term of the Lease expires on December 31, 2054. Tenant has Extension Options to extend the Term for four (4) Extension Terms of varying duration as specified in the Lease. The net basic rent to be paid during each Extension Term, as appropriate, shall be determined in accordance with Article 4 of the Lease, subject to the terms of the Tri-Party Agreement.

6. The current Fixed Rent under the Lease is $_____ per annum, payable in equal monthly installments and has been paid in full through _____, 20__. There are no provisions for, and Landlord has no rights with respect to, terminating the Lease or increasing the Fixed Rent payable thereunder, except as expressly set forth in the Lease. The amount of the security deposit presently held by Landlord under the Lease is $0.

7. [Landlord / Tenant] has not delivered or received any Notices of Default under the Lease. There is no Default by [Landlord / Tenant] or by [Tenant / Landlord] under the Lease. To [Landlord's / Tenant's] present, actual knowledge, no event or omission has occurred which, with the giving of notice or passage of time, or both, would constitute a Default by [Tenant / Landlord] under the Lease. To the Certifier's present, actual knowledge, [Landlord / Tenant] has no defense, set-offs, basis for withholding rent, claims or counterclaims against [Tenant / Landlord] for any failure of performance of any of the terms of the Lease.

8. Tenant has no options, rights of first refusal, renewal or extension, or other rights to extend or otherwise unilaterally modify the Lease, except for the Extension Options referred to in paragraph 5, above.

9. During the Term of the Lease, Tenant shall have right, title, interest, possession and control of any and all Improvements located on the Premises, subject to Landlord's rights therein provided in the Lease. [The Construction of all Improvements required by the terms of the Lease to be made by Tenant have been completed in accordance with the terms of the Lease.] [To Landlord's present, actual knowledge,] Tenant's current use and operation of the Premises complies with any use covenants or restrictions contained in the Lease.

10. [Landlord is the record owner of Landlord's Estate, and the Lease is not subordinate, and has not been subordinated by Landlord, to any mortgage, lien or other encumbrance recorded by or at the direction of Landlord. [Except as set forth below in this paragraph 10,] Landlord has not assigned, conveyed, transferred, sold, encumbered or mortgaged Landlord's Estate or the Premises, and there are no mortgages, deeds of trust or other security interests encumbering Landlord's Estate [other than that certain _____].]

11. [No third party has any option or preferential right to purchase all or any part of the Premises or Landlord's Estate from Landlord.]

12. [Landlord has not received written notice of any pending eminent domain proceedings or other governmental actions or any judicial actions of any kind against Landlord's Estate or the Premises.]

13. There are no actions, whether voluntary or otherwise, pending against [Landlord / Tenant] pursuant to the bankruptcy or insolvency laws of the United States or any state thereof and, to the best knowledge of [Landlord / Tenant], none have been threatened.

14. [Landlord does not now and has not at any time since the commencement of the USC Lease used the Premises for the generation, manufacture, refining, transportation, treatment, storage or disposal of any hazardous substance or waste in violation of environmental laws or for any purpose which poses a substantial risk of imminent damage to public health or safety or to the environment.]

15. [Tenant does not now and has not at any time since the commencement of the Lease used the Premises for the generation, manufacture, refining, transportation, treatment, storage or disposal of any hazardous substance or waste in violation of environmental laws or for any purpose which poses a substantial risk of imminent damage to public health or safety or to the environment.]

This Estoppel Certificate shall be binding upon the undersigned and inure to the benefit of Recipient, and its or their respective successors and assigns. The undersigned, and each Person or Persons executing this Estoppel Certificate on behalf of the undersigned, have the power and authority to execute this Estoppel Certificate. The undersigned acknowledges that Recipient will rely on this Estoppel Certificate. Counterparts of this Estoppel Certificate may be executed and delivered by the undersigned by facsimile or other electronic means with the same force and effect as if the undersigned had personally delivered an executed original counterpart hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has executed this Estoppel Certificate as of _____ __, 20__.

[UNIVERSITY OF SOUTHERN CALIFORNIA,
a California nonprofit public benefit corporation]

[**LAFC SPORTS, LLC**,
a Delaware limited liability company]

By: _____
Name: _____
Title: _____

Exhibits to be added:
Exhibit A - Legal Description of Premises
Exhibit B - USC Lease and Amendments
Exhibit C - Lease and Amendments

EXHIBIT E
MARKET VALUE DETERMINATION PROCESS

Initially, a Party demonstrating the Market Value of its Landlord's Interest or Leasehold Interest, as applicable, shall cause an MAI appraisal by a reputable independent real estate appraiser to be made of the fair market value such interest, in accordance with the provisions of Section 1.1.77 of this Lease (the "**First Appraisal**"), and shall deliver a copy of the First Appraisal to the other Party. If the other Party shall not agree with the value stated in the First Appraisal, the other Party shall Notify the first Party of is disagreement within five (5) Business Days of receiving the First Appraisal and shall promptly commission its own MAI appraisal, performed by a reputable independent real estate appraiser in accordance with the provisions of Section 1.1.77 of this Lease, of the fair market value of such interest (the "**Second Appraisal**"). The other Party shall deliver a copy of the Second Appraisal to the first Party promptly upon receipt, but in no event later than sixty (60) days following the other Party's receipt of the First Appraisal.

If the greater of fair market value of such interest stated in the First Appraisal and the fair market value of such interest stated in the Second Appraisal does not exceed the lesser fair market value by more than ten percent (10%) of the amount of the lesser fair market value, then the Market Value of the interest in question conclusively shall be deemed to be the average of the two values (*i.e.,* the quotient of (a) the sum of the fair market value under the First Appraisal plus the fair market value under the Second Appraisal, divided by (b) 2).

If the greater of the two values exceeds the lesser of the two values by more than ten percent (10%), and the Parties are not able to otherwise agree, then the Market Value of the interest in question shall be determined by arbitration as follows:

(i) The Parties shall each appoint one arbitrator who shall by profession be an independent real estate appraiser (MAI) who shall have been active over the five (5) year period ending on the date of such appointment in the valuation of comparable properties, and which may be the same appraiser that performed the First Appraisal or the Second Appraisal, as applicable, for such Party. The determination of the arbitrators shall be limited solely to the issue of which Party's proposed Market Value is the closest to the actual fair market value of the interest in question (determined in accordance with Section 1.1.75 of this Lease). Each such arbitrator shall be appointed within twenty (20) days of either Party declaring an impasse in the negotiation of value.

(ii) The two (2) arbitrators so appointed shall within ten (10) days of the date of the appointment of the last appointed arbitrator agree upon and appoint a third arbitrator who shall be qualified under the same criteria set forth above for qualification of the initial two (2) arbitrators.

(iii) The three (3) arbitrators shall within twenty (20) days after the appointment of the third arbitrator reach a decision as to which of the Parties' submitted proposed Market Value is the closest to the actual fair market value of the interest in question (determined in accordance with Section 1.1.75 of this Lease).

(iv) The decision of the majority of the three (3) arbitrators shall be binding upon the Parties and shall be the Market Value of the interest in question for the purposes of the applicable provision of this Lease at such time.

(v) If either Party (but not both) fails to appoint an arbitrator within twenty (20) days after an impasse has been declared, the arbitrator appointed by the Party that timely appointed same shall reach a decision, notify the Parties thereof, and such arbitrator's decision of the Market Value shall be binding upon both Parties.

(vi) Each Party shall pay the cost of its own arbitrator. The cost of the third arbitrator and the arbitration proceeding shall be shared by the Parties equally, except that, if applicable, each Party shall pay for the cost of its own witnesses and attorneys.

EXHIBIT F
GENERAL SCOPE OF DEVELOPMENT
(STADIUM PROJECT)

[See the following twelve (12) pages, including the General Scope of Development, as updated for the initial entitlement submittal to the City]

LAFC

LOS ANGELES FOOTBALL CLUB

LOS ANGELES FOOTBALL CLUB STADIUM
Concept Design and Elevations for Addendum

JULY 2015

Gensler

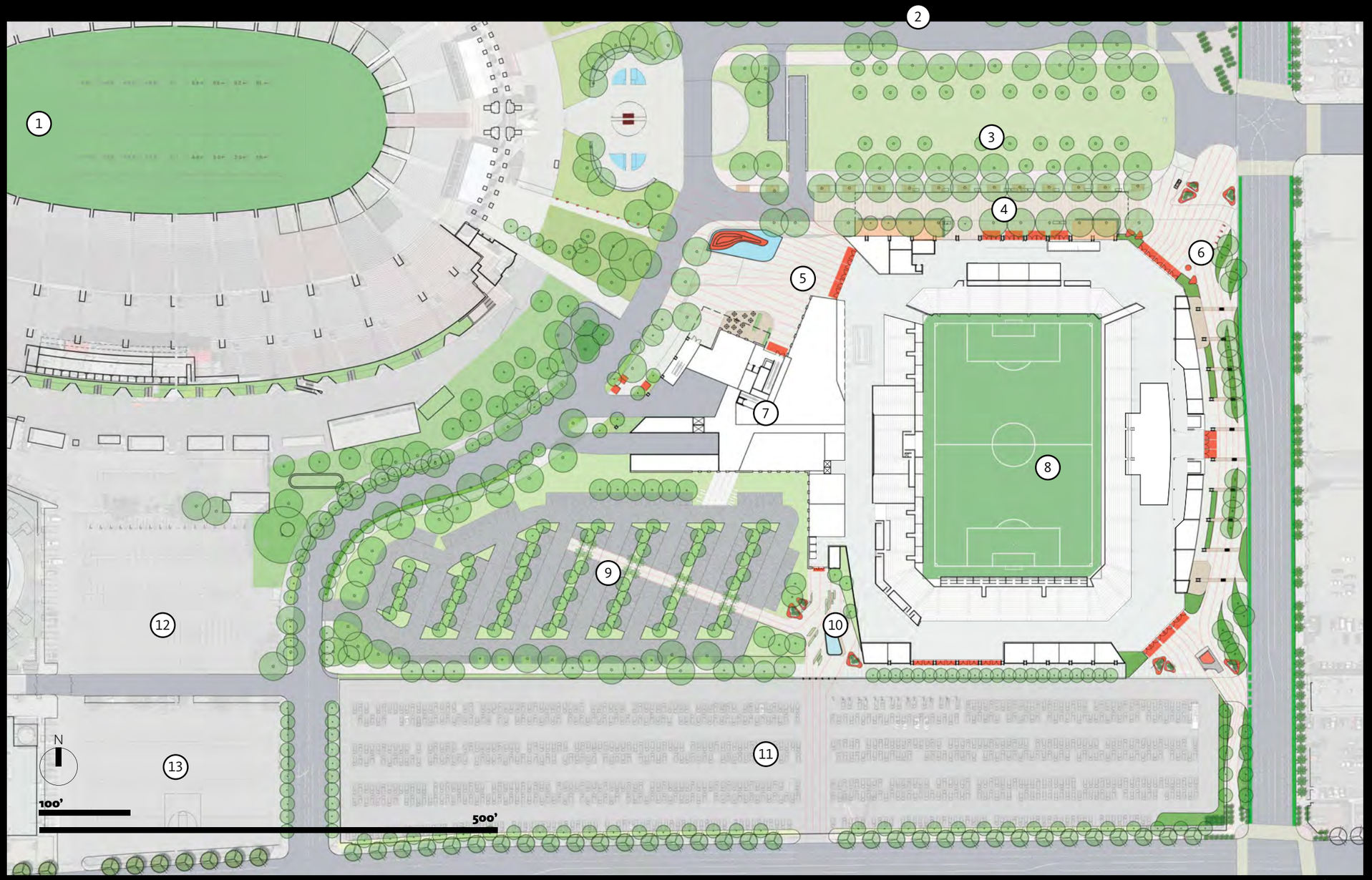
SPORTS

SITE PLAN WITH VIP PARKING

EXPOSITION PARK

SITE ELEMENTS

1. Los Angeles Coliseum
2. Parking Structure (2,108 stalls)
3. Christmas Tree Lane
4. Stomping Grounds
5. Exposition Plaza
6. Gathering Plaza
7. Ancillary Building
8. Stadium
9. VIP Parking (244 Stalls)
10. VIP Entry Plaza
11. Parking Lot 6 (995 Stalls)
12. Parking Lot 4 (277 Stalls)
13. Parking Lot 5 (201 Stalls)



SITE PLAN WITH PRACTICE FIELDS

EXPOSITION PARK

SITE ELEMENTS

1. Los Angeles Coliseum
2. Parking Structure (2,108 stalls)
3. Christmas Tree Lane
4. Stomping Grounds
5. Exposition Plaza
6. Gathering Plaza
7. Ancillary Building
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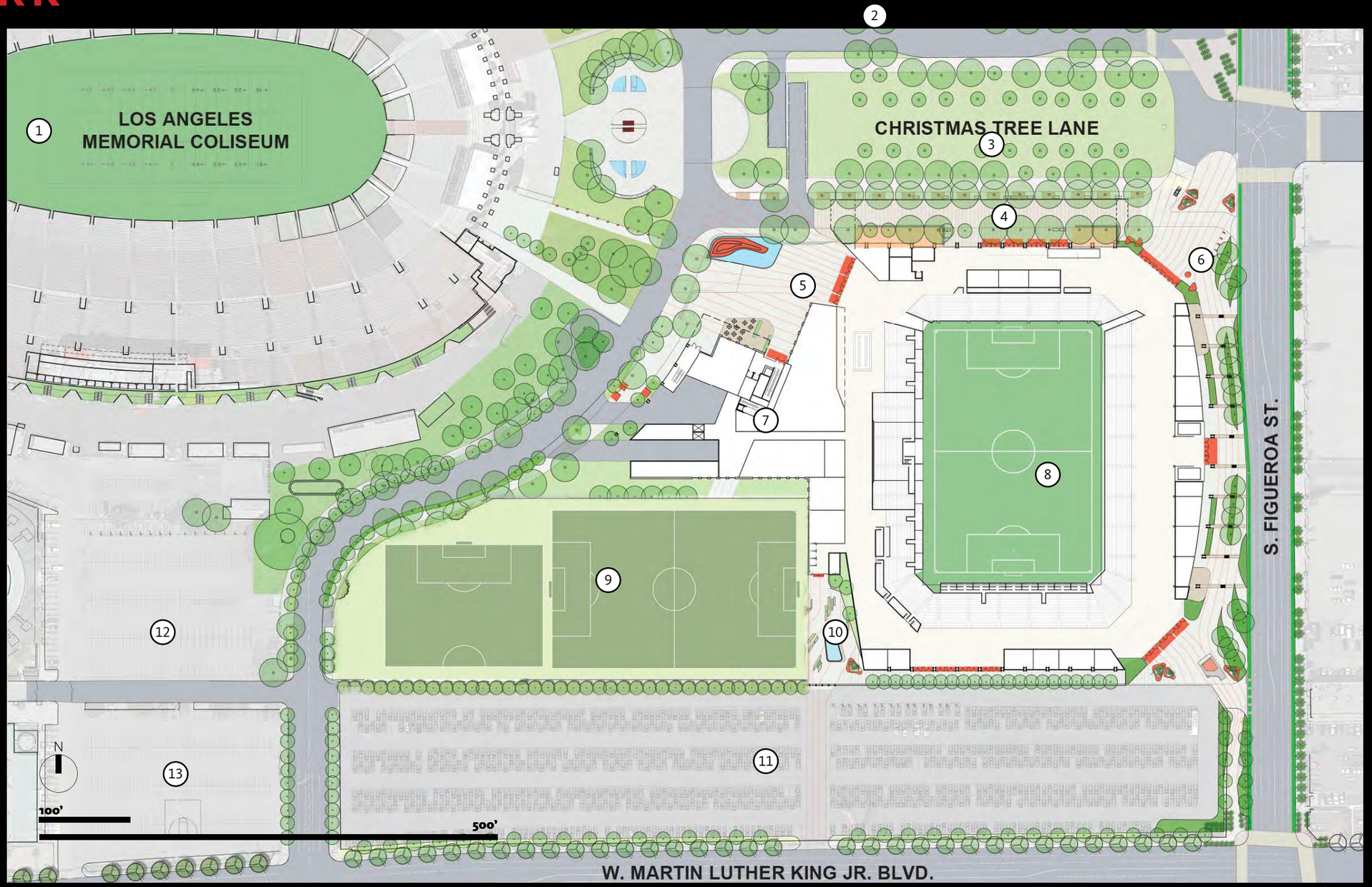




LOS ANGELES FOOTBALL CLUB | Los Angeles, CA



LOS ANGELES FOOTBALL CLUB | Los Angeles, CA



LOS ANGELES FOOTBALL CLUB | Los Angeles, CA

EXTERIOR DESIGN

EAST/WEST ELEVATIONS



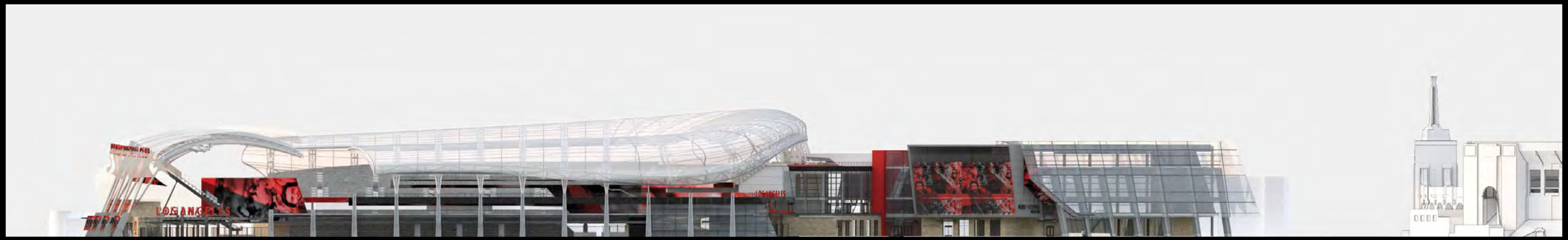
EAST BUILDING ELEVATION
BUILDING EXTERIOR



WEST BUILDING ELEVATION
BUILDING EXTERIOR

EXTERIOR DESIGN

EAST/WEST ELEVATIONS



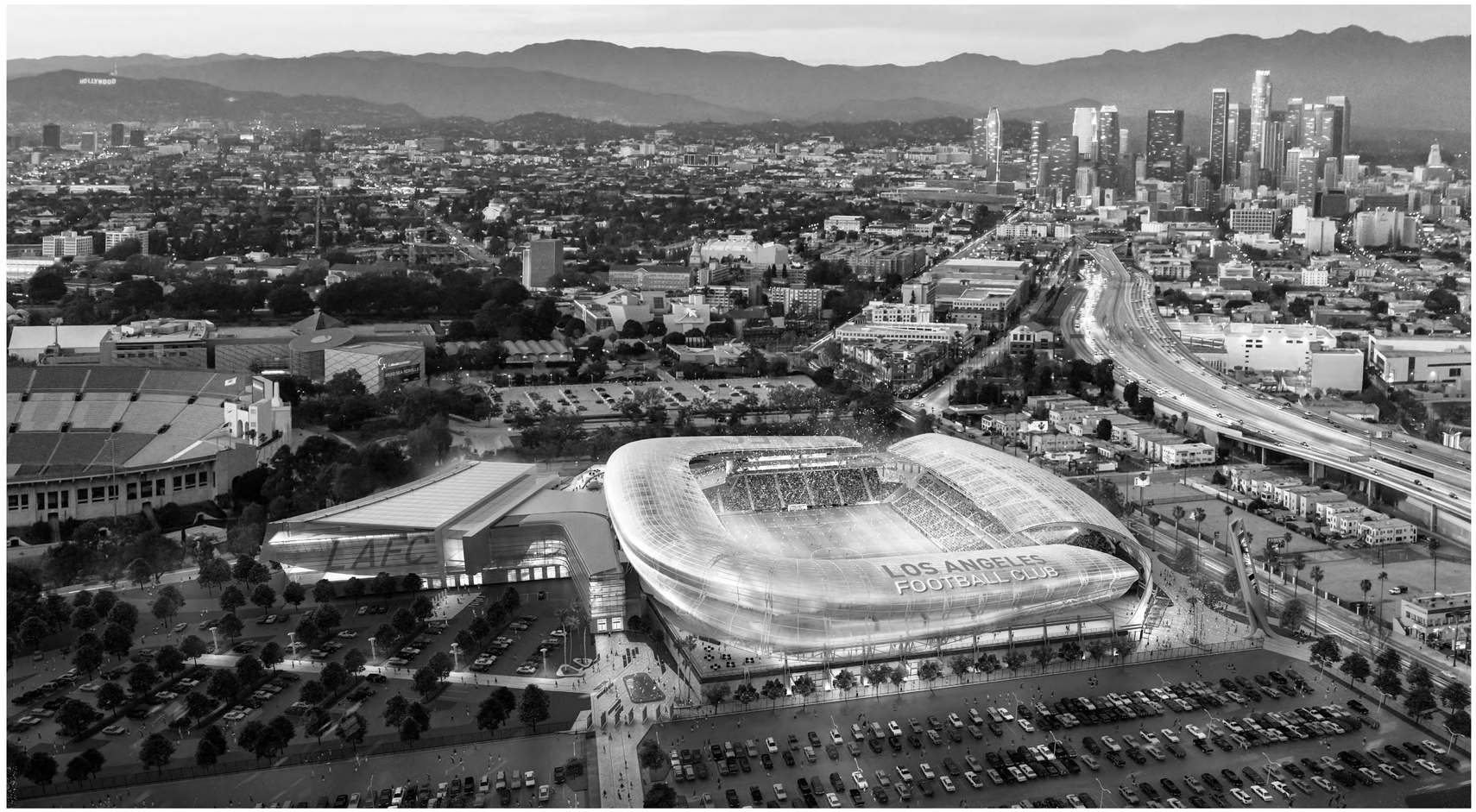
EAST BUILDING ELEVATION
BUILDING EXTERIOR



WEST BUILDING ELEVATION
BUILDING EXTERIOR

LOS ANGELES FOOTBALL CLUB STADIUM

Los Angeles Football Club
4751 Wilshire Blvd. Ste. #333
Los Angeles, CA 90010



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Telephone 310.665.2800

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landscape architecture | urban design | planning
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iDiBRi
15505 Wright Brothers Drive
Addison TX 75001
Telephone 469.726.4264

firstcircle
3300 Irvine Avenue
Suite 103
Newport Beach CA 92660
Telephone 949.681.0500

UPDATED ENTITELMENT SET

SEPTEMBER 14, 2015

PROJECT NUMBER: 05.9471.000

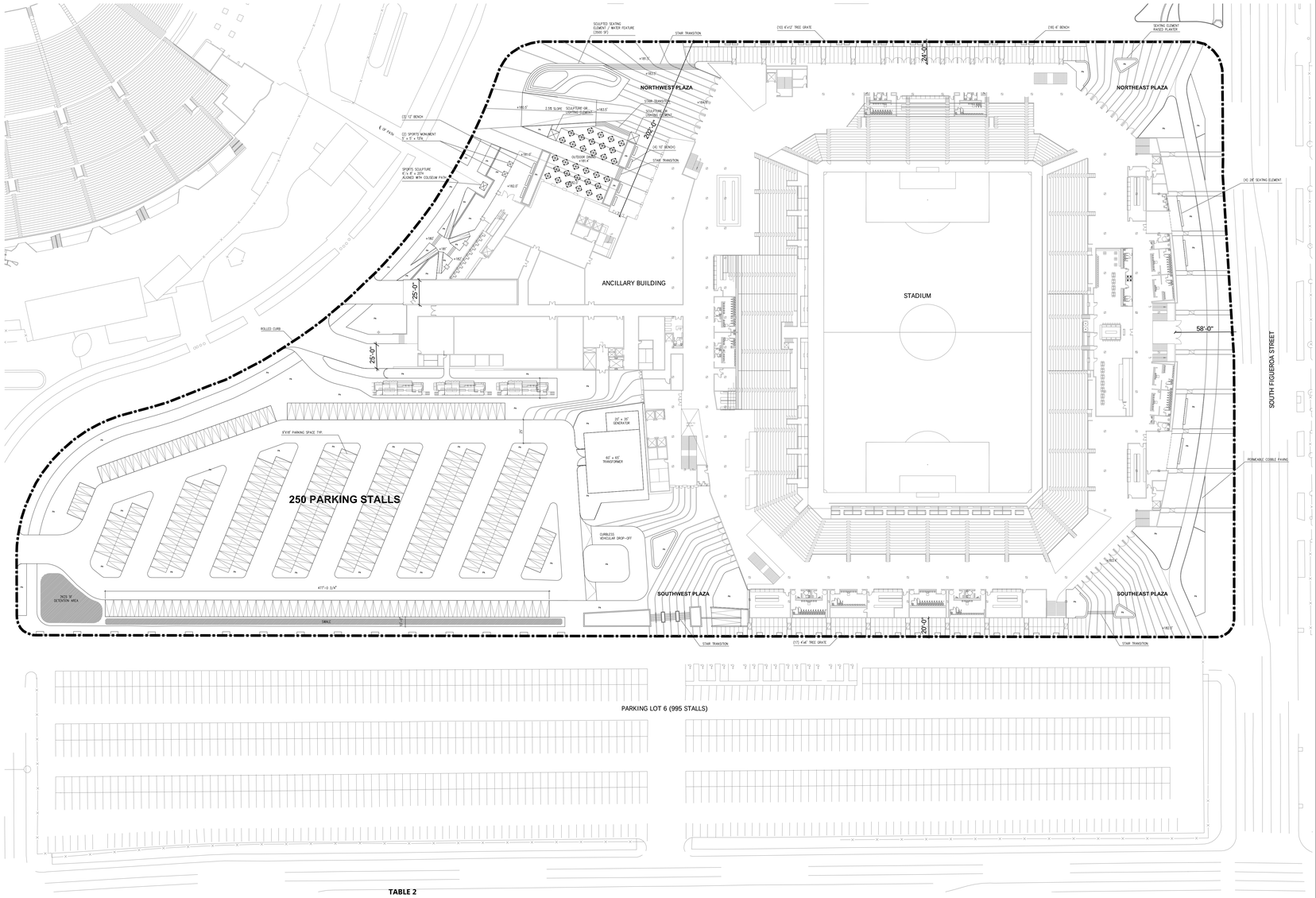

TABLE 2
PARKING CODE ANALYSIS

Use	Vehicle Spaces: Size	Vehicle Spaces: Code Requirement [a]	Vehicle Spaces: Required Vehicle Spaces	Bicycle Spaces: Short Term Bicycle Code Requirement [b]	Bicycle Spaces: Required Short-Term Spaces	Bicycle Spaces: Long Term Bicycle Code Requirement [b]	Vehicle Spaces Reduced for Bicycle Spaces [c]: Required Long-Term Spaces	Total Required Bicycle Spaces	Reduction at 1 per 4 Bicycle Spaces	Maximum Reduction Potential	Capped Reduction	Reduced Vehicle Space Requirement
Ancillary Uses												
Conference	10.0 ksf	1 space per 35 sq. ft.	286	1 space per 350 sq. ft.	29	1 space per 700 sq. ft.	14	43	11	57	11	275
Museum	40.0 ksf	1 space per 500 sq. ft.	80	1 space per 10,000 sq. ft.	4	1 space per 5,000 sq. ft.	8	12	3	16	3	77
Retail	30.0 ksf	1 space per 250 sq. ft.	120	1 space per 2,000 sq. ft.	15	1 space per 2,000 sq. ft.	15	30	8	24	8	112
Restaurant	14.0 ksf	1 space per 100 sq. ft.	140	1 space per 2,000 sq. ft.	7	1 space per 2,000 sq. ft.	7	14	4	28	4	136
Office	25.0 ksf	1 space per 500 sq. ft.	50	1 space per 10,000 sq. ft.	3	1 space per 5,000 sq. ft.	5	8	2	10	2	48
Total Ancillary Uses			**676**		**58**		**49**	**107**	**28**	**135**	**28**	**648**

a. Source: Los Angeles Municipal Code, Section 12.21A.4.
b. Source: Los Angeles Municipal Code, Section 12.21A.16.
c. City of Los Angeles bicycle ordinance allows for replacement of required vehicle parking spaces for non-residential uses at a ratio of 1 vehicle space for every 4 bicycle spaces up to 20% of required spaces.

Use	Vehicle Spaces: Size	Vehicle Spaces: Code Requirement [d]	Vehicle Spaces: Required Vehicle Spaces	Bicycle Spaces: Required Bicycle Parking Per Proposed Specific Plan Amendment [e]	Bicycle Spaces: Required Spaces
Stadium					
Stadium	22,000 seats	1 space per 5 fixed seats	4,400	2 % of 22,000 seats	440
Total Stadium			**4,400**		**440**

d. Source: Los Angeles Municipal Code, Section 12.21A.4.
e. Source: Per proposed Specific Plan Amendment, may be provided by bicycle valet

N
0 13 25 50 100

1 SITE PLAN
SCALE: 1" = 50'-0"

SHEET NOTES

PROJECT INFORMATION

TOTAL SITE ARE: 15 ACRES
TOTAL NUMBER OF STADIUM SEATING: 22,000 SEATS

	FLOOR AREA (SQ. FT.)
100 EVENT LEVEL	86,400
200 MAIN CONCOURSE LEVEL	202,600
300 CLUB LEVEL	163,530
400 UPPER SUITE LEVEL	83,340
500 TERRACE LEVEL	104,130
SUBTOTAL	**640,000**

NOTE: TOTAL AREA DOES NOT INCLUDE PLAYING FIELD AREA OF 105,500 SQ. FT.

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Addison TX 75001
Telephone 469.726.4264

firstcircle
3300 Irvine Avenue
Suite 103
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Telephone 949.681.0500

Date	Description
2015 09 14	UPDATED ENTITLEMENT SET

Seal/Signature

NOT FOR CONSTRUCTION

Project Name
LOS ANGELES FOOTBALL CLUB

Project Number
05.9471.000

Description
SITE PLAN

Scale 1" = 50'-0"

A1-100

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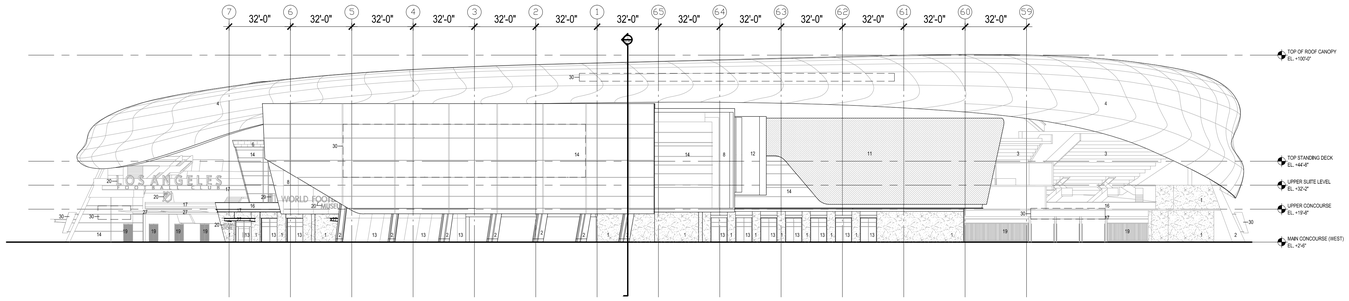
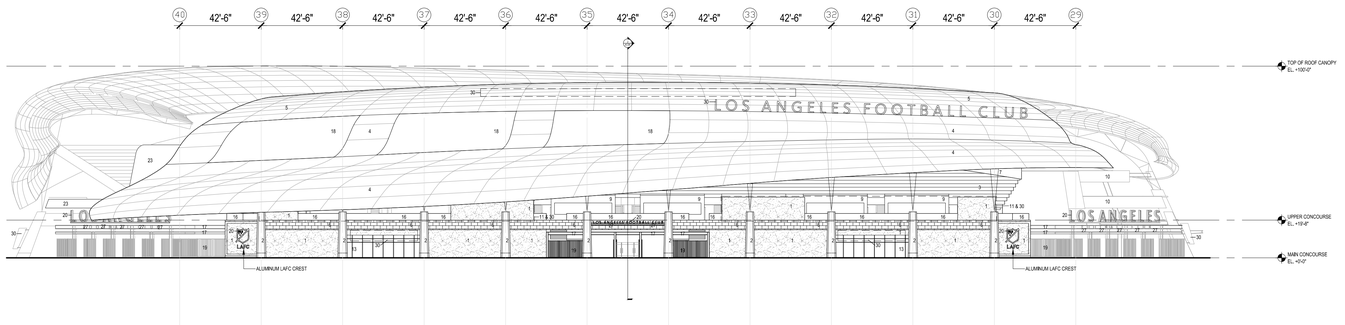


2 OVERALL BUILDING EXTERIOR ELEVATION - WEST
SCALE: 1/32"



1 OVERALL BUILDING EXTERIOR ELEVATION - EAST
SCALE: 1/32"

SHEET NOTES

ANNOTATED MATERIALS

1. STONE TRAVERTINE
2. TAPERED CONCRETE COLUMN
3. PRE-CAST CONCRETE
4. SINGLE LAYER ETFE CANOPY FABRIC SYSTEM WITH SECONDARY PTD STEEL STRUCTURE
5. SINGLE LAYER FRITTED ETFE CANOPY FABRIC SYSTEM WITH SECONDARY PTD STEEL STRUCTURE
6. DECORATIVE DARK STONE SLATE
7. HIGH PERFORMANCE COATED PAINT AT STEEL CANOPY STRUCTURE
8. INSULATED METAL PANEL SYSTEM, COLOR (TBD)
9. SPLIT FACE CMU BLOCK
10. PAINTED METAL
11. PREFINISHED PERFORATED METAL SCREEN W/ STRUCTURAL STEEL FRAME
12. COMPOSITE METAL PANEL SYSTEM, COLOR (TBD)
13. GLAZED STOREFRONT SYSTEM
14. GLAZED TRANSPARENT CURTAIN WALL SYSTEM
15. GLAZED OPAQUE CURTAIN WALL SYSTEM
16. ARCH. GUARD RAIL
17. PREFINISHED ARCHITECTURAL STEEL BEAM
18. L.E.D. VIDEO MESH
    RE: A/V NARRATIVE
19. PAINTED DECORATIVE METAL GATE
20. PAINTED STEEL CHANNEL CUT LETTERING
    SEE SIGN DISTRICT PACKAGE
21. SPORTS LIGHTING
    RE: ELECTRICAL NARRATIVE
22. L.E.D. VIDEO RIBBON BOARD
    RE: A/V NARRATIVE
23. L.E.D. VIDEO/SCORE BOARD
    RE: A/V NARRATIVE
24. L.E.D. DIGITAL AD BOARD
    RE: A/V NARRATIVE
25. GALVANIZED STEEL PIPE RAIL
26. GLASS RAIL
27. DECORATIVE STEEL CHANNEL CANOPY W/ GLASS INFILL
28. PRECAST STAIR & RAIL
29. OPERABLE GLAZED WINDOW SYSTEM
30. IDENTITY SIGNAGE - SEE SIGN DISTRICT PACKAGE

GENERAL NOTES

1. RE: NARRATIVE FOR ALL INTERIOR FINISH LEVEL INFORMATION
2. ALL EXPOSED STEEL TO RECEIVE HIGH PERFORMANCE PAINT
3. GALV. STEEL PIPE RAIL AT ALL AISLE STAIR, TYP.

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Newport Beach CA 92660
Telephone 949.681.0500

△	Date	Description
		2015 09 14 UPDATED ENTITLEMENT SET

Seal/Signature

NOT FOR CONSTRUCTION

Project Name: LOS ANGELES FOOTBALL CLUB

Project Number: 05.9471.000

Description: OVERALL EXTERIOR ELEVATION EAST/WEST

Scale: $\frac{1}{32}$" = 1'-0"

A1-300

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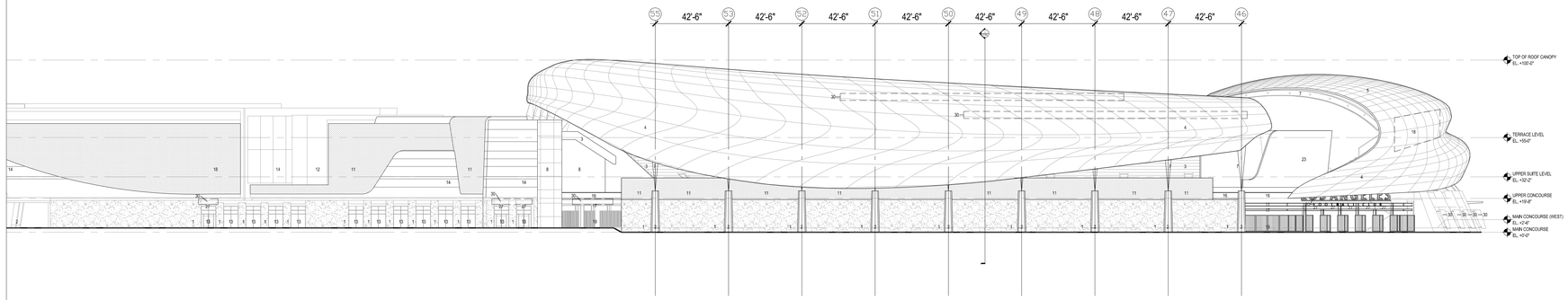
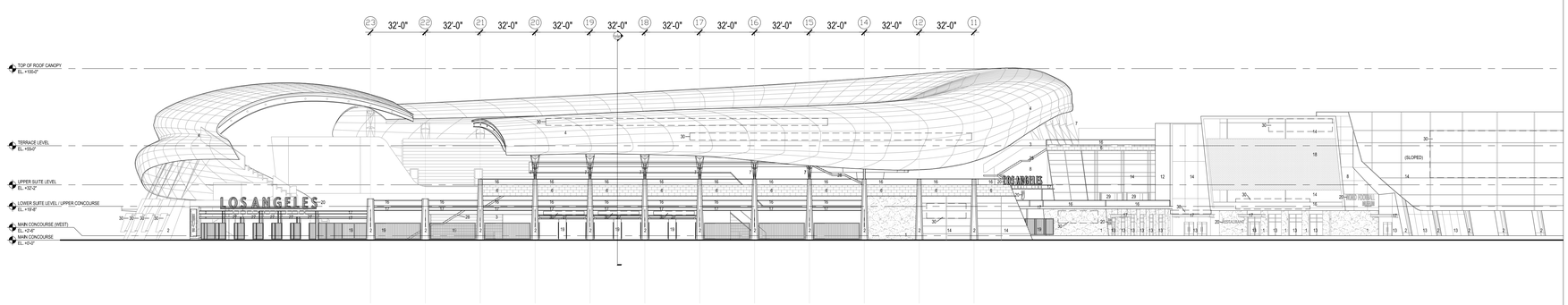


2 OVERALL BUILDING EXTERIOR ELEVATION - SOUTH
SCALE: 1/32"



1 OVERALL BUILDING EXTERIOR ELEVATION - NORTH
SCALE: 1/32"

SHEET NOTES

ANNOTATED MATERIALS

1. STONE TRAVERTINE
2. TAPERED CONCRETE COLUMN
3. PRE-CAST CONCRETE
4. SINGLE LAYER ETFE CANOPY FABRIC SYSTEM WITH SECONDARY PTD STEEL STRUCTURE
5. SINGLE LAYER FRITTED ETFE CANOPY FABRIC SYSTEM WITH SECONDARY PTD STEEL STRUCTURE
6. DECORATIVE DARK STONE SLATE
7. HIGH PERFORMANCE COATED PAINT AT STEEL CANOPY STRUCTURE
8. INSULATED METAL PANEL SYSTEM, COLOR (TBD)
9. SPLIT FACE CMU BLOCK
10. PAINTED METAL
11. PREFINISHED PERFORATED METAL SCREEN W/ STRUCTURAL STEEL FRAME
12. COMPOSITE METAL PANEL SYSTEM, COLOR (TBD)
13. GLAZED STOREFRONT SYSTEM
14. GLAZED TRANSPARENT CURTAIN WALL SYSTEM
15. GLAZED OPAQUE CURTAIN WALL SYSTEM
16. ARCH. GUARD RAIL
17. PREFINISHED ARCHITECTURAL STEEL BEAM
18. L.E.D. VIDEO MESH
    RE: A/V NARRATIVE
19. PAINTED DECORATIVE METAL GATE
20. PAINTED STEEL CHANNEL CUT LETTERING
    SEE SIGN DISTRICT PACKAGE
21. SPORTS LIGHTING
    RE: ELECTRICAL NARRATIVE
22. L.E.D. VIDEO RIBBON BOARD
    RE: A/V NARRATIVE
23. L.E.D. VIDEO/SCORE BOARD
    RE: A/V NARRATIVE
24. L.E.D. DIGITAL AD BOARD
    RE: A/V NARRATIVE
25. GALVANIZED STEEL PIPE RAIL
26. GLASS RAIL
27. DECORATIVE STEEL CHANNEL CANOPY W/ GLASS INFILL
28. PRECAST STAIR & RAIL
29. OPERABLE GLAZED WINDOW SYSTEM
30. IDENTITY SIGNAGE - SEE SIGN DISTRICT PACKAGE

GENERAL NOTES

1. RE: NARRATIVE FOR ALL INTERIOR FINISH LEVEL INFORMATION
2. ALL EXPOSED STEEL TO RECEIVE HIGH PERFORMANCE PAINT
3. GALV. STEEL PIPE RAIL AT ALL AISLE STAIR, TYP.

LAFC
LOS ANGELES FOOTBALL CLUB

Gensler SPORTS
500 Figueroa Street
Los Angeles CA 90017
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AON
707 Wilshire Boulevard
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15505 Wright Brothers Drive
Addison TX 75001
Telephone 469.726.4264

firstcircle
3300 Irvine Avenue
Suite 103
Newport Beach CA 92660
Telephone 949.681.0500

△	Date	Description
	2015 09 14	UPDATED ENTITLEMENT SET

Seal/Signature

NOT FOR CONSTRUCTION

Project Name: LOS ANGELES FOOTBALL CLUB

Project Number: 05.9471.000

Description: OVERALL EXTERIOR ELEVATION - NORTH/SOUTH

Scale: 1/32" = 1'-0"

A1-301

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EXHIBIT G
PRELIMINARY LIST OF APPROVALS

The preliminary list of Approvals identified below include currently anticipated and/or Approvals required from Governmental Authorities, utility companies or providers and third parties for the Stadium Project. Nothing contained on this Exhibit G is intended to limit or modify Tenant's need for all necessary Final Approvals for the Stadium Project, regardless of whether they are currently known to the Parties. For each of the preliminary Approvals listed below, it will be deemed to include all Approvals required for the development (including all pre-construction activities including environmental abatement, demolition and other required site preparation), construction, use, operation and signage of or for the Stadium Project (including all on-site and off-site improvements and areas, and any Development Incentives required), with each Approval sufficient for the issuance of any permit for which such Approval may be a condition precedent for Tenant to obtain and, ultimately, the issuance of all required permits for the Stadium Project, with all of the foregoing Approvals (including permits) being Final Approvals, regardless of whether the foregoing is expressly stated for each such Approval below.

1. All Approvals required related to a Certification of Addendum or other environmental clearance required under the California Environmental Quality Act for the Stadium Project from each responsible Governmental Authority.

2. All Approvals required of and for the Stadium Project by all applicable Governmental Authorities including the Commission, the District and the City.

3. In the event required, all Approvals required of and for the Stadium Project by the Natural Resources Agency, the Department of General Services, or other State agencies.

4. All Approvals required for the Tenant NDA to provide Tenant and its lenders with sufficient assurances related to this Lease and the development, construction, use and operation of the Stadium Project to proceed with the Stadium Project on the Premises, including any provisions that may amend, supplement or clarify any inconsistent provisions in the Sports Arena Agreements (for example, agreements required concerning the availability and use of District Parking Areas for the Stadium Project).

5. All Approvals from the California Department of Alcoholic Beverage Control or any other Governmental Authority necessary to permit the sale of alcoholic beverages on the Premises or any Stadium Ancillary Areas.

6. All entitlement Approvals from the City sufficient for issuance of all necessary permits for the Stadium Project including the following:

(i) Amendments to the Coliseum District Specific Plan (the "**Specific Plan**"), to expressly allow the development parameters proposed for the Stadium Project, including but not limited to height, FAR, seating, signage, lighting, parking and open space required for the Stadium Project;

(ii) Director's Review pursuant to the Specific Plan;

(iii) Signage Approvals, potentially in the form of a new Sign District and/or amendment to the Specific Plan, for the signage proposed by the Stadium Project;

(iv) Alcohol Use Approval to allow the sale, service and consumption of alcohol in locations proposed by the Stadium Project;

(v) Haul Route Approval;

(vi) Potential Development Agreement; and

(vii) Potential Subdivision Map Act Approvals.

7. The Approvals shall also include all necessary permits for site preparation and development of the Stadium Project including: (i) all environmental abatement, demolition, grading, excavation, foundation and associated building permits; (ii) potential off-site construction and staging permits, street or sidewalk closure permits; and (iii) any additional discretionary or ministerial permits and approvals required by a public agency for the Stadium Project or in any way pertaining thereto.

8. All Approvals required for Development Incentives required by Tenant for the Stadium Project.

9. Any Approvals referenced on Exhibit H and not otherwise expressly set forth on this Exhibit G.

EXHIBIT H
LANDLORD COOPERATION ACTIONS

Landlord shall, at no out-of-pocket cost to itself (subject to Section 9.7 hereof), cooperate and assist Tenant in connection with the Stadium Project as reasonably required by Tenant, including:

(i) Landlord will use commercially reasonable efforts to assist Tenant (which for purposes of this Exhibit H shall include Tenant's attorneys and all other Tenant's People) in obtaining all Approvals (including those provided on Exhibit G) that Tenant determines may be necessary, required or desired in connection with the Stadium Project, including all (a) Development Incentives, (b) CEQA and land use hearings for the Stadium Project, and (c) any lease and contractual agreements affecting the Premises, including any required addenda, amendments or ancillary agreements related thereto.

(ii) Landlord will work together with Tenant and provide and confirm its public support for the Stadium Project including contacting Governmental Authorities, submitting written statements in support to any Governmental Authority or any official thereof and/or attending planning or public meetings as required. This will include support for the addenda to the EIR, and the new Alcohol Use and Signage Approvals required by Tenant for the Stadium Project.

(iii) Landlord will review and execute all Applications or submittals within ten (10) Business Days as to any initial submittal and five (5) Business Days as to any revised submittals until all submitted items are approved, unless a more expedited review process is required, in which event Landlord will use good faith efforts to satisfy such expedited timing as set forth in Tenant's initial submission to Landlord hereunder. If Landlord fails to timely respond to any submittal, Tenant may resubmit the submittal to Landlord with a cover sheet in capitalized, boldfaced type in at least 14-point font stating: "**THIS IS A RE-SUBMITTAL. FAILURE TO RESPOND WITHIN TWO (2) BUSINESS DAYS OF RECEIPT WILL CAUSE THE SUBMITTAL WITHIN TO BE DEEMED APPROVED.**" If Landlord fails timely to respond to any re-submittal resubmitted as described in the immediately preceding sentence, then the re-submittal shall be deemed approved by Landlord, provided, that Landlord will in no event be deemed to approve any submittal that violates applicable Laws or the terms of the Sports Arena Agreements.

(iv) Landlord will appoint a single construction representative that will have the authority to review and approve construction related submittals as necessary on behalf of Landlord, and Landlord agrees that Tenant shall have the right to rely on such approvals or comments to be binding upon Landlord. The initial construction representative for Landlord shall be Dan Stimmler.

(v) Landlord will use commercially reasonable efforts to assist Tenant in obtaining all necessary Approvals to permit the full exploitation of all Naming Rights, advertising rights, and signage required by Tenant and such other naming, advertising and sponsorship rights as are customary for MLS stadiums and/or may be required by MLS.

(vi) Landlord will use commercially reasonable efforts to assist Tenant with negotiations with the Commission and/or the District related to any agreement between Tenant and such entity(ies), including any utility, signage, detention, temporary construction license, easements or other agreements required for the Stadium Project, including the relocation of any existing utility lines or facilities and the release of any existing utility easements.

(vii) Landlord will use commercially reasonable efforts to assist Tenant in pursuing any property tax division, reduction or rebate required by Tenant for the Stadium Project to achieve the most favorable tax treatment available for the Premises.

(viii) Landlord will execute any applicable and reasonable waiver requested by any lender or other entity financing any portion of the Stadium Project to evidence Landlord's waiver of all rights in and to all property, rights and revenue streams expressly provided herein to be exclusively owned by Tenant.

(ix) Prior to the Delivery Date, upon Tenant's request, Landlord will use commercially reasonable efforts, at Tenant's expense, to apply for and obtain certain site preparation permits including environmental abatement and demolition permits.

EXHIBIT I
DEPICTION OF FREEWAY SIGN



EXHIBIT J
LANDLORD PARKING AREAS

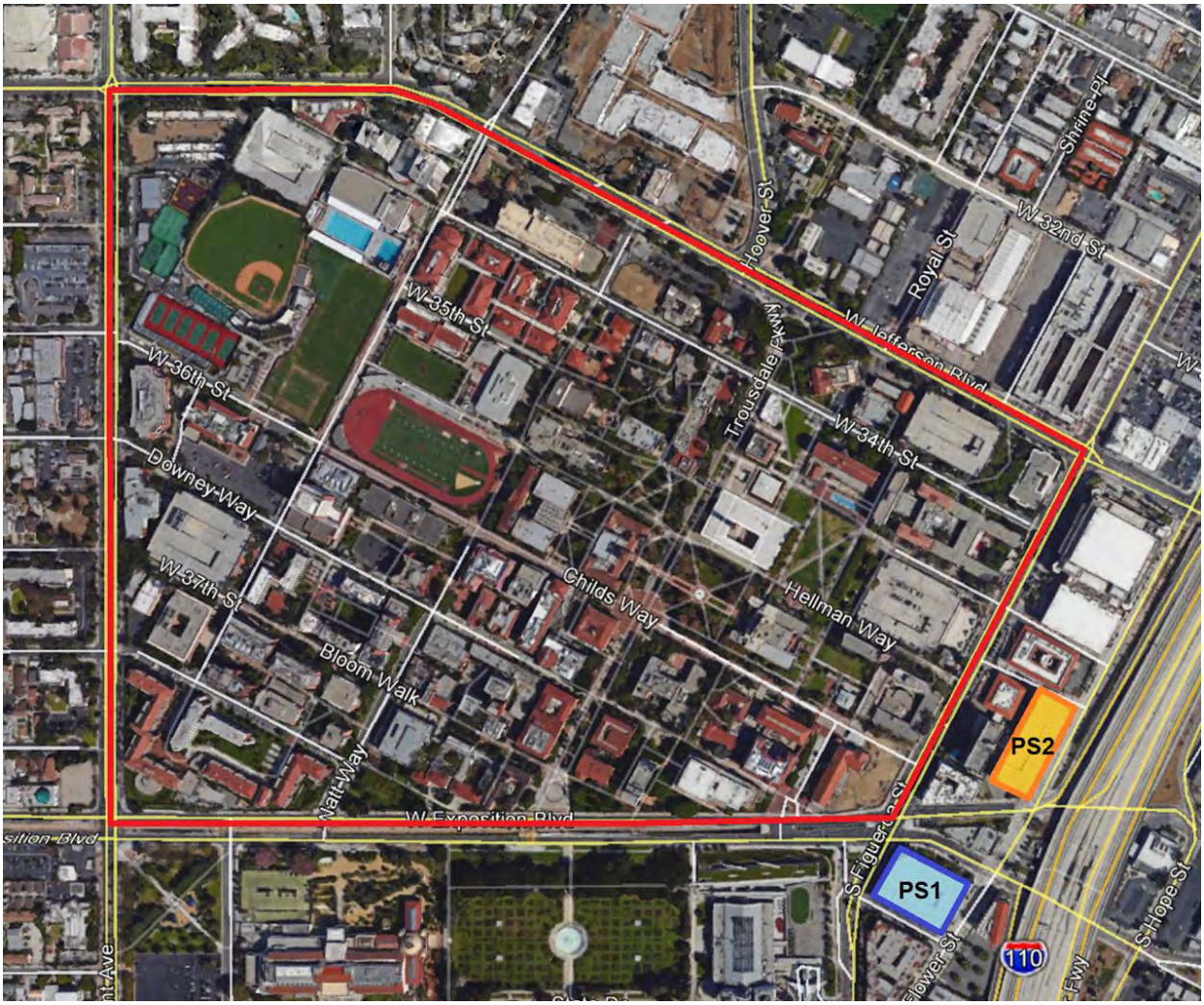


EXHIBIT K
FORM OF MEMORANDUM OF LEASE

THIS INSTRUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

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

Above space reserved for Official Records, Los Angeles County Recorder

The undersigned hereby declares that the Documentary Transfer Tax on the sub-sublease interest transfer as described herein is as follows:

Los Angeles County Tax $ _____. City of Los Angeles Tax $ _____.

Computed on the full value of the sub-sublease interest as of the date of this Ground Lease.

MEMORANDUM OF GROUND LEASE

THIS MEMORANDUM OF GROUND LEASE ("**Memorandum**") is executed as of the 1st day of December, 2015, between **UNIVERSITY OF SOUTHERN CALIFORNIA**, a California nonprofit public benefit corporation ("**Landlord**"), and **LAFC SPORTS, LLC**, a Delaware limited liability company ("**Tenant**").

RECITALS:

A. The Sixth District Agricultural Association, an institution of the State of California (the "**District**") is the fee owner of certain property located in Los Angeles, California bounded on the north by Exposition Boulevard, on the east by Figueroa Street, on the south by Martin Luther King Jr. Boulevard and on the west by Vermont Avenue commonly known as Exposition Park.

B. The District, as landlord thereunder, and the Los Angeles Memorial Coliseum Commission, a joint powers agency created by agreement among public agencies pursuant to Title 1, Division 7, Chapter 5 of the California Government Code (Section 6500 et seq.) (the "**Commission**"), as tenant thereunder, previously entered into: (i) that certain Sports Arena Agreement, Lease and Easement dated January 3, 1956, as extended and amended by that certain (a) Letter dated September 3, 2003 from the Commission to the District extending the term to December 31, 2054, (b) Amendment to Sports Arena Agreement, Lease and Easement dated February 13, 2008, and (c) Amendment to Sports Arena Agreement, Lease and Easement dated as of December 20, 2013 (as amended, collectively, the "**Sports Arena Lease**"); and (ii) that certain Agreement and Lease for Parcel Adjacent to Arena dated January 3, 1956 (the "**Adjacent Parcel Lease of 1955**" which, together with the Sports Arena Lease, are sometimes

collectively, the "**Sports Arena Ground Lease(s)**") whereby the Commission leased the Sports Arena Property as more particularly described therein. The Sports Arena Ground Leases are reflected on that certain Record of Survey in Book 90, Pages 19 - 23 in the Official Records of the Recorder's Office, Los Angeles County, California ("**Records**"), and the Sports Arena Lease is further evidenced by a certain Memorandum of Lease dated March 12, 1984 and recorded in Records on March 15, 1984 as Instrument No. 84-318440.

C. Landlord and the Commission previously entered into a certain unrecorded Lease and Agreement dated May 14, 2008, as amended by that certain First Amendment to Lease and Agreement dated November 4, 2010 and by that certain Second Amendment to Lease and Agreement dated as of July 29, 2013 (as so amended, the "**Current USC Lease**"); the Sports Arena Property is a portion of the premises subleased to Landlord under the Current USC Lease. The term of the Current USC Lease, including all automatic extension options thereunder, is contemplated to expire on December 31, 2054, which is the date that the authority of the Commission expires pursuant to the Joint Powers Agreement (as defined in the Current USC Lease).

D. Landlord and District previously entered into that certain Lease Option Agreement (Sports Arena Property) dated as of September 4, 2013 (the "**Sports Arena Option Agreement**"), as evidenced by that certain Memorandum of Lease Option Agreement recorded in Records on September 24, 2013 as Document No. 20131384077. Pursuant to the Sports Arena Option Agreement, Landlord obtained an option to enter into a direct lease with the District which would commence on the expiration of Landlord's sublease of the Sports Arena Property under the Current USC Lease and, subject to the exercise of all available extension options, expire on December 31, 2111.

E. In conjunction with the sub-sublease of the Sports Arena Property by Tenant, certain boundary adjustments were discovered which require the execution of certain corrective amendatory documents with respect to, among other things, the Current USC Lease, the Sports Arena Ground Leases and the Sports Arena Option Agreement (collectively, the "**Boundary Documents**") which documents provide for the termination of the Adjacent Parcel Lease of 1955 and the expansion of the Sports Arena Property demised under the Sports Arena Lease and the Current USC Lease. The Boundary Documents will be executed by Landlord, District and the Commission in conjunction with the execution of the Ground Lease (as hereinafter defined). Following the execution of the Boundary Documents, the expanded Sports Arena Property shall be legally described as set forth on **Exhibit A** attached hereto (as so expanded, the "**Sports Arena Property**").

F. Landlord has now agreed to sub-sublease the Sports Arena Property to Tenant pursuant to the Ground Lease.

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

1. Ground Lease. Landlord and Tenant have entered into that certain Ground Lease dated as of December 1, 2015 (the "**Ground Lease**"). Pursuant to the terms of the Ground Lease, Landlord has sub-subleased to Tenant and Tenant has sub-subleased from Landlord the Sports Arena Property, together with all improvements located thereon, and all easements, rights, benefits and privileges appurtenant thereto, all as more particularly described in the Ground Lease as the "**Premises**". Tenant intends to redevelop the Premises and to construct thereon new Improvements (which will be owned by Tenant for the Term of the Ground Lease as more particularly provided therein), including the construction of a new soccer stadium.

2. Definitions. Capitalized terms used herein that are defined in the Ground Lease shall have the same meaning herein as are ascribed to such terms in the Ground Lease unless otherwise defined herein or the context dictates otherwise. To the extent of any conflict between this Memorandum and the terms of the Ground Lease, the Ground Lease shall control.

3. Term. The Initial Term of the Ground Lease will commence on or about _____, 2016 and continue until December 31, 2054, subject to Tenant's right to extend the Term of the Ground Lease for four (4) Extension Terms of varying duration as specified in the Ground Lease, with the last Extension Term ending on December 31, 2111.

4. Purpose. This Memorandum is being made and entered into for the purpose of providing notice of the existence of the Ground Lease and is subject in each and every respect to the rental and other terms, covenants and conditions contained in the Ground Lease, which is incorporated herein by reference. This Memorandum shall not in any matter or form whatsoever alter, modify or vary the rental or other terms, covenants and conditions of the Ground Lease.

5. Successors and Assigns. This Memorandum shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, legal representatives, successors and permitted assigns. For clarity, District is also known as the California Science Center pursuant to §4101 of the California Food and Agricultural Code.

6. Counterparts. This Memorandum may be executed in multiple original counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

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

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Ground Lease, under seal, as of the day and year first above written.

LANDLORD: **UNIVERSITY OF SOUTHERN CALIFORNIA**,
a California nonprofit public benefit corporation

By:_____
Name:_____
Title:_____

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

STATE OF CALIFORNIA)
) ss
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Signature_____ (Seal)

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

By:_____
Name:_____
Title:_____

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

STATE OF CALIFORNIA)
) ss
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Signature_____ (Seal)

EXHIBIT A TO MEMORANDUM OF LEASE

Legal Description of Premises

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

PARCEL 1:

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

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

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

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

PARCEL 2:

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

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

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

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

PARCEL 3:

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

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

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

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

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

ALSO KNOWN AS:

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

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

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

EXHIBIT L
PERMITTED EXCEPTIONS

A. All matters of record affecting the Premises as of the Execution Date, including without limitation:

1. Covenants, conditions and restrictions in the declaration of restrictions but omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

Recorded: Book 139, Page 218, of Deeds
and recorded: Book 450, Page 144, of Deeds

2. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Southern California Gas Company, a corporation
Purpose: public utilities
Recording Date: February 27, 1959
Recording No: 3529, in Book D381, Page 454 of Official Records

3. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: The City of Los Angeles, a municipal corporation of the State of California
Purpose: public utilities
Recording Date: May 20, 1959
Recording No: 3245, in Book D473, Page 809 of Official Records
Reference is made to said document for full particulars.

4. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: The City of Los Angeles, a municipal corporation of the State of California
Purpose: water pipe
Recording Date: March 9, 1962
Recording No: 5427, Official Records
Reference is made to said document for full particulars.

5. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Los Angeles County Flood Control District, a body corporate and politic of the State of California
Purpose: storm drain
Recording Date: October 9, 1962
Recording No: 4371, Official Records
Reference is made to said document for full particulars.

6. Any boundary discrepancies, rights or claims which may exist or arise as disclosed by a Record of Survey

Recorded: in Book 90, pages 19 to 23 inclusive of Record of Survey.

7. 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
and re-recorded: May 12, 1989, Instrument No. 89-769675, of Official Records

8. Intentionally deleted.

9. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document

Entitled: Memorandum of Lease
Dated: January 3, 1956
Lessor: The California Museum of Science and Industry (formerly known as the Sixth District Agricultural Association)
Lessee: The Los Angeles Memorial Coliseum Commission
Recorded: March 15, 1984, Instrument No. 84-318440, of Official Records

Said lease has been amended by Amendment to Sports Arena Agreement, Lease and Easement dated February 13, 2008 and by Amendment to Sports Arena Agreement, Lease and Easement dated as of December 20, 2013.

The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein.

10. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document

Entitled: Memorandum of Agreement
Lessor: The Los Angeles Memorial Coliseum Commission
Lessee: Team Headquarters, Inc., a California corporation
Recorded: March 15, 1984, Instrument No. 84-318442, of Official Records

The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein.

11. An unrecorded sublease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document

Entitled: Memorandum of Agreement
Sublessor: Team Headquarters, Inc., a California corporation
Sublessee: American Sign & Indicator Corporation, a Washington corporation
Recording Date: March 15, 1984
Recording No: 84-318444, Official Records

The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein.

12. Intentionally deleted.

13. The matters contained in a document entitled "Site Lease and Easement Agreement" recorded December 16, 1997, as Instrument No. 97-1970229, of Official Records.

Reference is made to said document for full particulars.

Document(s) declaring modifications thereof recorded August 15, 2006, as Instrument No. 06-1816019, Official Records.

Document(s) declaring modifications thereof recorded August 15, 2006, as Instrument No. 06-1816020, Official Records.

14. Intentionally deleted.

15. Matters contained in that certain document entitled "Agreement and Grant of Easement Ingress and Egress" dated October 2, 2000, executed by and between the City of Los Angeles, a municipal corporation and the California Science Center recorded October 5, 2000, Instrument No. 00-1562663, of Official Records.

Reference is made to said document for full particulars.

16. The matters contained in a document entitled "Waiver of Damages, Indemnification Agreement and Right of Ingress and Egress - Covenant to Run with the Land" recorded October 31, 2007, as Instrument No. 20072461163, of Official Records.

Reference is made to said document for full particulars.

17. 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: The Exposition/University Park Redevelopment Project Area - Expanded Project Area

Recorded: November 30, 2007, Instrument No. 20072636429, of Official Records

18. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: June 19, 2009
Recording No: 20090927601, Official Records

19. Intentionally deleted.

20. Intentionally deleted.

21. Matters contained in that certain document

Entitled: Memorandum of Lease Option Agreement
Dated: September 4, 2013
Executed by: California Science Center (also known as the Sixth District Agricultural Association) and University of Southern California
Recording Date: September 24, 2013
Recording No: 20131384077, Official Records

Reference is hereby made to said document for full particulars.

22. Matters contained in that certain document

Entitled: Memorandum of Unrecorded Grant Project Agreement
Dated: March 1, 2012

Executed by: Los Angeles County Regional Park and Open Space District and the California Science Center

Recording Date: March 12, 2014
Recording No: 20140251898, Official Records

Reference is hereby made to said document for full particulars.

23. An unrecorded lease with certain terms, covenants, conditions and provisions as set forth therein, as disclosed by inspection and/or investigation.

Entitled: Agreement and Lease for Parcel Adjacent to Arena
Dated: January 3, 1956
Lessor: Sixth District Agricultural Association, an institution of the State of California
Lessee: Los Angeles Memorial Coliseum Commission

The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein.

24. An unrecorded lease with certain terms, covenants, conditions and provisions as set forth therein, as disclosed by inspection and/or investigation.

Dated: May 14, 2008
Lessor: Los Angeles Memorial Coliseum Commission, a joint powers agency created by agreement among public agencies pursuant to Title 1, Division 7, Chapter 5 (Section 6500 et seq.) of the California Government Code.
Lessee: University of Southern California, a California nonprofit public benefit corporation

As amended by First Amendment to Lease and Agreement dated November 4, 2010 and Second Amendment to Lease and Agreement dated as of July 29, 2013.

The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein.

25. Intentionally deleted.

26. Water rights, claims or title to water, whether or not disclosed by the public records.

B. Any state of facts that a current, accurate survey of the Premises would show, as of the Execution Date.

C. The Sports Arena Agreements as defined in this Lease.

D. Liens securing taxes and assessments that are not yet delinquent.

E. Rights reserved to or vested in any Governmental Authority (when serving in its capacity as a regulatory authority acting within its jurisdiction with respect to the application and enforcement of any laws, codes or ordinances applicable to the Premises, as opposed to any Governmental Authority acting in its capacity as a party to any Sports Arena Agreement) to control or regulate the Premises or the use thereof, including all applicable zoning and building laws, codes and ordinances.

EXHIBIT M
FORM OF SURETY BOND

Performance Bond No. [●]

KNOW ALL MEN BY THESE PRESENTS: that we, **PCL Construction Services, Inc.** of 500 North Brand Boulevard, Suite 1500, Glendale, California 92103, as Principal, hereinafter called "Contractor", and, **[SURETY],** a corporation duly organized under the laws of the State of [●], as Surety, hereinafter called "***Surety***", are held and firmly bound unto **LAFC Sports, LLC**, a Delaware limited liability company as Obligee, hereinafter called "***Owner***",

in the amount of [●] ($[●]) Dollars, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has entered into a Construction Management Agreement with Owner, dated [●] (the "***Contract***"), for the development and construction of an estimated 22,000 seat Major League Soccer stadium to be located in Los Angeles, California, as more fully described in the Contract, which Contract is by reference made a part hereof.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

1. Whenever Contractor shall be, and declared by Owner to be, in default under the Contract, Owner having performed Owner's obligations thereunder, Surety may either promptly remedy the default, or promptly:

(a) complete the Contract in cooperation with Owner in accordance with its terms and conditions, including payment of the liquidated damages that are the responsibility of Contractor; or

(b) obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if Owner elects, upon determination by Owner and Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

2. Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

3. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

The notice address and contact person for the Surety are as follows:

[…]

Surety agrees to accept all notices given to the address set forth above, attention to such individual.

Signed and sealed this ____ day of _____, 2015.

(Seal)

_____
Witness

_____
Witness

PCL Construction Services, Inc.
(Principal)

By: _____
Name:___

_____
(Surety) (Seal)

By: _____
Name: _____

[Labor and Material Payment Bond continues on following page]

Labor and Material Payment Bond No. [●]

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER

KNOW ALL MEN BY THESE PRESENTS: that we, **PCL Construction Services, Inc.** of 500 North Brand Boulevard, Suite 1500, Glendale, California 92103, as Principal, hereinafter called "***Contractor***", and, **[SURETY],** a corporation duly organized under the laws of the State of [●], as Surety, hereinafter called "***Surety***", are held and firmly bound unto **LAFC Sports, LLC**, a Delaware limited liability company as Obligee, hereinafter called "***Owner***", for the use and benefit of claimants as herein below defined,

in the amount of [●] ($[●]) Dollars for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has entered into a Construction Management Agreement with Owner, dated [●] (the "***Contract***"), for the development and construction of an estimated 22,000 seat Major League Soccer stadium to be located in Los Angeles, California, as more fully described in the Contract, which Contract is by reference made a part hereof.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with Contractor or with a Subcontractor of Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. Contractor and Surety hereby jointly and severally agree with Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

(a) unless claimant, other than one having a direct contract with Contractor, shall have given written notice of a claim to any of the following: Contractor, Owner, or Surety, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to Contractor, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

(b) after the expiration of one (1) year following the date on which Contractor ceased Work on the Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

(c) other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond. The notice address and contact person for the Surety are as follows:

[…]

Surety agrees to accept all notices given to the address set forth above, attention to such individual.

This bond shall benefit the Owner named herein together with its heirs, executors, administrators and successors.

Signed and sealed this ____ day of _____, 2015.	**PCL Construction Services, Inc.** (Principal)
(Seal)	By: _____ Name: ___
_____ Witness	_____ (Surety) (Seal)
_____ Witness	By: _____ Name: _____

[Dual Obligee Rider continues on following page]

Dual Obligee Rider

This Rider is executed concurrently with and shall be attached to and forms a part of Performance Bond No. [●] and Labor and Material Payment Bond No. [●] (hereinafter individually referred to respectively as "***Performance Bond***" or "***Payment Bond***", and collectively referred to as "***Bonds***") issued by **[SURETY]**, (hereinafter referred to as "***Surety***"), on the [●] day of [●], 20____ .

WHEREAS, **PCL Construction Services, Inc.** (hereinafter referred to as "***Contractor***") has entered into a Construction Management Agreement with **LAFC Sports, LLC** (hereinafter referred to as "***Owner***"), dated [●] (the "***Contract***"), for the development and construction of an estimated 22,000 seat Major League Soccer stadium to be located in Los Angeles, California, as more fully described in the Contract; and

WHEREAS, Owner has requested that Contractor and Surety execute and deliver to Owner the Bonds in connection with the Contract; and

WHEREAS, Owner has requested Contractor and Surety execute and deliver this Rider to Owner concurrently with the Bonds.

NOW, THEREFORE, the undersigned hereby agree and stipulate that **University of Southern California**, a California nonprofit public benefit corporation, shall be added to the Bonds as a named obligee (hereinafter referred to as "***Additional Obligee***"), subject to the conditions set forth below:

1. Surety shall not be liable under the Bonds to Owner, Additional Obligee, or any of them, unless Owner, Additional Obligee, or any of them, shall make payments to Contractor (or in the case Surety arranges for completion of the Contract, to Surety) in accordance with the terms of the Contract as to payments and shall perform all other obligations to be performed under the Contract at the time and in the manner therein set forth.

2. The aggregate liability of Surety under the Performance Bond, to any or all of the obligees (Owner and Additional Obligees), as their interests may appear, is limited to the penal sum of the Performance Bond; the Additional Obligee's rights hereunder are subject to the same defenses Contractor and/or Surety have against Owner, and the total liability of Surety shall in no event exceed the amount recoverable from Contractor by Owner under the Contract. At Surety's election, any payment due under the Performance Bond may be made by joint check payable to one or more of the obligees.

3. The aggregate liability of Surety under the Payment Bond to any or all of the obligees (Owner and Additional Obligees), and to persons or entities that are entitled to make claim under the Payment Bond (hereinafter, "***Claimants***"), as their interests may appear, is limited to the penal sum of the Payment Bond; Owner's and Additional Obligee's rights hereunder, if any, are subject to the same defenses Contractor and/or Surety have against Owner and/or the Claimants under the Payment Bond. At Surety's election, any payment due under the Payment Bond may be made by joint check payable to one or more of the obligees and/or Claimants.

Except as herein modified, the Bonds shall be and remain in full force and effect.

Signed this [●] day of [●], 20____.

(Surety) (Seal)

By: _____

Name: _____

EXHIBIT N-1
SPORTS ARENA GROUND LEASES

[See the following thirty (30) pages]

SPORTS ARENA AGREEMENT,
LEASE AND EASEMENT

THIS LEASE, which is hereby designated Sports Arena Lease of 1955, executed in quintuplicate, this 3rd day of January, 1956, by and between the SIXTH DISTRICT AGRICULTURAL ASSOCIATION, an institution of the State of California, hereinafter sometimes referred to as "District" or "Lessor", and the LOS ANGELES MEMORIAL COLISEUM COMMISSION, an entity, hereinafter sometimes referred to as "Commission" or "Lessee", organized and existing pursuant to the provisions of Title 1, Division 7, Chapter 5 of the California Government Code relating to joint exercise of powers; Subdivision 5 of Section 2 of the Charter of the City of Los Angeles, and Division 1, Chapter 3, Article 2 of the Agricultural Code of the State of California.

W I T N E S S E T H :

WHEREAS, Lessor is the owner and holder of fee title to that real property, hereinafter sometimes referred to as "the premises", situated in the City of Los Angeles, County of Los Angeles, State of California, and more fully described in Exhibit "A", hereto attached and by this reference made a part hereof, and

WHEREAS, Lessor desires to lease and let the premises to Lessee and Lessee desires to acquire the leasehold estate hereinafter created, all upon and subject to the terms and conditions hereinafter provided, and

WHEREAS, it is the mutual desire of each of the parties hereto that an arena, pavilion or stadium be

ORIGINAL

[illegible] provided,

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE 1

TERM OF LEASE

Lessor does hereby demise, lease and let the premises unto Lessee for the term of fifty (50) years, commencing the 1st day of January, 1956, for the purposes and upon the terms and conditions hereinafter set out.

ARTICLE 2

PLANS, SPECIFICATIONS AND CONSTRUCTION

At the earliest practicable date and in no event later than the date designated in Article 1 of this lease, Lessee shall submit to Lessor general and detailed and scale plans, elevations and drawings, both as to architectural and structural engineering, with complete specifications, all of which have been approved by the said Los Angeles Memorial Coliseum Commission as satisfactory and sufficient to provide for the complete construction and the equipment of a structure or structures, together with incidental improvements, all to be upon the leased premises or appurtenant thereto, which will be suitable for an arena or stadium to be used for the purposes hereinafter provided. Except as the context may require otherwise, the term "arena or stadium" as used in this lease shall mean said structure or structures, together with said incidental improvements and equipment.

At the earliest practicable date and in no event more than one hundred and eighty (180) days after written notice by Lessor to Lessee, Lessee

all substantially in accordance with said plans and specifications and all at the cost and expense of Lessee.

ARTICLE 5

USE OF PREMISES

The premises and said arena or stadium shall be used only for competitive sports; athletics; games; pageants; plays, celebrations; patriotic or religious getherings; public recreation; motion picture production or display; public gatherings; festivals; exhibits; industrial, trade, horticultural or agricultural shows; conventions; and exhibitions and productions of a local, regional, national or international character; and for purposes related or incidental to any or all of the foregoing, primarily to the end that the citizens and public generally may enjoy and receive the greatest benefit possible from the Sports Arena and that the City, the County and the District may more effectively demonstrate and exploit their climatic, geographic, recreational, cultural and commercial resources and advantages.

Lessee may lease, license, rent, use or permit the use of the said arena or stadium or any part thereof for any of the purposes described above.

Said City, County and District shall each have the right, upon application to Lessee to use said arena or stadium or any part thereof for any purpose for which it may lawfully use the same, on any date not otherwise reserved, upon such terms and conditions as may be agreed upon with the Lessee.

Lessee shall not make any lease, license,

said arena or stadium to any person or entity for any period which will extend beyond the expiration of the term of this lease.

Lessee may grant concession privileges for the vending and sale of liquids and edibles, programs, cushions and similar articles, or for the renting of any of said articles, provided that no such concession shall be made or given to extend over a period of more than three (3) years or beyond the expiration of the term of this lease, and provided, further, that no concession privilege, lease or license shall permit the vending or sale or dispensing of spirituous alcoholic liquors upon the said premises.

ARTICLE 4

EASEMENT

Lessor does hereby grant and convey to Lessee as an appurtenance to the premises herein leased, an easement in the nature of an underground passageway for ingress and egress to service the herein proposed sports arena. Said easement shall extend generally in an east-west direction from the basement of said sports arena sloping gradually upward to the surface where it connects with South Coliseum Drive. Said easement shall be limited to fifty (50) feet in width, paved, and for the use of persons, vehicles and animals in connection with servicing said facility. Said easement shall be more particularly defined by reference to the final plans and specifications of the architect and designer of said facility.

MAINTENANCE OF PREMISES

Lessee shall keep and maintain the leased premises and the arena or stadium and equipment in good order and repair at all times at the cost and expense of Lessee.

Lessee shall provide all water, power, heat, light, sewage and utilities at its own expense.

Lessee shall pay all taxes, assessments or other charges, if any, lawfully levied or assessed upon or in respect of the premises or any part thereof, improvement thereon, or revenues therefrom.

ARTICLE 6

INSURANCE

Lessee shall carry such insurance and in such amounts as Lessee shall deem necessary or desirable to keep the structures, improvements and equipment of said arena or stadium insured against loss or damage by fire or earthquake and shall pay the premiums therefor.

Lessee shall keep and maintain at all times insurance for the benefit and protection of Lessor and Lessee against claims for death or personal injury of persons in or about the leased premises in an amount not less than Five Hundred Thousand Dollars ($500,000.00) as to the death or injury of one person, and in an aggregate amount for the death of or injury to more than one person of not less than Two Million Dollars ($2,000,000.00), and shall keep and maintain in effect at all times insurance for the benefit and protection of Lessor and Lessee for the loss or destruction of or damage to property of others upon or in connection

less than One Hundred Thousand Dollars ($100,000.00).

ARTICLE 7

RENT

Lessor hereby reserves and Lessee hereby agrees to pay to Lessor at Los Angeles, California, rent for the leased premises as hereinafter provided.

Lessee shall not be required to pay any rent until two (2) years shall have elapsed after issuance of the building permit to commence construction of the arena or stadium provided for by the provisions hereof.

After the elapse of two (2) years from the date of issuance of said building permit, Lessee shall pay rent calculated as follows:

(a) For the period of ten (10) years commencing at the expiration of the second year of this lease, at the rate of Ten Thousand Dollars ($10,000.00) per year;

(b) For the period of ten (10) years commencing at the expiration of the twelfth year of this lease, at the rate of Twenty Thousand Dollars ($20,000.00) per year;

(c) For the remaining period of this lease at the rate of Thirty Thousand Dollars ($30,000.00) per year.

The rent hereinabove provided shall be paid annually at or before the end of the lease year for which it is payable.

For the purpose of securing the payment of the rent hereinabove provided, Lessee does hereby assign,

premises to the extent, and only to the extent, necessary to pay to Lessor the rent as and at the time hereinabove provided, with the exception, however, that said receipts and revenues shall be first applied to satisfy payment of the ordinary and direct expenses, other than rent incurred in the operation and maintenance of the sports arena. Lessee further undertakes and agrees that during the term of the lease, it will not pledge, assign, transfer or set over unto any other entity any right, title or interest in or to said revenues which will or may in any way defeat or impair the right of Lessor to receive or of Lessee to make payment of said rent from such revenues.

ARTICLE 8

PLEDGE, ASSIGNMENT AND SUBLETTING

Lessee shall not assign this lease or any of its rights hereunder or sublet the leased premises or any part thereof without the written consent or approval of Lessor; provided, however, that any lease, license, contract or agreement of Lessee which permits or allows the premises or any part thereof to be used for any of the purposes set out in Article 3 hereof and not in violation or contravention of the restrictions of that Article shall not be deemed such a subletting as to require the consent or approval of Lessor.

ARTICLE 9

BREACH OR DEFAULT OF LESSEE

In the event that Lessee shall fail to perform or abide by any of the terms or conditions of

lease, and in the event that such breach shall continue and not have been cured or corrected after two (2) years' written notice by Lessor to Lessee specifying such breach, Lessor at its option, may terminate this lease, and thereupon Lessee will quit and surrender the leased premises, including the improvements thereon and equipment thereof, to Lessor in good condition and repair, damage by fire, act of God and the elements excepted, and Lessee shall have no right, title or interest in or to any of such property and no claim against the Lessor for the cost or expense thereof. In the event, however, that Lessee does issue revenue bonds for the construction of the herein proposed sports arena or stadium, then Lessor shall not terminate this lease for such breach unless and until all such revenue bonds and the interest thereon shall have been paid or provision for such payment shall have been made, provided, however, that any unpaid rent shall accrue and bear interest at the rate of 6% per annum from the date when the same was payable by the terms hereof, and all accrued rent shall have first priority as part of the ordinary operating expenses for payment out of the revenue from the sports arena or stadium.

ARTICLE 10

EXTENSION OF TERM

At any time during the forty-eighth (48th) year of this lease, Lessee may give written notice to Lessor that Lessee elects to extend the term of this lease for such an additional period as may be lawful, if any, provided that the total period of such extension shall not exceed forty-nine (49) years. Lessor shall grant such

the event of such extension the rent to be paid for and during such extension shall be the amount or at the rate agreed upon by Lessor and Lessee, and in the event that Lessor and Lessee shall be unable or fail to agree upon the amount or rate thereof, then the rent for the term of such extension shall be fixed at such amount or amounts and at the rate which shall be determined in accordance with the following procedure:

The assessed valuation of all the land within the County of Los Angeles, as of January 1, 1956, shall be determined by reference to the published report of the County Assessor in effect on that date. The assessed valuation of all the land within the County of Los Angeles as of the forty-seventh (47th) year of this lease shall be determined by reference to the then officially published figure. Account shall be taken of any change in the method used in arriving at these two figures on their respective dates. From these two figures the percentage of increase or decrease in said assessed valuation during the intervening period shall be determined. The annual rental for the term of such extension shall be determined by applying said percentage increase or decrease in assessed valuation to the annual amount of rent payable to Lessor at the expiration of the original fifty (50) year term of the herein lease. The formula to be thus applied will be as follows:

$$\frac{\text{Annual rental rate at expiration of original term}}{\text{Annual rental rate during extended term}} = \frac{\text{Assessed value in year 1956}}{\text{Assessed value in year 2003}}$$

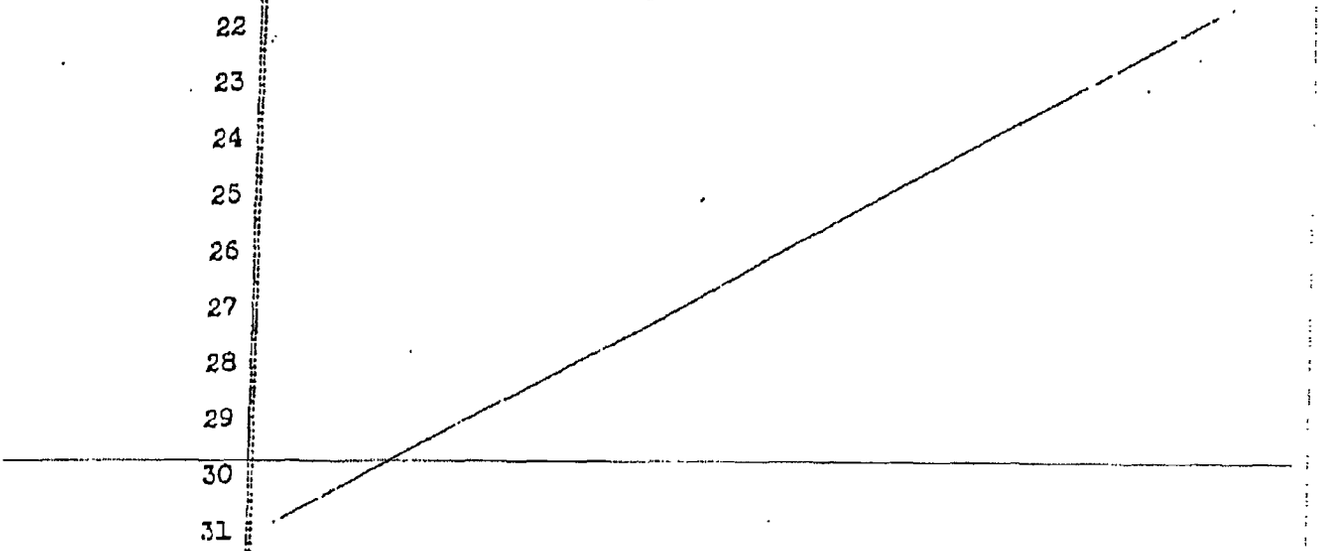
the said extended term which is less than the rental provided for herein to be paid during the last year of the original term of this lease.

ARTICLE 11

SURRENDER UPON EXPIRATION

Upon the expiration of the term of this lease, unless it shall be renewed or extended as hereinafter provided, Lessee will quit and surrender to Lessor the possession of the leased premises, including the improvements thereon and the equipment thereof, to Lessor in good condition and repair, damage by fire, act of God and the elements excepted, and Lessee shall have no right, title or interest in or to any of such property and no claim against the Lessor for the cost or expense thereof.

The Commission covenants that it will authorize the execution and delivery of such instruments and take such further action as may be reasonable and as may be required to perfect title to said premises and improvements in the Lessor upon the termination of this lease.



these presents to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed, as of the day and year first above written.

ATTEST:

By _____
Secretary, Sixth District Agricultural Association

SIXTH DISTRICT AGRICULTURAL ASSOCIATION

By _____
President

ATTEST:

By _____
Secretary, Los Angeles Memorial Coliseum Commission

LOS ANGELES MEMORIAL COLISEUM COMMISSION

By _____
President

APPROVED:

DEPARTMENT OF FINANCE OF THE STATE OF CALIFORNIA

By _____
Director of Finance

APPROVED AS TO FORM

By _____
Assistant Attorney General

by ordinance

The within instrument approved by the Council of the City of Los Angeles at its meeting of

NOVEMBER 21 1955

WALTER A. PETERSON, City Clerk

By _____
Deputy

Approved as to Form and Legality

DEC 30 1955 19

ROGER ARNEBERGH
City Attorney

By _____
Deputy

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPOSED SPORTS ARENA SITE

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

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

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

ALSO EXCEPT any portion included within Lot P of said Southern District Agricultural Park and adjoining lots.

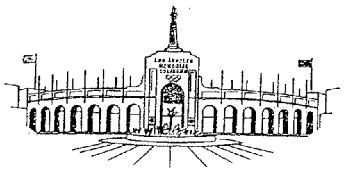
SPORTS ARENA AGREEMENT
AND LEASE

OFFICERS
DON KNABE
PRESIDENT

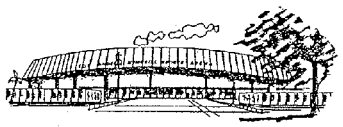
BERNARD C. PARKS
VICE PRESIDENT

MARGARET U. FARNUM
CHIEF ADMINISTRATIVE OFFICER

PATRICK T. LYNCH
GENERAL MANAGER



SITE OF 1932 AND 1984
OLYMPICS ATHLETICS COMPETITION
OPENING & CLOSING CEREMONIES



SITE OF 1984 OLYMPICS
BOXING COMPETITION

STATE OF CALIFORNI
WILLIAM J. CHADWICK
A. LARRY CHAPMAN
ROBERT H. McNEILL, JR.

FRANKLIN E. ULF
ALTERNATE

COUNTY OF LOS ANGEI
YVONNE BRATHWAITE BURK
DON KNABE
ZEV YAROSLAVSKY

MICHAEL D. ANTONOVICH
ALTERNATE

CITY OF LOS ANGELES
BERNARD C. PARKS
MIKE ROOS
LISA SPECHT

CHRISTOPHER W. HAMMOND
NATE HOLDEN
ALTERNATES

LOS ANGELES MEMORIAL COLISEUM COMMISSION
COLISEUM, 3911 S. FIGUEROA ST. • (213) 765-6711 • SPORTS ARENA, 3939 S. FIGUEROA ST. • (213) 748-6136
FAX: (213) 748-5828 • LOS ANGELES, CALIFORNIA 90037 • FAX: (213) 746-9346

September 3, 2003

California Science Center, a.k.a.
Sixth District Agricultural Association
700 State Drive
Los Angeles, California 90007

Attention: William J. Chadwick
Chairman, Board of Directors

Re: Election to Extend Term of Sports Arena Agreement, Lease and Easement dated January 3, 1956

Dear Members of the Board,

At its meeting of September 3, 2003, the Los Angeles Memorial Coliseum Commission took action electing to extend the term of the Sports Arena Agreement, Lease and Easement dated January 3, 1956 ("Agreement") for an additional period of forty-nine (49) years.

Accordingly, this is to provide written notice of that election pursuant to Article 10 of the Agreement, and that the term of the Agreement is thereby extended for an additional period of 49 years extending from January 1, 2006 through December 31, 2054.

This extension of the term of the lease also serves to extend the term of the Amended and Restated Los Angeles Memorial Coliseum Commission Management Agreement for an identical term as the extended term of the lease.

The Commission believes that great progress has been made in recent years, through the cooperative efforts of the California Science Center, African-American Museum, County Museum of Natural History, City of Los Angeles, County of Los Angeles, community groups and other entities involved in Exposition Park, to lay essential groundwork which will enable the Park and all of its facilities to continue and significantly enhance the provision of educational, recreational, cultural, commercial and other related opportunities for the local, regional, national and international communities of Los Angeles.

In this connection, the Commission desires very much to expeditiously continue and conclude the ongoing negotiations concerning rent, as well as other changes to both this Agreement and the Sports Arena ground lease which will enable us together to assure that these important and historic facilities continue to serve the needs of these greater Los Angeles communities for the 21st century.

Very truly yours,

LOS ANGELES MEMORIAL COLISEUM COMMISSION

By
DON KNABE
President

c: City of Los Angeles
County of Los Angeles

AMENDMENT TO SPORTS ARENA AGREEMENT, LEASE AND EASEMENT

This AMENDMENT TO SPORTS ARENA AGREEMENT, LEASE AND EASEMENT is executed this 13th day of February, 2008 by and between the CALIFORNIA SCIENCE CENTER, also known as the SIXTH DISTRICT AGRICULTURAL ASSOCIATION, an institution of the State of California (hereinafter "Lessor") and the LOS ANGELES MEMORIAL COLISEUM COMMISSION, a public joint powers entity (hereinafter "Lessee").

Recitals

Lessor and Lessee are parties to that certain Sports Arena Agreement, Lease and Easement ("Agreement") dated January 3, 1956, as amended. Pursuant to Article 10 of the Agreement, the Lessee on September 3, 2003 elected to extend the term of the Agreement for an additional period of 49 years, extending from January 1, 2006 through December 31, 2054. Subsequent to such election, Lessor and Lessee have engaged in negotiations concerning rent, as provided in Article 10, and have now agreed upon such rent for the extended term of the Agreement.

NOW, THEREFORE, Lessor and Lessee agree as follows:

1. ARTICLE 7. RENT shall be amended to read, in its entirety:

ARTICLE 7

RENT

Lessor and Lessee agree that the rent for the leased premises to be paid by Lessee to Lessor for the extended term of the Agreement (January 1, 2006 through December 31, 2054) shall be as follows.

A. For the year 2006, Lessee shall pay to Lessor $30.000.00, which Lessor acknowledges has been paid in full.

B. For the year 2007, Lessee shall pay to Lessor $281,250.00. Lessor acknowledges receipt of advance payment on such amount from Lessee in the amount of $30.000.00, and Lessor and Lessee agree that the balance of $251,250.00 shall be due and payable within thirty (30) days from the date of execution of this Amendment.

C. For years 2008 through 2054, Lessee shall pay to Lessor a yearly rental amount which consists of Base Rent plus Naming Rights Equivalent. Lessee shall pay to Lessor a base rental amount of $375,000.00 per year (Base Rent). In addition to Base Rent, Lessor acknowledges that the Lessee will endeavor to identify and contract with a single Naming Rights Sponsor, on customary commercial terms, for purposes of "branding" the Coliseum and increasing Coliseum revenues for the public's benefit, and Lessee agrees to pay to Lessor an amount equal to 1.875 % of all revenues received by the Lessee per year, if any, from the Naming Rights Sponsor (Naming Rights Equivalent).

D. Commencing in year 2016, and each year thereafter, the yearly Base Rent amount shall be adjusted in accordance with the published percentage increase, if any, in the U.S. Department of Labor, Bureau of Labor Statistics Consumers Price Index All Urban Consumers (Los Angeles - Riverside - Orange County, California) ("CPI"), provided, however, that the total amount of Base Rent plus the Naming Rights Equivalent shall be at least $487,500.00 per year. Such CPI adjustments shall be made based on the published percentage change in the CPI between December of the preceding year and December of the next immediately preceding year. The Base Rent, as adjusted for CPI, shall constitute the Base Rent

Amount for that calendar year. If the CPI is discontinued or revised during the term, such other government index of computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the CPI had not been continued or revised.

E. Rent shall be paid annually as follows: at least one-half (1/2) of the annual rent shall be paid on or before June 30 of the lease year and the balance shall be paid on or before December 31 of the lease year for which it is payable.

F. Payment of the yearly rental amount shall be deemed to include and satisfy all of Lessee's responsibilities and obligations to pay its pro-rata share of the costs of the Sixth District Agricultural Association's "Common Area Services" (for example, services provided by the Office of Park Manager; landscaping, maintenance and janitorial services for the Exposition Park grounds, office of park security and safety services), and Lessee shall not be charged or otherwise responsible for any costs associated with Common Area Services during the term of this agreement.

G. Lessor and Lessee recognize and agree that the fair value of the rights granted by this Lease will likely be subject to change during the lease term based on then-current prevailing market and economic conditions. Lessor and Lessee agree that the yearly rental amount shall be subject to periodic recalculation and adjustment (either increase or decrease) to reflect the fair value of the rights granted under this Lease, based on then-current prevailing market and economic conditions. At the request of either party, the parties shall promptly enter into good faith negotiations to determine the then-current fair value of this Lease.

In recalculating the yearly rental amount, the parties shall consider relevant fiscal matters (including, but not limited to) rental, naming rights or other

income the Coliseum Commission receives from its subtenants, licensees, affiliates and other users of the Sports Arena; revenue Lessee receives from providing goods or services in connection with the Sports Arena; any proposed significant change in the use of a structure of improvement located on the premises; the parties' capital expenditures; the parties' repair and maintenance costs; the parties' administrative costs; and the parties' operating expenses. The parties agree to cooperate in the negotiations by (including, but not limited to) providing financial records and documents that will assist in determining the current fair rental value.

The recalculated rental rate shall constitute the yearly rental amount for the following calendar years until otherwise recalculated.

4 For the purpose of securing the payment of the rent hereinabove provided, Lessee does hereby assign, transfer and set over to Lessor all of the receipts and revenues of said Sports Arena or stadium and leased premises to the extent, and only to the extent, necessary to pay to Lessor the rent as and at the time hereinabove provided, with the exception, however, that said receipts and revenues shall first be applied to satisfy payment of the ordinary and direct expenses, other than rent, incurred in the operation and maintenance of the Sports Arena or stadium. Lessee further undertakes and agrees that during the term of the Lease, it will not pledge, assign, transfer or set over unto any other entity any right, title or interest in or to said revenues which will or in any way defeat or impair the right of Lessor to receive or of Lessee to make payment of said rent from such revenues.

2 Except as expressly changed or modified by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect

IN WITNESS WHEREOF, Lessor and Lessee have caused this AMENDMENT TO SPORTS ARENA AGREEMENT, LEASE AND EASEMENT to be executed by their duly authorized officers as of the day and year first above written.

LOS ANGELES MEMORIAL COLISEUM COMMISSION

By _____
President

CALIFORNIA SCIENCE CENTER
(Also known as the SIXTH DISTRICT AGRICULTURAL ASSOCIATION)

By _____
for President

APPROVED AS TO FORM:

By _____
Commission Counsel

APPROVED:

STATE AND CONSUMER SERVICES AGENCY

By _____
Secretary

APPROVED:

DEPARTMENT OF GENERAL SERVICES

By _____
Director

AMENDMENT TO SPORTS ARENA AGREEMENT, LEASE AND EASEMENT

This AMENDMENT TO SPORTS ARENA AGREEMENT, LEASE AND EASEMENT (this "***Amendment***") is dated as of December 20, 2013 by and between the CALIFORNIA SCIENCE CENTER, also known as the SIXTH DISTRICT AGRICULTURAL ASSOCIATION, an institution of the State of California ("***Lessor***") and the LOS ANGELES MEMORIAL COLISEUM COMMISSION, a public joint powers entity ("***Lessee***") established by agreement among Lessor, the County of Los Angeles and the City of Los Angeles pursuant to Title 1, Division 7, Chapter 5 (Section 6500 et seq.) of the California Government Code.

RECITALS

A. Lessor and Lessee are parties to that certain Sports Arena Agreement, Lease and Easement dated January 3, 1956, as amended by Amendment to Sports Arena Agreement, Lease and Easement dated February 13, 2008 (the "***Sports Arena Lease***").

B. Lessor and Lessee are also parties to that certain Coliseum Lease dated January 3, 1956, as amended by Amendment to Coliseum Lease dated June 17, 1971, Amendment to Coliseum Lease dated November 3, 1976, and Amendment to Coliseum Lease dated February 13, 2008 (the "***Coliseum Lease***").

C. Lessee and the University of Southern California ("***USC***") entered into a Second Amendment to Lease and Agreement (the "***Commission-USC Lease Second Amendment***") that amends the Lease and Agreement dated May 14, 2008 between Lessee and USC (the "**Original Commission-USC Lease**"), as previously amended by First Amendment to Lease and Agreement dated November 4, 2010 (the "**Commission-USC Lease First Amendment**"). The Original Commission-USC Lease, as amended by

the Commission-USC Lease First Amendment and the Commission-USC Lease Second Amendment, is referred to herein as the "**Commission-USC Lease.**"

D. In connection with the Commission-USC Lease Second Amendment and other agreements entered into between and among Lessor, Lessee and USC in connection with the Commission-USC Lease Second Amendment, including a Property Acquisition and Settlement Agreement dated on or about the date of this Amendment, Lessor and Lessee desire to amend the Sports Arena Lease in certain respects set forth herein. Lessor and Lessee are also entering into a separate related amendment to the Coliseum Lease concurrently herewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby amend the Sports Arena Lease and agree as follows:

1. Waiver of Rent. All rent payable by Lessee under the Sports Arena Lease for the period from July 1, 2012 through the day immediately preceding the "Commencement Date" under the Commission-USC Lease (the "***Free Rent Period***") is hereby waived. Notwithstanding any contrary term or provision of the Sports Arena Lease, there shall be no rent payable by Lessee for the Free Rent Period. Any previous notice of breach or default from Lessor to Lessee with respect to rent that was payable under the Sports Arena Lease during the Free Rent Period prior to the execution of this Amendment is hereby withdrawn by Lessor and shall be of no further force or effect. Lessor hereby waives, and releases Lessee from, any claims, damages, losses, liabilities, remedies and other rights that that Lessor may have or have had or incurred with respect to any non-payment of such rent by Lessee during the Free Rent Period.

2. Direct Payment of Rent. Lessor and Lessee agree that from and after the Commencement Date under the Commission-USC Lease, and continuing during the remaining term of the Commission-USC Lease, all rent payable by Lessee under the Sports Arena Lease shall be paid by USC directly to Lessor at the same times and in the same amounts as set forth in the Sports Arena Lease. Lessor shall accept such payment directly from USC. Lessor shall submit invoices for rent payable under the Sports Arena Lease to both USC and Lessee not less than sixty (60) days in advance of each date for which the rent is due, provided however, Lessor's failure to submit invoices shall not relieve Lessee from the obligation to pay rent. USC shall remit payment directly to Lessor, with a copy of the transmittal of such payment to be provided concurrently by USC to Lessee for the records of the Lessee.

3. Limitation on Number of Major Events. The Sports Arena Lease is hereby amended to limit the number of events held at the Coliseum, the Sports Arena or any replacement development at the premises under the Sports Arena Lease, for which the attendance exceed 25,000 persons ("***Major Events***") to a maximum of twenty-five (25) Major Events in the aggregate during any calendar year including any USC Home Football Games and Commission Events as defined in the Commission-USC Lease; provided, however, that the following events shall not constitute Major Events regardless of attendance: (A) the Olympics, (B) the Special Olympics and (C) the Super Bowl. Additionally, if the Coliseum is used on a temporary basis (not to exceed four consecutive years) by an NFL team for its home football games, such NFL Games shall not count toward the twenty-five (25) Major Events limitation so long as the total number of Major Events does not exceed thirty (30) Major Events in any calendar year.

4. Exercise of Sports Arena Termination Right. Section 12.2 of the Commission-USC Lease affords the Commission certain rights to terminate the Commission-USC Lease with respect to the "Sports Arena Property" under the Commission-USC Lease (i.e., the premises under the Sports Arena Lease) if USC ceases operation of the Sports Arena other than for redevelopment purposes, or if USC ceases operation of the Sports Arena for redevelopment purposes but USC fails to commence the redevelopment work within twenty-four (24) months after entering into a binding redevelopment commitment. The Commission shall not exercise either of the foregoing termination rights without the District's consent unless the Commission is able to demonstrate evidence of a reasonably creditworthy source for the payment to the District of the rent payable to the District under the Sports Arena Lease following such termination.

5. Effect of Amendment. In the event of any conflict or inconsistency between the terms and provisions of the Sports Arena Lease, as amended prior to the date of this Amendment, and the terms and provisions of this Amendment, the terms and provisions of this Amendment shall control. The Sports Arena Lease remains in full force and effect, unmodified except as set forth in this Amendment.

6. Counterparts. This Amendment may be executed in counterparts, each of which shall constitute an original of this document and all of which collectively shall constitute a fully-executed Amendment.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, Lessor and Lessee have entered into this Amendment as of the date first set forth above.

LOS ANGELES MEMORIAL COLISEUM COMMISSION

By: _____
Don Knabe, President

APPROVED AS TO FORM:

By: _____
Thomas J. Faughnan
Commission Legal Counsel

APPROVED AS TO FORM:

By: _____
Munger, Tolles & Olson LLP

CALIFORNIA SCIENCE CENTER, also known as the SIXTH DISTRICT AGRICULTURAL ASSOCIATION

By: _____
Name: Irene Romero
Title: Member Board of Directors

APPROVED:

CALIFORNIA NATURAL RESOURCES AGENCY

By: _____
Name: Patrick Kemp
Title: Asst Secretary

APPROVED:

DEPARTMENT OF GENERAL SERVICES

By: _____
Name: Michael Butler
Title: Chief, Real Property Services

B/S # 225 D

City #23694

NOV 1 1955

AGREEMENT AND LEASE FOR PARCEL ADJACENT TO ARENA

THIS LEASE, which is hereby designated Adjacent Parcel Lease of 1955, executed in quintuplicate, this 3rd day of January 1956, by and between the SIXTH DISTRICT AGRICULTURAL ASSOCIATION, an institution of the State of California, hereinafter sometimes referred to as "District" or "Lessor", and the LOS ANGELES MEMORIAL COLISEUM COMMISSION, an entity, hereinafter sometimes referred to as "Commission" or "Lessee", organized and existing pursuant to the provisions of Title 1, Division 7, Chapter 5 of the California Government Code relating to joint exercise of powers; Subdivision 5 of Section 2 of the Charter of the City of Los Angeles, and Division 1, Chapter 3, Article 2 of the Agricultural Code of the State of California.

W I T N E S S E T H :

WHEREAS, Lessor is the owner and holder of the title to that real property, herein sometimes referred to as "the premises", situated in the City of Los Angeles, County of Los Angeles, State of California, and more fully described in Exhibit "A", hereto attached and by this reference made a part hereof, and

WHEREAS, Lessor desires to lease and let the premises to Lessee, and Lessee desires to acquire the leasehold estate hereinafter created, all upon and subject to the terms and conditions hereinafter provided;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE 1

TERM OF LEASE

Lessor does hereby demise, lease and let the premises unto Lessee for an indefinite term, commencing the 1st day of January, 1956, for the purposes and upon the terms and conditions hereinafter set out.

This lease shall be terminable at any time by the Lessor upon thirty days' written notice to the Lessee.

ARTICLE 2

CONSTRUCTION OF TENNIS COURTS

At the earliest practicable date, and in no event more than ninety (90) days after written notice by Lessor to Lessee, the Lessee shall commence removal of the tennis courts which are presently located in Exposition Park partially on the site of the proposed sports arena and partially on the real property herein leased and shall relocate such tennis courts upon a site in Exposition Park to be agreed upon between said District and the City of Los Angeles.

ARTICLE 3

USE OF PREMISES

The premises shall be used only for park purposes, in the manner as heretofore maintained.

ARTICLE 4

MAINTENANCE OF PREMISES

Lessee shall keep and maintain the leased premises as an integral part of Exposition Park at all times at the cost and expense of Lessee.

Lessee shall provide all water, power, heat, light, sewage and utilities at its own expense.

Lessee shall pay all taxes, assessments or

other charges, if any, lawfully levied or assessed upon or in respect of the premises, or any part thereof, improvements thereon, or revenues therefrom.

ARTICLE 5

INSURANCE

Lessee shall keep and maintain at all times insurance for the benefit and protection of Lessor and Lessee against claims for death or personal injury of persons in or about the leased premises in an amount not less than Five Hundred Thousand Dollars ($500,000.00) as to the death or injury of one person, and in an aggregate amount for the death or injury to more than one person of not less than Two Million Dollars ($2,000,000.00).

ARTICLE 6

PLEDGE AND ASSIGNMENT

Lessee shall not pledge or assign this lease or any of its rights hereunder without the written consent or approval of Lessor.

ARTICLE 7

SURRENDER UPON EXPIRATION

Upon the termination of this lease, Lessee will quit and surrender to Lessor the possession of the leased premises, including any improvements thereon and equipment thereof, in good condition and repair, damage by fire, acts of God and the elements excepted, and Lessee shall have no right, title or interest in or to any of such property and no claim against the Lessor for the cost or expense thereof.

IN WITNESS WHEREOF, said parties have caused these presents to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed, as of the day and year first above written.

ATTEST:

SIXTH DISTRICT AGRICULTURAL ASSOCIATION

By Joseph J. Micciche(sgd)
Secretary, Sixth District Agricultural Association

By J. Howard Edgerton(sgd)
President

ATTEST:
(SEAL)

LOS ANGELES MEMORIAL COLISEUM COMMISSION

By W.H.Nicholas(sgd)
Secretary, Los Angeles Memorial Coliseum Commission

By John B. T. Campbell (sgd)
President

APPROVED:

DEPARTMENT OF FINANCE OF THE STATE OF CALIFORNIA

By John M. Peirce (sgd)
Director of Finance

APPROVED AS TO FORM
By Walter S. Rountree (sgd)
Assistant Attorney General

The within instrument approved by ordinance by the Council of the City of Los Angeles at its meeting of NOVEMBER 21 1955
WALTER C. PETERSON, City Clerk
By A.M.Morris (sgd)
Deputy

Approved as to Form and Legality
DEC 30 1955
ROGER ARNEBERGH, City Attorney
By Alfred C. Rogers (sgd)
DEPUTY

EXHIBIT "A"

LEGAL DESCRIPTION

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

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

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

EXHIBIT N-2
CURRENT USC LEASE

[See the following eighty-nine (89) pages]

SECOND AMENDMENT TO LEASE AND AGREEMENT

BY AND BETWEEN

LOS ANGELES MEMORIAL COLISEUM COMMISSION

AND

UNIVERSITY OF SOUTHERN CALIFORNIA

July 29, 2013

SECOND AMENDMENT TO LEASE AND AGREEMENT

This SECOND AMENDMENT TO LEASE AND AGREEMENT (this "***Amendment***") is made and entered into as of July 29, 2013 (the "***Effective Date***"), by and between the LOS ANGELES MEMORIAL COLISEUM COMMISSION, a joint powers agency created by agreement among public agencies pursuant to Title 1, Division 7, Chapter 5 (Section 6500 et seq.) of the California Government Code ("***Landlord***"), and the UNIVERSITY OF SOUTHERN CALIFORNIA, a California nonprofit public benefit corporation ("***Tenant***").

RECITALS

A. Landlord and Tenant are parties to that certain Lease and Agreement dated May 14, 2008 concerning the lease by Landlord to Tenant of the Coliseum Property (as more particularly described on Exhibit A attached hereto) for the use of the Coliseum Property as the home stadium for the University of Southern California football team, as amended by First Amendment to Lease and Agreement dated November 4, 2010 (the "***Agreement***").

B. Subject to the provisions of Section 18.1 of this Amendment, Landlord and Tenant desire to amend the Lease effective as of the Effective Date to modify the terms on which the Coliseum Property is leased to Tenant and to expand the premises demised under the Agreement to include the Sports Arena Property (as more particularly described on Exhibit B attached hereto), the Owned Property (as more particularly described on Exhibit C attached hereto) and the Parking Lot Property (as more particularly described on Exhibit D attached hereto), all in accordance with the terms and provisions of this Amendment.

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 to amend the Agreement as follows:

1. **Definitions; Exhibits.** Article 1 and Exhibit A of the Agreement are deleted hereby. Instead, capitalized words and expressions used in the Agreement and this Amendment, and other terms and expressions defined in the Glossary attached to this Amendment, shall have the meanings given to them in the Glossary, which Glossary is hereby incorporated into the Agreement, as amended by this Amendment. All references in such Glossary to a particular "Section" shall mean and refer to the corresponding Section in the Agreement, as amended by this Amendment. All other Exhibits attached to the Agreement are deleted and replaced with the Exhibits attached to this Amendment. The Exhibits attached to this Amendment are incorporated into the Agreement, as amended by this Amendment. All references in the Agreement, as amended by this Amendment, or in the Glossary attached hereto, to a particular Exhibit shall mean the corresponding Exhibit attached to this Amendment.

2. **Premises.** Article 2 of the Agreement is deleted hereby and replaced by the following:

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.

2.2 Other Property. In connection with the lease of the Premises, Landlord hereby transfers to Tenant for the Term a leasehold interest in the property described on **Schedule 2.2-1**, to the extent such property is owned by Landlord or leased by Landlord from a third party (collectively, the "***Other Property***"). The Other Property is leased to Tenant with absolutely no representations or warranties of any kind or character, express or implied, including but not limited to any warranty as to fitness for any particular purpose; provided, however that Landlord hereby represents and warrants that none of the Other Property is leased by Landlord from a third party other than the west end video board and associated equipment leased from Kinetic Leasing, Inc. pursuant to the Kinetic Leasing Lease (as defined in Section 4.2(c)). Prior to the Commencement Date, Landlord shall provide to Tenant a materially complete inventory (including, as applicable, tag numbers, serial numbers, etc.) and location of all tangible assets being leased pursuant to this Section 2.2. Concurrent herewith, Landlord and Tenant have executed an assignment and assumption of lease pursuant to which effective as of the Commencement Date Landlord has assigned to Tenant all of Landlord's rights under the Kinetic Leasing Lease, and Tenant has assumed Landlord's obligations under the Kinetic Leasing Lease from and after the Commencement Date and continuing for the duration of the Term. As of the expiration of the term of the Kinetic Leasing Lease, the west end video board and associated equipment shall be automatically included in the Other Property and leased directly by Landlord to Tenant without the need for any further documentation. With respect to any licenses, contracts, leases and other agreements included on **Schedule 2.2-1**, as of the Commencement Date Landlord shall be deemed to have assigned to Tenant Landlord's rights, title and interest in and to such licenses, contracts, leases and other agreements arising or accruing during the Term of this Agreement, and Tenant shall be deemed to have assumed the performance of all of Landlord's obligations and liabilities under such licenses, contracts, leases and agreements arising or accruing during the Term of this Agreement.

2.3 District Leases. This Agreement is subject to the terms and provisions of the District Leases, as the District Leases may hereafter be amended in a manner that does not violate the terms and provisions of this Section 2.3. Landlord hereby agrees that it will not at any time during the Term amend or modify the District Leases in any manner that could reasonably be deemed to have any effect on Tenant under this Agreement or as a direct tenant of the District pursuant to the NDA, without the prior written consent of Tenant, which Tenant may withhold in its sole discretion.

Landlord and District have approved a non-binding Term Sheet (the "***District/Commission Term Sheet***") that includes the terms on which Landlord and District intend to amend the District Leases (the "***District Leases Amendments***"). If as of

the Effective Date Landlord and District have executed and delivered the District Leases Amendments, then the District Leases shall include the District Leases Amendments. If as of the Effective Date Landlord and District have not executed and delivered the District Leases Amendments, then notwithstanding any contrary term or provision of the immediately preceding paragraph, Landlord shall have the right to amend the District Leases pursuant to the District Leases Amendments, and this Agreement shall be subject and subordinate to such District Leases Amendments; provided, however, that Tenant shall have the right to approve any terms of the District Leases Amendments executed after the Effective Date that are not set forth in, or that are inconsistent or in conflict with the terms of, the District/Commission Term Sheet, which approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Landlord shall have the right to amend the District Leases in a manner consistent with Section 6.2 of this Agreement.

2.4 Prior Agreement. Landlord and Tenant shall cooperate in the transition of the maintenance, repair and operation of the Premises from Landlord to Tenant as of the Commencement Date. Each of Landlord and Tenant hereby waives, withdraws, releases and relinquishes any and all past, current and future rights, claims, suits, causes of action, remedies, liabilities and damages against the other party (and, in the case of Landlord as the other party, against Landlord's constituent entities), and its and their trustees, officers, directors, commissioners, officials, agents or employees, which are based upon or relate or pertain to (A) the terms or provisions of Article 13 of the Prior Agreement, or any other terms or provisions of the Prior Agreement pertaining or relating to the SCIA, the Capital Plan or the Additional Improvements under the Prior Agreement (as such terms are defined in the Prior Agreement); or (B) any breach or default of the other party under the Prior Agreement prior to the Effective Date of this Agreement with respect to which the releasing party has knowledge as of the Effective Date; provided that the foregoing waiver and release shall not be deemed to modify or supersede the provisions of Section 16.4(a) of this Agreement.

2.5 Acceptance. Prior to entering into this Agreement, Tenant has operated in and on the Coliseum Property pursuant to the Prior Agreement. In addition, Tenant has made an independent examination of the Coliseum Property and the remainder of the Premises and all matters related to Tenant's decision to enter into this Agreement. Tenant does not rely on, and Landlord does not make, any express or implied representations or warranties as to any matters relating to the Premises. Tenant accepts the Premises in their existing "as-is" condition, with all faults and defects. Except to the extent otherwise provided in Section 16.4(a), Tenant hereby waives, releases and relinquishes any and all rights, claims, suits, causes of action, remedies, liabilities and damages against Landlord and Landlord's constituent entities, and its and their officers, directors, commissioners, officials, agents, employees and contractors (collectively, "***Landlord Parties***") based upon any defects in the physical condition of the Premises existing as of the Effective Date, regardless of whether such condition was known or unknown as of the Effective Date. Notwithstanding any other provision of this Agreement, nothing in this Agreement shall release or relieve Landlord from liability for, and Tenant hereby reserves all rights on account of or arising from, any material misrepresentations made by Landlord in this Agreement, or any material

misrepresentations, misstatements or concealment of facts regarding the physical condition of the Premises made on Landlord's behalf by the persons holding the following titles in Landlord's organization as of the Effective Date: (a) each of the Commissioners, (b) Interim General Manager, and (c) Director, Stadium Operations and Special Projects that in each case (i) are fraudulent, and (ii) Tenant did not have actual knowledge of such misrepresentation, misstatement or concealment of facts as of the Effective Date.

2.6 Parking Lot Property. The District/Commission Term Sheet also includes the terms on which Landlord intends to convey the Parking Lot Property to District, but as of the Effective Date Landlord and District have not completed such conveyance. Tenant agrees that Landlord shall have the right to convey the Parking Lot Property to District. Prior to the conveyance of the Parking Lot Property to District, the Parking Lot Property shall be included in the Premises under this Agreement. From and after the conveyance of the Parking Lot Property to District, the Parking Lot Property shall thereafter automatically be excluded from the Premises under this Agreement.

3. Term. Article 3 of the Agreement is deleted hereby and replaced by the following:

3. Term.

3.1 Initial Period. The term of the lease of the Premises to Tenant pursuant to this Agreement (the "***Term***") shall commence as of 12:01 a.m. July 29, 2013 (the "***Commencement Date***"). The Term shall continue until the last day of the month preceding the twentieth anniversary of the Commencement Date, unless the Term is sooner ended or extended pursuant to the provisions of this Agreement. For all purposes under this Agreement, the Term shall include any Extension Term for which an Extension Option is exercised under Section 3.2 below.

3.2 Extension Options. During the term of the District Leases, Landlord hereby grants Tenant five (5) successive options to extend the Term (the "***Extension Options***") for the periods set forth below (each, an "***Extension Term***" and collectively, the "***Extension Terms***"), unless the Term is sooner ended pursuant to the provisions of this Agreement:

(a) From July 1, 2033 to and including June 30, 2038;

(b) From July 1, 2038 to and including June 30, 2043;

(c) From July 1, 2043 to and including June 30, 2048;

(d) From July 1, 2048 to and including June 30, 2053; and

(e) From July 1, 2053 to and including December 31, 2054.

3.3 Manner and Time of Exercise of Extension Options. Subject to Section 3.4 below, each Extension Option shall be considered automatically exercised, and each Extension Term shall commence on the date after the expiration of the prior Term, unless Tenant notifies Landlord in writing not less than one (1) year prior to the then-scheduled expiration of the Term of its affirmative election not to exercise such Extension Option.

3.4 No Existing Defaults. Tenant shall have the right in its sole and absolute discretion to elect not to exercise an Extension Option. Notwithstanding any contrary provision of this Section 3.4 or Section 3.3 above, if as of the commencement date of any Extension Term, Tenant is in Default of this Agreement (i.e., after any written notice and cure period applicable under Section 16.1 of this Agreement), then, at Landlord's election by written notice to Tenant at any time not later than thirty (30) days after the date that such Extension Term would have commenced, the Term shall not be extended for such Extension Term, and this Agreement shall terminate as of the later of (a) the expiration date of the prior Term, or (b) thirty (30) days after such written notice from Landlord.

3.5 Additional Extension Option. In the event Tenant negotiates with the District (during the Term or thereafter) for a direct lease of the Leased Property (a "***Direct Lease***") for a term commencing either (i) upon the expiration of the District Leases, (ii) upon the expiration of any then-existing direct lease of the Leased Property between Tenant and the District, or (iii) upon the early termination of the District Leases (in which case Tenant becomes a direct tenant of the District with respect to the Leased Property), Landlord agrees to lease all, but not less than all, of the Owned Property to Tenant on commercially reasonable terms and conditions and for a term to end concurrently with the end of the Direct Lease, as the same may be extended from time to time; provided that if the additional lease term with respect to any future lease of the Owned Property pursuant to this Section 3.5 extends after the date the Joint Powers Agreement expires, then the landlord under such lease during the period following the date of the expiration of the Joint Powers Agreement shall be the entity or entities to which the Owned Property is transferred upon the expiration of the Joint Powers Agreement. The right of Tenant to lease the Owned Property pursuant to this Section 3.5 shall survive the expiration or earlier termination of this Agreement, and shall not be subject to any otherwise applicable statute(s) of limitation. Notwithstanding the foregoing, if prior to the expiration of this Agreement or any future lease of the Owned Property pursuant to this Section 3.5 (or within thirty (30) days after any early termination of this Agreement or any such future lease of the Owned Property pursuant to this Section 3.5), Tenant has not committed to lease the Owned Property from Landlord pursuant to this Section 3.5, then Landlord shall have the right to proceed to lease or transfer ownership of the Owned Property (or any portion of the Owned Property) to any other Person, in which case (x) during the term of such third party lease Tenant's rights under this Section 3.5 shall not be applicable to any such portion of the Owned Property that Landlord has leased to a third party pursuant to this sentence, and (y) upon a transfer of ownership of the Owned Property pursuant to this sentence Tenant's rights under this Section 3.5 shall terminate with respect to the Owned Property.

Notwithstanding any contrary term or provision of this Section 3.5, if the conveyance by Landlord to District of the Parking Lot Property is not consummated as referenced in Recital D of this Agreement, then all references in this Section 3.5 to "Owned Property" shall mean and refer to "Owner Property and Parking Lot Property."

4. Rent and Other Consideration. Article 4 of the Agreement is deleted hereby and replaced by the following:

4. Rent and Other Consideration.

4.1 District Rent. As consideration for Landlord's lease of the Premises, Tenant shall pay all rent payable by Landlord under Article 5 of the Coliseum Lease and Article 7 of the Sports Arena Lease, as and when due under each such District Lease, to the extent that such rent pertains to the Term of this Agreement. For purposes of clarification, Tenant shall have no obligation to pay any rent payable by Landlord under the Coliseum Lease or the Sports Arena Lease to the extent that such rent pertains to a period prior to the Commencement Date of this Agreement. Landlord hereby irrevocably directs Tenant to pay all such amounts directly to District on behalf of and for the benefit of Landlord. Tenant shall provide written confirmation to Landlord of the timely payment by Tenant to District of the amounts payable under this Section 4.1. If Tenant fails to timely pay any amount payable under this Section 4.1, Tenant shall be responsible for the direct payment to the District of any additional amounts (such as, but not limited to, late fees, penalties, or interest) required to be paid by Landlord to the District resulting from such failure by Tenant, and shall indemnify, defend and hold Landlord harmless from and against all claims, liabilities, damages, costs and expenses (including without limitation, reasonable attorneys' fees) incurred by or brought against Landlord by the District in connection with such failure by Tenant. As of the Commencement Date and as of the date this Agreement terminates prior to its natural expiration date (if applicable), the rent paid or payable under the District Leases shall be prorated between Landlord and Tenant. In connection with such proration, the parties acknowledge that the semi-annual installments of rent under Article 5 of the Coliseum Lease and Article 7 of the Sports Arena Lease are paid in arrears and that thus, for example, the December 31, 2013 installment of rent pertains to the period July 1, 2013 through December 31, 2013, and that based on the Commencement Date of this Agreement of July 29, 2013, Tenant shall be obligated to pay only 156/184 of the full December 31, 2013 installments of rent under the Coliseum Lease and Sports Arena Lease. If and to the extent that Landlord receives a credit or offset from the District against one or more semi-annual installments of rent (or portions thereof) pertaining to any period after the Commencement Date in satisfaction of other amounts owed by the District to Landlord, such credit or offset shall not affect any amount to be paid by Tenant under this Section 4.1 with respect to the rent under the District Lease due after the Commencement Date, and upon submission of reasonably satisfactory documentation from the District showing such credit or offset, the amount of the credit or offset which is granted to Landlord by the District shall be paid by Tenant directly to Landlord.

4.2 Additional Rent to Landlord. Tenant shall also pay the following additional rent to Landlord set forth below in this Section 4.2.

(a) Tenant shall pay to Landlord an annual amount to fund ongoing Landlord operations, including costs for administration, performance and enforcement of this Agreement, and any real property assessments payable by Landlord (other than fines or penalties resulting from late payment by Landlord) ("***Landlord Operating Costs***"), which amount shall be determined and paid as provided in Section 4.4 below.

(b) Tenant shall pay to Landlord amounts equal to the annual cost of retiree health insurance premiums due from Landlord for Landlord's employees who retired prior to the Commencement Date, and who are identified on the attached **Schedule 4.2(b)**. Landlord has informed Tenant that from time to time Landlord has paid a varying percentage of the total health insurance premium for each retiree. For purposes of this Section 4.2(b), Tenant agrees to pay not less than the lesser of (i) seventy percent (70%) of the total health insurance premium for each retiree, and (ii) a percentage of the total health insurance premium for each retiree equal to the percentage then being paid by the University of California system for its retirees. Landlord agrees it shall not modify or amend its retiree health insurance coverage during the Term in a manner that would increase Tenant's obligations under this Section 4.2(b), without Tenant's prior written consent, to be granted or withheld in Tenant's sole discretion. The amounts required to be paid by Tenant pursuant to this Section 4.2(b) shall be included in the amount paid by Tenant to Landlord pursuant to Section 4.4 below.

(c) Commencing from and after the Commencement Date, Tenant shall pay the monthly payments due under that certain Master Lease Agreement dated as of December 16, 2010 among Landlord, the Los Angeles Memorial Coliseum Association and Kinetic Leasing, Inc. related to the financing of the west end video board in the Coliseum ("***Kinetic Leasing Lease***"), which payments shall be paid directly to Kinetic Leasing, Inc., as and when due under such Master Lease Agreement, for the remaining term of such Master Lease Agreement. Tenant shall provide written confirmation to Landlord of the timely payment by Tenant of the amounts payable under this Section 4.2(c). If Tenant fails to timely pay any amount payable under this Section 4.2(c), Tenant shall be responsible for the payment of any additional amounts (such as, but not limited to, late fees, penalties or interest) required to be paid by Landlord as a result of such failure by Tenant, and shall indemnify, defend and hold Landlord harmless from and against all claims, liabilities, damages, costs and expenses (including without limitation, reasonable attorneys' fees) incurred by or brought against Landlord by Kinetic Leasing, Inc. (or its successor or assign) in connection with such failure by Tenant. Landlord has paid the monthly payment due under the Kinetic Leasing Lease for the month of July, 2013 that was payable on or before July 1, 2013. Tenant shall reimburse Landlord for 3/31 of such July, 2013 monthly payment that was paid by Landlord. Tenant shall pay the monthly payments due under the Kinetic Leasing Lease during the Term of this Agreement directly to Kinetic Leasing, Inc. from and after the monthly payment due on August 1, 2013.

(d) Tenant shall pay to Landlord the sum of Three Hundred Thousand Dollars ($300,000) for costs incurred by Landlord prior to the Commencement Date for structural improvements for the sound system serving the Coliseum, which amount shall be paid in three (3) installments of One Hundred Thousand Dollars ($100,000) each, the

first such installment due and payable on the Commencement Date, and the second and third installments due on the first and second anniversaries of the Commencement Date.

(e) Tenant shall pay to Landlord Landlord's share of the Cumulative Calculated Amount described in Section 4.3, as and when payable under Section 4.3.

4.3 Cumulative Calculated Amount.

(a) Within ninety (90) days after the last day of each Lease Year (each such last day, an "***Annual Determination Date***"), Tenant shall calculate and report to Landlord the Cumulative Calculated Amount as of the Annual Determination Date. Each such report by Tenant to Landlord shall be in reasonable detail, and Tenant shall supply Landlord with such additional information as Landlord may reasonably request with respect to any aspect of any calculation reported.

(b) In the event that the Cumulative Calculated Amount determined as of any Annual Determination Date shall exceed $0, Tenant shall, concurrently with its report of that Cumulative Calculated Amount to Landlord under Section 4.3(a), pay to Landlord an amount that is equal to the excess (if any) of (x) Landlord's cumulative share of that Cumulative Calculated Amount determined in accordance with Section 4.3(c), over (y) the total of all payments previously made to Landlord by Tenant under this subsection (b).

(c) Landlord's cumulative share of the Cumulative Calculated Amount determined as of any Annual Determination Date is: (i) five percent (5%) of the first $2.5 million thereof; plus (ii) ten percent (10%) of the next $2.5 million thereof; plus (iii) fifteen percent (15%) of the next $2.5 million thereof, plus (iv) twenty percent (20%) of all amounts thereof in excess of $7.5 million; *provided,* each of the $2.5 million (and $7.5 million total) threshold amounts referenced in preceding clauses (i) through (iv) shall be adjusted at each Annual Determination Date to reflect the percentage change, if any, in the CPI most recently published prior to the Annual Determination Date as compared to the CPI most recently published prior to the Commencement Date.

(d) Examples of the application of Sections 4.3(b) and (c) are set forth in **Schedule 4.3(d)**. These examples are hypothetical and for purposes of illustration only.

(e) Tenant shall maintain a separate account for the revenue and expenditures associated with the Coliseum Property in order to provide the reports and statements required under Sections 4.3(a) and 14.1 below.

(f) Landlord agrees and acknowledges that Tenant may impose a ticket surcharge for Tenant Events in order to fund capital improvements and operating expenses. The amount of such ticket surcharge shall be Excluded Receipts to the extent such funds are applied to capital improvements, but the cost of any capital improvements funded by the ticket surcharge shall be included as Capital Improvement Items for the purposes of determining the Cumulative Calculated Amount. Tenant shall have the sole right to determine and adjust the amount of the ticket surcharge imposed from time to

time; provided that (i) the average ticket price (excluding the ticket surcharge) for the applicable Event remains at a rate that is comparable to the rates then being charged by other venues and sponsors of similar athletic and other events; and (ii) without limitation of the requirement set forth in clause (i) above, Tenant agrees that the average ticket price for USC Home Football Games shall be no less than $50 during the Term. Landlord acknowledges and agrees that as of the Commencement Date, (A) Tenant charges different prices per ticket for season tickets and single tickets, and ticket prices vary from game to game during each season; and (B) Tenant calculates the average ticket price by dividing the total of the ticket prices (other than Student/Staff Tickets) for each USC Home Football Game by the number of USC Home Football Games (e.g. $45, $45, $50, $50, $55, and $55 divided by 6 games equals an average ticket price of $50). In the future, Tenant may calculate its average ticket price by dividing the total amount of ticket revenues by the total amount of tickets sold in a season, or by any other commercially reasonable method of calculating the average ticket price.

(g) Landlord's share of the Cumulative Calculated Amount paid by Tenant for each Lease Year shall be used by Landlord for the following purposes: (i) the funding of any reasonable operating expenses of Landlord that are not paid by Tenant pursuant to Section 4.4; and (ii) the funding of facilities and programs benefiting or enhancing Exposition Park.

4.4 Landlord Operating Costs. The budgeted amount of Landlord Operating Costs for each Lease Year (the "***Operating Expense Budget***") shall be payable by Tenant to Landlord in monthly amounts in advance on or before the first day of each calendar month during the Term. The Operating Expense Budget for the first full Lease Year during the Term shall be $12,500 per month, and the Operating Expense Budget for any partial Lease Year at the commencement of the Term shall be prorated based on the first full Lease Year's Operating Budget.

(a) Permissible items included in Landlord Operating Costs are identified on the attached **Schedule 4.4**, and except as expressly set forth in this Agreement, Tenant shall have no obligation to pay or reimburse Landlord as a Landlord Operating Cost for any other costs, expenses or liabilities incurred by Landlord. If any new item or category of operational costs not set forth on **Schedule 4.4** hereafter arises which Landlord proposes to include in Landlord Operating Costs, Tenant shall have the right to approve or disapprove the inclusion of such new item or category in Landlord Operating Costs, which approval shall not be unreasonably withheld, conditioned or delayed. In no event shall Landlord Operating Costs include any costs, expenses or liabilities accruing prior to the Commencement Date.

(b) No later than sixty (60) days prior to the last day of each Lease Year (commencing with the first Lease Year ending June 30, 2014), Landlord shall deliver to Tenant a reasonably detailed and itemized Operating Expense Budget for the Landlord Operating Costs to be paid in the next Lease Year. Any increase in the cost of a particular item or category of Landlord Operating Costs shall be based upon Landlord's good faith reasonable estimate of the increased cost of such particular item or category, with any such increase to be consistent with the prevailing market costs for such

particular item or category of costs, and which shall be subject to Tenant's reasonable approval.

(c) Within sixty (60) days after the end of each Lease Year, Landlord shall provide to Tenant an accounting of the actual amount of Landlord Operating Costs for the immediately preceding Lease Year, and a reconciliation of such actual amount of Landlord Operating Costs against the Operating Expense Budget for such Lease Year. If the actual amount of Landlord Operating Costs for such Lease Year is less than the amount of estimated Landlord Operating Costs paid by Tenant for such Lease Year, then Tenant shall have the right to offset the overpayment against the next monthly estimated Landlord Operating Cost payment(s) required to be paid by Tenant under this Agreement.

(d) In the event that Landlord reasonably determines as of the end of any calendar month that one or more items comprising Landlord Operating Costs have exceeded or will exceed the amount provided in the then-current Operating Expense Budget due to causes beyond Landlord's reasonable control, Landlord shall deliver to Tenant a reasonably detailed and itemized explanation for the overage, and if Tenant reasonably agrees that the overage was beyond Landlord's reasonable control, Tenant shall reimburse Landlord for the additional cost of such item by an increase in the next monthly payment of Landlord Operating Costs.

(e) Any trademark royalties paid to Landlord pursuant to Section 8.7 shall result in an equivalent deduction in the payment of Landlord Operating Costs for the applicable Lease Year in which such royalties are paid.

4.5 Additional Consideration. As additional consideration for this Agreement, Tenant will provide Landlord with the following at no cost or charge to Landlord:

(a) Use of appropriate office space (which shall include a separate locked door secure from entry) and associated parking for one (1) Landlord employee during the Term, which office space shall be located on the Premises or on other property owned by Tenant within a reasonable walking distance from the Leased Property, as Tenant from time-to-time reasonably determines; and

(b) Use of meeting space and associated parking for Landlord's public meetings adequate to comply with applicable Laws pertaining to Landlord's public meetings; provided that Landlord requests the use of such space in writing no later than thirty (30) days prior to the proposed date of any regular meeting (or such shorter period as is reasonable with respect to special meetings), which notice shall specify the expected duration of such meeting and the estimated number of attendees to be accommodated.

4.6 Net Lease. 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 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.

4.7 No Other Rent. Landlord agrees that it shall not impose any facility fee or tax on tickets issued for any event held, presented or exhibited on the Premises during the Term, or any other charges or rent other than as expressly set forth in this Agreement.

5. Permitted Use. Article 5 of the Agreement is deleted hereby and replaced by the following:

5. Permitted Use.

5.1 Permitted Use. Tenant acknowledges the public benefit requirements under the District Leases and the Joint Powers Agreement for the use of the Leased Property. During the Term, Tenant may use the Premises only for uses permitted under the District Leases and shall comply with the public benefit requirements of the District Leases and the Joint Powers Agreement (including educational uses). Subject to the foregoing and to 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 (collectively, "***Events***"). Subject to Section 6.3(b) below, Tenant shall be responsible for the operation and management of the Premises, including providing or engaging reasonable security.

5.2 Cooperation. Tenant shall collaborate and cooperate with all other entities operating facilities in Exposition Park regarding the scheduling of Events that require use of the parking facilities in Exposition Park. In addition, Tenant shall create (or authorize an existing Tenant board, committee or other liaison to serve as) an advisory board, committee or other liaison to interface and consult with the community regarding Tenant's use and operation of the Premises, including matters relating to Events, and associated effects upon Exposition Park and the surrounding community.

5.3 Compliance with Laws. Tenant shall comply with applicable Laws in connection with its use and operation of the Premises, including compliance with all Laws pertaining to curfews or noise levels applicable to the holding of Events.

5.4 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.

5.5 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.

6. **Events.** Article 6 of the Agreement is deleted hereby and replaced by the following:

6. Events.

6.1 Event Scheduling. During each period from the second Wednesday of December through July 5 during each Lease Year (the "***Commission Event Period***"), Landlord may designate not more than eight (8) Public Interest Events at the Coliseum Property, inclusive of an annual July 4th celebration (collectively, "***Commission Event(s)***"). Additionally, Tenant agrees to consider in its reasonable discretion requests for additional Commission Events during the remainder of the month of July; provided that the Commission Events do not conflict with the conduct of or preparation for Events previously scheduled by Tenant. Commission Events shall be subject to the following:

(a) Tenant shall have the right to deny a requested Commission Event if (i) in Tenant's commercially reasonable judgment the Commission Event itself (as opposed to any public opposition to such Commission Event) creates unreasonable security or safety risks; provided that any denial complies with the District Lease of the Coliseum Property and applicable Laws; or (ii) the operator of the Commission Event lacks reasonable financial capacity, or fails to sign Tenant's commercially reasonable contracts for the conduct of Events, fails to post any reasonably required security deposit; or (iii) the operator has breached the requirements imposed on any previous Commission Event involving such operator, or (iv) if Tenant reasonably determines that the Event would bring disrepute to Tenant or the Premises, or (v) if Tenant reasonably determines such use would violate the bylaws, regulations, policies or procedures of the NCAA or Pac-12. Commission Events shall also be subject to reasonable limitations and conditions that may be imposed by Tenant (either for all Commission Events or due to the specific nature of a proposed Commission Event), including without limitation the regulation of (A) the length of each Commission Event, including the opening and closing hours of such Commission Event, (B) security requirements, (C) maximum attendance capacity, and (D) other aspects of Commission Events that could reasonably be expected to create unreasonable security, health and safety, property damage or other liability risks.

(b) Tenant shall have the obligation to manage and supervise all Commission Events, except to the extent that Landlord is the direct operator of the Event. For avoidance of doubt, Tenant shall be responsible for the management and supervision of all Events (including, without limitation, Commission Events sponsored by third parties, but not Commission Events operated by Landlord), and the activities, acts or omissions of any operator, manager, sponsor, promoter, concessionaire, licensee, participant or other Person (other than Landlord or any Landlord Parties) engaging in any activities or use of the Premises during or in connection with an Event shall not be considered the activities, acts or omissions of Landlord or any Landlord Parties. Landlord shall have the obligation to manage and supervise any Commission Events for which Landlord is the operator.

(c) Neither Landlord nor any third-party operator of a Commission Event shall be charged any event fee, rental or other charge for the Commission Event, except that Tenant shall be permitted to require a third-party operator of a Commission

Event (including Landlord if Landlord directly operates a Commission Event) to reimburse Tenant for the actual out-of-pocket costs incurred by Tenant for management of the Commission Event, excluding costs for food, beverage or other concessions operated by Tenant in connection with the Commission Event. To the extent that Tenant elects not to operate concessions, or not operate them at a level requested by a Commission Event sponsor, then the sponsor shall have the right to operate or have its own concessionaires operate (and retain the revenues from) its own or its concessionaires' concessions, subject to Tenant's reasonable approval of the scope and location of such concessions. In no event shall Tenant's concession facilities be used by such sponsor, unless approved in writing by Tenant in its sole discretion.

(d) For purposes of this Agreement, each calendar day of a Commission Event (including days for set-up and tear-down activities for such Event) shall be deemed a separate Event counting towards the total of eight (8) permitted Commission Events; but subject to the following: (i) the annual July 4th celebration shall constitute one Commission Event even though set-up, tear-down and ancillary activities for such event occur on the day preceding and/or the day following the principal day of celebration; (ii) a Commission Event with a closing time that extends beyond 12:00 midnight on a particular day shall not constitute an additional calendar day for the period from 12:00 midnight to the closing time that evening/morning; (iii) set-up activities for an Event that commence after 4:00 p.m. on the day before the Event shall not constitute an additional calendar day of a Commission Event and tear-down activities that do not extend beyond 12:00 Noon on the day after the Event shall not constitute an additional calendar day of a Commission Event; (iv) the lining of a playing field or similar preparation activities shall not constitute activities that trigger treatment as an additional Commission Event; and (v) Landlord shall have the right to designate one Commission Event during each Lease Year in excess of the July 4th celebration that will continue for up to three consecutive calendar days (e.g., Friday, Saturday and Sunday), and which will be treated as one Commission Event.

(e) In connection with any use of the Premises by Landlord, Tenant shall have the right to restrict Landlord's use such that it does not violate any of the applicable bylaws, regulations, policies and procedures of the NCAA and Pac-12 with regard to the use and operation of the Premises, including those pertaining to use of the Premises for events in which prospective-age students participate.

6.2 Limitation on Number of Major Events. There shall be no more than an aggregate of twenty-five (25) events during any calendar year held at the Coliseum or Sports Arena (or any replacement development) in which the anticipated attendance for the event exceeds 25,000 persons (each, a "***Major Event***"); provided, however, that the Olympics, the Special Olympics and the Super Bowl shall not constitute Major Events regardless of attendance; and provided, further, that if the Coliseum is used on a temporary basis (not to exceed four consecutive years), by a National Football League ("***NFL***") team for its home football games, such NFL games shall not count towards the twenty-five (25) Major Event limitation set forth above so long as the total number of Major Events held in the Coliseum and the Sports Arena (excluding Olympics and

Special Olympics events) does not exceed thirty (30) Major Events in any calendar year. Each day of a multi-day Major Event shall be considered a separate Major Event.

6.3 NFL Team. Tenant shall cooperate with any request by the City of Los Angeles, County of Los Angeles and/or State of California for use of the Coliseum on a temporary basis (no more than four (4) years at any one time) by not more than one NFL football team at any one time. Tenant shall negotiate in good faith with the NFL to structure a sublease or occupancy agreement ("***NFL Agreement***") on fair market terms; provided that Tenant shall have the right to require that any NFL Agreement include a contribution by the NFL team to capital improvements at the Coliseum, provide that Tenant will not be obligated to incur any additional expense or liability, and include an indemnity in favor of Tenant by such NFL team against liabilities resulting from the NFL Agreement and the use of the Coliseum for NFL games, subject to commercially reasonable limitations for liabilities caused by Tenant. Additionally, Tenant shall have the right to refuse to enter into an agreement for occupancy of the Coliseum if (i) in Tenant's reasonable determination, the particular team being proposed poses security or safety concerns for persons or property on Tenant's adjacent campus, or (ii) such occupancy or activities associated with the NFL team (e.g. reciprocal marketing agreements) would cause violations of NCAA or Pac-12 bylaws, regulations, policies or procedures.

(a) In the event an NFL Agreement is negotiated and signed, during the term of the NFL Agreement the Commission Event Period each year shall commence on the second Wednesday of February rather than the second Wednesday of December, except that Landlord shall be permitted to include CIF high school football championship games as one collective Commission Event (subject to the terms of Section 6.1(d)) during the month of December; provided they do not occur on the day of a USC Home Football Game or an NFL game scheduled at the Coliseum.

(b) Funds that may be contributed by an NFL team for capital improvements in the Coliseum shall be Excluded Receipts for the purpose of determining Landlord's Cumulative Calculated Amount pursuant to Section 4.3, so long as the net effective rent paid by the NFL team constitutes a "commercially reasonable rent", which the parties agree shall be rent equal to or exceeding 8% of the total revenue received by the NFL team from the sale of admission tickets to each game played at the Coliseum. If the net effective rent paid by the NFL team to Tenant is below the rate of commercially reasonable rent taking into consideration the economic effect of rental or other economic concessions negotiated with the NFL team in the NFL Agreement that are not consistent with the generally prevailing market terms for other stadium rental agreements, then rent in an amount consistent with prevailing market terms shall be imputed as revenue received by Tenant for the purpose of calculating Tenant's Operating Receipts during the term of the NFL Agreement. Notwithstanding the foregoing, in the event Tenant grants economic concessions without receiving any economic benefit (e.g. reducing rent merely for the purpose of attracting a team to Los Angeles), there shall be no such imputation of prevailing market terms.

(c) Tenant shall make the Coliseum available for Super Bowl L, subject to the successful negotiation of the terms and conditions of a mutually acceptable agreement on commercially reasonable terms between Tenant and the NFL.

6.4 Olympic Events. Tenant shall make the Coliseum available for Events related to any Olympics hosted in the County of Los Angeles, as well as the 2015 International Special Olympics that will take place in Los Angeles, subject to the negotiation of costs, required modifications to the Premises (including the temporary re-installation of track and field facilities), restoration of the Premises after the Olympic games by the relevant Organizing Committee, and other business issues to be negotiated with the organizers of such Events.

6.5 Film Shoots. Tenant shall have authority over all "film shoot" activities inside or on the Premises, and shall work with the Office of Exposition Park Management (or its successor entity) regarding the scheduling of such activities not only at the Coliseum but also throughout Exposition Park, including the fees to be charged for such activities. 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 Coliseum in the background.

6.6 Events Involving Prospective-Age Students. Tenant shall have the authority to approve or deny any activities inside or on the Premises that primarily involve prospect-age students (e.g., high school athletic events) to the extent that the activity would cause a violation of applicable NCAA or Pac-12 bylaws, regulations, policies or procedures regarding prospective age students. In that regard, Tenant shall work with Landlord and the Office of Exposition Park Management (or its successor entity) regarding the scheduling of such activities and the fees to be charged to ensure compliance with NCAA and Pac-12 bylaws, regulations, policies and procedures.

7. Landlord's Employees. Article 7 of the Agreement is deleted hereby and replaced by the following:

7. Landlord's Employees.

Commencing as of the Commencement Date, Tenant agrees to retain (at not less than existing salary levels identified on the attached **Schedule 7**) the salaried employees employed by Landlord immediately prior to the Commencement Date whose names are shown on **Schedule 7**. Tenant also agrees to retain, commencing as of the Commencement Date, the full-time hourly employees employed by Landlord immediately prior to the Commencement Date for custodial or other facility activities whose names are shown on **Schedule 7**. As a condition to employment, each retained employee shall be required to release Tenant from any and all claims that such employee may have against Landlord arising during or relating to such employee's prior employment by Landlord. Except to the extent any retained employee is terminated for cause, such employment shall continue for a six (6) month period following the Commencement Date. Tenant shall not be required to continue to fund pensions related

to any benefit plans in which Landlord participated prior to the Commencement Date for any of the retained employees.

8. **Advertising, Signage and Trademarks.** Article 8 of the Agreement is deleted hereby and replaced by the following:

8. Advertising, Signage and Trademarks.

8.1 General Right. Subject to the terms and conditions of this Section 8, and subject to Section 11.5 (as applicable), Tenant shall have the right to install permanent and temporary advertising and signage within and on the exterior of the Coliseum, and elsewhere on and in the Premises without any obligation to seek the approval or consent of Landlord.

8.2 Permanent Signage. Subject to the terms and provisions of this Section 8 and subject to Section 11.5 (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, 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, including on any entry gate or concession stand or on the main structure of any video board or scoreboard.

(a) All signage shall be in compliance with the Coliseum District Specific Plan for signage adopted by the City of Los Angeles in 2009, a copy of which is attached as **Schedule 8.2(a)**, as such plan may be amended from time to time; provided, however, that Landlord shall not request such an amendment that would affect Tenant's rights set forth in this Section without Tenant's consent, which consent shall not be unreasonably withheld, conditioned or delayed.

(b) Revenues from Permanent Signage, other than revenues from digital advertising content exhibited in the Coliseum on the day of any Events, shall be included in Tenant's Operating Receipts for the purposes of Section 4.3.

(c) Notwithstanding any other provision of this Article, Tenant shall not, without Landlord's prior written consent granted in Landlord's sole discretion, permit any Permanent Signage or Temporary 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 or that would result in a violation of NCAA, PAC-12 or International Olympic Committee rules or policies.

(d) The existing sign "Los Angeles Memorial Coliseum" and the Olympic rings shall remain in their current format and location on the outside face of the peristyle under the Olympic torch until such time (if any) as the name of the Coliseum is changed pursuant to Article 9 below. At any such time as the name of the Coliseum is

changed, the location of the display of such name may be altered (subject to any approval rights of Landlord set forth in Section 11.5 (as applicable)), provided that the words "Memorial Coliseum" shall continue to be displayed in a manner no less prominent than the remaining words in the Coliseum name.

(e) Unless otherwise required by applicable Law, Tenant shall not have the right to demolish or alter the 110 Freeway sign without Landlord's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed.

(f) Subject to Section 8.2(c) above, Tenant shall have complete control over all digital content displayed on the scoreboards, video boards and elsewhere on the Premises, and Tenant shall be entitled to retain any revenues derived from such digital content, which shall be Excluded Receipts for the purposes of Section 4.3, except as otherwise provided in Section 8.2(b). Notwithstanding the foregoing, any display on top of the west video board shall be limited to 6-foot high letters, numbers or other characters.

8.3 Temporary Décor. Subject to Section 8.2(c) above, Tenant shall have sole, exclusive and complete control over all temporary stadium decor (graphics, flags, signs, pennants, balloons, etc.), including, without limitation, color and design, *provided that* items of decor shall not in any manner create a danger to any spectator, participant or other Person. Tenant shall have the right to utilize draping and banners for decoration and to cover seat sections where necessary in the discretion and at the expense of Tenant. Draping and banners used for commercial purposes shall be subject to the provisions of Section 8.4 below. The installation and removal of such items of temporary décor shall be at Tenant's sole cost, and Tenant shall remove items of decor as and when required under applicable Laws.

8.4 Temporary Signage. Subject to Section 8.2(c) above, 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, Temporary Signage on, in or at the Premises. Revenues from temporary signage (as defined by applicable ordinances) shall be Excluded Receipts for the purposes of Section 4.3.

8.5 Broadcast Rights. Tenant shall additionally have the right to broadcast or transmit Events, or to engage third parties to do so, by any technology Tenant deems appropriate, whether now existing or hereinafter devised, including without limitation via Internet, radio, television and satellite, and/or to film, tape and record such games by means of any technology, whether now existing or hereinafter devised, provided that for Commission Events Tenant shall not directly or indirectly receive revenues in excess of expenses from any such broadcast or transmission or the rights thereto.

8.6 Landlord Advertising. Tenant agrees that Landlord may use the public address system in the Coliseum to briefly announce up to two (2) upcoming Commission Events before and/or during half-time or other intermission of any USC Home Football Game, varsity soccer or lacrosse game; *provided that* no more than two (2) such announcements may be made during any game. Placement, duration and content of such

announcements shall be subject to the prior approval of Tenant, which will not be unreasonably withheld or delayed. However, Tenant reserves the right, and shall have the authority to deny, any request to use the public address system if Tenant reasonably determines such announcement would violate NCAA or Pac-12 bylaws, regulations, policies or procedures.

8.7 Trademarks. In furtherance of its intended benefits under this Agreement, during the Term of this Agreement Tenant shall have the right to use all current and future trademarks related to the Coliseum ("***Landlord Trademarks***"), including those listed in Schedule 2.2-1, (a) conditioned upon the payment by Tenant to Landlord of a royalty in connection with the sale of merchandise featuring such trademarks in an amount equal to $20,000 per Lease Year, commencing as of any Lease Year in which Tenant begins to depict Coliseum trademarks in merchandise sold by Tenant, and adjusted annually to reflect any change in the CPI since the Commencement Date or the prior adjustment date, as applicable (the "***Trademark Compensation***"); and (b) reservation by Landlord of the right to use all current and future trademarks related to the Coliseum for Landlord's own non-commercial purposes. Tenant shall at its expense (without charging back to Landlord) exercise reasonable efforts to monitor and prosecute against trademark infringement of the Landlord Trademarks and corresponding lost incomes, with the standing to sue hereby granted. To maintain the strength of Landlord's trademarks, Tenant shall provide services and goods bearing any Landlord Trademark professionally and/or of high quality. Upon Landlord's request, Tenant shall deposit sample merchandises and recorded programs with Landlord for quality control and archival purposes. Except for public informational or governmental use, Landlord shall not commercially exploit any trademark, service mark, trade name or symbol of Tenant or that is associated with Tenant (whether owned or licensed), without Tenant's prior written consent, which may be given or withheld in Tenant's sole discretion.

From time to time during the Term of this Agreement, but not more often than every five (5) years, Landlord shall have the right to (a) require Tenant to deliver to Landlord a report and back-up information in reasonable detail regarding the Tenant's use of Coliseum trademarks for the most recent five (5) year period; and (b) cause Tenant's actual use of Coliseum trademarks for such five (5) year period to be evaluated by an independent professional to determine if the then-current Trademark Compensation is a fair and equitable royalty for the level of such trademark usage by Tenant. Such independent professional shall be an individual with experience in the valuation of trademarks mutually selected by the parties. The cost of the evaluation shall be an approved Landlord Operating Cost. Tenant shall provide the independent professional with such information as reasonably required to perform the evaluation. If such independent professional determines that the then-current Trademark Compensation is less than a fair and equitable royalty for the level of such trademark usage by Tenant, then the Trademark Compensation shall be adjusted to equal the fair and equitable royalty amount determined by such independent professional for the level of such trademark usage. In lieu of an increase in the amount of the Trademark Compensation, Tenant shall have the right to agree to limit its future usage of the Coliseum trademarks to a level commensurate with the amount of the Trademark Compensation then in effect, as such usage level is determined by the independent professional. Any dispute pertaining

to this Section 8.7 shall be subject to resolution in accordance with the terms and provisions of Section 16.7 of this Agreement.

In the enjoyment of the Coliseum Property and Sports Arena Property, Tenant may create new trademarks incorporating Landlord Trademarks, subject to Landlord's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed), with the trademark rights in such combination marks vesting in Landlord.

9. Naming Rights. Article 9 of the Agreement is deleted hereby and replaced by the following:

9. Naming Rights.

9.1 General Rights. During the Term of this Agreement, Tenant shall be the exclusive holder of all naming rights to the Coliseum and its components, the Sports Arena, any additional or replacement improvements on the Premises, and the plazas and other pedestrian areas of the Premises. Tenant shall have the sole right and authority to negotiate the terms and conditions of one or more contracts granting such naming rights. Landlord acknowledges that revenue from the exploitation of such naming rights may be a significant portion of the funding for capital improvements to the Premises. Landlord further acknowledges that naming rights may be: (a) commercial, in recognition of a paid sponsorship agreement with Tenant, either directly related to the specific facility for which naming rights are granted, or as part of a larger agreement with Tenant as an institution; (b) non-profit institutional (e.g. Tenant using the name "USC"); or (c) honorary, for particular individuals in recognition of philanthropy or service.

9.2 Naming of the Coliseum. Tenant's obligations with respect to the granting of naming rights for the Coliseum itself (and not merely the components thereof) shall be as follows:

(a) Tenant shall fulfill Landlord's obligations with respect to naming rights under the District Leases, subject to any limitations provided in the District Leases, and subject to Tenant's right to seek to renegotiate such obligations with the District at any time.

(b) All revenues received from the grant of commercial naming rights shall be included in Operating Receipts for the purposes of Section 4.3 in the Lease Year in which such revenues are recognized.

(c) In the event the Coliseum is named in connection with an non-profit institutional or honorary purpose, Tenant will include in Operating Receipts for the purposes of Section 4.3 only the amount determined under this Section 9.2(c) and Sections 9.2(d) and (e) below. In such event, the commercial fair market value of the naming rights (without regard to the amount of any actual donation being made in connection with the grant of the naming rights) as of the date the naming rights are granted by Tenant shall be determined by an independent professional research valuation study (to be paid for by Tenant) for top-tier college football stadiums, to be requested by Landlord at the time that such naming rights are granted by Tenant (similar to the IEG

valuation study prepared at the request of Landlord in July 2011) (the "***Commercial Value Equivalent***"). Except as otherwise provided in subsection (d) below, the Commercial Value Equivalent shall be calculated as equal annual payments over the term of the actual naming rights grant (or the remaining Term of this Agreement, if there is no earlier termination date for the naming rights grant) (each such payment referred to as the "***Naming Rights Amount***"), and the Naming Rights Amount shall be included in Operating Receipts on an annual basis for each Lease Year from and after the date of the grant of the naming rights and continuing during the term of the actual naming rights grant (or the remaining Term of this Agreement, if there is no earlier termination date for the naming rights grant). The Commercial Value Equivalent and Naming Rights Amount shall not be recalculated or adjusted after their initial determination except as otherwise provided in subsection (e) below.

(d) In the event the Coliseum is named for a non-profit institutional or honorary purpose, and if the donation received in connection with such naming is to be paid in installments other than annual installments over the term of the naming rights grant (or the remaining Term of this Agreement, if there is no earlier termination date for the naming rights grant), Tenant may elect by written notice to Landlord prior to the calculation of the Commercial Value Equivalent that the Naming Rights Amount shall not be calculated as an annual payment, but shall instead be calculated and included in Operating Receipts in installments that coincide with the Lease Year in which installments of the donation are received.

(e) Notwithstanding the foregoing provisions of this Section 9.2, in connection with any grant of naming rights for a non-profit institutional or honorary purpose, in no event shall (i) the net present value of the Commercial Value Equivalent (calculated as of the date of the grant of the naming rights) exceed the net present value of the amount of the donation to be paid to Tenant (calculated as of the date of the grant of the naming rights); and (ii) if a donor does not actually pay a pledged donation (or a portion of a pledged donation) to Tenant, then for purposes of the limitation set forth in clause (i) above, the net present value of the amount of the donation shall be recalculated based on the donation amount(s) actually received by Tenant. Any net present value calculations under this Section 9.2(e) shall be performed using the same discount rate that was used in calculating the Commercial Value Equivalent.

(f) "Memorial Coliseum" shall be included in any modified name for the Coliseum. By way of example only, after the granting of naming rights, the Coliseum might be identified as "The [Naming Rights Sponsor's Designated Title, Name, Tradename or Trademark] Memorial Coliseum".

9.3 Component Naming Rights. Subject to the limitation on term in Section 9.1, Tenant shall have the right to grant permanent and temporary naming rights for components of the Coliseum and/or the Coliseum Property (e.g. peristyle, locker rooms, suites, etc.) in its sole discretion. Naming rights may be commercial, non-profit institutional or honorary. Revenues from "permanent and commercial" naming rights (a) shall be included in Operating Receipts for the purposes of Section 4.3; and (b) shall not be shared with the District, except as otherwise expressly required in the District Leases.

Naming rights shall be deemed "permanent and commercial" if they identify a paid commercial sponsorship with permanent signage, as defined under applicable City of Los Angeles ordinances. Permanent non-profit institutional or honorary naming rights for stadium components and revenue from temporary naming rights (identified by temporary signage, as defined by applicable ordinances) shall be Excluded Receipts for the purposes of Section 4.3; provided, however, that a Naming Rights Amount based on the Commercial Value Equivalent of permanent non-profit institutional or honorary naming rights for components of the Coliseum shall be included in Operating Receipts if the name is in a location that has commercial value, meaning that it is (i) materially and regularly visible in broadcast images of the Coliseum during televised events, or (ii) generally visible from the stands within the Coliseum. The Commercial Value Equivalent and Naming Rights Amount imputed in connection with such naming rights shall be calculated and included in Operating Receipts in accordance with and subject to the same terms, conditions, procedures and limitations as set forth in Sections 9.2(c) through (e) above, in which case for this purpose each reference to "Coliseum" shall instead mean the particular component of the Coliseum and/or Coliseum Property for which the naming rights are granted.

9.4 Content Restrictions. The restrictions and limitations set forth in Section 8.2(c) pertaining to Permanent Signage and Temporary Signage shall also be applicable to the naming of the Coliseum and its components, the Sports Arena, and any other portions of the Premises.

10. Maintenance and Condition of Premises. Article 10 of the Agreement is deleted hereby and replaced by the following:

10. Maintenance and Condition of Premises.

10.1 Coliseum Property. Tenant shall maintain, repair and replace (as necessary) the Coliseum Property in good order, condition and repair, but in all events in accordance with a standard of maintenance and repair at least commensurate with that generally applicable as of the Commencement Date to the buildings and improvements located on the Tenant's University Park campus. Notwithstanding the foregoing, Landlord agrees and acknowledges that as of the Commencement Date the Coliseum Property will not be in the condition required by this Section 10.1, and that substantial portions of the Coliseum Property will not be capable of being brought into compliance with such condition without the completion of the capital improvements described in Section 11.1 of this Agreement. Therefore, during the period in which Tenant is required to perform the capital improvements described in Section 11.1 of this Agreement, Tenant's obligation under this Section 10.1 with respect to any portions of the Coliseum Property that remain to be upgraded pursuant to Section 11.1 shall be limited to the maintenance and repair of such portions of the Coliseum Property in substantially the same condition as existed on the Commencement Date, and in compliance with applicable Laws.

10.2 Sports Arena Property. Prior to any redevelopment of the Sports Arena Property, and during any continuing period of operation of the Sports Arena, Tenant shall

maintain, repair and replace (as necessary) the Sports Arena Property in substantially the same condition as existed on the Commencement Date, and in compliance with applicable Laws; provided, however, that following any cessation of operation of the Sports Arena permitted under this Agreement, Tenant shall be required only to secure the building and to the maintain the exterior appearance of the Sports Arena in substantially the same condition as it existed on the Commencement Date to avoid blight, disrepair or deterioration. After redevelopment of the Sports Arena Property, the Sports Arena Property shall be maintained, repaired and replaced (as necessary) by Tenant in good order, condition and repair.

11. Coliseum Capital Improvements and Alterations. Article 11 is deleted hereby and replaced by the following:

11. Coliseum Capital Improvements and Alterations.

11.1 Centennial Capital Program. Tenant shall be responsible for undertaking and achieving a comprehensive series of capital improvements to the Coliseum Property at Tenant's cost. Such effort is desired by both Landlord and Tenant as a Centennial Capital Program to be performed in connection with the 100th anniversary of the start of construction of the original Coliseum structure, which will occur in December, 2021. In connection therewith, Tenant shall commence the following capital improvements by the second (2nd) anniversary of the Commencement Date, thereafter diligently proceed with the construction thereof on a continuing basis (in accordance with Tenant's internal phasing plans) that will facilitate the completion of such capital improvements by the tenth (10th) anniversary of the Commencement Date, and complete such capital improvements by the tenth (10th) anniversary of the Commencement Date:

(a) the capital improvements listed in Category 1 on the attached **Schedule 11**, which Tenant shall be required to complete; provided that some Category 1 projects may be subsumed within or obviated by a more comprehensive project (e.g. cold box refrigeration replaced with ice machines), or may be replaced by a substantial alternative project approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed; and

(b) the capital improvements listed in Category 2 on the attached **Schedule 11**, provided that, within each subcategory of Category 2 shown on **Schedule 11**, Tenant may replace the listed projects with other replacement projects of equal or greater expense that are intended to generate equal or better revenue and/or provide equal or better public amenities.

11.2 Additional Improvements. In addition to the capital improvements referenced in Section 11.1 above, as and when funding is available from net operating revenues, grants or donor directed gifts, and based on justifiable business considerations, Tenant intends to make additional improvements (either before or after 2021, in Tenant's sole discretion) to improve the Coliseum and the amenities and experience offered to attendees of Events at the Coliseum.

11.3 Capital Expenditure Reserve. In addition to the capital improvements to be installed pursuant to Sections 11.1 and 11.2, and only when and if the Outstanding CapEx Balance is $0 without regard to reserves maintained under this Section 11.3, Tenant shall maintain an on-going commercially reasonable annual capital expenditure reserve (which may be funded through the ticket surcharge described in Section 4.3(f) and shall be determined in accordance with industry standards), to be used on an as-needed basis for additional facility improvements and capital repairs. Tenant shall have the right to withdraw some or all of the funds in the capital expenditure reserve at any time for capital expenditures, and shall not be required to keep a minimum balance in reserve.

11.4 Design Guidelines. Tenant shall consider the Coliseum Design Guidelines developed by the Coliseum Commission in 2009 (a copy of which is attached as **Schedule 11.4**) in the design and construction of capital improvement projects, and shall be required to comply with the Department of Interior Standards for Renovation of Historical Landmarks, or any other applicable Laws enacted during the Term.

11.5 Landlord Approval. Tenant shall not make any capital improvements to or alterations of the Coliseum Property without the prior written approval of Landlord to the extent that such capital improvements or alterations (a) materially affect the exterior structure or appearance of the Coliseum or Coliseum Property, or the historical significance of the Coliseum, (b) reduce the minimum seating capacity of the Coliseum below 80,000 seats (except that such 80,000 seating capacity threshold may be reduced to as low as 70,000 seats to the extent necessary to satisfy ADA or fire life safety requirements or to accommodate hospitality amenities), (c) are structural in nature, or (d) affect the physical structure of the peristyle arches and vertical structure (but not the deck), or affect the 1932 and 1984 Olympic displays.

12. Sports Arena Redevelopment and Alterations. Article 12 of the Agreement is deleted hereby and replaced by the following:

12. Sports Arena Redevelopment and Alterations.

12.1 Demolition and Redevelopment. Tenant shall have the right, but not the obligation, to demolish the Sports Arena as long as the existing improvements are replaced with improvements that are (a) permitted by applicable land use Laws and consistent with the public benefit requirements of the District Lease for the Sports Arena Property; and (b) approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Landlord's approval shall not be required for the use of the Sports Arena Property for a soccer stadium, sports training facilities, playing fields, museum, amphitheater or other similar event space, provided that the improvements are operated in a manner consistent with the public benefit requirements of the District Lease. No building, structure or other venue on the Sports Arena Property shall have a seating capacity in excess of 24,950. Tenant acknowledges the existence of the Final Environmental Impact Report for the Redevelopment of the Los Angeles Memorial Sports Arena dated January 21, 2011. Upon and following any commencement of construction with respect to the

redevelopment of the Sports Arena Property, Tenant shall prosecute such redevelopment to completion in a diligent manner.

12.2 Closure of Sports Arena. Notwithstanding the provisions of Section 12.1, prior to or in lieu of redevelopment of the Sports Arena Property, if Tenant reasonably determines that it is not cost effective to operate the Sports Arena, Tenant shall have the right, upon one hundred eighty (180) days prior written notice to Landlord (except in the case of a Force Majeure Event, in which case no notice is required) to cease all operation in the Sports Arena; provided that the building is secured and the appearance of the building exterior is maintained in substantially the same condition existing as of the Commencement Date to avoid blight, disrepair or deterioration. In such event, Tenant shall use Commercially Reasonable Efforts to make the Galen Center available for community Public Benefit Events, subject to priority for use by Tenant, and consistent with Tenant's current efforts to accommodate community events.

(a) Notwithstanding the foregoing, Tenant shall not have the right to cease operation of the Sports Arena prior to the second (2nd) anniversary of the Commencement Date, except for redevelopment purposes. In the event of any redevelopment, Tenant shall not cease operation of the Sports Arena prior to entering into a binding written commitment for such redevelopment, unless as of the second (2nd) anniversary of the Commencement Date or later Tenant has reasonably determined that pending redevelopment the Sports Arena is not cost effective to operate and Tenant complies with the requirements of the foregoing paragraph.

(b) Upon and following any cessation of operations in the Sports Arena other than for redevelopment purposes as described in subsection (a) above, Landlord thereafter shall have the right to terminate this Agreement with respect to the Sports Arena Property upon ninety (90) days' written notice to Tenant; provided that Landlord's termination notice shall have no force or effect if Tenant enters into a binding written commitment for the redevelopment of the Sports Arena during such 90-day notice period.

(c) Landlord shall also have the right to terminate this Agreement with respect to the Sports Arena Property upon ninety (90) days' written notice to Tenant in the event Tenant ceases operation of the Sports Arena for redevelopment purposes but fails to commence the redevelopment work within twenty-four (24) months after the date that Tenant enters into the binding commitment for such redevelopment (subject to delay in such commencement or prosecution of construction that is caused by Damage or a Force Majeure Event); provided that Landlord's termination notice shall have no force or effect if Tenant commences the redevelopment work during such 90-day notice period.

12.3 Other Alterations to Sports Arena Property. Except for redevelopment of the Sports Arena Property in accordance with the foregoing terms and provisions of this Article 12, before, during or after such redevelopment, Tenant shall not construct any other improvements or make any other structural alterations to the Sports Arena Property without the prior approval of Landlord, which approval shall not be unreasonably withheld, conditioned or delayed.

13. Performance of Improvements and Alterations. Article 13 of the Agreement is deleted hereby and replaced by the following:

13. Performance of Improvements and Alterations.

13.1 Landlord Approval Process. In the event Landlord approval is required for any capital improvements or alterations pursuant to Sections 11.5, 12.1 or 12.3, Tenant shall provide design drawings to Landlord along with a request for Landlord's approval of such design drawings. Such design drawings shall be of commercially reasonable detail and scope, including as to design, quality of materials and appearance. Landlord shall have forty-five (45) days after receipt of such design drawings to approve or disapprove same. Landlord shall not unreasonably withhold or condition its approval. In the event of Landlord's reasonable disapproval, Landlord shall provide to Tenant in writing a detailed explanation of the basis for such disapproval. In the event Landlord fails to respond in writing to Tenant within such forty-five (45) day period and if Tenant's request for approval stated prominently in **BOLD 12 POINT FONT: LANDLORD'S FAILURE TO RESPOND TO THIS REQUEST WITHIN FORTY-FIVE (45) DAYS SHALL BE DEEMED TO BE LANDLORD'S APPROVAL**, then Landlord shall be deemed to have approved such design drawings. Landlord shall have no further approval rights in connection with any capital improvement or alteration approved or deemed approved by Landlord unless Tenant makes material changes to the design, quality of materials or appearance of such capital improvement or alteration that do not constitute a logical evolution of the design drawings previously approved by Landlord, in which case the provisions of this Section 13.1 shall again apply.

13.2 Conduct of Work. All construction work performed on the Premises shall be done at Tenant's sole cost and expense and in a good and workmanlike manner. Tenant shall cause all work to be performed in accordance with all Laws and all other provisions of this Agreement. Tenant shall take all necessary safety precautions during any construction. All construction or alteration shall be performed and completed in a diligent manner. Tenant shall control all dust, noise and other material adverse effects of work on the Premises in accordance with good industry practices. Upon completion of any construction work for new improvements or structural alterations to existing improvements, Tenant shall deliver to Landlord two (2) sets of Conoflex or Mylar final as-built plans and specifications for the improvements or alterations that are the subject of such construction work.

13.3 Notices of Nonresponsibility. Prior to the commencement of any construction work in excess of Fifty Thousand Dollars ($50,000), Landlord shall have the right to post in a conspicuous location on the Premises and to record in the public records a notice of Landlord's nonresponsibility. Tenant covenants and agrees to give Landlord at least ten (10) business days' prior written notice of the commencement of any such construction work in order that Landlord shall have sufficient time to post such notice. Nothing in this Agreement shall be construed as constituting the consent of, or authorization from, Landlord, express or implied, to the furnishing of any labor, work, services or materials in any manner that would give rise to the filing of mechanics' liens or other claims against Landlord or Landlord's right, title or interest in the Premises.

13.4 Liens. Tenant shall keep the Premises free from any liens arising out of any work performed, material furnished or obligations incurred by or for Tenant. If Tenant shall not, within thirty (30) days after receipt of notice of the imposition of any such lien, cause the lien to be released of record by payment or posting of a proper bond, Landlord shall have, in addition to all other remedies provided in this Agreement and by Law, the right but not the obligation to cause any such lien to be released by such means as it shall deem proper, including payment of the claim giving rise to such lien. All such sums paid by Landlord and all expenses incurred by it in connection therewith (including, without limitation, reasonable counsel fees) shall be payable to Landlord by Tenant upon demand.

14. Accounting and Reports. Article 14 of the Agreement is deleted hereby and replaced by the following:

14. Accounting and Reports.

14.1 Statements. Tenant shall provide to Landlord a written information report on a semi-annual basis to Landlord regarding: (a) all Event operations, including both completed and planned Events; (b) capital repair or improvement projects either underway or proposed in the following twelve-month period; and (c) Operating Receipts, operating expenses and capital improvement and repair cost reports in furtherance of the provisions of Section 4.3. Such statements shall be delivered no later than March 31 and September 30 during each Lease Year and shall be in a commercially reasonable format and detail. Tenant shall also deliver to Landlord no later than September 30 during each Lease Year annual financial statements relating to the operation, maintenance, repair and improvement of the Premises, in a commercially reasonable format and detail.

14.2 Landlord Reports. Landlord shall provide to Tenant on the last day of each calendar quarter during the Term a written information report regarding issues, if any, identified to Landlord by the other entities in Exposition Park or other governmental or community organizations regarding the operation of the Premises by Tenant.

14.3 Verification and Audit Rights. All payments, statements, calculations and billings required to be made and/or delivered hereunder, shall be subject to reasonable verification and audit by Landlord or its consultants, which shall be conducted at Landlord's sole cost and expense except as provided below. Tenant shall make available to Landlord and its consultants during normal business hours such of its records as are reasonably necessary to reasonably verify and audit the accuracy of such payments, statements, calculations and billings, upon at least fifteen (15) days' advance written notice. Notwithstanding the foregoing, (a) Landlord shall not commence more than one examination of such payments, statements, calculations and billings hereunder during any twelve (12) month period; (b) except in the case of fraud no such payment, statement or calculation shall be subject to examination after the expiration of more than two (2) years after it is made or delivered; provided, however, that the foregoing two (2) year limitation shall not expire prior to the delivery of any final annual statement or reconciliation of a particular calculation following the close of a Lease Year; and, provided, further, that the foregoing two (2) year limitation shall not be applicable to the reexamination of the on-

going calculation of the Cumulative Calculated Amount for the purposes of auditing a current year (but shall apply to any Landlord claim for payment relating to time periods beyond the two (2) year limitation); and (3) no such payment, statement or calculation shall be subject to examination more than once (it being understood that an initial review by Landlord and timely subsequent review thereof and participation therein by the party's outside accountants or auditors shall constitute a single examination). In the event Landlord's audit determines that Tenant has underpaid any amount due to Landlord for any Lease Year by more than five percent (5%), Tenant shall pay the reasonable cost of such audit.

15. Certain Other Covenants of the Parties. Article 15 of the Agreement is deleted hereby and replaced by the following:

15. Certain Other Covenants of the Parties.

15.1 Insurance.

(a) Commercial General Liability Coverage. During the Term, Tenant agrees, at its sole cost, to have insurance coverage, or a fully funded program of self-insurance pursuant to Section 15.1(e) below, that provides for commercial general liability, public liability and liability for property damage coverage having per occurrence and aggregate liability limits of at least Fifteen Million Dollars ($15,000,000). Such limits shall be adjusted (but not decreased below $15,000,000) at least every three (3) years to limits commensurate with then-current insurance industry standards. The foregoing coverage may be subject to deductibles that are commercially reasonable and subject to approval by Landlord, which approval will not be unreasonably withheld or delayed. During the Term, Landlord agrees at its sole cost to have insurance coverage, or a fully funded 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) (subject to adjustment as provided above), with commercially reasonable deductibles as reasonably determined by Landlord from time to time.

(b) Property Insurance. Tenant shall carry, or have a fully funded program of self-insurance pursuant to Section 15.1(e) below for, all risk (also known as ISO Causes of Loss-Special Form Coverage) property insurance covering the full replacement cost of all improvements located on the Premises (exclusive of foundations and footings), with building laws and ordinance endorsement, and also covering incidental damage, including rental obligations, rental interruption or rental loss (as applicable). Tenant shall have the option but not the obligation to purchase earthquake insurance.

(c) Builder's Risk Coverage. With respect to the construction of any improvements or alterations to the Premises, Tenant shall carry, or have a fully funded program of self-insurance pursuant to Section 15.1(e) below for, course of construction insurance or builder's risk insurance, covering all construction and operations at the Premises. Such insurance shall be written on a blanket or all risk form and cover the full

replacement cost (exclusive of foundations and footings) of all 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 earthquake insurance.

(d) Insurance Requirements.

(i) All insurance required under this Agreement shall be issued by companies authorized to transact business in the State of California by the Insurance Commissioner and having a "general policyholders rating" of at least A-VII as set forth in the most current issue of "A.M. Best's Key Rating Guide" or an equivalent rating from another industry-accepted rating agency.

(ii) Each party agrees to provide the other with evidence of the above insurance coverage, and any additional insurance such party may, in its sole discretion, elect to obtain with respect to its activities at the Coliseum, on a customary insurance certificate form. Each required insurance certificate shall name (A) the other party, (B) its constituent entities, (C) its governing board and each member thereof, and (D) every officer, official, consultant, attorney and employee of the entities described in clause (B) and (C) above, as additional insureds with respect to claims arising out of this Agreement and/or the Premises.

(iii) The insurance certificate shall provide that in the event of cancellation or material change in any of the required coverages, the insurer shall endeavor to provide the other party under this Agreement with thirty (30) days' advance written notice of such cancellation or material change. If such notice is not provided by the insurer, then the insured party shall be required to provide such notice to the other party. In the case of Tenant's coverage under Section 15.1(a) above, the insurance certificate shall also state that the coverages provided in it are primary, and that the insurer or party (in the event of fully funded self-insurance) waives any right of contribution with insurance that may be available to the other party.

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

(v) The insurance under Sections 15.1(b) and (c) shall name Landlord as a loss payee, subject to Tenant's rights under Section 16.6 regarding Damage to the Premises.

(vi) The insurance under Sections 15.1(b) and (c) shall contain a waiver of subrogation wherein each insurance company waives any right of recovery against Landlord. Notwithstanding any other provision of this Agreement (except for Tenant's liability as deemed insurer with respect to self-insured insurance coverage that Tenant elects under Section 15(e) below, but not claims by Tenant or such deemed insurer against Landlord pertaining thereto), neither party shall be liable to the other party or to any insurance company (by way of subrogation or otherwise), and each party

waives for the benefit of the other party any rights to recover, for any loss of, or damage to, any of its property located on or within the Premises, which loss or damage arises from the perils that could be insured against under the ISO Causes of Loss-Special Form Coverage, including deductibles, whether or not the party suffering the loss or damage actually carries such insurance, recovers under such insurance, or self-insures the loss or damage. Said mutual waivers shall be in addition to, and not in limitation or derogation of, any other waiver or release contained in this Agreement with respect to any loss of, or damage to, property of the parties hereto. This waiver applies whether or not the loss is due to the negligent acts or omissions of Landlord or Tenant, or their respective officers, directors, employees, agents, contractors, or invitees. If required, each party hereto agrees immediately to give its insurance company(ies) written notice of the terms of said mutual waivers and to have its insurance policies properly endorsed, if necessary, to provide for such waiver of subrogation and to prevent the invalidation of any coverage by reason of said waivers.

(vii) 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.

(e) Tenant Self-Insurance. Tenant may elect, on written notice to Landlord, to self-insure some or all of the risks covered by the insurance required to be carried by Tenant under this Section 15.1, subject to the following requirements. "Self-insure" shall mean that Tenant is itself acting as though it were the insurance company providing the insurance required under the provisions hereof and shall pay any amounts due in lieu of insurance proceeds which would have been payable if the insurance policies had been carried, which amounts shall be treated as insurance proceeds for all purposes under this Agreement. All amounts which are paid or are required to be paid and all loss or damages resulting from risks for which Tenant has elected to self-insure shall be subject to the waiver of subrogation provisions of Section 15.1(d)(vii) above that protect Landlord. In the event that Tenant elects to self-insure and an event or claim occurs for which a defense and/or coverage would have been available from a third party insurance company, Tenant shall (i) undertake the defense of any such claim, including a defense of Landlord and its additional insureds, at Tenant's sole cost and expense, and (ii) use its own funds to pay any claim or replace property or otherwise provide the funding which would have been available from insurance proceeds but for such election by Tenant to self-insure. In responding to a claim for coverage or other payment under any election by Tenant to self-insure, or in response to a request to provide a defense against a claim by a third party, Tenant shall administer and handle such matters in accordance with Laws applicable to the administration by insurance carriers of coverage and claims matters as if Tenant was an insurance carrier.

(f) Workers' Compensation. 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.

(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) Periodic Review. Landlord and Tenant agree that the terms and conditions of this Section 15.1 are subject to periodic review and revision by mutual consent of the parties in light of then prevailing conditions.

15.2 Tenant Nomination of One Commissioner. Subject to applicable legal requirements, the parties will cooperate so that Tenant continues to have one member of the governing board of Landlord (the "***Commission***") during the Term be a Person nominated or otherwise approved by Tenant (in accordance with procedures that may involve, by way of example and not limitation, Tenant nominating or identifying to an appointing party under the Joint Powers Agreement at least three (3) Persons for membership on the Commission, with one of such Persons to be appointed by such appointing party). The parties acknowledge that neither Landlord nor Tenant have the power to appoint any Person to the Commission or to bind the Commission to have a Person nominated or otherwise approved by Tenant to be appointed to the Commission, and that, under current Law, for a Person nominated or otherwise approved by Tenant to become a member of the Commission, such Person must be designated by a party to the Joint Powers Agreement as a representative of such party on the Commission. In the event no party to the Joint Powers Agreement is willing to appoint to the Commission a Person nominated or otherwise approved by Tenant, Landlord shall so notify Tenant in writing, and thereafter shall keep Tenant regularly informed regarding actions of the Commission impacting Tenant or its use and operation of the Premises. Notwithstanding any contrary term or provision of this Section 15.2, this Section 15.2 shall not be applicable if, and so long as, the governing board of the Commission is reduced to less than six (6) governing board members.

15.3 Assignment of District Leases. In the event that Landlord, in its sole and absolute discretion, determines or seeks to assign, effective at any time during the Term, all or any part of the Landlord's interest in the District Leases to a Person other than the District, the State of California, the County of Los Angeles, or the City of Los Angeles (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 assignment or entering into an agreement to consummate any such assignment,

other than with or to a Governmental Authority, it shall notify Tenant of Landlord's determining or seeking to so assign all or any portion of Landlord's interest in the District Leases, identifying the subject matter of such assignment or desired assignment. 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 (except that Landlord shall be entitled to confer with the District and Landlord's constituent entities) 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 assignment 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 15.3; provided, however, if Landlord does not consummate such assignment to a third party within eighteen (18) months after the expiration of the negotiating period, or proposes to consummate such assignment 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 15.3 prior to consummating any such assignment or entering into an agreement to consummate any such assignment. 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 assignment of Landlord's entire interest under the applicable District Lease for the portion of the Premises (i.e., either or both of the Coliseum Property or/and the Sports Arena Property, as applicable) on which such improvements are located.

15.4 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 Commission, in the case of Landlord, and its Board of Trustees, 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.

15.5 Attornment and Estoppel.

(a) Subject to the provisions of Section 15.3, if the District Leases or any other lease of the Premises of which the Landlord is lessee are terminated, or if the Joint Powers Agreement is terminated, 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. A requested party's failure to deliver such a statement within five (5) business days following a second written request (given after the initial period of twenty (20) business days) shall result in the statements contained in the requesting party's request being deemed binding upon and in full force and effect against the receiving party.

15.6 Coliseum Memorial Court of Honor. Tenant agrees that Landlord shall have the authority and responsibility for the consideration and decisions regarding future inductees to the Coliseum Memorial Court of Honor. Unless otherwise approved by Tenant, which approval shall not be unreasonably withheld, conditioned or delayed, inductees to the Coliseum Memorial Court of Honor must have made a significant nationally recognized contribution to the Coliseum or the Sports Arena through positive athletic participation, or a positive contribution to the historic significance of the Coliseum or the Sports Arena. The plaques located in the Court of Honor will not be disturbed except for cleaning, upkeep and repair. Tenant shall be responsible for the costs of the maintenance, repair and upkeep of the Court of Honor (including without limitation, the plaques located in the Court of Honor) in accordance with Section 10.1. Landlord shall be responsible at its sole cost and expense for supplying new plaques as and when new inductees are named.

15.7 Display Area. Landlord and Tenant shall collaborate during the Term on the development and maintenance of an appropriate area and/or website for the display of photographs, memorabilia, and other items depicting past Coliseum events.

15.8 Tenant's Covenant Regarding USC Home Football Games.

(a) Except as otherwise provided in this Section 15.8, Tenant hereby agrees that during the Term all USC Home Football Games shall be played at the Coliseum. Notwithstanding the foregoing, Tenant shall have the right to cause one (1) USC Home Football Game per calendar year to be played at a location other than the Coliseum so long as not fewer than eighteen (18) USC Home Football Games are played at the Coliseum in each rolling three (3) season period, with post-season and championship USC Home Football Games played at the Coliseum included in the calculation of the 18-game requirement. In addition, Tenant shall have the right to drop below the eighteen (18) game requirement and play one (1) additional USC Home Football Game at a venue other than the Coliseum in the event Tenant has hosted two (2) or more non-football Events at the Coliseum with attendance in excess of 50,000 people each ("***50,000-Plus Events***") during the same three (3) season period (i.e. two (2) 50,000-Plus Events allows one (1) additional USC Home Football Game at another venue with only 17 games required during the rolling three season period). Subject to the foregoing

requirements and limitations, Tenant may elect to play USC Home Football Games at other venues for any reason in Tenant's sole discretion. If Tenant desires to play additional USC Home Football Games at other venues beyond those permitted by this Section, Tenant shall do so only upon the written approval of Landlord, which Landlord may withhold, condition or delay in its sole and absolute discretion.

(b) Notwithstanding the foregoing, the home game requirements set forth in subsection (a) shall not apply with respect to any USC Home Football Games that are not capable of being played at the Coliseum as a result of (i) any Damage, Force Majeure Event or major construction permitted under this Agreement that renders the Coliseum unfit to accommodate the staging of Events therein (and only during the period that the Coliseum continues to remain unfit for such purpose); or (ii) Tenant being banned from playing USC Home Football Games due to any disciplinary action by the Pac-12 or NCAA. Subsection (a) above also shall not be applicable with respect to any playoff or championship games played at another venue where Tenant is deemed the "home" team.

(c) With respect to any such USC Home Football Game played at another venue pursuant to subsection (a), Tenant shall include in Operating Receipts an amount equal to the amount Tenant would have included in Operating Receipts had the game been played at the Coliseum, based on the average per-game ticket revenues collected for USC Home Football Games at the Coliseum during the rolling three (3) season period preceding such game. Notwithstanding anything contained herein to the contrary, Tenant shall not be required to include any amounts in Operating Receipts as consideration for the relocation of such USC Home Football Games for (i) any such USC Home Football Game played at another venue pursuant to subsection (b) above; or (ii) any playoff or championship games played at another venue where Tenant is deemed the "home" team.

15.9 Landlord's Assistance. Landlord agrees to disseminate to its employees and members any written policies or other information supplied by Tenant to inform such employees and members that they should not engage in, that they should discourage any professional team from engaging in, and that they shall not condone any of the following:

(a) recruitment, negotiating with, drafting of, or the signing of any of Tenant's student athletes who have remaining eligibility for participation in intercollegiate athletics;

(b) soliciting, promoting, or encouraging any of Tenant's student athletes with remaining eligibility to forego the ultimate completion of the student's academic pursuits in exchange for professional team participation; or

(c) soliciting, promoting, or participating in any activity which involves any of Tenant's student athletes in circumstances in violation of NCAA or Pac-12 bylaws, regulations, policies or procedures.

15.10 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 16.6. Tenant shall remove all of Tenant's personal property from the Premises, except that Tenant shall be required to surrender and transfer to Landlord all of the Other Property and any other personal property hereafter acquired by Tenant in replacement, substitution or augmentation of the Other Property that is used exclusively for the operation, maintenance and repair of 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.

15.11 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 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. 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 lease). The provisions of this Section 15.11 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 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.

15.12 Condemnation. If any part of the Premises, or the parking lots that the District is committing to make available to Tenant for use during events at the Coliseum or Sports Arena pursuant to the parking agreement entered into between Tenant and the District on or about the Effective Date for the use of certain parking lots in Exposition Park, are taken for any public or quasi-public use, or by right or threat of eminent domain, under applicable Laws (a "***Taking***" or "***Taken***", or "***to Take***"), and the Taking

would render the remaining Premises unusable for the exhibition of a USC Home Football Game (including due to the lack of adequate parking), then upon written notice by Tenant to Landlord this Agreement shall terminate on the date title passes. In the event of a Taking of all of the Premises, this Agreement shall terminate on the date title passes. Landlord agrees that it will not exercise any right it has under applicable Laws to Take all or any part of the Premises, and that it will not support a proposed Taking by its constituent entities or any other Governmental Authority. In the event of a Taking, Landlord shall have the right to that portion of the award attributable to Landlord's interest in the Premises, including Landlord's rights, title and interest under this Agreement, and to the reversionary interest in the fee or any master leasehold estate of the Premises after the expiration of this Agreement (subject to any rights of the District thereto), and Tenant shall have the right to that portion of the award attributable to Tenant's right, title and interest in the leasehold estate under this Agreement and including Tenant's interest in any improvements to the Premises made by Tenant.

15.13 CEQA Compliance. Landlord shall act as the lead agency (so long as Landlord is legally entitled to do so) with respect to any activity undertaken pursuant to this Agreement that is a "Project" pursuant to the California Environmental Quality Act, subject to the parties' mutual agreement regarding CEQA compliance costs and indemnity.

16. Default, Indemnification, Force Majeure, Damage and Destruction, Disputes.

Article 16 of the Agreement is deleted hereby and replaced by the following:

16. Default, Indemnification, Force Majeure, Damage and Destruction, Disputes.

16.1 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) Subject to Section 16.5, Tenant's failure to perform its obligations under Section 11.1 of the Agreement to (i) commence by the second (2nd) anniversary of the Commencement Date construction of the capital improvements required to be constructed by Tenant under Section 11.1 of this Agreement, (ii) diligently proceed with the construction thereof on a continuing basis (in accordance with Tenant's internal phasing plans) that will facilitate the completion of such capital improvements by the tenth (10th) anniversary of the Commencement Date, and (iii) complete by the tenth (10th) anniversary of the Commencement Date construction of the capital improvements required to be constructed by Tenant under Section 11.1 of this Agreement, in each case where such failure continues for a period of sixty (60) days after written notice from Landlord to Tenant.

(c) 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 Sections 16.1(a) and 16.1(b), 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; or

(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 Coliseum 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 Coliseum 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 16.1 is contrary to any applicable Law, such provision as applied shall be of no force or effect.

16.2 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, except as limited below) to cure such breach at the expense of the breaching party, or the right to terminate this Agreement in accordance with applicable Laws. Additionally, the parties agree that irreparable damage would occur in the event that certain provisions of this Agreement are not performed in accordance with their specific terms or were otherwise breached. Therefore, the parties agree that injunctive relief, specific performance or other equitable relief shall be appropriate remedies to enforce the terms and provisions of Sections 2.3, 2.4, 3.2, 3.5, 5, 6.1, 6.2, 6.3, 6.4, 8.2, 8.7, 9, 10, 11.1, 11.4, 11.5, 12.1, 12.3, 13, 14, 15.1, 15.2, 15.3, 15.8, 15.9, 16.4, 16.6, 16.7, 16.8, 16.9 and 17.4 of this Agreement. No other provisions of this Agreement shall be subject to equitable relief. Notwithstanding the foregoing, or anything contained in this Agreement to the contrary, in the event Tenant breaches its obligations under Section 11.1 of this Agreement, Landlord may elect either to (i) terminate this Agreement, in which case Tenant will not be liable for any damages arising from such breach, (ii) seek injunctive relief, specific performance or other equitable relief due to such breach, in which case neither termination nor damages shall be available remedies, or (iii) seek actual damages arising from such breach, in which case this Agreement shall continue in full force and effect and Landlord shall be obligated to perform all of Tenant's obligations under Section 11.1. For purposes of Section 11.1, Tenant specifically and expressly agrees that the specific enforcement of its obligations under Section 11.1 shall be an enforceable remedy and shall not be subject to defense against such equitable relief on the basis that (a) the subject matter of Tenant's obligations are not unique; (b) Landlord has an adequate remedy at law, (c) the capital improvements to be installed by Tenant pursuant to Section 11.1 are not of requisite definition or specificity as to be subject to specific enforcement; or (d) the subject matter of Tenant's obligations under Section 11.1 are otherwise not appropriate for specific

enforcement or equitable relief. To the maximum extent permitted by law, in no event will either party be responsible for any incidental damages, consequential damages, exemplary damages of any kind, lost goodwill, lost profits, lost business and/or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty or term of this agreement, and regardless of whether a party was advised or had reason to know of the possibility of incurring such damages in advance.

16.3 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.

16.4 Indemnification.

(a) The terms and provisions of Section 16.4 of the Prior Agreement shall be applicable with respect to (i) Liabilities (as defined below) that arose or accrued during the term of the Prior Agreement and prior to the Commencement Date of this Agreement, and (ii) any Liabilities for third-party claims (including without limitation those brought by Governmental Authorities) that arose or accrued prior to the commencement of the term of the Prior Agreement. To the extent of any inconsistency between the provisions of Sections 2.4 and 2.5 of this Agreement on the one hand and the provisions of this Section 16.4(a) on the other hand, the provisions of this Section 16.4(a) shall prevail, and the provisions of this Section 16.4(a) shall control over any modification of the Prior Agreement pursuant to Section 2.4 of this Agreement. The parties acknowledge that all Liabilities and third-party claims will be subject to any applicable statutes of limitation. The terms and provisions of Sections 16.4(b) and 16.4(c) below shall be applicable with respect to Liabilities that arise or accrue upon and after the Commencement Date.

(b) Tenant agrees to indemnify, defend and save harmless Landlord and all Landlord Parties, from and against any and all losses, liabilities, claims, damages, costs and expenses (including without limitation, reasonable attorneys' fees) (collectively, "***Liabilities***") that arise or are claimed to have arisen directly or indirectly from (i) the activities of Tenant or its trustees, officers, employees, agents or contractors (collectively, "***Tenant Parties***") pursuant to this Agreement; (ii) the use, occupancy or management of the Premises, except to the extent Landlord undertakes the direct operation or management of a Commission Event, (iii) any construction work performed by or on behalf of Tenant on the Premises, (iv) the negligence or willful misconduct of Tenant or the Tenant Parties with respect to any matter on, in or pertaining to the Premises, or (v) the breach or default by Tenant of this Agreement; provided, however, that Tenant's obligations under this subsection (b) shall not pertain to Liabilities to the extent such Liabilities result from the negligence or willful misconduct of Landlord or any Landlord Parties.

(c) Landlord agrees to indemnify, defend and save harmless Tenant and the Tenant Parties from and against any and all Liabilities that arise or are claimed to have arisen directly or indirectly from (i) the activities of Landlord or any Landlord Parties pursuant to this Agreement, (ii) the negligence or willful misconduct of Landlord or any Landlord Parties with respect to any matter on, in or pertaining to the Premises, (iii) Commission Events operated or managed by Landlord, or (iv) the breach or default by Landlord of this Agreement; provided, however, that Landlord's obligations under this subsection (c) shall not pertain to Liabilities to the extent such Liabilities result from the negligence or willful misconduct of Tenant or any Tenant Parties.

16.5 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.

16.6 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 the parties have selected a third party construction consultant reasonably acceptable to both parties (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 (i) contemplates that the Damage can be repaired within two (2) years of the date on which such Damage occurred, and (ii) the estimated cost of the repair of the Damage and the restoration of the improvements does not exceed the sum of the insurance proceeds (including self-insurance proceeds) payable with respect to the Damage (or if Tenant fails to maintain property insurance in accordance with the requirements of this Agreement, the amount of insurance proceeds

that would have been payable with respect to the Damage if Tenant had properly carried the property insurance required under this Agreement), plus any applicable deductible or deductibles (such sum referred to herein as the "***Covered Amount***") by more than the amount (the "***Acceptable Uncovered Amount***") equal to the greater of (I) five percent (5%) of the Covered Amount, or (II) $1,000,000, then (A) Tenant shall repair the Damage and restore the improvements to substantially the condition existing immediately prior to the Damage as expeditiously as reasonably possible, (B) Tenant shall have the right to play USC Home Football Games at another location of its choice during the repair period, and (C) the Term set forth in this Agreement shall remain in full force and effect; provided, however, that if (x) the cost of repairing the Damage exceeds the Covered Amount by more than the Acceptable Uncovered Amount, or (y) the Damage occurs during the last five (5) years of the Term (as such Term is extended) and will prevent Tenant from playing USC Home Football Games at the Premises for one or more full football seasons, then in either case Tenant shall not be required to repair the Damage and shall have the right to terminate this Agreement as to all of the Premises, or at Tenant's election, only the Affected Portion of the Premises (as provided below). For purposes of this Section 16.6, the "***Affected Portion of the Premises***" means either (i) if the Damage pertains to the Coliseum, then Tenant's termination shall apply to all, but not less than all, of the Coliseum Property (and the Parking Lot Property during any period during which the Parking Lot Property is a part of the Premises under this Agreement); or (ii) if the Damage pertains to the improvements on the Sports Arena Property, then Tenant's termination shall apply to all, but not less than all, of the Sports Arena Property. Notwithstanding any contrary provision of this Agreement, Tenant shall not have the right to terminate this Agreement (or terminate this Agreement with respect to any portion of the Premises) unless the Damage pertains to the Coliseum or the improvements located on the Sports Arena Property (and the other conditions for Tenant's termination of the Agreement set forth in this Section 16.6 are satisfied).

If this Agreement is not terminated with respect to all or an Affected Portion of the Premises and Tenant is not required to repair the Damage, this Agreement shall remain in full force and effect and Tenant shall use the insurance proceeds, self-insurance proceeds, the amount of any insurance proceeds that would have been payable with respect to the Damage if Tenant had properly carried the property insurance required under this Agreement, and the amount of any applicable deductible or deductibles to partially repair the Damage or restore the Damaged improvements to a functional state (to the extent it is commercially reasonable to do so), with modifications and/or substitutions to the Damaged improvements as approved by Landlord, which approval shall not be unreasonably withheld.

(b) If Tenant elects to terminate this Agreement as to all or an Affected Portion of the Premises 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.

(i) If Tenant elects to terminate this Agreement in its entirety, then as a condition to such termination, Tenant shall deliver (or assign) to Landlord (A)

all insurance proceeds actually paid with respect to the Damage by a third party insurance carrier and Tenant's rights to receive all insurance proceeds payable by the third party insurance carrier (or if Tenant failed to maintain property insurance in accordance with the requirements of this Agreement, the amount of insurance proceeds that would have been payable with respect to the Damage if Tenant had properly carried the property insurance required under this Agreement), (B) all self-insurance proceeds required to be paid by Tenant to the extent that Tenant elects to self-insure, and (C) all deductible amounts.

(ii) If Tenant elects to terminate this Agreement only as to an Affected Portion of the Premises, Tenant may retain all insurance proceeds and shall use the insurance proceeds, self-insurance proceeds, the amount of any insurance proceeds that would have been payable with respect to the Damage if Tenant had properly carried the property insurance required under this Agreement), and the amount of any applicable deductible or deductibles to make other improvements or alterations to the Premises during the remaining Term of this Agreement.

(c) In no event shall any Damage entitle Tenant to any abatement, credit, offset or reduction of or against any rent or other amounts payable by Tenant under this Agreement. Except as otherwise expressly provided in this Section 16.6, no Damage shall entitle Tenant to terminate this Agreement.

(d) Landlord and Tenant acknowledge that the terms and provisions of this Section 16.6 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 16.6, including without limitation, California Civil Code Sections 1932(2) and 1933(4).

16.7 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 within ten (10) business days of the first negotiating session under Section 16.7(a) (as the same may be extended by mutual agreement of the parties), the parties have been unable to resolve the dispute, then either party may, within two (2) business days following the expiration of such ten (10) business day period, provide the other party with notice of its election to submit the matter to non-binding mediation, in which case neither party may institute any legal action with respect to such claim or dispute (except for provisional relief) until ten (10) business days following the

conclusion of such mediation if the parties have not by such date resolved the dispute to their mutual satisfaction. Such mediation will be conducted in Los Angeles County, in accordance with the then-current rules of JAMS, and concurrent with the notice of mediation given to the other party, the noticing party shall provide JAMS with notice of such request, setting forth a brief description of the subject of the dispute and the relief requested. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS panel of neutrals, and in scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator and any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties, *provided that* evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

(c) Following the conclusion of the mediation, if the parties have not resolved their dispute, the parties may agree in writing and in their sole discretion to resolve the dispute through binding arbitration under the auspices of JAMS, but if either party does not agree to submit the dispute to such binding arbitration, then at any time (subject to applicable statutes of limitations) after the expiration of ten (10) business days after the conclusion of the mediation, either party may pursue any other available remedies with respect to such dispute, including but not limited to filing an action in a court of competent jurisdiction.

(d) The provisions of this Section 16.7 may be enforced by any court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorneys' fees, to be paid by the party against whom enforcement is ordered.

16.8 Attorneys' Fees. Subject to Section 16.7, if any action at law, in equity or in arbitration is brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and disbursements in addition to any other relief to which such party may be entitled.

16.9 Venue. Subject to Section 16.7, 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.

17. General Provisions.

Article 17 of the Agreement is deleted hereby and replaced by the following:

17. General Provision.

17.1 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.

17.2 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.

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

17.4 Assignment. Tenant shall not assign or transfer this Agreement or any rights hereunder without the prior written consent of Landlord, in its sole and absolute discretion. Any unauthorized assignment 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 sublease portions of the Premises, and to grant licenses, concessions, management agreements and other agreements with third parties for use of the Premises without the obligation to seek Landlord's approval; provided, however, that Landlord shall have the right to approve any subleases, licenses, concessions or other agreements which result in Tenant ceasing to occupy the Coliseum Property 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.

17.5 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.

17.6 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).

17.7 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.

17.8 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.

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

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

17.11 Notices. Any notice or demand to be given by one party to the other shall be given in writing and by personal delivery, or via telefax, or prepaid first-class, registered or certified mail, addressed as follows:

If to the Landlord:

Los Angeles Memorial Coliseum Commission
3911 S. Figueroa Street
Los Angeles, California 90037
Attention: General Manager
FAX: 213-748-5628;

With a copy to:

Los Angeles County Counsel
648 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012-2713
FAX: 213-617-1142

And

Office of the City Attorney
200 North Main St., 7th Floor
Los Angeles, CA 90012
FAX: 213-978-7714

And if to the Tenant:

University of Southern California
University Park Campus, UGW-110
Los Angeles, California 90089
Attention: Vice President,
Real Estate and Asset Management
FAX: 213-821-3073

With a copy to:

University of Southern California
Office of the General Counsel
ADM 352

Los Angeles, CA 90089-5013
FAX: (213) 740-3249

Any such notice shall be deemed to have been given upon delivery, if personally delivered, or, if mailed or faxed, 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.

17.12 Nullification of Agreement. If this Agreement is nullified due to any violation of Law or as a result of any litigation challenging the process by which this Agreement was approved by Landlord, then upon the nullification of this Agreement by final non-appealable court order no term or provision of this Agreement shall have any force or effect and the Prior Agreement shall be reinstated.

17.13 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.

17.14 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.

17.15 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.

17.16 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.

17.17 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.

17.18 Landlord Right of Entry. Upon not less than one (1) business day advance notice, Landlord and its duly authorized representatives or agents may enter upon the Premises during the Term of this Agreement at reasonable times for the purpose of determining whether Tenant is complying with the terms and provisions of this Agreement or in furtherance of the enforcement of Landlord's rights and Tenant's obligations under this Agreement.

17.19 Loan Agreement Pertaining to Owned Property. Landlord, as borrower, and Tenant, as lender, entered into a Loan Agreement dated March 14, 2013 ("***Loan Agreement***") pursuant to which Tenant has agreed to provide Landlord with a credit facility more particularly described in such Loan Agreement. If Landlord borrows funds under the Loan Agreement the repayment of such borrowed funds will be secured by a Deed of Trust, Assignment of Rents and Security Agreement ("***Deed of Trust***") that will encumber the Owned Property. Pursuant to the terms and provisions of the Deed of

Trust, this Agreement shall be senior in priority to the Deed of Trust and the Deed of Trust shall not grant to Tenant, as lender under the Loan Agreement, any security interest in Landlord's interest under this Agreement. In the event that the Deed of Trust is executed and the Owned Property is subsequently foreclosed pursuant to such Deed of Trust, then concurrent with such foreclosure this Agreement shall be deemed to be automatically amended to delete the Owned Property from the Premises under this Agreement and to delete all references in this Agreement to the Owned Property. As a result of any foreclosure of the Deed of Trust, Tenant shall continue to be the ground lessee under this Agreement of all of the Premises other than the Owned Property and the lender under the Loan Agreement (or another purchaser at foreclosure if such lender is not the purchaser) shall become the fee owner of the Owned Property.

18. Additional Provisions.

18.1 District Agreements. Tenant and District have approved a Term Sheet (the "**Tenant/District Term Sheet**") that sets forth the terms on which District will enter into a non-disturbance agreement with respect to the Agreement as amended by this Amendment and afford certain parking rights to Tenant (the "***NDA***"), as well as providing options for certain direct leases to Tenant following the expiration or earlier termination of the Agreement (as amended by this Amendment) (the "***Related Documents***"), but neither the NDA nor the Related Documents have been executed by District and Tenant. If the NDA and the Related Documents are not executed and delivered by District in a form satisfactory to Tenant that is consistent with the Tenant/District Term Sheet, with all requisite approvals having been secured for such execution and delivery by District (including, without limitation, the approval of the California Department of General Services and the California Natural Resources Agency) (the "**Amendment Contingency**"), on or before December 16, 2013, then this Amendment automatically shall terminate and be of no further force and effect, and the Agreement shall continue in effect as if this Amendment had never been entered into. Tenant agrees to use its Commercially Reasonable Efforts to cause the Amendment Contingency to be satisfied as soon as possible and shall keep the Commission informed of the status of its negotiations with the District towards the satisfaction of the Amendment Contingency. If Tenant executes an NDA and Related Documents with the District, then such documents shall be conclusively deemed to be on terms that satisfy the Amendment Contingency.

18.2 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 Amendment.

18.3 Fair Meaning. This Amendment 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 Amendment 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.

18.4 Exhibits and Schedules. The Exhibits and Schedules referred to in the amended provisions of the Agreement set forth above are attached to this Amendment and incorporated by this reference into the Agreement and made a part thereof.

18.5 Successors and Assigns. Subject to the restrictions and other limitations set forth in the Agreement, the terms, covenants, and conditions hereof shall inure to the benefit of and be binding upon the respective parties hereto, their heirs, executors, administrators, successors, and permitted assigns.

18.6 Authority of the Parties. Each of the parties executing this Amendment hereby represents and warrants to the others that it has all requisite power and authority, corporate or otherwise, to enter into and deliver this Amendment.

18.7 Counterparts. This Amendment may be executed in any number of counterparts and by different parties to this Amendment in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Amendment. Delivery of an executed counterpart of a signature page to this Amendment via telephone facsimile transmission shall be effective as delivery of a manually executed counterpart of this Amendment. Subject to the other provisions hereof, this Amendment shall become effective when each of the parties has received a counterpart of this Amendment executed by the other parties to this Amendment or a copy of such executed Amendment signed in counterparts.

18.8 Amendment. Any alteration, change or modification of or to this Amendment, in order to become effective, must be made in writing and in each instance signed on behalf of each party to be charged.

18.9 Severability. If any term, provision, condition or covenant of this Amendment or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Amendment, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

18.10 Integration. This Amendment, together with the Agreement (as amended by this Amendment), contains the entire understanding among the parties relating to the matters set forth herein. All other terms and conditions of the Agreement that do not conflict with and have not been amended by this Amendment shall remain in full force and effect. Other than the Agreement, all prior or contemporaneous agreements, understandings, representations and statements with respect to the subject matters hereof, whether direct or indirect, oral or written, are merged into and superseded by this Amendment, and shall be of no further force or effect.

18.11 Cooperation of Parties. Each party agrees to sign any other and further instruments and documents and take such other actions as may be reasonably necessary or proper in order to accomplish the intent of this Amendment, so long as the terms thereof are fully consistent with the terms of this Amendment.

18.12 Governing Law. This Amendment shall be construed under the laws of the State of California.

18.13 Further Assurances. Each party hereby covenants that it will, at any time and from time to time upon request of the other, and without the assumption of any additional liability, execute and deliver such further documents and do such further acts as such party may reasonably request in order to fully effectuate the purpose of this Amendment, including without limitation, Section 18.1 above.

[SIGNATURES ON FOLLOWING PAGE]

Second

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

LOS ANGELES MEMORIAL COLISEUM COMMISSION

By: _____
Don Knabe

Title: President

UNIVERSITY OF SOUTHERN CALIFORNIA

By: _____
Todd Dickey

Title: Senior Vice President, Administration

APPROVED AS TO FORM:

By: _____
Thomas J. Fauerman
Commission Legal Counsel

APPROVED AS TO FORM:

By: _____
Munger, Tolles & Olson LLP

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

LOS ANGELES MEMORIAL COLISEUM COMMISSION

By: _____
Don Knabe

Title: President

UNIVERSITY OF SOUTHERN CALIFORNIA

By: Todd Dickey
Todd Dickey

Title: Senior Vice President, Administration

APPROVED AS TO FORM:

By: _____
Thomas J. Faughnan
Commission Legal Counsel

APPROVED AS TO FORM:

By: _____
Munger, Tolles & Olson LLP

GLOSSARY

ADA means the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12111 et seq. (the ***"ADA"***), and the ADA Accessibility Guidelines promulgated by the Architectural and Transportation Barriers Compliance Board, the public accommodations title of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000a et. seq., the Architectural Barriers Act of 1968, 42 U.S.C. §§ 4151 et. seq., as amended, Title V of the Rehabilitation Act of 1973, 29 U.S.C. §§ 790 et. seq., the Minimum Guidelines and Requirements for Accessible Design, 36 C.F.R. Part 1190, the Uniform Federal Accessibility Standards, and Title 24 of the California Code of Regulations, as the same may be amended from time to time, or any similar or successor laws, ordinances and regulations, now or hereafter adopted.

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

Annual Determination Date has the meaning specified in Section 4.3(a).

Capital Improvement Items means (i) all actual documented costs, expenses, liabilities and expenditures for improvements made to the Coliseum Property pursuant to Sections 11.1 and 11.2 that would be treated as capital expenditures under generally accepted accounting principles consistently applied (***"GAAP"***), including any that are funded by the ticket surcharge referred to in Section 4.3(f), by donations, or by contributions or work performed by an NFL team pursuant to Section 6.3(b), or by the NCAA, PAC-12, U.S. Olympic Committee, Special Olympics or other comparable entities and also including associated commercially reasonable general and administrative expenses of Tenant in connection with the construction of improvements (but not general operating expenses), (ii) the amount of the capital expenditure reserve described in Section 11.3, and (iii) a return on the Outstanding CapEx Balance as it exists from time to time at the Internal Lending Rate as it exists from time to time. Capital Improvement Items shall not include any costs, expenses, liabilities or expenditures (a) funded through government grants or other governmental funding, (b) reimbursed or otherwise covered by rebates, discounts, warranties or insurance proceeds (including self-insurance), or (c) funded by subtenants, concessionaires or licensees (other than the NFL, NCAA, PAC-12, U.S. Olympic Committee, Special Olympics or other comparable entities). Tenant shall be deemed to have been reimbursed for Capital Improvement Items that would have been covered by the insurance required to be carried by Tenant under this Agreement if Tenant breaches its obligation to carry such insurance, or if Tenant fails to diligently pursue any claim for insurance proceeds from its insurance carrier.

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 Lease means the Lease dated January 3, 1956 between the District and Landlord for the Coliseum Property, as amended prior to the Effective Date or hereafter amended pursuant to an amendment permitted under the Agreement, as amended by this Amendment.

Coliseum Property means the real property depicted on Exhibit A attached hereto.

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, including the cancellation of any contracted event at the Coliseum, 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 15.2.

Commission Event Period has the meaning set forth in Section 6.1.

Commission Events has the meaning set forth in Section 6.1.

Contractors has the meaning set forth in Section 15.1(f).

"CPI" means the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics (Los Angeles, Riverside, Orange County, All Urban Consumers, All Items), or if such index is no longer published, a successor or substitute index designated by Landlord, published by a governmental agency and reflecting changes in consumer prices in the greater Los Angeles area.

Cumulative Calculated Amount, when determined as of any date, means an amount, which may be either positive or negative, equal to "**a**" minus "**b**" minus "**c**" where (i) "**a**" is equal to the cumulative Operating Receipts of Tenant that are attributable to the period beginning on the Commencement Date and ending on the Annual Determination Date; (ii) "**b**" is equal to the sum of all Offsetting Items that are attributable to the period beginning on the Commencement Date and ending on the Annual Determination Date; and (iii) "**c**" is equal to all Capital Improvement Items that were recognized by Tenant (in accordance with GAAP) during the period beginning on the Commencement Date and ending on the Annual Determination Date. Notwithstanding any contrary provision hereof, in no event shall any cost, expense, expenditure or other amount be counted on a duplicative basis as both an Offsetting Item and a Capital Improvement Item.

Damage has the meaning set forth in Section 16.6.

Damage Estimate has the meaning set forth in Section 16.6.

Default Rate means the lesser of (i) the prime or reference rate announced from time to time by Bank of America, N.A. or it 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.

Direct Lease has the meaning set forth in Section 3.5.

District means the State of California Sixth District Agricultural Association (also known as the California Science Center).

District/Commission Term Sheet has the meaning set forth in Section 2.3.

District Leases means the Coliseum Lease and the Sports Arena Lease.

District Leases Amendments has the meaning set forth in Section 2.3.

Events has the meaning set forth in Section 5.1.

Excluded Receipts means (i) insurance proceeds other than insurance proceeds that are in amount equal to, and payable for, a loss that has previously been recognized in any prior calculation of the Cumulative Calculated Amount, (ii) proceeds of condemnation, inverse condemnation or other exercise of any power of eminent domain or similar power; (iii) receipts attributable to any breach of this Agreement by Landlord or breach of any other obligation of Landlord to Tenant; (iv) donations of any kind, except as provided in Sections 9.2(c) – (e), (v) proceeds of the sale of naming rights that are excluded from Operating Receipts pursuant to Sections 9.2(c) – (e) or 9.3; (vi) proceeds from the sale of signage that are excluded from Operating Receipts pursuant to Article 8; (vii) proceeds of any ticket surcharge imposed by Tenant that is used to fund Capital Improvement Items, to the extent excluded from Operating Receipts pursuant to Section 4.3(f); and (viii) capital improvement funds contributed by an NFL Team to the extent excluded from Operating Receipts as Excluded Receipts pursuant to Section 6.3(b).

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.

Extension Options has the meaning set forth in Section 3.2.

Extension Term or Extension Terms has the meaning set forth in Section 3.2.

Force Majeure Event means an event described in Section 16.5.

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

Internal Lending Rate means, as of any date of determination, the internal rate of interest charged from time to time by Tenant to Tenant's schools and departments, which internal rate of interest as of the Effective Date is currently six percent (6%) per annum. Tenant agrees to continue to calculate the Internal Lending Rate in substantially the same manner as it does as of the Effective Date. Tenant shall notify Landlord in writing upon any change in the Internal Lending Rate.

Joint Powers Agreement means the Amended and Restated Los Angeles Memorial Coliseum Management Agreement dated November 9, 1976 (as amended), by and among the City of Los Angeles, County of Los Angeles and District.

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

Landlord Operating Costs has the meaning set forth in Section 4.2(a).

Landlord Parties has the meaning set forth in Section 2.5.

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.

Leased Property means the Coliseum Property and the Sports Arena Property.

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 the Agreement.

Liabilities has the meaning set forth in Section 16.4(b).

NCAA means the National Collegiate Athletic Association.

NDA means the Non-Disturbance Agreement executed and delivered by District, Landlord and Tenant concurrently or substantially concurrently with the execution and delivery of this Agreement.

NFL has the meaning set forth in Section 6.2.

NFL Agreement has the meaning set forth in Section 6.3.

Offsetting Items means all actual documented costs, expenses, liabilities, commercially reasonable maintenance and repair reserves, and expenditures properly booked for accounting purposes, including commercially reasonable general and administrative costs and expenses, and all sums paid by Tenant pursuant to Sections 4.1, 4.2, and 4.4, incurred by Tenant in connection with the operation of the Coliseum Property and the Owned Property that are not reimbursed by subtenants, concessionaires or licensees (not including Tenant's athletics department except as noted below), or by insurance or self-insurance. For purposes of determining Offsetting Items, (a) Offsetting Items shall not include any costs, expenses or expenditures incurred in connection with the generation of donations, except for the salaries and benefits of no more than two (2) development officers, whose combined salaries and benefits shall not exceed the total sum of $300,000 per year, as such sum may be escalated during the Term in accordance with Tenant's typical salary increases for development officers; (b) Tenant shall be deemed to have been reimbursed for Offsetting Items that would have been covered by the insurance required to be carried by Tenant under this Agreement if Tenant breaches its obligation to carry such insurance, or if Tenant fails to diligently pursue any claim for insurance

proceeds from its insurance carrier; (c) Tenant's athletics department shall be deemed to reimburse Tenant for costs, expenses and expenditures that are typically required to be reimbursed by, or are typically the responsibility of, a college football team tenant under a stadium lease arrangement on prevailing fair market terms; and (d) Offsetting Items shall also include costs incurred in connection with the operation of any parking areas on the Sports Arena Property that are used for Events at the Coliseum, to the extent that such costs pertain or are reasonably allocated to the use of such parking areas for such purpose. Offsetting Items shall be calculated on an accrual basis in accordance with GAAP.

Operating Receipts means cash and cash equivalents (assets readily convertible into cash) that are received by Tenant as a result of its operation of the Coliseum Property and the Owned Property, including (without limitation) those representing (a) rental receipts (but in the case of USC Home Football Games or other athletic events for Tenant's collegiate teams, limited to a market percentage of gate receipts (and subject to the Ticket Price Exclusions described below), which the parties acknowledge are typically eight percent (8%) for college football games as of the Commencement Date); (b) proceeds of the sale of naming rights (subject to the limitations set forth in Section 9.2 and 9.3); (c) any imputed rent from an NFL team calculated pursuant to Section 6.3(b); (d) signage, concessions, filming and other operations; and (e) proceeds of any ticket surcharge imposed by Tenant that are not Excluded Receipts. Operating Receipts shall also include revenues received by Tenant from the operation of parking areas located on the Sports Arena Property for Events at the Coliseum. Operating Receipts shall be calculated on an accrual basis in accordance with GAAP. Notwithstanding the foregoing, (a) Operating Receipts shall not include donations or sums received for Capital Improvement Items by the NFL (subject to Section 6.3(b)). Additionally, with respect to the Commercial Value Equivalent of other donations and any commercial naming rights revenues that Tenant designates are to be used for Capital Improvement Items, inclusion of such Commercial Value Equivalent and other revenues in Operating Receipts shall be deferred for a period of three (3) years from the date of receipt; provided that as of the third (3rd) anniversary of the date of receipt, Tenant shall include in the Operating Receipts for the then-current year all Commercial Value Equivalent and other receipts that have been deferred pursuant to this sentence.

Other Property has the meaning set forth in Section 2.2.

Outstanding CapEx Balance means, at any date of determination, an amount equal to the excess, if any, of (x) Capital Improvement Items, over (y) the cumulative Operating Receipts less the cumulative Offsetting Items.

Owned Property means the freeway sign and associated real property along the 110 Freeway located at 3843 Grand Avenue, Los Angeles, as depicted on Exhibit C attached hereto.

Pac-12 means the Pac-12 Conference, or its successor.

Parking Lot Property means the real property located in the vicinity of the Leased Property consisting of three parcels in "Parking Lot 1" in Exposition Park, and one parcel in "Parking Lot 3," a portion of which is located in Jesse Brewer Park, as depicted on Exhibit D attached hereto.

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.

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, the NCAA, the Pac-12, or other organizations, whether or not legal entities, and all Governmental Authorities.

Premises means the Leased Property, the Owned Property and the Parking Lot Property; provided, however, that the Premises shall exclude the Parking Lot Property at such time as the Parking Lot Property is removed from the Premises pursuant to Section 2.6.

Prior Agreement means the Agreement, prior to this Amendment.

Public Interest Event means a cultural, educational, religious, political, social, demonstration or similar Event for which tickets are not sold (except to cover the cost of the Event or for the benefit of the particular charitable purpose for which the Event is held) and the Coliseum is not otherwise made available for commercial exploitation from the sale of merchandise and novelties, the earning of broadcast revenues, the placement of advertising, the marketing of sponsorships, or the receipt of other streams of revenue customarily earned at commercial Events at the Coliseum (except to cover the cost of the Event or for the benefit of the particular charitable purpose for which the Event is held).

Sports Arena means the Los Angeles Memorial Sports Arena or any replacement thereof.

Sports Arena Lease means the Sports Arena Agreement, Lease and Easement dated January 3, 1956 between the District and Commission for the Sports Arena Property, as amended prior to the Effective Date or hereafter amended pursuant to an amendment permitted under the Agreement, as amended by this Amendment.

Sports Arena Property means the real property depicted on Exhibit B attached hereto.

Temporary Signage means any sign, exhibit, display or other visual image on, in or at the Coliseum that (A) (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 Coliseum 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 involve the application of paint, coloring, shading, powdering or any other substance directly to the improvements or fixtures that are part of the Coliseum, (iv) 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, and (v) is not on-field advertising; (B) constitutes the digital content of any scoreboard, video board or

other signage within the Coliseum displayed on the day of an Event; or (C) constitutes the digital content of any other sign, exhibit, display or other visual image, except for the digital content of a sign, exhibit, display or other visual image permanently affixed to the improvements or fixtures at the Coliseum where the digital content constitutes advertising of only the products of a single sponsor or single lessee of such sign, exhibit, display or visual image that is placed on a long-term, and not event-by-event, basis.

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

Term has the meaning set forth in Section 3.1.

Ticket Price Exclusions means the following: (a) the face value of complimentary tickets, (b) any amounts received from the sale of student tickets to Tenant's bona fide students or their spouses/domestic partners or the sale of faculty or staff cards or tickets to members of Tenant's faculty or staff or their spouses/domestic partners, entitling the holder to admission to a USC Home Football Game, if and while he or she is a bona fide student or the spouse/domestic partner of a bona fide student or member of the faculty or staff or the spouse/domestic partner of a member of the faculty or staff ("***Student/Staff Tickets***"); provided that if the total of complimentary tickets (excluding complimentary ticket provided to Landlord) and Student/Staff Tickets exceeds twenty percent (20%) of the total tickets sold to the public for a USC Home Football Game, then the product of such excess number of such tickets multiplied by the average ticket price for such USC Home Football Game shall be included in the calculation of the total revenue from ticket sales for such USC Home Football Game for the purpose of determining the market percentage of gate receipts that will be included in Operating Receipts; and (iii) that part of each amount collected from ticket purchasers which Tenant is required to exact in the capacity of a collection agent, in effect, for any taxing authority as an admission or other tax.

Trojan Football Team means the varsity football team of the University of Southern California.

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.

EXHIBIT A
COLISEUM PROPERTY

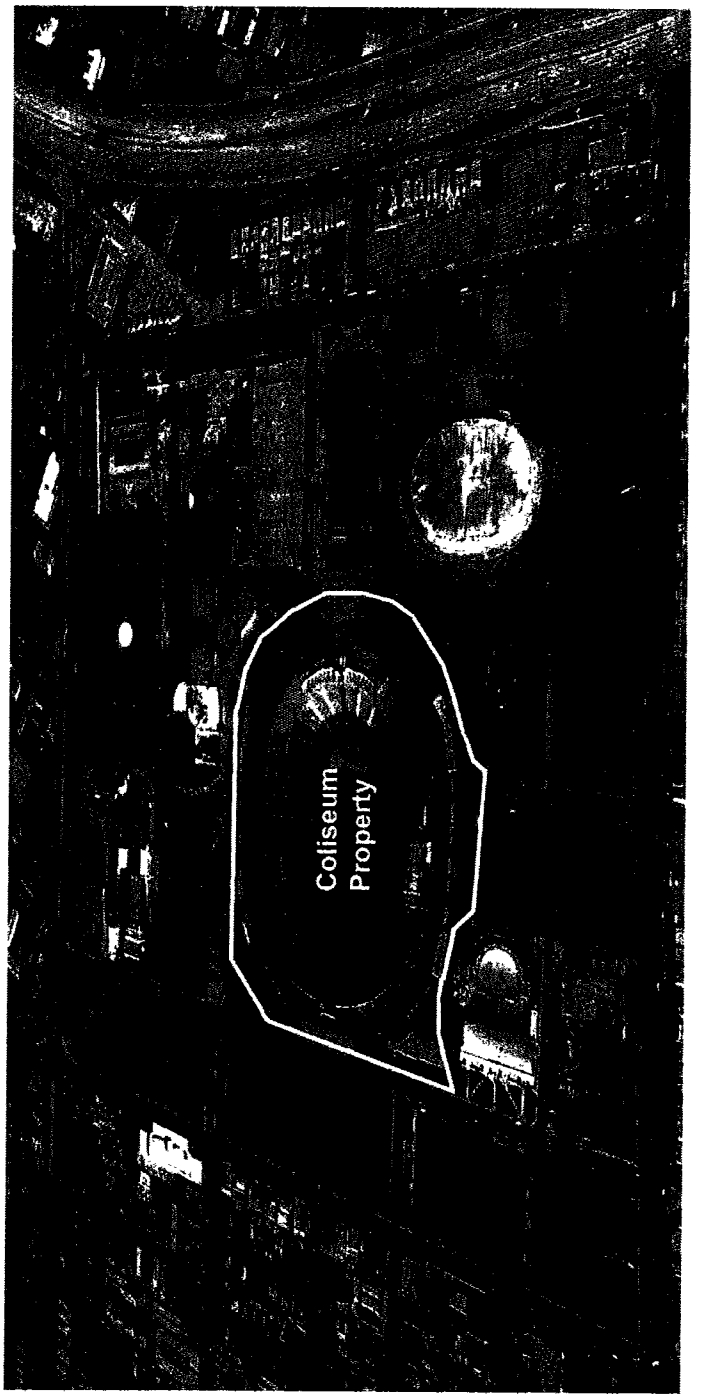


EXHIBIT B
SPORTS ARENA PROPERTY

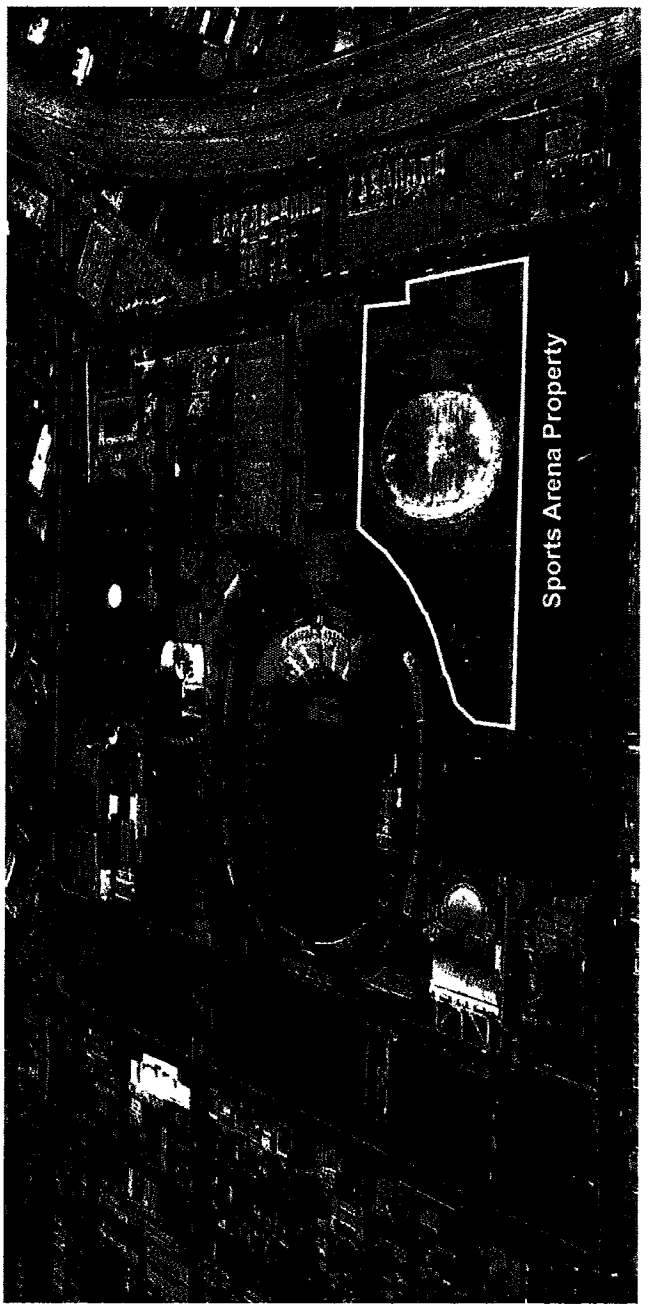


EXHIBIT C

OWNED PROPERTY

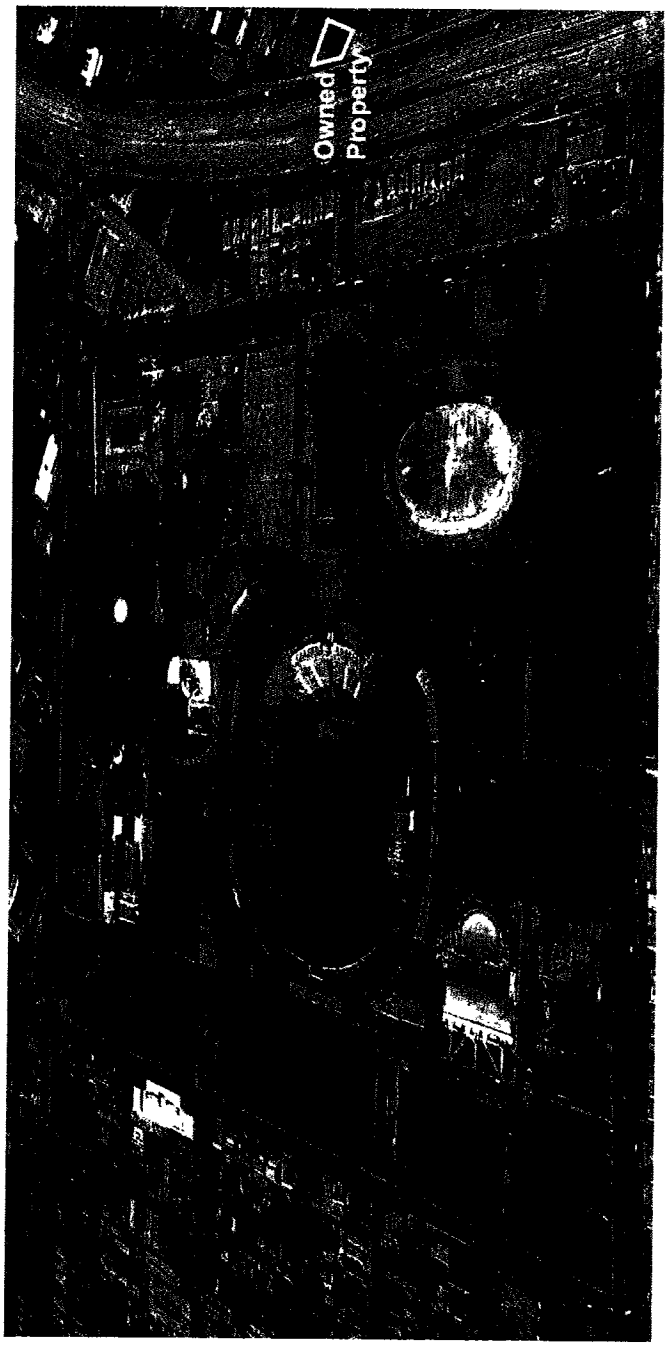
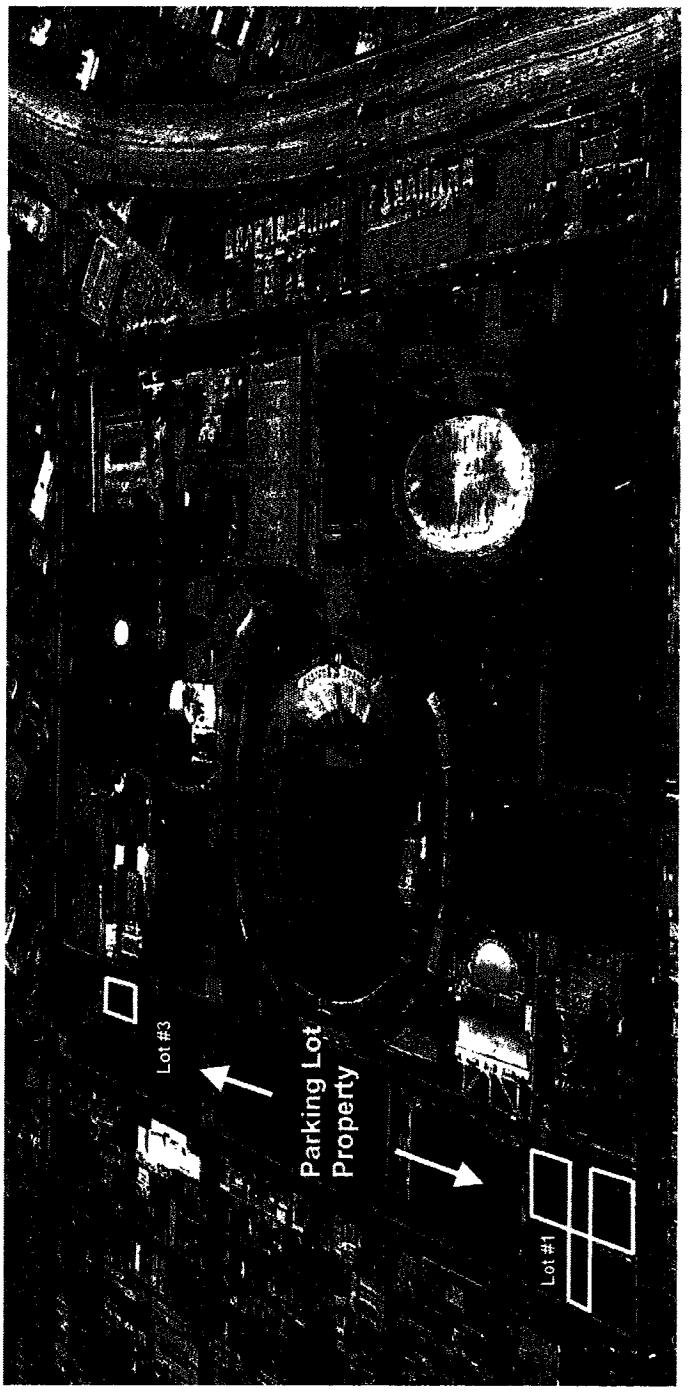


EXHIBIT D

PARKING LOT
PROPERTY



SCHEDULE 2.2-1

OTHER PROPERTY

Intangible Property:

Trademarks and Servicemarks as follows:

- "Los Angeles Memorial Coliseum"
- "The Coliseum"
- "Los Angeles Coliseum"
- "L.A. Coliseum"
- "LA Coliseum"
- "Los Angeles Memorial Sports Arena"
- "Los Angeles Sports Arena"
- "LA Sports Arena"
- "L.A. Sports Arena"
- The stylized/design mark:



- Variations of any of the above marks that impart association with and/or origin from the Landlord in provision of services and goods

and

- Combined marks of the above.

Plans, Specifications, Permits and Warranties, including without limitation:

- Plans and specifications for improvements
- Property maps
- Governmental permits and approvals, including food service permits
- Third party warranties pertaining to the Premises

Licenses, including without limitation:

- Communications licenses-telecommunications, cell, two way radio, radio frequencies
- Utilities licenses, including water, natural gas, electricity, internet, wireless communication, waste water, environmental.
- Occupancy permits-certificate of occupancy, crowd capacities, and any variances which have been issued.

- Certifications from any other governmental agency related to operations or occupancy, such as, Federal Aviation Agency, earthquake certifications, etc.

Appliances, Equipment, Furnishings and other Tangible Personal Property, including without limitation:

- **Permanent Equipment** - All permanent equipment, to include all spare parts, operating manuals, and any maintenance agreements which are in effect or have expired regarding such equipment, including those related to:
    - Public address
    - Video display or messaging
    - Communications-to include telephonic, two way radio and transmission, wiring, fiber
    - Utility-electrical, plumbing, waste water, water
    - Lighting and lighting control
    - Air conditioning, heating

- **Moveable Equipment** - All moveable equipment and furniture, fixtures and equipment, to include all spare parts, operating manuals, and any maintenance agreements which are in effect or have expired regarding such equipment.
    - Office Furniture-including office equipment.
    - Ground maintenance-turf related and all tools
    - Computers, printers, scanners, computer wiring
    - Telecommunications instruments and connectivity equipment
    - Two way radios
    - Material handling-forklifts, pallet jacks, dollies, racks
    - Sport specific
    - Vehicles
    - Security and traffic devices-stanchions, wands, magnetometers, barricades, uniforms
    - Tables, chairs, staging, dollies

- **Food Service Equipment** - including without limitation:
    - Tents, counters, tables used to create food service spaces.
    - Food preparation equipment
    - Food storage equipment-hot and cold
    - Shelves, racks, furniture
    - Vehicles
    - Office equipment-to include furnishings, computers, telecommunications
    - Money handling devices
    - Uniforms
    - Two-way radios

Documents Related to Events, including without limitation:

- Signed event contracts
- Work orders; operations plans
- Event layouts, drawings
- Billing documents and billing details

Contracts, including without limitation:

- All contracts, leases and other agreements relating to the operation of the Coliseum and Sports Arena.
- All agreements with regard to responsibilities or limitations related to other Exposition Park tenants, including parking, security, safety, etc.

Notwithstanding any contrary provision of the Agreement or this Schedule 2.2-1, Landlord's lease of the items listed in this Schedule 2.2-1 shall (a) be limited to the extent of Landlord's right to lease such item, (b) be limited to Landlord's interest in such item, (c) exclude any of Landlord's records regarding the Premises (other than those listed in this exhibit), so long as Tenant has reasonable access to and the right to copy all non-confidential, non-privileged records, and (d) be subject to the reservation by Landlord of the right to use such item as reasonably necessary in connection with the exercise of any of Landlord's rights under this Agreement.

A detailed schedule of items included in Other Property follows.

Los Angeles Coliseum and Sports Arena

Personal Property

Asset Type	Qty	description	Model Number
Arena equipment	1	Basketball Floor (USED)	
Arena equipment	2	Basketball Hoops	
Arena equipment	1	East Riser	
Arena equipment	1	Hocker Dasher System (Plexiglass)	
Arena equipment	1	North Riser	
Arena equipment	1	South Riser	
Arena equipment	1	Stage 40' x 60'	
Arena equipment	1	West Riser	
ATM equipment	8	ATM Tranax	HS-1420
ATM equipment	4	ATM Triton	9600
Audio	1	Acer monitor	P191w
Audio	1	Alter-Lansing	1590C
Audio	36	Arena JBL speakers hanging in bowl	
Audio	1	Audio Digital Industrial Digital Processor	ADD-3
Audio	1	Audio System- commission office	
Audio	1	DBX Crossover 234	
Audio	1	DBX Drive Rack Equalizer	DBX481
Audio	1	Digital Cart Hard Disk System	HD102
Audio	1	Digital Cart Random Access Digital Audio Recorder	90-122ADC
Audio	1	FM Transmitter	#EPAT35
Audio	1	G2 VIM-1808 LIGHTVIPER	VIM-1808
Audio	10	High range boxes	
Audio	1	HP Pavilion Slimline Computer	s3521p
Audio	16	JBL Speaker	4580A
Audio	2	Light Viper Fiber Converters (Load 16 & Audio Room)	
Audio	1	Mackie DFX-6 Sound Mixer Board (video room)	DFX-6
Audio	1	memorex hdmi dvd player	MVD2047BLK
Audio	1	Meyer speakers in cabinets @ Coliseum	
Audio	2	Mid range Boxes	
Audio	1	Midas Venice Sound/Mixer Board (arena)	Venice 320
Audio	1	Panasonic Hi-Power Amp WA-750	WA-750
Audio	4	QSC Amps	CX1102
Audio	11	Ramsa Low Range Speakers	215
Audio	30	Ramsa Power Amplifiers	WP-9210
Audio	2	Rane Graphic Equalizer	GQ15
Audio	3	Rolf Distribution Amplifier, Pro Plus	RA-163
Audio	1	RTS TW intercom system 1x5 splitter	TWSW
Audio	2	Servo-Balanced Distribution Amplifier	#120A
Audio	1	Sony Digital Servo System	CDP-261
Audio	1	Sony Servo Stabilizer Circuit	CDP-291
Audio	1	Stewart Four Channel Long Mixer	LM-4M
Audio	1	Subwoofer Boxes	78001-15
Audio	1	TOA Electric Amplifier	A-906
Audio	1	UREI Graphic Equalizer	533
Audio	1	UREI One Third Octave Equalizer	537
Audio	1	white V-tech cordless phone	

Los Angeles Coliseum and Sports Arena

Personal Property

Asset Type	Qty	description	Model Number
Audio	1	Yamaha 16 channel Ethernet I/O Card RJ45	AVY16-ES100
Audio	1	Yamaha ls-9-16 Digital Mixing Console + Ethernet card	LS9-16
Audio	1	YAMAHA stage box SB168-ES	
Card	1	R15-500	D02CA5NE211190
Card Receiver	1	Direct TV D11	0017-0791-1317
Card Receiver	1	Direct TV D12	0022-1558-3796
Card Receiver	3	Direct TV H20	0018-3776-4388
Card Receiver	4	Direct TV H21	0024-3662-9079
Card Receiver	2	Direct TV H24-700	0024-9731-4415
Card Receiver	2	Direct TV HR22-100	0019-0815-7819
Card Receiver	1	Direct TV HR24-500	0029-9725-0135
Computer	2	ACER	M1000
Computer	1	Black Generic CPU Tower	AWRDACPI
Computer	6	COMPAQ	GQ9151
Computer	2	Dell	Vostro 470
Computer	8	E-MACHINE	T5082
Computer	2	Gateway	Xin Con
Computer	7	GENERIC PC	GENERIC
Computer	1	HP PAVILION	M8000
Computer	1	LENOVO	969DA12
Computer	1	LENOVO	7752-
Credit Card Machines	29	Omni 3750	LK771250
equipment	7	Adding machine	
equipment	1	aeolus air system over door	
equipment	1	aero hot waterless food warmer	Model# E303-25
equipment	2	alto shaam 3 level warmer	M#500-3DN
equipment	1	alto shaam cooking oven	M#ASC-4E
equipment	2	alto shaam deep fryers	M#ASF-60E
equipment	2	alto shaam hald head 4 wheel warmer	M#ED25YS-72/25
equipment	5	alto shaam hot dog cooker	
equipment	47	alto shaam warmer	1000 UP/VSI
equipment	1	Barricades	
equipment	1	BBQ - Gourment	
equipment	1	berkel inc. food processing machine	Model# 8 18
equipment	1	Big Grey Safe	
equipment	1	Bunns kraft foods coffee maker	Model#VPS black 04275-0013
equipment	1	Burnisher/Buffer, TomCat	
equipment	5	Calculator - Canon	MP1IDX
equipment	3	Calculator - Casio	HR-150LA
equipment	4	Calculator - Sharp	EL2630GII
equipment	1	Calculator - Texas Instruments	TI5680
equipment	2	Canon Adding Machine	DL-270A-B
equipment	4	captive air system	M#5412SNO-2
equipment	1	carpet cleaning equipment	2200
equipment	8	chaffers complete	

Los Angeles Coliseum and Sports Arena

Personal Property

Asset Type	Qty	description	Model Number
equipment	3	Cleveland steam cooker	Model#21CET8
equipment	42	coffee cambros	
equipment	22	coffee pump	
equipment	1	coffee urn	
equipment	1	Coin Counter	
equipment	1	Coliseum Network	
equipment	1	Commission Tent	
equipment	1	concert barricade	
equipment	1	cooler	M#MT45
equipment	3	cooler beverage air	M#MT45
equipment	4	cres cor food box	Model#100-1821
equipment	3	Currency Counter- AccuBanker	AB1100MG/UV
equipment	6	Currency Counter- Brandt	R58845
equipment	1	Currency Counter- Cummings	406970200
equipment	1	Currency Counters- Glory	SS-11B
equipment	4	Currency Counters- Hedman	P329
equipment	4	curtain air system above door	M#CFD-TQ-2-36-1-A
equipment	2	delfield food warmer under grill	
equipment	2	delfield freezer	M#F1FL
equipment	1	double montague oven stand up on wheels	
equipment	6	ember glo warmer	M#ES5M
equipment	1	espresso roast maker	
equipment	2	fetco coffee dispensers	
equipment	21	fetco coffee maker	CBS-31PAP
equipment	1	filter magic frymaster deep fryer	HWEZFWM-24C
equipment	1	food warmer 3 compartment	
equipment	9	fridge mini	
equipment	2	fry master 2 bin deep fryer	012784
equipment	2	garland grill	
equipment	1	hatco 24-7 warmer	M#GR2SDH-24D
equipment	6	hatco GLD-ray food warmer	M#GRFSCL-18
equipment	2	hobart hot dog cooker	M#CN90
equipment	1	Hoffman Food Box	
equipment	14	hot dog warmer	200CT
equipment	2	hot food box inc. warmer	Model# C12
Equipment	1	HP Laser Jet Fax	3050
equipment	2	keg coolers with 2 dispenser	
equipment	1	kenmore clothes dryer	M#KEYS850LQJ
equipment	1	kitchen aid clothes washer	
equipment	1	kitchen clothes dryer 80 series	M#268867290
equipment	1	Major Safe	
equipment	1	manitowac ice maker	M#B140048
equipment	1	Marketforge Gas Oven Steamer	
equipment	5	mccall refrigeration units	Model# RP-15-16-EN
equipment	4	merco slide warmer	M#311094
equipment	3	metro c5 warmer	M#C569-NFS-UA

Los Angeles Colliseum and Sports Arena

Personal Property

Asset Type	Qty	description	Model Number
equipment	1	montague grizzley 6 range stove and oven	
equipment	1	montague grizzly gill and 2 overs	
equipment	1	Motorola Radius REPEATER	GR1225
equipment	2	nacho cheese and chip warmers	M#5580BVL
equipment	1	pallet jack	
equipment	77	popcorn warmer	100 PC
equipment	1	Portable PA System Powered	Anchor
equipment	1	Portable PA System Unpowered	Anchor
equipment	1	pressure washer strero company	Model# SDRA
equipment	1	Pressure washer with trailer	
equipment	1	radarange microwave	Model# RCS 700
equipment	1	Recruits Tent	
equipment	3	refrigerator	
equipment	1	Scrubber- Arena	5000PN
equipment	5	servolift food warmer and storage unit	
equipment	40	slide warmer	GRSDS-30D
equipment	1	smart chef cooler above door	
equipment	1	snorkler wolf grill and oven	
equipment	1	Sports Arena Network	
equipment	1	ss 300 garbage disposal	Model# SS-300-25
equipment	1	steam cooker	
equipment	2	super diggity roller grill	M#8225
equipment	3	Taylor Dunn Standup Cart	M# HB35DZGE
equipment	4	Texas Instruments Calculator	
equipment	1	travisen refrigerator	M#G20010
equipment	1	true industrial freezer	M#T-72 F
equipment	1	true industrial refrigerator	M#T-72
equipment	1	true manufacturing co. refrigerator	M#TSSU-36-12M-B
equipment	1	true manufacturing refrigerator	M# TSSU-36-12M-B
equipment	2	true ultra max grill	
equipment	3	ventilation system	Model# 10A-126
equipment	15	vulcan hot dog cooker	VC4ED
equipment	7	water cooler	
equipment	95	wells 2 drawer warmer	RW-26-ID
equipment	30	wells counter top warmer	MOD-100D
equipment	8	wells food warmer	RW-2HD
Equipment	2	X-Blade	
Field equipment	1	aerator* Toro Deep Tine	
Field equipment	12	Benches Football (12)	
Field equipment	5	Benches Soccer (5)	
Field equipment	1	Bluebird - Verticuter	
Field equipment	1	Bucket Loader/Tractor- Case	
Field equipment	1	Chemical Sprayer/Trailer 80 Gallon	
Field equipment	1	Field Cover/Enkamat	
Field equipment	1	Field Marking Stencils	
Field equipment	3	Field Striper 3 wheel	

Los Angeles Coliseum and Sports Arena

Personal Property

Asset Type	Qty	description	Model Number
Field equipment	1	Field Striper 4 wheel	
Field equipment	1	Field Sweeper Toro	
Field equipment	2	Football Uprights (2)	
Field equipment	1	Lawnmower Jacobsen	Tr3 26 reel
Field equipment	1	Lawnmower Toro Tri-plex	
Field equipment	3	Painting rigs	
Field equipment	2	Players Area Covering (2)	
Field equipment	3	Rain Tarps Field (3)	
Field equipment	1	Sand/seed Spreader trailer	
Field equipment	2	Soccer Goals (2 FIFA)	
Field equipment	1	Toro Lawnmover	PH-XT675-3012
Field equipment	1	Tractor John Deere	
fixture	1	2 shelf storage rack	
fixture	15	3 shelf storage rack	
fixture	1	3 tier fruit display	
fixture	49	4 shelf storage rack	
fixture	2	4 wheel dollies	
fixture	8	4 wheel serving tables alum	
fixture	2	4 wheel snack racks	
fixture	2	4 wheel true man.co 2 leave warmers	
fixture	2	6 foot salad bars with sneeze guard	
fixture	1	always can storage rack	
fixture	2	black 4 wheel containers	
fixture	1	black salad bin	
fixture	3	bread racks	
fixture	2	bread storage racks	
fixture	24	bus tubs	
fixture	5	chaffers complete	
fixture	23	chaffers square	
fixture	30	chip rack	
fixture	1	curtis coffee brewer	MBRU600
fixture	20	cutting boards	
fixture	4	deep fryer baskets	
fixture	193	floor rack	
fixture	39	fruit bins for bar	
fixture	15	fry baskets	
fixture	1	gold medal products	
fixture	6	horse troughs	
fixture	55	keg rack	
fixture	3	laundry bins	
fixture	6	liquor cages with wheels	
fixture	10	margarita shakers for bar	
fixture	26	napkin holders for bar	
fixture	7	round chaffers	
fixture	2	salad bins	
fixture	2	sheet pan racks	

Los Angeles Coliseum and Sports Arena

Personal Property

Asset Type	Qty	description	Model Number
fixture	7	snack racks	
fixture	8	snack racks 4 wheels	
fixture	4	soup kettles	
fixture	1	storage rack with 3 shelves	
fixture	2	strainers	
furniture	2	10 foot prep tables	
furniture	1	2 foot alum prep table	
furniture	27	3 foot alum prep table	
furniture	8	4 foot alum table	
furniture	15	5 foot alum prep table	
furniture	1	5 foot office desk	
furniture	1	5 foot plastic table	
furniture	28	6 foot alum prep table	
furniture	4	6 foot wood table	
furniture	11	8 foot alum prep tables	
furniture	1	8 foot wood table	
furniture	1	American Flag	
furniture	9	arm chairs	
furniture	18	Bookshelf	
furniture	1	Built in Desk/Cabinet	
furniture	1	California Flag	
furniture	6	Chair- Big Leather	
furniture	49	Chair- Office	
furniture	118	Chairs- Black USC	
furniture	180?	Chairs- Burgundy Upholstery	
furniture	12	Chairs- Commission Leather	
furniture	4000	Chairs Red Clarins	
furniture	2	coffee table	
furniture	2	computer desk	
furniture	20	conference chairs	
furniture	5	conference table	
furniture	1	Conference Table (8-ball Floor)	
furniture	1	Conference Table (Glass Top)	
furniture	39	Desk	
furniture	2	dining chairs	
furniture	2	Directors Chairs	
furniture	4	display cases	
furniture	4	easel	
furniture	1	entry table	
furniture	1	extension table	
furniture	49	file cabinets	
furniture	3	fire rated file cabinets	
furniture	1	folding table	
furniture	1	folding table	
furniture	7	Lockable shelf	
furniture	1	mirror	

Los Angeles Coliseum and Sports Arena

Personal Property

Asset Type	Qty	Description	Model Number
furniture	5	open shelves	
furniture	1	paper storage cabinet	
furniture	1	plastic 6 foot table	
furniture	44	racks	
furniture	1	reception desk	
furniture	46	Side chair	
furniture	5	side table	
furniture	6	sideboard	
furniture	6	sideboard and hutch	
furniture	6	sofa	
furniture	5	stacking chairs	
furniture	50	Stand-Up Cocktail Tables	
furniture	1	table for radios	
furniture	1	table small	
furniture		Tables	
furniture	2	tables	
furniture	5	ticket sales chairs	
furniture	2	Waiting Room chair	
furniture	3	Waiting Room Sofa/chair	
Laptop	10	IT PC 1 to 10	TOSHIBA
Monitor	15	Acer	X243W
Monitor	1	APEX CRT	AT2102
Monitor	1	Compaq	FV247A
Monitor	2	Dell	E2210F
Monitor	1	Fuji	FP-988D
Monitor	5	Hanns G	
Monitor	2	HP	HPIP17
Monitor	1	KDS USA CRT	786N
Monitor	1	MAG	900P
Monitor	1	MEGA VISION	MV173
Monitor	1	Pioneer	VSX-519V-K
Monitor	4	Samsung	731B
Monitor	7	View Sonic	VS11446
network	2	AP Cisco	1130 AG
network	1	Copper Extender Enable IT	800
network	1	Copper Extender Paton	2157
network	5	Fiber Converter	
network	18	Fiber Converter Aaxeon	
network	8	Fiber Converter Trend Net	
network	2	PC/Pfsense	
network	4	PC/SERVER	
network	2	Router Cisco	1700
network	2	Router Xincom	XC-DPG503
network	1	Switch Cisco	
network	11	Switch CTC	
network	6	Switch D-Link	DGS-1224T

Los Angeles Coliseum and Sports Arena

Personal Property

Asset Type	Qty	description	Model Number
network	1	Switch Netgear	FS116
POS equipment	77	Cash Drawers	
POS equipment	77	Point of Sale PC	CT-150
POS equipment	77	Point of Sale Printer	TM200
Primary Card	1	Hughes Hird 52	B254448368D4
Printer	1	Brother Laser	hl-5140
Printer	1	Brother MFC	7360n
Printer	2	Cannon Image Runner	3300
Printer	1	Epson	FX-2180
Printer	1	Epson Stylus	c82 Dura Brite ink
Printer	1	Hp Color Laser Jet	cm1312 nfi mfp
Printer	1	Hp Color Laser Jet	CP2025
Printer	1	Hp Desk Jet	5650
Printer	2	Hp Laser Jet	1006
Printer	5	Hp Laser Jet	1012
Printer	10	Hp Laser Jet	1020
Printer	5	Hp Laser Jet	3050
Printer	1	Hp Laser Jet	m1319f mfp
Printer	2	HP Laser Jet	P1006n
Printer	1	Hp Laser Jet	P1102W
Printer	3	Hp Laser Jet	P2055n
Printer	1	HP Laser Jet	x203H
Printer	1	HP Laser Jet	
Printer	1	Hp Laser Jet	m1522 nf
Projector	1	Epson Projector	EMP-51H
radio	24	Motorola Radio	CP200
radio	121	Motorola Radio	P1225
radio	4	Motorola Radio Mobile Base Stations	M1225
radio	1	Motorola Repeater	GR1225
radio	1	Motorola Repeater	GR1225
radio	4	Pro Series Radio	CP240
radio	1	Pro Series Radio	CP260
radio	6	RCA Radio	BR950
radio	2	RCA Radio	BR850
radio	2	RCA Radio	BR250
Receiver Card	1	Direct TV H10	0001-6734-7160
Server	1	PC 1 (Payroll)	
Server	1	PC 3 (Arena2)	
Spotlight	1	Strong Arc Lamp	93000-3
Spotlight	1	Strong Arc Lamp	93000-3
Spotlight	10	Strong Electric/Simplex Super 80	47061-01
Spotlight	10	Strong Xenon Power Supply	628000-8
Telco	7	Analog Cards	
Telco	5	Analog Cards- Not in Use	
Telco	7	Digital Cards	
Telco	4	Digital Cards- Not in Use	

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Personal Property

Asset Type	Qty	description	Model Number
Telco	1	Message Card	
Telco	8	Mitel Desk Phone	410
Telco	8	Mitel Desk Phone	420
Telco	14	Mitel Desk Phone	430
Telco	2	Mitel Desk Phone	4001
Telco	17	Mitel Desk Phone	4015
Telco	36	Mitel Desk Phone	4025
Telco	2	Mitel Desk Phone	4150
Telco	2	Mitel Phone Switch	
Telco	1	Mitel Phone Switch- Not in Use	
Ticket Scanners	61	1	SPT1846
Ticket Scanners	1	Master	SPT1846
TV	1	13" CRT's	JVC
TV	14	19" Olevia	219-B11
TV	27	22" Supersonic	SC-222A-BK
TV	3	APEX CRT	AT2702
TV	3	Daiwoo	
TV	2	Emerson 42"	DC-P42W-10A
TV	2	Flat Panel TV	
TV	13	Hannspree	HSG10076
TV	1	JVC	
TV	1	Magnavox	
TV	1	Magnavox	
TV	1	Magnavox 13"	
TV	21	Mitsubishi	
TV	2	Mitsubishi 19"	
TV	1	OLEVIA	LT42HVI
TV	2	Olevia	542-B12
TV	2	Olevia	247TFHD
TV	2	Olevia 19"	
TV	5	Pioneer	PDP504CMX
TV	2	Pioneer Flat Panel 50"	PRO111FD
TV	1	Sharp	
TV	17	Super Sonic	
TV	1	Super Sonic 22" TV	SC333ABK
TV	1	Symphonic	
TV	1	Symphonic	
TV	1	Symphonic	
TV	1	Symphonic 19"	
TV	1	Symphonic Super Sonic 13"	
TV	21	Westinghouse 32"	W3223
Video equipment	1	Acer 22"	AL2216W
Video equipment	1	adc audio patch panels 48 slots	
Video equipment	1	adc video patch panels 52 slots	
Video equipment	1	adc video patch panels 52 slots	
Video equipment	1	adc video patch panels 52 slots	

Los Angeles Coliseum and Sports Arena

Personal Property

Asset Type	Qty	description	Model Number
Video equipment	3	aja 10 slot frame 100 watts	AJA-FR2D
Video equipment	3	AJA 4x1 HD/SD-SDI Switcher/DA	VS-41HD
Video equipment	3	AJA FS-1	FS1
Video equipment	10	AJA HD-SDI/SD-SDI Distribution Amp cards	AJA-RH10DA
Video equipment	1	apc back up battery	smt1000rm2u
Video equipment	1	apc back-ups as1500	bx1500lcd
Video equipment	1	apc battery backup x-s	1300
Video equipment	9	Aphex Distribution Amplifiers 120 Amps	
Video equipment	1	aphex interface model	124a
Video equipment	1	apogee electronic	
Video equipment	1	Ash Vale slow motion controller	SM-1
Video equipment	1	Bittree Video Patch Panel 48 slots	
Video equipment	1	Black Magic Design Multibridge Pro	
Video equipment	1	blaze click effects rack computer	
Video equipment	1	Blonder Tongue Labs Bandpass Filter	4414
Video equipment	1	Broadcast Pix CPU	
Video equipment	1	broadcast pix rack	rpc-16x1p-b
Video equipment	1	broadcast pix rack	rpc-16x1p-b
Video equipment	1	broadcast pix rack computer	p32x32hs
Video equipment	1	broadcast pix rack router panel	rpc-16x1p-b
Video equipment	1	broadcast pix rack router panel	rcp-16x1p-b
Video equipment	1	Calibre Scaler PVPRO-HD	
Video equipment	1	canare video patch panel 48 slots	
Video equipment	1	compaq monitor	s1922
Video equipment	1	crossfire click effects rack mount computer	
Video equipment	1	Daktronics All Sport 5000 series control console	5000
Video equipment	1	Daktronics Handheld Gameclock	LL-2283 Rev 3
Video equipment	1	Daktronics Handheld Shot/Playclock	LL-2485 R1
Video equipment	1	Daktronics Switch Interface	LL-2526-1
Video equipment	1	Direct TV Box labeled 'office 7'	
Video equipment	1	d-link gigabit switch 16 port	dgs-10160
Video equipment	1	d-link10/100 fast ethernet switch 16 port	dss-16+
Video equipment	1	Epson Printer	C423A
Video equipment	1	Feral Z Tioye Base Connector	Dual 4:2:2
Video equipment	1	For.Pay Time Base Connector	FA-370
Video equipment	1	For.Pay Time Base Connector	FA-370
Video equipment	1	Grass Valley Group Video Distribution	
Video equipment	1	grass valley group automatic changeover switch	9550a
Video equipment	1	Grass Valley Group M Series	M222D
Video equipment	1	grass valley group sync/colorbar generator sync 1	scb-200n
Video equipment	1	grass valley group sync/colorbar generator sync 2	scb-200n
Video equipment	1	grass valley group video distribution	8500/8800
Video equipment		grass valley group video distribution	8500/8800
Video equipment	1	harris video	vtm-2400
Video equipment	1	Harris Videotek TVM Series	
Video equipment	1	HP Compaq	

Los Angeles Coliseum and Sports Arena

Personal Property

Asset Type	Qty	description	Model Number
Video equipment	2	HP Touchsmart 9100 monitor	9100
Video equipment	2	jbl speaker	
Video equipment	1	Kahuna monitor	
Video equipment	1	Kahuna production rack computer	9648500
Video equipment	1	Kahuna switcher	
Video equipment	1	Idech vsb reference receiver	dvm-100
Video equipment	2	LG Monitor Flat Iron	IPS235
Video equipment	1	Loud Technologies Video Mixer Board 16 Channel	1604-VLZ3
Video equipment	1	Marshall	V-R43P
Video equipment	1	Marshall 4 4" Monitors	V-R44P
Video equipment	1	marshall monitor	v-r151p
Video equipment	1	marshall monitor	V-R82P
Video equipment	2	marshall monitor	V-R1042-IMD-3GTE
Video equipment	1	marshall monitor	V-MVD171XN
Video Equipment	3	marshall monitor 2 screens rack mounted	v-r1042dp-te
Video equipment	1	miranda kaleoido x16	
Video equipment	1	NECVO monitor 19"	H19
Video equipment	1	NECVO monitor for click effect	H19
Video equipment	1	netgear 16 port gigabit switch	jgs516
Video equipment	1	newtek 3 play 820 rack mount computer	
Video equipment	1	Newtek 3 play desktop hand control	3PX0820-CS
Video equipment	2	Olevia 50" TV	747-1311
Video equipment	1	Optec Computer	
Video equipment	1	Panasonic Digital Tuner	DMR-EZ28
Video equipment	1	Philips 4 Head Hi-Fi Stereo	DVP3054/37
Video equipment	1	Pico Audio Video Modulator	
Video equipment	1	pioneer dvd	v7400
Video equipment	1	qsc stereo amplifier	mx700
Video equipment	1	Raritan Computer paragon enhanced user station	P2-EUST
Video equipment	1	RTS Systems Power Supply	ps31
Video equipment	10	rts systems user station	mrt327
Video equipment	2	Samsung Monitor for 3 play	syncmaster 2443
Video equipment	1	Samsung Monitor Sync Master	B2430
Video equipment	1	Shuttle 16"	X50V2
Video equipment	1	shuttle computer (POS installed)	ss59g
Video equipment	1	Sony Beta Cam VCR	PVW2800
Video equipment	4	Sony CCU Cam	
Video equipment	1	Sony Dynamic Stereo Headphone	MDR-7502
Video equipment	1	Sony HD Camera	HDC1400
Video equipment	1	Sony Monitor	SDM-S75D
Video equipment	1	Sony Monitor	SDM-HS95P
Video equipment	1	Soundcraft Sound/Mixer Board FX16ii	FX16ii
Video equipment	1	t.c.electronic	
Video equipment	5	Telex Headset Double Muff	PH2
Video equipment	16	Telex Headset Single Muff	PH88
Video equipment	6	Telex Headset Single Muff	HR1R5

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Personal Property

Asset Type	Qty	description	Model Number
Video equipment	6	Telex rts systems speaker	mcs325
Video equipment	1	Toshiba DVD Player Recorder	DR430
Video equipment	1	True Spec 16 Channel Combiner	CHC-16
Video equipment	1	TruLink 2 Port DVI-D Video Splitter	40357
Video equipment	1	Tunnel Sign Computer Dell	
Video equipment	1	vas group	hd-120sg
Video equipment	2	Video Converter	
Video equipment	1	Viewsonic	SE198WFF
Video equipment	1	VU meter (loudness monitor)	40-a
Video equipment	1	Xpression Cross	
Video equipment	1	yem hdtv ad converter	adc-292m
Web Camera	19	Axis	M3203-V
Web Camera	1	Gateway Computer	DX4840
Web Camera	2	HP Computer	590160-001
Web Camera	15	HTC PDA	PB99210
Web Camera	1	Sony TV	KDL-32BX300
Web Camera	3	TrendNet	TV-IP252P
vehicle	1	1994 Blue Ford F-150	
vehicle	1	2004 White Chevy Silverado	
vehicle	1	2008 White Chevy Silverado*	
vehicle	1	Black Ops Cart	
vehicle	1	Box Office Trailer #1 (28') 9 Windows	
vehicle	1	Box Office Trailer #2 (14') 4 Windows	
vehicle	2	cart Carryall	
vehicle	2	cart John Deere Gator	Gator 4x2
vehicle	2	Cart Mule	Kawasaki
vehicle	1	Forklift (other)	
vehicle	1	Forklift 5K Toyota	
vehicle	1	Forklift 8k Toyota	
vehicle	1	Forklift Hyster 4400lbs.	H500M
vehicle	1	Forklift Toyota	8FGU25
vehicle	1	Forklift Toyota	8FGU25
vehicle	1	Toyota flatbed	

SCHEDULE 4.2(b)

LANDLORD'S RETIRED EMPLOYEES

EMPLOYEES CURRENTLY RECEIVING RETIREE HEALTH BENEFITS
BARKER, FRANCIS
BRASCIA, PETER
FARNUM, MARGARET
HARDY, JAMES
ISGAR, CHARLES
JOHNSON, DAVID
JOHNSON, EUGENE
JOHNSON, BARBARA MICHELE
LEVIN, GENELLE
LIU, ROBERT
NIELSEN, JERRY
PEET, CLAYTON
WHITE, JOHN
ZOUBUL, HAROLD

EMPLOYEES ELIGIBLE TO RECEIVE RETIREE HEALTH BENEFITS FOLLOWING SEPARATION ON JULY 27, 2013
ASALDE-INFANTE, YRENE
CALDWELL, SHERRY
CASTANEDA, JOSE
CERVANTES, JOSE
GRANILLO, DEBRA
JACOBO, MICHAEL
JIMENEZ, RODOLFO
LEE, JONATHAN
NEGRETE, SALVADOR
SORIA, ELENO
WILLIAMS, LATOSKA
YOO, BYONG

EMPLOYEE ELIGIBLE TO RECEIVE RETIREE HEALTH BENEFITS FOLLOWING SEPARATION ON SEPTEMBER 9, 2013
HABASH, LYNDA

RETIRED EMPLOYEES NOT CURRENTLY RECEIVING MEDICAL BENEFITS
LEDERKRAMER, RON
LYNCH, PATRICK

SCHEDULE 4.3(d)

CUMULATIVE CALCULATED AMOUNT EXAMPLES

Example 1:

Assume the Cumulative Calculated Amount determined as of the first Annual Determination Date is $10 million and that there is no CPI-related adjustment in the percentages referred to in clauses (i) through (iv) of Section 4.3(c) pursuant to the *provided* clause thereof. In this example, the payment due to Landlord pursuant to Section 4.3(b) within 90 days following the Annual Determination Date would be $1.25 million, calculated as follows: (i) $125,000 (five percent of the first $2.5 million of the $10 million Cumulative Calculated Amount); plus (ii) $250,000 (ten percent of the next $2.5 million of the $10 million Cumulative Calculated Amount); plus (iii) $375,000 (fifteen percent of the next $2.5 million of the $10 million Cumulative Calculated Amount); plus (iv) $500,000 (twenty percent of the part of the Cumulative Calculate Amount that is in excess of $7.5 million).

Example 2:

Assume the Cumulative Calculated Amount determined as of each of the first five Annual Determination Dates is as set forth in the table below and that there is no CPI-related adjustment in the percentages referred to in clauses (i) through (iv) of Section 4.3(c) pursuant to the *provided* clause thereof. In that event, the payment (if any) due to Landlord within 90 days after each of those Annual Determination Dates would be as shown in the last row of the attached table.

Annual Determination Date	**1**	**2**	**3**	**4**	**5**
Cumulative Calculated Amount	10,000,000	13,000,000	9,000,000	15,000,000	20,000,000
5% percent of the first $2.5 million	125,000	125,000	125,000	125,000	125,000
10% percent of the next $2.5 million	250,000	250,000	250,000	250,000	250,000
15% percent of the next $2.5 million	375,000	375,000	375,000	375,000	375,000
20% percent of the amount in excess of $7.5 million	500,000	1,100,000	300,000	1,500,000	2,500,000
Cumulative Payment Due to Landlord	1,250,000	1,850,000	1,050,000	2,250,000	3,250,000
Less Payments Made	0	-1,250,000	1,850,000	-1,850,000	-2,250,000
Payment Due to Landlord within 60 days after Annual Determination Date	1,250,000	600,000	0	400,000	1,000,000

SCHEDULE 4.4

LANDLORD OPERATING COST ITEMS

1. Personnel Cost (including benefits)
2. Financial Statement Preparation
3. Audit Expenses
4. Liability and Property Insurance Premiums
5. Administrative Expenses relating to:
    - Public Meetings
    - W-2 Distribution
    - FPPC Form 700 Submittals
    - FPPC Form 802 Postings
    - State Controller Report Submittals
    - Memorial Court of Honor Nomination Process
    - Non-Profit/Public Event Coordination
    - Website maintenance and related IT cost
    - Lease Administration Monitoring Reports
    - Submittal of IRS Form 990 for Coliseum Association
    - Trademark Administration

SCHEDULE 7

RETAINED EMPLOYEES

NAME	TITLE
ACCOUNTING	
Avila-Jacobo, Ofelia	A/P Administrator
Mercado, Claudia	Accounting Clerk
Ornelas, Gloria	Accounting Manager/HR Manager
OPEN	Payroll Clerk
BOX OFFICE	
Caldwell, Sherry	Director of Ticketing Services
Granillo, Debra	Box Office Manager
EVENT MANAGERS	
Asalde-Infante, Yrene	Event Manager
Habash, Lynda	Event Manager
EXECUTIVE	
Dominguez, Donna Lee	Executive Assistant
Joyner, Robert	Manager of Special Projects/Centennial Capital Program
FOOD & BEVERAGE	
Gallagher, Hugh	Food & Beverage General Manager/Consultant
Hope, Kyla	Food & Beverage Assistant General Manager
Merlos, Maria	Catering Manager
Soria, Eleno	Warehouse Manager
Spears, Babette	Administrative Assistant
JANITORIAL	
Gonzalez, Francis	Janitorial Supervisor
Hernandez, Magdalena	Janitorial Manager
Juarez, Jose	Janitorial Assistant
Olivares, Humberto	Janitorial
MARKETING	
Lee, Jonathan	Marketing Director
OPERATIONS	

Altamirano, Ernesto	Electrician Assistant
Bravo, Jorge	Changeover Supervisor
Castaneda, Jose	Maintenance Assistant
Cervantes, Jose	Maintenance Assistant
Furin, Joseph	Sr. Director of Operations
Jacobo, Miguel	Operations Manager
Jimenez, Rodolfo	Field Maintenance
Mercado, Robert	Electrician
Negrete, Salvador	Field Maintenance
Pagaduan, Willie	Operations Assistant
Sanchez, Armando	Changeover
Williams, Latoska	Maintenance Assistant
Yoo, Byong	Head Electrician
Cristal Chavez	Sports Arena Receptionist

TECHNOLOGY	
Groessl, Michael	Information System Operations Manager
Thatcher, Derek	Information System Operations Manager
Cervantes, Jimmy	Information System Operations Assistant

SCHEDULE 8.2(a)

COLISEUM DISTRICT SPECIFIC PLAN

DUE TO ELECTRONIC SIZE LIMITATIONS, ONLY THE FIRST PAGE OF THE COLISEUM DISTRICT SPECIFIC PLAN HAS BEEN ATTACHED BELOW.

ORDINANCE NO. 180768

An ordinance amending Ordinance No. 177558, known as the Coliseum District Specific Plan, for a portion of the South Los Angeles Community Plan area.

THE PEOPLE OF THE CITY OF LOS ANGELES DO ORDAIN AS FOLLOWS:

Section 1. Map 1 of Section 1 of Ordinance No. 177558 is amended to read:

SCHEDULE 11

CAPITAL IMPROVEMENTS

SCHEDULE 5				
CAPITAL PROJECTS				
CATEGORY 1				
	ISES Project #	**Project Title**	**Category**	**Type**
1.	62	Improvements to yard paving	Operations	Site
2.	52	Concession stand food service equipment upgrades	Operations	Interior
3.	48	Replace switchgear assemblies	Operations	Electrical
4.	20	Fire alarm system replacement and extension	Operations	Fire/Life Safety
5.	13	Standard built-up roof replacement	Operations	Exterior
6.	59	Restoration of athletic field turf and drainage	Operations	Site
7.	31	Exterior coliseum façade cleaning	Operations	Exterior
8.	1	Overhead Concrete spalling repair work	Operations	Fire/Life Safety
9.	47	Replace and add yard level lighting	Operations	Electrical
10.	26	Cold box refrigeration system replacement-concourse	Operations	Health
11.	23	Replace sprinkler heads- concourse and press box	Operations	Fire/Life Safety
12.	69	Kitchen ventilation system replacement commissary	Operations	HVAC
13.	38	Replace HVAC Systems- peristyle offices	Operations	HVAC
14.	25	Cold box refrigeration system replacement-yard level	Operations	Health
15.	54	Replace sewage ejectors	Operations	Plumbing
16.	22	Fire alarm system replacement-press box	Operations	Fire/Life Safety
17.	44	Selective electrical system repairs	Operations	Electrical
18.	57	Selective drain piping replacement	Operations	Plumbing
19.	64	Fire pump replacement	Operations	Fire/Life Safety
20.	68	Exhaust fan replacement-commissary	Operations	HVAC
21.	56	Selective water supply piping replacement	Operations	Plumbing
22.	5	Install exit signs	Police Station	Fire/Life Safety
23.	72	Replace domestic water booster system	Operations	Plumbing

24.	21	Replace exit signs- concourse and press box	Operations	Fire/Life Safety
25.	65	Cold box refrigeration sys replacement-commissary	Operations	Health
	[redacted]			
1.	51	Interior finish restorations-Coliseum interiors	Locker Rooms	Interior
2.	15	Repair retaining walls at tunnel service drive	Locker Rooms	Site
3.	12	Selective structural repairs to facility	Locker Rooms	Exterior

CATEGORY 2

	ISES Project #	**Project Title**	**Category**	**Type**
	[redacted]			
1.	66	Stadium seating upgrades and replacements	Seats	Exterior
2.	30	Stadium seating area concrete substrate repairs	Seats	Exterior
	[redacted]			
1.	18	Concourse egress stair reconstruction work	TBD	Fire/Life Safety
2.	19	Enhance stadium egress pathways	TBD	Fire/Life Safety
3.	**3**	**Exterior emergency egress and directional signage**	**Operations**	**Fire/Life Safety**
4.	6	Fire sprinkler system installation	Operations	Fire/Life Safety
5.	**4**	**Compromised egress paths and fire compartmentalization**	**Operations**	**Fire/Life Safety**
6.	**16**	**Replace self-illuminating exit signs**	**Operations**	**Fire/Life Safety**
7.	2	Handrail improvements in stadium seating areas	Operations	Fire/Life Safety
8.	27	Stadium seating vertical access improvements	TBD	Handicapped Access
9.	8	Install wheelchair lift at PB tiered seating	TBD	Handicapped Access
10.	10	Modify restrooms for handicapped accessibility	TBD	Handicapped Access
11.	**9**	**Accessible parking space improvements**	**Operations**	**Handicapped Access**
12.	11	Accessibility upgrade for counters and kitchen unit	TBD	Handicapped Access
13.	**28**	**Interior and exterior ADA signage upgrades**	**Operations**	**Handicapped Access**
14.	29	Upgrade interior stair handrails	Operations	Handicapped Access
	ISES Project	**Project Title**	**Category**	**Type**

	#			
	[redacted]			
1.	49	Selective interior lighting system upgrades	Operations	Electrical
2.	45	Upgrade electrical distribution-police bldg	Police Station	Electrical
3.	71	Interior lighting upgrade-commissary	Operations	Electrical
4.	32	Concourse , torch, tunnel cleaning and repainting	Operations	Exterior
5.	33	Selective exterior window and door upgrades	Operations	Exterior
6.	**34**	**Outbuilding cleaning and repainting**	**Operations**	**Exterior**
7.	24	Environmental mitigation issues	TBD	Health
8.	39	Exhaust fan replacement-concourse and press +box	Operations	HVAC
9.	37	Selective exhaust fan replacement- yard level	Operations	HVAC
10.	36	Install HVAC systems-police building	Police Station	HVAC
11.	42	Warehouse ventilation system	Operations	HVAC
12.	40	Replace split DX system serving press box	Operations	HVAC
13.	70	Swamp cooler replacement	Operations	HVAC
14.	53	Major interior upgrade to west building	Police Station	Interior
15.	50	interior finishes restoration-outbuildings	Operations	Interior
16.	14	Install automatic flush valves and faucets	Operations	Plumbing
17.	73	Water heater replacement-yard concessions, offices	Operations	Plumbing
18.	58	Water heater replacement-concourse level	Operations	Plumbing
19.	55	Water heater replacement-press box, yard restrooms	Operations	Plumbing
20.	61	General security system upgrades	TBD	Site
21.	60	Ornamental landscaping restoration	Operations	Site
22.	**63**	**Comprehensive freight elevator modernization**	**Police Station**	**Vertical Transport**
	ISES	**Project Title**	**Category**	**Type**
	Project			

	#			
	[redacted]			
1.	7	Fire alarm system replacement-lower level	Locker Rooms	Fire/Life Safety
2.	17	Replace sprinkler heads-lower level	Locker Rooms	Fire/Life Safety
3.	46	Interior lighting upgrade-lower level, police bldg	Locker Rooms	Electrical
4.	43	Replace lower level switchgear	Locker Rooms	Electrical
5.	67	HVAC system replacement-locker rooms	Locker Rooms	HVAC
6.	35	Replace air-cooled chiller serving locker room	Locker Rooms	HVAC
7.	41	Replace split DX systems serving lower level	Locker Rooms	HVAC

EXHIBIT N-3
USC NDA

[See the following three hundred fifty-four (354) pages]

EXECUTION VERSION

NON-DISTURBANCE AGREEMENT

THIS NON-DISTURBANCE AGREEMENT ("**Agreement**") is entered into effective as of September 4, 2013 (the "**Effective Date**") by and among the CALIFORNIA SCIENCE CENTER, also known as the SIXTH DISTRICT AGRICULTURAL ASSOCIATION ("**District**"), an institution of the State of California ("**State**"), and the UNIVERSITY OF SOUTHERN CALIFORNIA, a California nonprofit public benefit corporation ("**USC**").

A. State is the fee owner of certain real property located in the City of Los Angeles, County of Los Angeles, State of California, currently occupied by improvements commonly referred to as the Los Angeles Memorial Coliseum ("**Coliseum**") and the Los Angeles Memorial Sports Arena ("**Sports Arena**"), as such real property is more particularly described in **Exhibit "A"** attached to this Agreement and incorporated herein by this reference (the "**Land**"). Such Land, and all improvements located thereon, shall be collectively referred to herein as the "**Property**".

B. The District has leased the Land and certain of the other Property to the Los Angeles Memorial Coliseum Commission ("**Commission**") pursuant to (i) that certain Coliseum Lease dated January 3, 1956, amended as of June 17, 1971, November 3, 1976, and February 13, 2008 (as it has been, and may hereafter be, amended, the "**Coliseum Ground Lease**") and (ii) that certain Sports Arena Lease dated January 3, 1956, amended as of February 13, 2008 (as it has been, and may hereafter be, amended, the "**Sports Arena Ground Lease**").

C. The Ground Leases were approved by the District, the Department of General Services and the Secretary for the State and Consumer Services Agency pursuant to Food and Agriculture Code Section 4051.

D. Pursuant to the USC Lease, Commission has leased to USC the Property on the terms and conditions provided therein.

E. USC has requested the assurance that its possession, use and enjoyment of the Property pursuant to the USC Lease will not be disturbed as a result of a termination of either or both of the Ground Leases, as well as other assurances and agreements as set forth herein.

In consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions. The following terms has the meaning set forth below when used in this Agreement:

1.1 "**Adverse Parking Event**" has the meaning set forth in Section 11.3 of this Agreement.

1.2 "**Agreement**" has the meaning set forth in the preamble.

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

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

1.5 "**CSC/CAAM Reserved Spaces**" means 600 spaces in the Science Center Structure reserved for use by California Science Center and CAAM, as the number of such spaces may be modified pursuant to Section 7.2.2 and Section 7.3.1 of this Agreement.

1.6 "**Charges**" has the meaning set forth in Section 11.1 of this Agreement.

1.7 "**Coliseum**" means the Los Angeles Memorial Coliseum.

1.8 "**Coliseum Ground Lease**" has the meaning set forth in Recital B of this Agreement.

1.9 "**Coliseum Improvements**" has the meaning set forth in Section 11.2.3 of this Agreement.

1.10 "**Commission**" means the Los Angeles Memorial Coliseum Commission.

1.11 "**Commission Freeway Sign**" has the meaning set forth in Section 9.3 of this Agreement.

1.12 "**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 District and USC, published by a governmental agency and reflecting changes in consumer prices for urban consumers nationally.

1.13 "**Designated Parking Rate**" means, for any Event for which USC shall have purchased a special event parking permit, the parking rate established for such Event by USC or the promoter of the Event.

1.14 "**District**" means the California Science Center, also known as the Sixth District Agricultural Association.

1.15 "**District Parking Areas**" has the meaning set forth in Section 7.1 of this Agreement.

1.16 "**Effective Date**" has the meaning set forth in the preamble of this Agreement.

1.17 "**EIR**" means the Los Angeles Memorial Sports Arena Redevelopment Project Final Environmental Impact Report prepared for the Los Angeles Memorial Coliseum Commission dated January 21, 2011 (SCH #2010041059).

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

1.19 "**Exposition Park entities**" and variants thereof used in this Agreement (e.g., "entities in Exposition Park") means California Science Center, CAAM, the Natural History Museum, EXPO Center and USC.

1.20 "**Ground Leases**" means the Coliseum Ground Lease and the Sports Arena Ground Lease, collectively.

1.21 "**Land**" has the meaning set forth in Recital A of this Agreement.

1.22 "**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 USC, 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 District Parking Areas), or (b) with respect to USC, on or at the Property or any portion thereof.

1.23 "**Museum Event**" means an event of any kind, regardless of attendance size, scheduled by the Natural History Museum, California Science Center or CAAM 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 (which outdoor spaces shall not include any areas included within the District Parking Areas except that a Museum Event may be held on the portion of the top deck of the Science Center Structure constructed with the load-bearing capacity to support such an event).

1.24 "**NDA Lease**" means a lease in the form of the lease attached to this Agreement as **Exhibit "E"** and incorporated herein by this reference, executed and delivered by District and USC.

1.25 "**Necessary Parking Spaces**" means the number of parking spaces that are necessary to provide adequate parking for a particular Event.

1.26 "**NFL Games**" means National Football League games.

1.27 "**NHM Reserved Spaces**" means 375 parking spaces in Parking Lot 3 reserved for use by the Natural History Museum patrons.

1.28 "**Operator**" means the parking operator for the District Parking Areas.

1.29 "**Parking Lots 1 - 6**" has the meaning set forth in Section 7.1 of this Agreement.

1.30 "**Parking Lot 1A**" means the portion of Parking Lot 1 on which the Soboroff Sports Field is located.

1.31 "**Parking Taking**" has the meaning set forth in 11.2.2 of this Agreement.

1.32 "**Permit Term**" means, with respect to a special event parking permit, the date and time period for which such special event parking permit will be valid for parking uses, based on the commercially reasonable determination of the Exposition Park Manager regarding loading times for the related Event with the purpose of ensuring that the special event parking permit restricts the use of the affected parking spaces for the amount of time necessary based on similar events at other similar venues, taking into account local conditions.

1.33 "**Prior NDA**" has the meaning set forth in Section 11.4 of this Agreement

1.34 "**Property**" has the meaning set forth in Recital A of this Agreement.

1.35 "**Reserved Spaces**" means, collectively, the CSC/CAAM Reserved Spaces and the NHM Reserved Spaces.

1.36 "**Security Surcharge**" has the meaning set forth in Section 7.3.2 of this Agreement.

1.37 "**Self-Help Rights**" shall have the meaning set forth in Section 7.5 of this Agreement.

1.38 "**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 USC, 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 District Parking Areas) , or (b) with respect to USC, on or at the Property or any portion thereof.

1.39 "**Special Event Parking Space Fee**" has the meaning set forth in Section 7.3.2 of this Agreement.

1.40 "**Sports Arena**" means the Los Angeles Memorial Sports Arena.

1.41 "**Sports Arena Ground Lease**" has the meaning set forth in Recital B of this Agreement.

1.42 "**Sports Arena Improvements**" has the meaning set forth in Section 11.2.3 of this Agreement.

1.43 "**State**" means the State of California.

1.44 "**Taking**" has the meaning set forth in 11.2.1 of this Agreement.

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

1.46 "**USC Event**" means an Event scheduled by USC.

1.47 "**USC Home Football Games**" means USC NCAA football games scheduled to be played in the Coliseum.

1.48 "**USC Lease**" means that certain Second Amendment to Lease and Agreement dated as of July 29, 2013 between Commission, as landlord, and USC, as tenant, a copy of which is attached to this Agreement as **Exhibit "B"**.

1.49 "**USC Lease Effective Date**" means effective date of the USC Lease, as set forth in the USC Lease.

1.50 "**VIP Parking Areas**" has the meaning set forth in Section 7.1 of this Agreement.

1.51 "**2013 Coliseum Amendment**" has the meaning set forth in Section 3.1 of this Agreement.

1.52 "**2013 Sports Arena Amendment**" has the meaning set forth in Section 3.2 of this Agreement.

2. Representations and Warranties of USC. USC represents, warrants and covenants to District as follows:

2.1 **Exhibit "B"** is a true and correct copy of the USC Lease and constitutes the entire agreement of Commission and USC with respect to the lease of the Property. As of the date of this Agreement, the USC Lease has not been amended or modified in any manner or respect.

2.2 The term of the USC Lease, including any extension or renewal term, does not extend beyond the term of the Ground Leases.

2.3 The terms and conditions of the USC Lease are in substantial compliance with and do not violate any material term or condition of the Ground Leases. Without limitation of the foregoing, the permitted use of the Property under the USC Lease is consistent with the permitted uses of the Property under the Ground Leases.

3. Representations, Warranties and Covenants of District. District represents and warrants to USC as follows:

3.1 **Exhibit "C"** (attached to this Agreement and incorporated herein by this reference) is a true and correct copy of the Coliseum Ground Lease and constitutes the entire agreement of District and Commission with respect to the Commission's lease of the Coliseum from District. As of the date of this Agreement, the Coliseum Ground Lease has not been amended or modified in any manner or respect except as set forth in Recital B above. Attached hereto as **Exhibit "H"** is a proposed amendment to the Coliseum Ground Lease (the "**2013 Coliseum Amendment**"), which, upon its execution by the State, District and the Commission, will waive any existing defaults of the Commission under the Coliseum Ground Lease. The 2013 Coliseum Amendment has been approved by the Commission and by the District Board but is subject to approval by the State. Other than the past due rent that will be waived under the 2013 Coliseum Amendment, District is not aware of any defaults (or breaches that with proper notice and the passage of time would constitute defaults) of the Coliseum Ground Lease by Commission.

3.2 **Exhibit "D"** (attached to this Agreement and incorporated herein by this reference) is a true and correct copy of the Sports Arena Ground Lease and constitutes the entire agreement of District and Commission with respect to the Commission's lease of the Sports Arena from District. As of the date of this Agreement, the Sports Arena Ground Lease has not been amended or modified in any manner or respect except as set forth in Recital B above. Attached hereto as **Exhibit "I"** is a proposed amendment to the Sports Arena Ground Lease (the "**2013 Sports Arena Amendment**"), which, upon its execution by the State, the District and the Commission, will waive any existing defaults of the Commission under the Sports Arena Ground Lease. The 2013 Sports Arena Amendment has been approved by the Commission and by the District Board but is subject to approval by the State. Other than the past due rent that will be waived under the 2013 Sports Arena Amendment, District is not aware of any defaults (or breaches that with proper notice and the passage of time would constitute defaults) of the Sports Arena Ground Lease by Commission.

4. Non-Disturbance and Attornment. If the interest of Commission in the Property is terminated through no fault of USC prior to the expiration or termination of the USC Lease, the parties agree as follows:

4.1 Provided that USC is not in breach or default of any representation, warranty or covenant under this Agreement or in default of the USC Lease beyond all applicable notice and cure periods, the rights and interests of USC under the USC Lease, as amended pursuant to this Agreement, shall continue in full force and effect, subject to the terms, conditions and limitations set forth in this Agreement, and District shall not disturb the rights of possession, occupancy and use of USC under the USC Lease for any reason other than pursuant to any right to dispossess USC under the terms of the USC Lease, as amended pursuant to this Agreement.

4.2 USC shall attorn to District as its landlord under the USC Lease, as amended pursuant to this Agreement, and the USC Lease, as amended pursuant to this Agreement,

shall continue in accordance with its terms, subject to the terms and conditions of this Agreement. Such attornment shall be self-operative without the necessity of the execution of any additional documentation. USC agrees, however, to execute any reasonable confirmatory instrument requested by District to acknowledge such attornment. District shall be bound to USC under all of the terms, covenants and conditions of the USC Lease; provided, however, that District shall not be:

4.2.1 liable for any act or omission of any prior landlord (including Commission) or any other person or entity, or obligated to cure any then-existing breach or default by any prior landlord (including Commission) under the USC Lease except to the extent that any such non-monetary breach or default is continuing such that upon the giving of notice to the District and the passage of time such act or omission without cure would constitute a breach or default of District under the USC Lease, as amended pursuant to this Agreement;

4.2.2 subject to any offsets, defenses or claims which USC may have against any prior landlord (including Commission);

4.2.3 liable to USC for any security deposit paid to any prior landlord (including Commission) except to the extent that such security deposit has been transferred to District; or

4.2.4 bound by any amendment or modification of the USC Lease made after the Effective Date without District's prior written consent.

4.3 Modification of Certain Provisions. In the event the interest of Commission in the Property is terminated through no fault of USC prior to the expiration or termination of the USC Lease and USC attorns to the District, the USC Lease shall be deemed replaced with the NDA Lease.

4.4 Non Modification of Ground Leases. Except for the amendments attached as **"Exhibit H"** and **"Exhibit I"** to this Agreement, District agrees that the Ground Leases shall not be modified or amended during the term of the USC Lease without the prior written consent of USC, which USC may withhold in its sole discretion if such amendment or modification would increase USC's obligations or decrease USC's rights under the USC Lease. Further, District agrees that (a) Section 1, Article 5, Paragraph G of the Amendment to Coliseum Lease dated as of February 13, 2008 shall have no force or effect during the term of the USC Lease, as amended pursuant to this Agreement; (b) Section 1, Article 5, Paragraph G of the Amendment to Sports Arena Lease dated as of February 13, 2008 shall have no force or effect during the term of the USC Lease, as amended pursuant to this Agreement. District further agrees that any modification of the Ground Leases made in violation or breach of this Section 4.4 shall not be binding upon, and shall be of no force or effect with respect to, USC, the USC Lease or USC possession, occupancy and use of the Property.

5. Closure of the Los Angeles Memorial Sports Arena. In the event that USC proposes to close the Sports Arena in accordance with Section 12.2 of the USC Lease, prior to closing the Sports Arena, USC shall comply with the following conditions:

5.1 Financial Infeasibility. Prior to exercising its right to close the Sports Arena in accordance with Section 12.2 of the USC Lease, USC shall provide the Commission and District with reasonably detailed documentation demonstrating that the Sports Arena cannot continue to be operated on at least a financially "break even" (or revenue neutral) basis. Such documentation may include, but shall not be limited to, documentation that demonstrates that the Sports Arena generates insufficient revenues to offset the cost of operating and maintaining the venue or documentation that demonstrates the need for capital repairs or improvements to the venue that cannot be paid for from revenues generated by the Sports Arena, after covering all other operating and maintenance cost.

5.2 Notice. USC shall provide written notice to District of its election to cease operation of the Sports Arena in accordance with Section 12.2 of the USC Lease, no earlier than the second anniversary of the USC Lease Effective Date. After District receives such notice, USC and District shall meet in good faith to determine options for continuing operations at the Sports Arena with at least a break even financial performance, which may include, but shall not be limited to, rent reductions under the Sports Arena Ground Lease or the District negotiating with the Commission to terminate the Sports Arena Ground Lease. During such review period, USC shall provide the District with the opportunity to review its operating books and records for the Sports Arena, provided, however, the District shall not have the right to copy any books or records and shall conduct such review at USC.

5.3 Timing of Closure. Notwithstanding the provisions of the USC Lease, except in the event of a redevelopment that is permitted herein or in the event of damage or destruction to the venue that renders it infeasible to continue operations, USC shall not cease operations of the Sports Arena prior to the third anniversary of the USC Lease Effective Date. If District (with the approval of the appropriate agencies of the State of California) agrees to provide USC with a rent reduction or some other financial concession during the fourth and fifth years of operations of the Sports Arena by USC after the USC Lease Effective Date such that all losses that USC would otherwise incur in continuing to operate the Sports Arena are offset in exchange for USC continuing to operate the Sports Arena, USC shall not cease operations of the Sports Arena prior to the fifth anniversary of the USC Lease Effective Date except in the event of a redevelopment that is permitted herein or in the event of damage or destruction to the venue that renders it infeasible to continue operations. For purposes of determining any operating losses incurred by USC during the fourth and fifth years of operations of the Sports Arena after the USC Lease Effective Date, such operating losses may not include the cost of regular maintenance and repair work that, pursuant to the USC Lease, USC was required to perform in the first three years after the USC Lease Effective Date (*i.e.*, deferred maintenance), but projections of operating losses in such fourth and fifth years may incorporate the historical precedent of the cost of the regular maintenance and repair work that USC performed in the first three years after the USC Lease

Effective Date.

5.4 Sports Arena Redevelopment. Any redevelopment of the Sports Arena by USC, other than a redevelopment consistent with the projects described in the EIR, will be subject to the approval of District and any other state agencies having approval rights over the use of the Sports Arena property, in their sole discretion. USC and the District representatives will meet on a regular basis, but no less than once every six months, after the Effective Date to discuss any redevelopment plans USC may have for the Sports Arena property and USC agrees to provide the District with regular updates regarding any such redevelopment plans. District, in considering approval of the redevelopment of the Sports Arena, will consult with other Exposition Park stakeholders and may conduct a community input process. District shall approve or disapprove any proposed redevelopment for which its approval is required no later than six months after receipt of a detailed project description from USC setting forth the proposed use for the Sports Arena property which includes conceptual drawings including height, density and uses. At the time that USC submits its proposal redevelopment of the Sports Arena to the District, USC also shall submit the proposal to the Department of General Services and the Natural Resources Agency. District will coordinate any and all required approvals from agencies of the State of California who have approval rights over the use of the Sports Arena property, including, but not limited to, the Department of General Services and the Natural Resources Agency, but USC shall be responsible for obtaining any required approvals of construction and site plans from the relevant government authorities. If District fails to approve or disapprove any proposed redevelopment for which its approval is required within the six month period, such proposed redevelopment shall be deemed approved, but notwithstanding such deemed approval, USC shall still be obligated to obtain any required permits and approvals of construction and site plans from the relevant government authorities for the proposed redevelopment project. District and USC may mutually agree to extend District's time to approve or disapprove a proposed redevelopment proposal, in each party's sole and absolute discretion. In the event that District rejects USC's redevelopment proposal, USC may elect, in its sole and absolute discretion, to immediately give notice to cease operations of the Sports Arena pursuant to section 12.2 of the USC Lease and cease operations of the Sports Arena as provided in the USC Lease without regard to the requirements set forth in Sections 5.1, 5.2, and 5.3 above; provided, however, USC may not cease operations of the Sports Arena any earlier than the third anniversary of the USC Lease Effective Date, except in the event of a redevelopment that is permitted herein or in the event of damage or destruction to the venue that renders it infeasible to continue operations.

5.5 Termination of Sports Arena Ground Lease. In the event that there is a termination of the USC Lease with respect to the Sports Arena Property as a result of USC's election to cease operations of the Sports Arena and such termination is in strict accordance with the provisions of the USC Lease and this Section 5, USC shall be relieved of all obligations under the USC Lease related to the Sports Arena Property upon such termination of the USC Lease and, notwithstanding anything in this Agreement to the contrary (including, without limitation, Section 4 of this Agreement), no subsequent termination of the Sports Arena Ground Lease shall create or reinstate any obligation on the part of USC with respect to the Sports Arena Property. In no event

shall the refusal of the Commission to consent to a termination of the Sports Arena Ground Lease be construed as a breach or default of this Agreement or the USC Lease by any party thereto. Nothing set forth herein shall be construed as USC's consent to a termination of the Sports Arena Ground Lease or the Coliseum Ground Lease.

5.6 Effect of Sports Arena Closure or Lease Termination on Other Rights. Notwithstanding anything contained herein to the contrary, and without modifying any of the parties rights and remedies hereunder, for any time period that the Sports Arena is not operational or is not a part of the Premises leased by USC pursuant to the USC Lease or this Agreement, (a) Section 6 below shall be amended to delete all references to the Sports Arena; and (b) Section 7 below shall be amended to delete all references to the Sports Arena, without otherwise modifying any of USC's rights as set forth in such provisions.

6. Scheduling of Events. All entities in Exposition Park shall be obligated to calendar and coordinate all events with the Exposition Park Manager who shall be an individual appointed by the Governor of the State of California. If the individual appointed by the Governor as Exposition Park Manager is concurrently an employee of (or otherwise then affiliated with) an Exposition Park entity (such Exposition Park entity, solely for purposes of this Section 6, a "**Related Entity**") and if a determination is made by the Exposition Park Manager under this Agreement in favor of the Related Entity with which determination one or more other Exposition Park entities shall disagree, the dispute shall be submitted to the Secretary of the Natural Resources Agency for determination in a timely manner. For purposes of this Section 6, each day of a multi-day Museum Event, Special Event or Major Event shall be considered a separate Museum Event, Special Event or Major Event for purposes of scheduling.

6.1 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 6.1 and subject to Section 6.2 below.

(a) USC shall have priority for calendaring its USC Home Football Games as well as USC's 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. USC shall provide its schedule for USC Home Football Games, its "Spring Game", and NFL Games as soon as such schedule is available and shall update it with the Exposition Park Manager as changes to the schedule are made, using commercially reasonable efforts to communicate such updates within three (3) business days of receipt of any such schedule changes.

(b) [Reserved]

(c) (i) Each of the Natural History Museum, California Science Center and CAAM shall 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 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 USC Home Football Games, NFL Games, Olympics and Special Olympics, or other Events already scheduled on the Exposition Park calendar, (B) in no event will such preclusion occur more than two Saturdays in any given calendar month, and(C) with respect to the Natural History Museum, the Natural History Museum will 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.

(ii) In addition to the Significant Museum Events, each of California Science Center and CAAM shall have priority to schedule up to nine (9) Museum Events each year (the "**Additional Museum Events**") , provided that Additional Museum Events cannot preclude USC Home Football Games, NFL Games, Olympics and Special Olympics or other Events already scheduled on the Exposition Park calendar. If an Additional Museum Event is scheduled, USC 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 event or Special Event does not exceed 16,000. If USC 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 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 or CAAM at the expense of USC 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 or CAAM, and therefore the USC Event over 16,000 in attendance cannot occur, in no event will such preclusion occur more than two Saturdays in any given calendar month.

(iii) In addition to the Significant Museum Events and Additional Museum Events, (A) each of California Science Center and CAAM shall have priority to calendar up to twelve (12) Special or Major Events each year, (B) the Natural History Museum shall have priority to calendar up to twenty-one (21) Special or Major Events each year, and (c) the EXPO Center shall have priority to calendar up to twenty-four (24) Special or Major Events each year, as long as, in each case, the Special or Major Events do not interfere with USC Home Football Games, NFL Games, Olympics and Special Olympics or other Events already scheduled on the Exposition Park calendar. Such calendaring priority shall also be subject to section 6.1(d) below. As between Addition Museum Events, Museum Events that are Special Events and Museum Events that are Major Events, the scheduling priority shall be equal based on "first in time."

(d) By January 31st of each year, each of the Exposition Park entities 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 (c)(ii) of this Section 6.1) 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 the USC 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 paragraph (a) of this Section 6.1). 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.

(e) Subject to the foregoing priorities, each of the entities in Exposition Park may, at their sole discretion, calendar any other event, and the parking for any such event so calendared by an Exposition Park entity other than USC shall be subject to Section 7.3.1(b) below.

(f) 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 this Section 6.1, 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 1 - 6, load out must be completed by 4 pm and Parking Lots, 4, 5, and 6 should only be used if Parking Lots 1, 2 and 3 all are unavailable due to other events in Exposition Park. No more than six (6) swap meets may be held in Parking Lots 1 - 6 in any given year.

(g) Notwithstanding anything in the foregoing subsections (a) through (f) of this Section 6.1 to the contrary, if, at any time after the third (3rd) anniversary of the Effective Date, the number of Events held at the Coliseum and the Sports Arena, on an annual basis, for each of the previous three (3) years are less than the average number of Events held annually at the Coliseum and the Sports Arena during the five (5) years immediately preceding the Effective Date, and USC is able to demonstrate that the cause of the decreased number of Events is reasonably attributable to calendaring conflicts between USC and the other Exposition Park entities, thereafter, at the written request of USC (which may be via email), USC and District shall meet and confer to negotiate an amendment to this Section 6.1 to address the scheduling of Museum Events with under 3000 in attendance, which amendment shall be reasonably satisfactory to both USC and District. If, following USC's request to meet and confer, USC and District do not reach agreement

on such scheduling and/or have not executed an amendment to this Agreement memorializing such new scheduling on or before the date that is six (6) months after the date of USC's written request to meet and confer, then paragraph (c)(i) of this Section 6.1 automatically shall be amended and restated to read as follows:

> "The Natural History Museum, California Science Center and CAAM collectively shall have priority to schedule up to six (6) Museum Events each year and designate such Museum Events as "**Significant Museum Events**" that preclude any other USC 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 USC Home Football Games, NFL Games, Olympics and Special Olympics, or other Events already scheduled on the Exposition Park calendar, and (B) in no event will such preclusion occur more than two Saturdays in any given calendar month. The Natural History Museum, California Science Center and CAAM may allocate among themselves the six (6) Significant Museum Events each year so long as no more than six (6) Significant Museum Events are scheduled within any calendar year."

6.2 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 6.1 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.

7. Parking

7.1 Operations and Ownership. Throughout the Term of the USC Lease, State or District shall maintain ownership, management and operation of the parking facilities in Exposition Park that are currently owned by it, subject to USC's right to supervise and oversee operation of Game Parking as more particularly described in Section 7.2.4. Except as hereinafter provided in this Section 7.1, the parking facilities owned by State or District are shown on **Exhibit**

"F" (attached to this Agreement and incorporated herein by this reference) (collectively, the "**District Parking Areas**") and shall be individually referred to herein as they are designated on Exhibit "F", as Parking Lot 1 (which includes Parking Lot 1A), Parking Lot 2, Parking Lot 3, Parking Lot 4, Parking Lot 5, Parking Lot 6, and the Science Center Structure, Exposition Park Drive VIP, South Coliseum Drive VIP, and State Drive VIP. Parking Lot 1, Parking Lot 2, Parking Lot 3, Parking Lot 4, Parking Lot 5, and Parking Lot 6 shall be collectively referred to herein as "**Parking Lots 1 - 6**" and Exposition Park Drive VIP, South Coliseum Drive VIP, and State Drive VIP shall be collectively referred to herein as the "**VIP Parking Areas**"; provided that until State or District shall have acquired title to all of Parking Lot 1 and Parking Lot 3 from Commission, the definitions of "District Parking Areas" and "Parking Lots 1 – 6" shall not include the portions of Parking Lot 1 and Parking Lot 3 not owned by the District; and in the event that any of Parking Lots 1- 6 and/or the State Drive VIP area are changed as contemplated by Section 11.5 of this Agreement, the definitions of "District Parking Areas" and "Parking Lots 1 – 6" (if applicable) automatically shall be modified to mean the District Parking Areas and Parking Lots 1 - 6 (if applicable) as so changed.

7.2 USC Home Football Games. The terms and conditions of this Section 7.2 shall apply during the term of the USC Lease only on days when USC Home Football Games are being held at the Coliseum.

7.2.1 2013 Football Season. For the 2013 football season, USC shall be permitted to buy all of the parking spaces in (a) Parking Lots 1 – 6 and the Science Center Parking Structure (less, to the extent Parking Lot 3 is owned by District, the NHM Reserved Spaces, and less the CSC/CAAM Reserved Spaces) for the price of $25 per parking space; and (b) the VIP Parking Areas for $50 per parking space. During the 2013 football season, District shall continue to operate Parking Lots 1 – 6, the Science Center Structure and the VIP Parking Areas as it has in accordance with past practice.

7.2.2. Special Event Parking Permits. Commencing with the 2014 football season and throughout the term of the USC Lease, when USC Home Football Games are held in the Coliseum, at USC's request, USC shall be permitted to purchase a special event parking permit from the Exposition Park Manager which will entitle USC to the use of all of parking spaces in Parking Lots 1 – 6, the Science Center Structure, and the VIP Parking Areas (less the Reserved Spaces). If the Natural History Museum determines that it does not need all of the NHM Reserved Spaces, or the California Science Center/CAAM determine that they do not need all of the CSC/CAAM Reserved Spaces, on the date of any given USC Home Football Game, such entity(ies) may elect, in its (or their) sole and absolute discretion, to sell the NHM Reserved Spaces or the CSC/CAAM Reserved Spaces, as applicable, to USC Home Football Game patrons at the same rate per parking space that District is selling parking spaces to USC under the special event parking permit. All revenues derived from such sale of the Reserved Spaces shall be deposited into the Exposition Park Improvement Fund (as established by California Food and Agricultural Code §4106(b)). If USC Home Football Games are held on weekdays, District may condition the

granting of the special event parking permit on USC's agreement to accommodate bus parking for museum patrons in a surface parking lot designated by USC in consultation with the Exposition Park Manager until three hours prior to the commencement of the USC Home Football Game. Notwithstanding the above, if additional parking spaces are developed in Exposition Park, then the number of spaces in the Science Center Structure reserved for the California Science Center/CAAM on USC Home Football Game days shall be increased so that the California Science Center/CAAM continue to reserve the same percentage of parking spaces in Exposition Park as it reserved prior to the creation of the new parking spaces.

7.2.3 Special Event Parking Permit Fees. Commencing with the 2014 season, the fee for the special event parking permit that USC may purchase on USC Home Football Game days shall be an amount per space to be established by a parking study jointly commissioned by the parties to be performed by a parking consultant mutually selected by the parties, but in no event shall the parking rate be less than the rates set for the 2013 season less any parking operating costs that otherwise would be saved by the District as a result of USC overseeing and supervising the parking in accordance with Section 7.2.4. The parking study shall establish two rates for parking in Exposition Park on USC Home Football Game days: (a) one rate shall be established for parking in Parking Lots 1 – 6 and the Science Center Structure; and (b) another rate shall be established for parking in the VIP Parking Areas, to the extent such VIP Parking Areas are being made available for parking. The parking study shall be updated every five (5) years and shall take into consideration the rates charged at competing venues, the rates charged at competing parking facilities in the area, including the amount USC charges for parking in its parking structures on USC Home Football Game days, the expenses USC incurs in overseeing and supervising the District Parking Areas on USC Home Football Game days, and any other factors the parking consultant deems relevant for establishing fair market parking rates for special events in Exposition Park. USC may elect to exclude the VIP Parking Areas from its special event parking permit on USC Home Football Game days in its sole and absolute discretion, provided, however, if USC elects to include the VIP Parking Areas in the special event parking permit it must include all of the VIP Parking Areas that can be made available for parking in the special event parking permit. Additionally, if at any time the Los Angeles Police Department or any state or federal agency involved in providing protection or security for the American public requires or strongly recommends that the VIP Parking Areas be closed for parking during USC Home Football Games or other Special Events or Major Events, the parties shall abide by such requirements or recommendations and such areas shall be closed for use except as permitted by the advising agency. All parking passes for VIP Parking Areas shall be non-transferrable.

7.2.4 Parking Oversight and Supervision. Commencing in 2014, when USC has elected to purchase a special event parking permit for parking in Exposition Park for a USC Home Football Game, USC shall have the right to elect, on a season-by-season basis, to oversee and supervise the parking operations at the parking areas covered by the special event parking permit (such parking areas, the "Game Parking") during the time period the special event parking permit is in effect, which oversight and supervision shall include, without limitation,

ingress and egress of cars to and from the Game Parking, ticket taking and overall customer service operations. If USC elects to oversee and supervise the Game Parking for a season, USC shall notify the District and the Exposition Park Manager of such election no later than ninety (90) days prior to that season's first USC Home Football Game. For games occurring on a weekend, the permit shall be in effect from 6 A.M. on game day (or, solely with respect to Parking Lot 1A, if the protective cover for the Soboroff Sports Field is not in place at 6 A.M., then from 8 A.M. on game day) until the time that is three (3) hours after the end of the USC Home Football Game. For games occurring on a weekday, the permit shall be in effect from the time that is five (5) hours prior to the start time of the USC Home Football Game until the time that is three (3) hours after the end of the USC Home Football Game. Notwithstanding the period of time covered by such a permit, at the request of another Exposition Park entity, USC will use reasonable efforts to accommodate reasonably requested use of the Game Parking during times not needed for guest load-in and load-out in order to facilitate another event that such other Exposition Park entity has scheduled or museum patron parking so long as such use of the Game Parking will not and does not interfere with USC's game day operations or USC fan parking. In the event that USC elects to staff the parking operations at the Game Parking in conjunction with USC's oversight and supervision, then (a) USC must staff the Game Parking for the full time period the special event parking permit is in effect, and (b) USC shall be responsible for paying any local government fees or charges that may apply as a result of USC staffing the Game Parking. USC and the Exposition Park Manager shall coordinate parking operations of the Reserved Spaces on USC Home Football Game days when USC is staffing the Game Parking to ensure access for museum patrons to the Reserved Spaces and to ensure that all revenue collected from the Reserved Spaces is deposited into the Exposition Park Improvement Fund. USC shall also maintain the insurance reflected on Schedule 1 attached hereto insuring the periods when USC is staffing the Game Parking pursuant to this Section 7.2.4. USC shall indemnify and hold District, its principals, officers, directors, agents and employees harmless from and against any loss, cost, damage, liability, claim or expense brought by a third party for personal injury or property damage to the extent arising from the USC's negligent acts or omissions or willful misconduct in connection with its staffing the Game Parking pursuant to this Section 7.2.4, including, but not limited to, reasonable attorneys' fees and court costs.

7.3 Parking for Other Special Events and Major Events. The terms and conditions of this Section 7.3 shall apply during the term of the USC Lease only on days when Special Events and Major Events are being held at the Coliseum or Sports Arena other than USC Home Football Games.

7.3.1 Special Event Parking Permits.

(a) Three Additional Major or Special Events. For (i) up to three (3) additional Major Events and Special Events at the Sports Arena and the Coliseum (other than USC Home Football Games), USC has the right, but not the obligation, to purchase a special event parking permit from the Exposition Park Manager for the use of up to all of the District

Parking Areas, excluding the NHM Reserved Spaces (except as set forth in Section 7.6 below), if applicable, and, if such Events occur during the normal operating hours of the California Science Center and CAAM, excluding the CSC/CAAM Reserved Spaces (provided that for Events occurring outside of the normal operating hours of the California Science Center and CAAM, USC agrees that Exposition Park Manager shall reserve thirty (30) of the CSC/CAAM Reserved Spaces for use by CSC and CAAM). USC and the Exposition Park Manager shall determine, in their commercially reasonable discretion, the Necessary Parking Spaces within three (3) business days (excluding Saturdays, Sunday and holidays) of USC placing the Major Event or Special Event on the Exposition Park event calendar. If the Exposition Park Manager shall fail to respond within three (3) business days of USC's placing a Special Event or Major Event on the Exposition Park event calendar, and if USC shall have included the amount of parking it believes necessary in conjunction with placing such Event on the Exposition Park event calendar (as required pursuant to Section 6.2), the Necessary Parking Spaces shall be the number of parking spaces stated by USC. USC and the District shall, at least every five years, at the same time as the parking rates are updated, review the required number of spaces in the Science Center Structure reserved for the California Science Center/CAAM on Major Event and Special Event days (excluding USC Home Football Game days) taking into account attendance statistics at the California Science Center for the prior five years and shall mutually agree upon the number of spaces in the Science Center Structure to be made available to USC on such days, provided, however, in no event will the CSC/CAAM Reserved Spaces be less than 600. In no event shall any such review impact the number of parking spaces made available to USC on USC Home Football Game days, as set forth in Section 7.2 above.

(b) All Other Special and Major Events. For all other Major Events and Special Events at the Sports Arena and the Coliseum (other than USC Home Football Games, and the three additional Special or Major Events referenced in Section 7.3.1(a) above), USC has the right, but not the obligation, to purchase a special event parking permit from the Exposition Park Manager for (i) the use of up to all of Parking Lots 1 - 6, excluding the NHM Reserved Spaces (except as set forth in Section 7.6 below), if applicable, and (ii) for parking spaces in the Science Center Structure, but, solely with respect to the Science Center Structure, (A) only if such Events do not occur during the normal operating hours of the California Science Center and CAAM, and (B) if the California Science Center or CAAM has scheduled a Museum Event on the Exposition Park calendar for the same day and at times that overlap a USC Event contemplated by this Section 7.3.1(b), only for the number of spaces that the Exposition Park Manager has reasonably determined, in consultation with the California Science Center or CAAM, as applicable, are not commercially reasonably necessary for the concurrent Museum Event. USC shall not have any right to purchase parking spaces in the Science Center Structure during the normal operating hours of the California Science Center and CAAM except for USC Football Games and the three additional Special or Major Events referenced in Section 7.3.1(a) above. USC and the Exposition Park Manager shall determine, in their commercially reasonable discretion, the Necessary Parking Spaces for the particular Special Event or Major Event within three (3) business days (excluding Saturdays, Sunday and holidays) of USC placing the Major

Event or Special Event on the Exposition Park calendar. If the Exposition Park Manager shall fail to respond within three (3) business days of USC's placing a Special Event or Major Event on the Exposition Park event calendar, and USC shall have included the amount of parking it believes necessary in conjunction with placing such Event on the Exposition Park event calendar (as required pursuant to Section 6.2), the Necessary Parking Spaces shall be the number of parking spaces stated by USC.

(c) Parking Lot 1A. USC acknowledges and agrees that the Exposition Park Manager may withhold the use of Parking Lot 1A from the Necessary Parking Spaces and from the parking spaces purchased by USC under a special event parking permit if the Necessary Parking Spaces and the parking spaces under the special event parking permit can be accommodated elsewhere within the available parking in the District Parking Areas.

7.3.2 Special Event Parking Permit Fees. For Major Events and Special Events held at the Sports Arena or Coliseum other than USC Home Football Games, USC shall determine the initial number of parking spaces to be purchased under a special event parking permit for such an Event no later than ten (10) days after ticket sales for the Event begin. To the extent USC elects to purchase a special event parking permit, USC must elect to purchase at least twenty-five percent (25%) of the Necessary Parking Spaces for the Event in its initial purchase. The fee for the special event parking permit shall be equal to (x) (i) the daily rate charged in Exposition Park for museum patron parking *plus* (ii) a maintenance and security surcharge initially equal to Two Dollars ($2.00) (the "**Security Surcharge**"), which Security Surcharge shall be adjusted on every fifth (5) anniversary of the Effective Date to increase by the percentage increase in the CPI over the immediately preceding five-year period (so that, solely by way of example, if the CPI on the fifth anniversary of the Effective Date is 20% higher than the CPI on the Effective Date, then the Security Surcharge would increase to Two and 40/100 Dollars ($2.40)) (such sum, the "**Special Event Parking Space Fee**"), multiplied by (y) the initial number of parking spaces USC has determined to purchase under the special event parking permit, which fee shall be paid by USC within ten (10) days after ticket sales for the Event begin. In addition, if USC shall have purchased a special event parking permit for an Event as described above, USC shall have the right on any date prior to the date that is thirty (30) days prior to the date on which the Event is scheduled to occur, to extend the special event parking permit for the Event to cover additional parking spaces (to the extent USC is entitled to use such parking spaces pursuant to either Section 7.3.1(a) or 7.3.1(b) and such parking spaces have not been allocated by the Exposition Park Manager, in its reasonable determination, to accommodate the reasonable anticipated parking needs of other events previously calendared by Exposition Park entities in accordance with Section 6 of this Agreement) by paying the Special Event Parking Space Fee for such parking spaces. To the extent that additional parking spaces are necessary for the Event, above and beyond the parking spaces purchased by USC under the special event parking permit for the Event, the Exposition Park Manager shall be entitled to operate the additional parking spaces for the Event and collect all revenue from such operation, provided that the Exposition Park Manager shall not charge a parking fee for such spaces that is less than the Designated Parking Rate for the Event, and provided further that the Exposition Park Manager shall make or hold available in the District

Parking Areas sufficient parking spaces so that, together with the parking spaces purchased by USC under the special event parking permit for the Event (which may be zero spaces if USC elects not to purchase a special event parking permit for the Event), the Necessary Parking Spaces shall be available for the Event on the date that the Event shall occur and for the appropriate time period for such Event, as commercially reasonably determined by the Exposition Park Manager in the manner described in Section 7.3.4 below.

7.3.3 Parking Management. When USC has elected to purchase a special event parking permit for parking in Exposition Park for Special Events or Major Events other than USC Home Football Games, District shall operate and manage all parking areas covered by the permit while the permit is in effect, at District's sole cost and expense.

7.3.4 Permit Term. Each special event parking permit will state the Permit Term for such special event parking permit.

7.3.5 Bus Parking. If any of the Events described in Section 7.3.1 is held on a weekday, the special event parking permit for such Event shall require that USC accommodate bus parking for museum patrons in any of Parking Lots 1 – 6 (the exact location of such bus parking to be determined by the Exposition Park Manager in consultation with USC, based on the venue in which the Event is to be held) until three (3) hours prior to the commencement of the Event. If any of the Events described in Section 7.3.1 is held on a weekend, the special event parking permit for such Event shall require that USC accommodate bus parking for museum patrons in any of Parking Lots 1 - 6 (the exact location of such bus parking to be determined by the Exposition Park Manager in consultation with USC, based on the venue in which the Event is to be held) until three (3) hours prior to the commencement of the Event, provided that if the Event is a sports Event or other Event for which attendees are likely to arrive early and "tailgate" (such as soccer games), then the special event parking permit for such Event shall require that USC accommodate bus parking for museum patrons in any of Parking Lots 1 – 6 (the exact location of such bus parking to be determined by the Exposition Park Manager in consultation with USC, based on the venue in which the Event is to be held) until five (5) hours prior to the commencement of the Event. In addition to the foregoing, USC will (a) arrange for bus parking for museum patrons from the end of the applicable bus parking period stated above (either three (3) or five (5) hours prior to the Event, as applicable) until one (1) hour prior to the commencement of the Event, which bus parking location shall be designated by USC either within Parking Lots 1 – 6, on the USC campus or at an alternative site within a reasonable distance of Exposition Park, and (b) to the extent within the control of USC, facilitate ingress and egress for such busses to be able to drop off and pick up museum patrons from the applicable museum facility.

7.3.6 Parking Remittances. Prior to the date of an Event for which USC has purchased a special event parking permit, USC shall notify the Exposition Park Manager of the Designated Parking Rate for such Event, which notification, notwithstanding anything to the

contrary in Section 10 below, may be made through an electronic communication, such as via facsimile transmission or email; and the Exposition Park Manager shall promptly notify the Operator of such Designated Parking Rate and the Permit Term to which such Designated Parking Rate applies. During the Permit Term for any special event parking permit, all parking purchased within the District Parking Areas (other than museum patron parking), up to the number of parking spaces purchased under such special event parking permit, shall first be attributed to such special event parking permit (solely by way of example, (A) if the special event parking permit were for 1000 parking spaces and 800 parking spaces were actually purchased during the Permit Term for such special event parking permit, all 800 parking spaces purchased would be credited to USC under the special event parking permit; and (B) if the special event parking permit were for 1000 parking spaces and 1200 parking spaces were actually purchased during the Permit Term for such special event parking permit, the first 1000 parking spaces purchased would be credited to USC under the special event parking permit and the remaining 200 parking spaces purchased would be credited to the District). District shall cause the Operator to remit to USC, within two (2) business days after the occurrence of an Event for which USC shall have purchased a special event parking permit, an amount equal to the product of (x) the lesser of (i) the number of parking spaces purchased during the Permit Term of such special event parking permit and (ii) the number of parking spaces purchased by USC under such special event parking permit, multiplied by (y) the Designated Parking Rate applicable to such Event. District shall use commercially reasonable efforts to cause its current agreement with the Operator (and shall cause all subsequent or successor agreements with the then-current Operator) to provide that (i) the Operator will comply with Section 7.2.4 and this Section 7.3.6, including, without limitation, the obligation to make timely the remittances to USC described above, (ii) the Operator will afford USC the opportunity, upon USC's written request, within fifteen (15) days following the occurrence of an Event for which USC shall have purchased a special event parking permit, to audit the Operator's books and records regarding the parking spaces purchased during the Permit Term for such special event parking permit, (iii) the Operator will promptly, and in no event later than five (5) business days after demand, pay to USC any underpayment of any remittance due to USC pursuant to this Section 7.3.6, as evidenced in USC's audit of the Operator's books and records, and (iv) that USC shall be a third-party beneficiary of the provisions described in the preceding three clauses of this sentence, as incorporated into the agreement between District and the Operator, and shall have the right to enforce such provisions directly against the Operator with all rights and remedies at law and in equity for the Operator's default under or breach of any of such provisions; provided that if District is not able, after using commercially reasonable efforts, to cause its current agreement with the Operator to be modified to incorporate the provisions described in the preceding clauses (i) through (iv), District shall cooperate with USC to cause USC to get the benefit of such clauses (so that District causes Operator to comply with the provisions of this Section 7.3.6, to afford a timely audit of Operator's books and records by USC or by an independent auditor reasonably satisfactory to USC, and to timely pay to USC any underpayment due to USC as identified by any such audit). On or before the Effective Date and thereafter upon USC's request, District shall provide evidence to USC reasonably satisfactory to USC that the provisions described in the

immediately preceding sentence have been incorporated into District's then-current agreement with the Operator.

7.3.7 Parking Rates in the Absence of a Permit. If USC schedules an Event and elects not to purchase a special event parking permit for such Event, then the parking rate for the parking provided for the Event at the District Parking Areas shall be set by the Exposition Park Manager in its sole discretion.

7.4 Resale of Museum Spaces. Notwithstanding anything contained herein to the contrary, but subject to the order of parking attribution set forth in Section 7.3.6 above, District shall be permitted, in its sole and absolute discretion, to sell Reserved Spaces to patrons of Special and Major Events at the Coliseum and Sports Arena; however, in no event shall District sell or permit the sale of Reserved Spaces to patrons of Special and Major Events at the Coliseum and Sports Arena for a price per parking space less than the Designated Parking Rate for such Major or Special Event.

7.5 Maintenance of Parking Areas. Throughout the term of the USC Lease, District shall maintain the District Parking Areas in good order, condition and repair and in compliance with all laws. District shall deliver the parking areas covered by a special event parking permit to USC in the condition in which District is required to maintain such areas, clean and free of all trash and other debris. When the special event parking permit expires, if USC shall have elected to staff the parking operations at the Game Parking in conjunction with USC's oversight and supervision, as provided in Section 7.2.4, USC shall return the District Parking Areas covered by such permit to District in same condition in which they were delivered to USC. In the event that District fails to maintain the District Parking Areas in good order, condition and repair and in compliance with all laws, USC shall provide District with notice of the breach and a reasonable time period to cure such breach, which shall in no event exceed thirty (30) days' notice. If District shall fail to cure such breach within the time period provided to cure the breach, USC shall be entitled to all rights and remedies available to it in law and in equity, including the right to cure the breach itself and offset the commercially reasonable cost of such work against any amounts USC owes or may owe District in the future under this Agreement or the Ground Leases ("**Self-Help Rights**"). In the event that such breach constitutes an emergency or a threat of injury or death to visitors to Exposition Park, USC may immediately exercise Self-Help Rights without the need for notice to District. Notwithstanding the foregoing to the contrary, USC and District may negotiate adjustments in the special event permit fees in exchange for USC undertaking certain upgrades and maintenance of Parking Lots 1 – 6, subject to all applicable state laws including procurement and contracting laws and rules and provided that all improvements and upgrades shall be subject to the normal state approval process.

7.6 NHM Parking. USC and the District acknowledge that USC and the Natural History Museum have agreed that the Natural History Museum will, as soon as reasonably possible, but in no event less than one (1) month before the date of an Event scheduled on the

calendar by USC, determine whether it needs to keep some or all of the NHM Reserved Spaces for its own use or whether some or all of the spaces can be released for the USC Event and shall so inform USC and the Exposition Park Manager. If the Natural History Museum determines that it does not need some or all of the NHM Reserved Spaces, USC may elect to add such released NHM Reserved Spaces to its special event parking permit for that Event by paying to the Exposition Park Manager the Special Event Parking Space Fee multiplied by the number of such released NHM Reserved Spaces requested by USC. If USC does not make such an election, the Exposition Park Manager shall make the released NHM Reserved Spaces available for the Event.

7.7 NHM Lease. USC acknowledges that certain lease between District and the County of Los Angeles dated September 29, 2006 related to the Natural History Museum. USC further agrees to exclude from its special event parking permit up to an additional 375 parking spaces only on Saturdays, Sundays and official County holidays during normal public hours of the Natural History Museum when events occur in the Coliseum or Sports Arena with attendance between 10,000 and 25,000 people. The Natural History Museum will tell USC and the Exposition Park Manager how many of the additional 375 spaces the Natural History Museum needs for its museum patrons, using its commercially reasonable judgment regarding the impact to its attendance and admission and other revenue and expenses, during such event in the Coliseum or Sports Arena. USC has the option of providing these additional spaces in the District Parking Areas (subject to Exposition Park Manager approval), or in USC parking structures A (Vermont Ave.), 1 (Figueroa Blvd.), or 2 (Flower St.). USC agrees to provide the Natural History Museum with the additional spaces in the lots or structures in the following order of priority, using USC's commercially reasonable judgment regarding the financial impact to USC and acknowledging the mutual desire to have patrons of the Coliseum/Sports Arena and the Natural History Museum park as close to their intended destinations as is reasonably possible: (1) Parking Lots 2 and 3; (2) any of the other District Parking Areas; (3) USC parking structure A (Vermont Avenue); (4) USC parking structure 1 (Figueroa); and (5) USC parking structure 2 (Flower). The Natural History Museum has agreed with USC to release for any such Special Event any spaces that the Natural History Museum deems that it doesn't need for the event.

7.8 Parking Modernization. During the term of the USC Lease, District may elect to modernize its methods of collecting parking revenue and managing parking operations (such as, for example, installation of automated parking pay stations, inclusion of optional parking fee within ticket purchase or other similar systems or operational efficiencies). If District desires to make any such modernizing changes to the District Parking Areas, the management thereof and/or methods of collecting parking revenues, the parties agree to meet and confer about such changes, including ensuring that ingress and egress from the District Parking Areas is not unreasonably delayed or hindered by the implementation of such changes, and the any resulting additional changes that may need to be made with respect to USC's oversight and supervision rights under Section 7.2.4 and/or the collection of parking remittances pursuant to Section 7.3.6.

8. Limitation on Major Events. USC may hold no more than a total of twenty-five (25) Major Events (including USC Football Home Games and Commission Events (as defined in the USC Lease)) in the Coliseum and Sports Arena each year, subject to Section 6.1 above. Notwithstanding the foregoing, anytime the Coliseum or Sports Arena is utilized for Olympic Events or Special Olympic Events, such Events shall not count towards the twenty-five (25) Major Events USC is permitted to hold each year. Additionally, if the Coliseum is used on a temporary basis (not to exceed four consecutive years) by an NFL team for its home football games, such NFL Games shall not count towards USC's twenty-five (25) Major Events so long as the total number of Major Events held in the Coliseum and Sports Arena (excluding Olympic and Special Olympic Events but including the NFL Games) does not exceed thirty (30) Major Events in any calendar year; provided that the Coliseum shall not be used by an NFL team on a temporary basis (as described above) more than twice (and not concurrently) during the combined term of the USC Lease, the NDA Lease (if applicable), and any subsequent direct lease for the Coliseum that USC may enter into with District for a term immediately following the expiration of the USC Lease or the NDA Lease, as applicable. The Coliseum shall not be used by an NFL team for its home football games on a permanent basis without the prior written approval of USC and District, which approval shall be in the sole and absolute discretion of USC and District.

9. Signage Policy.

9.1 Compliance with Laws. To the extent applicable in accordance with law, all Exposition Park entities, including USC, shall comply with the existing City of Los Angeles sign ordinances and regulations in implementing a signage program on property controlled by such entity.

9.2 Advertising Conflicts. All Exposition Park entities, including USC, 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. USC acknowledges that the USC Lease limits it right to sell sponsorships or advertising only on the Property which USC is leasing from the Commission and not on any other portions of Exposition Park.

9.3 Commission Freeway Sign. The Commission currently owns and operates a sign which is visible from the 110 Freeway (the "**Commission Freeway Sign**") which currently is being leased to USC as part of the USC Lease. So long as USC is leasing the Commission Freeway Sign under the USC Lease, USC shall obtain District's consent to any removal of the Commission Freeway Sign unless the proposed removal includes replacement of the Commission Freeway Sign, in which case the consent of District shall not be required. Notwithstanding the above, if USC is required to remove the Commission Freeway Sign by any governmental agency, as the result of a court order, or because the then-current condition of the sign or damage or destruction of the Commission Freeway Sign makes the sign a safety hazard, USC may immediately remove the Commission Freeway Sign and, if USC is then leasing the Commission

Freeway Sign under the USC Lease, shall have up to two years in which to replace the Commission Freeway Sign, subject to delays in obtaining necessary permits and entitlements for such replacement. USC also acknowledges and agrees that, so long as the Commission Freeway Sign remains in place and USC owns or leases the Commission Freeway Sign, USC will comply with the prior arrangements that guaranteed at least twenty-four (24) public service announcements annually for Exposition Park Events.

9.4 Temporary Signage. USC shall not permit any temporary signage to remain on the exterior of the Coliseum for more than two (2) business days after the event with which the signage was affiliated has ended. For events occurring over a number of weeks, such as USC Home Football Games, such temporary signage on the exterior of the Coliseum must be removed no later than two (2) days after the last event in the series of such events, or within two (2) business days of the end of the football season for signage affiliated with USC Home Football Games.

10. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below. All such notices or other communications shall be deemed received upon the earlier of (1) if personally delivered or sent by overnight courier, the date of delivery to the address of the person to receive such notice, (2) if mailed as provided above, on the date of receipt or rejection when received by the other party if received Monday through Friday between 6:00 a.m. and 5:00 p.m. Pacific Standard Time, so long as such day is not a State or Federal holiday and other-wise on the next day provided that if the next day is Saturday, Sunday, or a State or Federal holiday, such notice shall be effective on the following business day.

To USC:

University of Southern California
Department of Real Estate & Asset Management
University Park Campus, UGW-110
Los Angeles, CA 90089-7271
Phone Number (213) 821-3070

University of Southern California
Office of the Senior Vice President, Administration
University Park Campus, ADM 150
Los Angeles, CA 90089-0011
Attention: Senior Vice President

University of Southern California
Office of the General Counsel
University Park Campus, ADM 352
Los Angeles, CA 90089-5013

Phone Number (213) 740-7922

To the State:

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

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

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

Notice of change of address or telephone numbers shall be given by written notice in the manner described in this section. USC is obligated to notice all State Offices listed above, and District is obligated to notice all of USC's offices listed above, and the failure to provide notice to all State Offices or USC offices, as applicable, will be deemed to constitute a lack of notice. The address to which notices may be mailed as aforesaid to either party, may be changed by written notice given by subject party to the other, as hereinbefore provided; but nothing herein contained shall preclude the giving of any such notice by personal service. Any notice sent to a party pursuant to Section 5.4 requesting such party's approval as required in such section where failure to respond by the approving party results in a deemed approval of the matter shall include the time required for response pursuant to this Agreement and a statement in 14 point bold type that failure to respond within the time allotted in the notice will result in the responding party being deemed to have approved the matter.

11. Miscellaneous. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns. This Agreement shall be construed and interpreted in accordance with the laws of the State of California. This Agreement may not be amended or modified except by written amendment executed by all parties hereto. This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute but one and the same instrument. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given such terms in the USC Lease. 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).

11.1 Taxes. USC agrees to pay all lawful taxes, assessments, or charges which at any time may be levied upon its interest in this Agreement. District and State agree that they shall not impose any rents, levy, charge or exaction not expressly set forth in this Agreement on the Property or the District Parking Areas, or the use thereof, other than parking charges that are consistent with charges imposed in other parking lots in the surrounding areas (collectively "**Charges**"), and unless such Charges are applicable to other similarly situated premises in the State of California and such Charges are not specific and unique to the Property, the District Parking Areas, or the events held at the Property. If such Charges are imposed, the amount of such Charges shall be deducted from any and all other amounts due and owing to State or District by USC hereunder such that the total amount due and payable to State or District shall be as otherwise expressly set forth in this Agreement.

11.2 Condemnation.

11.2.1 Coliseum and Sports Arena. If all or any part of the Property, or USC's leasehold interest in the Property as described in the USC Lease (as modified by this Agreement), or any part thereof, is taken for any public or quasi-public use, or by right or threat 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 Property unusable for the purposes for which such property was intended for a period of more than two years, then upon written notice by USC to District and Commission, USC in its sole and absolute discretion, may elect to terminate the USC Lease in accordance with Section 15.12 of the USC Lease. Without limiting the foregoing, the Property shall be deemed to be unusable for the purposes for which they were intended if more than thirty (30%) of the seats in the Coliseum are unusable after the partial Taking and cannot be replaced within the remaining area of the Coliseum. If the Sports Arena is Taken but the Taking does not render the Coliseum unusable for the purposes for which it is intended pursuant to this Section, USC, in its sole and absolute discretion, may elect to terminate the USC Lease with respect to the Sports Arena and may elect not to terminate the USC Lease with respect to the Coliseum. If the Coliseum is Taken but the Taking does not render the Sports Arena unusable, USC, in its sole and absolute discretion, may elect to either (i) terminate the USC Lease with respect to the entire Property or (ii) terminate the USC Lease with respect to the Coliseum only.

11.2.2 District Parking Areas. If all or any part of the District Parking Areas, or USC's interest in the same as described in this Agreement, or any part thereof, is taken for any public or quasi-public use, or by right or threat of eminent domain, under applicable laws (a "**Parking Taking**" or "**Parking Taken**", or "**to Take Parking**"), and the Parking Taking is either a total Parking Taking or a partial Parking Taking which would render the District Parking Areas unusable for parking during Special Events and Major Events, then such Parking Taking shall be

deemed a Taking of the Coliseum and the Sports Arena, triggering all rights and remedies provided to USC as set forth in Section 11.2.1 above. Without limiting the foregoing, (a) if District elects to change the use of such District Parking Areas such that more than thirty percent (30%) of the parking spaces in the District Parking Areas are unusable for parking during Special Events and Major Events (a "**Change of Use**") and are not replaced at no expense to USC within the remaining area of Exposition Park, such Change of Use shall be deemed a Parking Taking for purposes of this Agreement and determining the rights and remedies of the parties hereto; and (b) the District Parking Areas shall be deemed to be unusable for parking during Special Events and Major Events if more than thirty percent (30%) of the parking spaces available in the District Parking Areas as of the Effective Date are unusable and cannot be replaced at no expense to USC within the remaining area of Exposition Park.

11.2.3 Award. In the event that District exercises any right it has under applicable Laws to Take all or any part of the Coliseum, or USC's leasehold estate in the Coliseum as described in the USC Lease, the parties hereto agree that USC shall be entitled to an award equal to (i) the fair market value of USC's right, title and interest in the leasehold estate to the Coliseum under the USC Lease plus (ii) the fair market value of all improvements ("**Coliseum Improvements**") made to the Coliseum during the term of this Agreement. Notwithstanding the above, USC shall not be entitled to the fair market value of any Coliseum Improvements made to the Coliseum during the term of this Agreement (i) to the extent that USC has received Operating Receipts (as defined in the USC Lease) during the term of this Agreement sufficient to offset the Coliseum Improvement items (in the calculation of the Cumulative Calculated Amount (as defined in the USC Lease)) or contributions from the NFL designated for the payment of Coliseum Improvements; or (ii) if the Taking occurs forty (40) years or more after the installation of the Coliseum Improvement. In the event that District exercises any right it has under applicable Laws to Take all or any part of the Sports Arena, or USC's leasehold estate in the Sports Arena as described in this Agreement, the parties hereto agree that USC shall be entitled to an award equal to (i) the fair market value of USC's right, title and interest in the leasehold estate to the Sports Arena under the USC Lease, plus (iii) the depreciated fair market value of capital improvements ("**Sports Arena Improvements**") made to the Sports Arena during the term of the USC Lease.

11.3 Interference with Parking Rights. In addition to the rights and remedies provided to USC in Section 11.2 above, if for any reason or cause, whether by operation of law or by court order or otherwise, any of USC's rights under Article 7 of this Agreement shall be terminated, nullified, reduced, made more expensive to exercise in a manner inconsistent with this Agreement, or otherwise modified or altered in an manner adverse to USC without USC's written consent thereto (any of the foregoing, an "**Adverse Parking Event**") and such Adverse Parking Event affects more than thirty percent (30%) of the District Parking Areas or otherwise renders the District Parking Areas unusable for parking during Special Events and Major Events, then USC may, in its sole and absolute discretion, upon written notice by USC to District and Commission, terminate the USC Lease, to the extent such termination is allowed under the USC Lease If the Adverse Parking Event renders the Sports Arena unusable for the purposes for which it is intended under the USC Lease, but does not render the Coliseum unusable for the purposes for which it is

intended under the USC Lease, USC, in its sole and absolute discretion, may elect to terminate the USC Lease with respect to the Sports Arena and may elect not to terminate the USC Lease with respect to the Coliseum. If the Adverse Parking Event renders the Coliseum unusable for the purposes for which it is intended under the USC Lease, but does not render the Sports Arena unusable for the purposes for which it is intended under the USC Lease, USC, in its sole and absolute discretion, may elect to either (i) terminate the USC Lease with respect to the entire Property, or (ii) terminate the USC Lease with respect to the Coliseum only.

11.4 Nullification of Agreement. If the USC Lease is nullified by a final non-appealable court order, which nullification occurs during the statute of limitations period currently applicable to challenges being brought with respect to the USC Lease or as a result of a successful challenge initiated during such statute of limitations period, and the Prior Agreement (as defined in the USC Lease) is reinstated under the terms of the USC Lease, the parties hereto agree that the Non-Disturbance Agreement entered into between them with respect to the Prior Agreement (the "**Prior NDA**") also shall be reinstated, and the Prior NDA shall continue in full force and effect for so long as the Prior Agreement shall remain in effect. If the USC Lease is nullified by a final non-appealable court order, which nullification occurs after the expiration of all statute of limitations periods currently applicable to challenges being brought with respect to the USC Lease and not as a result of a successful challenge initiated during such state of limitations period, and the Prior Agreement (as defined in the USC Lease) is reinstated under the terms of the USC Lease, the parties hereto agree that the Prior NDA also shall be reinstated, and the Prior NDA shall continue in full force and effect for so long as the Prior Agreement shall remain in effect, but in such event (a) USC agrees that the District shall not have any obligation to perform any capital improvements to the Coliseum, notwithstanding any provisions in the Prior Agreement to the contrary, (b) USC shall have the right to offset against the rent and game day expenses due from USC under the Prior Agreement the undepreciated cost of the capital improvements made by USC to the Coliseum (not to exceed $70 million of original cost), reduced to the extent that USC has received Operating Receipts during the term of this Agreement sufficient to offset any of the cost of Coliseum Improvement items (in the calculation of the Cumulative Calculated Amount), plus an implied fixed interest rate of six percent (6%), which offset shall pertain to both the initial term of the Prior Agreement plus any extended terms until USC shall have recovered its undepreciated costs in full. In the event that the USC Lease is nullified, USC and District shall use reasonable, good faith efforts to meet and confer during the first ninety (90) days following such nullification to discuss and, if possible, agree upon changes to be made to the Prior NDA and, as applicable, the Prior Agreement in light of such nullification and the then-current condition of the Coliseum and the Sports Arena.

11.5 Exposition Park Master Plan. USC acknowledges that the implementation of the Exposition Park Master Plan, attached hereto as Exhibit G, may result in changes to the Parking Lots 1-6 and the State Drive VIP area in the future. Subject to its rights under Section 11.2 above, USC agrees (a) not to object to the implementation of the Exposition Park Master Plan, (b) to comply with the Master Plan and (c) to cooperate with the implementation of the Master Plan with regards to other areas of Exposition Park, including the Coliseum and the Sports Arena,

provided in each case that (x) implementation of the Master Plan does not interfere with USC's leasehold interest in the Property, (y) such implementation is performed at no cost to USC, and (z) USC shall not be obligated to incur any costs associated with its cooperation. Nothing set forth herein shall constitute USC's approval of, or consent to, any changes, amendments, or modifications to the Exposition Park Master Plan.

11.6 Breach and Default. Without limiting any right or remedy expressly afforded to USC or District under any other Section of this Agreement, each of USC and District agrees that upon the breach of this Agreement by a party hereto, the non-breaching party shall provide the breaching party with notice of the breach and a reasonable time period to cure such breach, which shall in no event exceed thirty (30) days' notice. If the breaching party shall fail to cure such breach within the time period provided to cure the breach, the non-breaching party shall be entitled to all rights and remedies available to it in law and in equity, including the right to offset 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 Self-Help Rights. In the event that a breach constitutes an emergency or a threat of injury or death to visitors to Exposition Park, the non-breaching party may immediately exercise Self-Help Rights without the need for notice to the breaching party.

[Signatures on the next page]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first set forth above.

STATE:

CALIFORNIA SCIENCE CENTER,
an Institution of the State of California

By: _____
Name: Fabian R. Wesson
Title: Chair, Board of Directors

USC:

UNIVERSITY OF SOUTHERN CALIFORNIA, a California Nonprofit Public Benefit Corporation

By: _____
Name: Chrysostomos L. Nikias
Title: President

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

By: _____
Name: _____
Title: _____

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

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM

Department of General Services, Office of Legal Services

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first set forth above.

STATE:

CALIFORNIA SCIENCE CENTER,
an Institution of the State of California

By: _____
Name: Fabian R. Wesson
Title: Chair, Board of Directors

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

By: _____
Name: _____
Title: _____

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

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM

Department of General Services, Office of Legal Services

By: _____
Name: _____
Title: _____

USC:

UNIVERSITY OF SOUTHERN CALIFORNIA, a California Nonprofit Public Benefit Corporation

By: C. C. Nikias
Name: Chrysostomos L. Nikias
Title: President

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first set forth above.

STATE:

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UNIVERSITY OF SOUTHERN CALIFORNIA, a California Nonprofit Public Benefit Corporation

By: _____
Name: _____
Title: _____

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

By: John Laird
Name: John Laird
Title: Secretary for Natural Resources

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

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM

Department of General Services, Office of Legal Services

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first set forth above.

STATE:

CALIFORNIA SCIENCE CENTER,
an Institution of the State of California

By: _____
Name: _____
Title: _____

USC:

UNIVERSITY OF SOUTHERN CALIFORNIA, a California Nonprofit Public Benefit Corporation

By: _____
Name: _____
Title: _____

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

By: _____
Name: _____
Title: _____

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

By: Fred Klass
Name: Fred Klass
Title: Director

APPROVED AS TO FORM

Department of General Services, Office of Legal Services

By: Bryan H. Kimura
Name: Bryan H. Kimura
Title: Attorney III

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

See attached.

EXHIBIT A

LEGAL DESCRIPTION OF THE COLISEUM SITE

That portion of Southern District Agricultural Park and Adjoining Lots in the City of Los Angeles, County of Los Angeles, State of California, as shown on map recorded in Book 4, Page 352 of Miscellaneous Records in the office of the County Recorder of said County, described as follows:

Beginning at a point in the westerly line of Figueroa Street, 100 feet wide, distant along said westerly line North 0° 07' 55" West 701.36 feet from the northerly line of Tract No. 4719 as shown on map recorded in Book 52, Page 48 of Maps in said office; thence South 89° 53' 05" West 726.14 feet; thence South 56° 11' 25" West 113.08 feet to the northwesterly edge of the northwesterly curb of the paved roadway known as South Coliseum Drive, being the TRUE POINT OF BEGINNING; thence North 0° 05' 05" West 375 feet to the southwesterly edge of the southwesterly curb of the paved roadway known as North Coliseum Drive; thence northwesterly along said southwesterly edge of curb and westerly along the southerly edge of said curb to a point in said southerly edge distant North 89° 59' 00" East 177.26 feet from the center line of Menlo Avenue, 60 feet wide; thence South 0° 01' 00" East 19.64 feet; thence South 32° 09' 00" East 72.88 feet; thence South 7° 31' 30" East 57.73 feet; thence South 17° 12' 00" West 55.76 feet; thence South 36° 09' 20" West 97.50 feet; thence South 32° 55' 20" West 59.85 feet; thence South 17° 45' 55" West 89.51 feet; thence South 3° 50' 10" West 76.97 feet; thence South 3° 07' 00" East 54.99 feet; thence South 9° 37' 50" East 25.82 feet to a line at right angles to said center line of Menlo Avenue drawn from a point distant along said center line North 0° 02' 00" East 140.85 feet from the center line of Leighton Avenue as shown in Field Book 2505, Page 47 of the City Engineer of the City of Los Angeles; thence at right angles to said center line of Menlo Avenue North 89° 58' 00" West 62.26 feet to the easterly line of said Menlo Avenue; thence along said Menlo Avenue South 0° 02' 00" West 467.41 feet; thence North 60° 52' 45" East 116.22 feet; thence North 65° 10' 55" East 35.21 feet; thence North 73° 25' 40" East 43.02 feet; thence North 83° 32' 50" East 60.59 feet; thence North 88° 42' 30" East 55.47 feet; thence South 86° 36' 15" East 37.49 feet; thence South 84° 17' 40" East 52.11 feet; thence South 77° 20' 30" East 37.46 feet; thence South 20° 52' 30" East 60.08 feet; thence South 67° 41' 35" East 85.52 feet; thence South 89° 50' 20" East 367.12 feet to the northwesterly edge of the northwesterly curb of said South Coliseum Drive; thence along said edge of curb northeasterly to the true point of beginning.

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPOSED SPORTS ARENA SITE

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

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

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

ALSO EXCEPT any portion included within Lot P of said Southern District Agricultural Park and adjoining lots.

EXHIBIT B

COPY OF USC LEASE

See attached.

SECOND AMENDMENT TO LEASE AND AGREEMENT

BY AND BETWEEN

LOS ANGELES MEMORIAL COLISEUM COMMISSION

AND

UNIVERSITY OF SOUTHERN CALIFORNIA

July 29, 2013

SECOND AMENDMENT TO LEASE AND AGREEMENT

This SECOND AMENDMENT TO LEASE AND AGREEMENT (this "***Amendment***") is made and entered into as of July 29, 2013 (the "***Effective Date***"), by and between the LOS ANGELES MEMORIAL COLISEUM COMMISSION, a joint powers agency created by agreement among public agencies pursuant to Title 1, Division 7, Chapter 5 (Section 6500 et seq.) of the California Government Code ("***Landlord***"), and the UNIVERSITY OF SOUTHERN CALIFORNIA, a California nonprofit public benefit corporation ("***Tenant***").

RECITALS

A. Landlord and Tenant are parties to that certain Lease and Agreement dated May 14, 2008 concerning the lease by Landlord to Tenant of the Coliseum Property (as more particularly described on Exhibit A attached hereto) for the use of the Coliseum Property as the home stadium for the University of Southern California football team, as amended by First Amendment to Lease and Agreement dated November 4, 2010 (the "***Agreement***").

B. Subject to the provisions of Section 18.1 of this Amendment, Landlord and Tenant desire to amend the Lease effective as of the Effective Date to modify the terms on which the Coliseum Property is leased to Tenant and to expand the premises demised under the Agreement to include the Sports Arena Property (as more particularly described on Exhibit B attached hereto), the Owned Property (as more particularly described on Exhibit C attached hereto) and the Parking Lot Property (as more particularly described on Exhibit D attached hereto), all in accordance with the terms and provisions of this Amendment.

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 to amend the Agreement as follows:

1. Definitions; Exhibits. Article 1 and Exhibit A of the Agreement are deleted hereby. Instead, capitalized words and expressions used in the Agreement and this Amendment, and other terms and expressions defined in the Glossary attached to this Amendment, shall have the meanings given to them in the Glossary, which Glossary is hereby incorporated into the Agreement, as amended by this Amendment. All references in such Glossary to a particular "Section" shall mean and refer to the corresponding Section in the Agreement, as amended by this Amendment. All other Exhibits attached to the Agreement are deleted and replaced with the Exhibits attached to this Amendment. The Exhibits attached to this Amendment are incorporated into the Agreement, as amended by this Amendment. All references in the Agreement, as amended by this Amendment, or in the Glossary attached hereto, to a particular Exhibit shall mean the corresponding Exhibit attached to this Amendment.

2. **Premises.** Article 2 of the Agreement is deleted hereby and replaced by the following:

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.

2.2 Other Property. In connection with the lease of the Premises, Landlord hereby transfers to Tenant for the Term a leasehold interest in the property described on **Schedule 2.2-1**, to the extent such property is owned by Landlord or leased by Landlord from a third party (collectively, the "***Other Property***"). The Other Property is leased to Tenant with absolutely no representations or warranties of any kind or character, express or implied, including but not limited to any warranty as to fitness for any particular purpose; provided, however that Landlord hereby represents and warrants that none of the Other Property is leased by Landlord from a third party other than the west end video board and associated equipment leased from Kinetic Leasing, Inc. pursuant to the Kinetic Leasing Lease (as defined in Section 4.2(c)). Prior to the Commencement Date, Landlord shall provide to Tenant a materially complete inventory (including, as applicable, tag numbers, serial numbers, etc.) and location of all tangible assets being leased pursuant to this Section 2.2. Concurrent herewith, Landlord and Tenant have executed an assignment and assumption of lease pursuant to which effective as of the Commencement Date Landlord has assigned to Tenant all of Landlord's rights under the Kinetic Leasing Lease, and Tenant has assumed Landlord's obligations under the Kinetic Leasing Lease from and after the Commencement Date and continuing for the duration of the Term. As of the expiration of the term of the Kinetic Leasing Lease, the west end video board and associated equipment shall be automatically included in the Other Property and leased directly by Landlord to Tenant without the need for any further documentation. With respect to any licenses, contracts, leases and other agreements included on **Schedule 2.2-1**, as of the Commencement Date Landlord shall be deemed to have assigned to Tenant Landlord's rights, title and interest in and to such licenses, contracts, leases and other agreements arising or accruing during the Term of this Agreement, and Tenant shall be deemed to have assumed the performance of all of Landlord's obligations and liabilities under such licenses, contracts, leases and agreements arising or accruing during the Term of this Agreement.

2.3 District Leases. This Agreement is subject to the terms and provisions of the District Leases, as the District Leases may hereafter be amended in a manner that does not violate the terms and provisions of this Section 2.3. Landlord hereby agrees that it will not at any time during the Term amend or modify the District Leases in any manner that could reasonably be deemed to have any effect on Tenant under this Agreement or as a direct tenant of the District pursuant to the NDA, without the prior written consent of Tenant, which Tenant may withhold in its sole discretion.

Landlord and District have approved a non-binding Term Sheet (the "***District/Commission Term Sheet***") that includes the terms on which Landlord and District intend to amend the District Leases (the "***District Leases Amendments***"). If as of

the Effective Date Landlord and District have executed and delivered the District Leases Amendments, then the District Leases shall include the District Leases Amendments. If as of the Effective Date Landlord and District have not executed and delivered the District Leases Amendments, then notwithstanding any contrary term or provision of the immediately preceding paragraph, Landlord shall have the right to amend the District Leases pursuant to the District Leases Amendments, and this Agreement shall be subject and subordinate to such District Leases Amendments; provided, however, that Tenant shall have the right to approve any terms of the District Leases Amendments executed after the Effective Date that are not set forth in, or that are inconsistent or in conflict with the terms of, the District/Commission Term Sheet, which approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Landlord shall have the right to amend the District Leases in a manner consistent with Section 6.2 of this Agreement.

2.4 Prior Agreement. Landlord and Tenant shall cooperate in the transition of the maintenance, repair and operation of the Premises from Landlord to Tenant as of the Commencement Date. Each of Landlord and Tenant hereby waives, withdraws, releases and relinquishes any and all past, current and future rights, claims, suits, causes of action, remedies, liabilities and damages against the other party (and, in the case of Landlord as the other party, against Landlord's constituent entities), and its and their trustees, officers, directors, commissioners, officials, agents or employees, which are based upon or relate or pertain to (A) the terms or provisions of Article 13 of the Prior Agreement, or any other terms or provisions of the Prior Agreement pertaining or relating to the SCIA, the Capital Plan or the Additional Improvements under the Prior Agreement (as such terms are defined in the Prior Agreement); or (B) any breach or default of the other party under the Prior Agreement prior to the Effective Date of this Agreement with respect to which the releasing party has knowledge as of the Effective Date; provided that the foregoing waiver and release shall not be deemed to modify or supersede the provisions of Section 16.4(a) of this Agreement.

2.5 Acceptance. Prior to entering into this Agreement, Tenant has operated in and on the Coliseum Property pursuant to the Prior Agreement. In addition, Tenant has made an independent examination of the Coliseum Property and the remainder of the Premises and all matters related to Tenant's decision to enter into this Agreement. Tenant does not rely on, and Landlord does not make, any express or implied representations or warranties as to any matters relating to the Premises. Tenant accepts the Premises in their existing "as-is" condition, with all faults and defects. Except to the extent otherwise provided in Section 16.4(a), Tenant hereby waives, releases and relinquishes any and all rights, claims, suits, causes of action, remedies, liabilities and damages against Landlord and Landlord's constituent entities, and its and their officers, directors, commissioners, officials, agents, employees and contractors (collectively, "***Landlord Parties***") based upon any defects in the physical condition of the Premises existing as of the Effective Date, regardless of whether such condition was known or unknown as of the Effective Date. Notwithstanding any other provision of this Agreement, nothing in this Agreement shall release or relieve Landlord from liability for, and Tenant hereby reserves all rights on account of or arising from, any material misrepresentations made by Landlord in this Agreement, or any material

misrepresentations, misstatements or concealment of facts regarding the physical condition of the Premises made on Landlord's behalf by the persons holding the following titles in Landlord's organization as of the Effective Date: (a) each of the Commissioners, (b) Interim General Manager, and (c) Director, Stadium Operations and Special Projects that in each case (i) are fraudulent, and (ii) Tenant did not have actual knowledge of such misrepresentation, misstatement or concealment of facts as of the Effective Date.

2.6 Parking Lot Property. The District/Commission Term Sheet also includes the terms on which Landlord intends to convey the Parking Lot Property to District, but as of the Effective Date Landlord and District have not completed such conveyance. Tenant agrees that Landlord shall have the right to convey the Parking Lot Property to District. Prior to the conveyance of the Parking Lot Property to District, the Parking Lot Property shall be included in the Premises under this Agreement. From and after the conveyance of the Parking Lot Property to District, the Parking Lot Property shall thereafter automatically be excluded from the Premises under this Agreement.

3. Term. Article 3 of the Agreement is deleted hereby and replaced by the following:

3. Term.

3.1 Initial Period. The term of the lease of the Premises to Tenant pursuant to this Agreement (the "***Term***") shall commence as of 12:01 a.m. July 29, 2013 (the "***Commencement Date***"). The Term shall continue until the last day of the month preceding the twentieth anniversary of the Commencement Date, unless the Term is sooner ended or extended pursuant to the provisions of this Agreement. For all purposes under this Agreement, the Term shall include any Extension Term for which an Extension Option is exercised under Section 3.2 below.

3.2 Extension Options. During the term of the District Leases, Landlord hereby grants Tenant five (5) successive options to extend the Term (the "***Extension Options***") for the periods set forth below (each, an "***Extension Term***" and collectively, the "***Extension Terms***"), unless the Term is sooner ended pursuant to the provisions of this Agreement:

(a) From July 1, 2033 to and including June 30, 2038;

(b) From July 1, 2038 to and including June 30, 2043;

(c) From July 1, 2043 to and including June 30, 2048;

(d) From July 1, 2048 to and including June 30, 2053; and

(e) From July 1, 2053 to and including December 31, 2054.

3.3 Manner and Time of Exercise of Extension Options. Subject to Section 3.4 below, each Extension Option shall be considered automatically exercised, and each Extension Term shall commence on the date after the expiration of the prior Term, unless Tenant notifies Landlord in writing not less than one (1) year prior to the then-scheduled expiration of the Term of its affirmative election not to exercise such Extension Option.

3.4 No Existing Defaults. Tenant shall have the right in its sole and absolute discretion to elect not to exercise an Extension Option. Notwithstanding any contrary provision of this Section 3.4 or Section 3.3 above, if as of the commencement date of any Extension Term, Tenant is in Default of this Agreement (i.e., after any written notice and cure period applicable under Section 16.1 of this Agreement), then, at Landlord's election by written notice to Tenant at any time not later than thirty (30) days after the date that such Extension Term would have commenced, the Term shall not be extended for such Extension Term, and this Agreement shall terminate as of the later of (a) the expiration date of the prior Term, or (b) thirty (30) days after such written notice from Landlord.

3.5 Additional Extension Option. In the event Tenant negotiates with the District (during the Term or thereafter) for a direct lease of the Leased Property (a "***Direct Lease***") for a term commencing either (i) upon the expiration of the District Leases, (ii) upon the expiration of any then-existing direct lease of the Leased Property between Tenant and the District, or (iii) upon the early termination of the District Leases (in which case Tenant becomes a direct tenant of the District with respect to the Leased Property), Landlord agrees to lease all, but not less than all, of the Owned Property to Tenant on commercially reasonable terms and conditions and for a term to end concurrently with the end of the Direct Lease, as the same may be extended from time to time; provided that if the additional lease term with respect to any future lease of the Owned Property pursuant to this Section 3.5 extends after the date the Joint Powers Agreement expires, then the landlord under such lease during the period following the date of the expiration of the Joint Powers Agreement shall be the entity or entities to which the Owned Property is transferred upon the expiration of the Joint Powers Agreement. The right of Tenant to lease the Owned Property pursuant to this Section 3.5 shall survive the expiration or earlier termination of this Agreement, and shall not be subject to any otherwise applicable statute(s) of limitation. Notwithstanding the foregoing, if prior to the expiration of this Agreement or any future lease of the Owned Property pursuant to this Section 3.5 (or within thirty (30) days after any early termination of this Agreement or any such future lease of the Owned Property pursuant to this Section 3.5), Tenant has not committed to lease the Owned Property from Landlord pursuant to this Section 3.5, then Landlord shall have the right to proceed to lease or transfer ownership of the Owned Property (or any portion of the Owned Property) to any other Person, in which case (x) during the term of such third party lease Tenant's rights under this Section 3.5 shall not be applicable to any such portion of the Owned Property that Landlord has leased to a third party pursuant to this sentence, and (y) upon a transfer of ownership of the Owned Property pursuant to this sentence Tenant's rights under this Section 3.5 shall terminate with respect to the Owned Property.

Notwithstanding any contrary term or provision of this Section 3.5, if the conveyance by Landlord to District of the Parking Lot Property is not consummated as referenced in Recital D of this Agreement, then all references in this Section 3.5 to "Owned Property" shall mean and refer to "Owner Property and Parking Lot Property."

4. Rent and Other Consideration. Article 4 of the Agreement is deleted hereby and replaced by the following:

4. Rent and Other Consideration.

4.1 District Rent. As consideration for Landlord's lease of the Premises, Tenant shall pay all rent payable by Landlord under Article 5 of the Coliseum Lease and Article 7 of the Sports Arena Lease, as and when due under each such District Lease, to the extent that such rent pertains to the Term of this Agreement. For purposes of clarification, Tenant shall have no obligation to pay any rent payable by Landlord under the Coliseum Lease or the Sports Arena Lease to the extent that such rent pertains to a period prior to the Commencement Date of this Agreement. Landlord hereby irrevocably directs Tenant to pay all such amounts directly to District on behalf of and for the benefit of Landlord. Tenant shall provide written confirmation to Landlord of the timely payment by Tenant to District of the amounts payable under this Section 4.1. If Tenant fails to timely pay any amount payable under this Section 4.1, Tenant shall be responsible for the direct payment to the District of any additional amounts (such as, but not limited to, late fees, penalties, or interest) required to be paid by Landlord to the District resulting from such failure by Tenant, and shall indemnify, defend and hold Landlord harmless from and against all claims, liabilities, damages, costs and expenses (including without limitation, reasonable attorneys' fees) incurred by or brought against Landlord by the District in connection with such failure by Tenant. As of the Commencement Date and as of the date this Agreement terminates prior to its natural expiration date (if applicable), the rent paid or payable under the District Leases shall be prorated between Landlord and Tenant. In connection with such proration, the parties acknowledge that the semi-annual installments of rent under Article 5 of the Coliseum Lease and Article 7 of the Sports Arena Lease are paid in arrears and that thus, for example, the December 31, 2013 installment of rent pertains to the period July 1, 2013 through December 31, 2013, and that based on the Commencement Date of this Agreement of July 29, 2013, Tenant shall be obligated to pay only 156/184 of the full December 31, 2013 installments of rent under the Coliseum Lease and Sports Arena Lease. If and to the extent that Landlord receives a credit or offset from the District against one or more semi-annual installments of rent (or portions thereof) pertaining to any period after the Commencement Date in satisfaction of other amounts owed by the District to Landlord, such credit or offset shall not affect any amount to be paid by Tenant under this Section 4.1 with respect to the rent under the District Lease due after the Commencement Date, and upon submission of reasonably satisfactory documentation from the District showing such credit or offset, the amount of the credit or offset which is granted to Landlord by the District shall be paid by Tenant directly to Landlord.

4.2 Additional Rent to Landlord. Tenant shall also pay the following additional rent to Landlord set forth below in this Section 4.2.

(a) Tenant shall pay to Landlord an annual amount to fund ongoing Landlord operations, including costs for administration, performance and enforcement of this Agreement, and any real property assessments payable by Landlord (other than fines or penalties resulting from late payment by Landlord) ("***Landlord Operating Costs***"), which amount shall be determined and paid as provided in Section 4.4 below.

(b) Tenant shall pay to Landlord amounts equal to the annual cost of retiree health insurance premiums due from Landlord for Landlord's employees who retired prior to the Commencement Date, and who are identified on the attached **Schedule 4.2(b)**. Landlord has informed Tenant that from time to time Landlord has paid a varying percentage of the total health insurance premium for each retiree. For purposes of this Section 4.2(b), Tenant agrees to pay not less than the lesser of (i) seventy percent (70%) of the total health insurance premium for each retiree, and (ii) a percentage of the total health insurance premium for each retiree equal to the percentage then being paid by the University of California system for its retirees. Landlord agrees it shall not modify or amend its retiree health insurance coverage during the Term in a manner that would increase Tenant's obligations under this Section 4.2(b), without Tenant's prior written consent, to be granted or withheld in Tenant's sole discretion. The amounts required to be paid by Tenant pursuant to this Section 4.2(b) shall be included in the amount paid by Tenant to Landlord pursuant to Section 4.4 below.

(c) Commencing from and after the Commencement Date, Tenant shall pay the monthly payments due under that certain Master Lease Agreement dated as of December 16, 2010 among Landlord, the Los Angeles Memorial Coliseum Association and Kinetic Leasing, Inc. related to the financing of the west end video board in the Coliseum ("***Kinetic Leasing Lease***"), which payments shall be paid directly to Kinetic Leasing, Inc., as and when due under such Master Lease Agreement, for the remaining term of such Master Lease Agreement. Tenant shall provide written confirmation to Landlord of the timely payment by Tenant of the amounts payable under this Section 4.2(c). If Tenant fails to timely pay any amount payable under this Section 4.2(c), Tenant shall be responsible for the payment of any additional amounts (such as, but not limited to, late fees, penalties or interest) required to be paid by Landlord as a result of such failure by Tenant, and shall indemnify, defend and hold Landlord harmless from and against all claims, liabilities, damages, costs and expenses (including without limitation, reasonable attorneys' fees) incurred by or brought against Landlord by Kinetic Leasing, Inc. (or its successor or assign) in connection with such failure by Tenant. Landlord has paid the monthly payment due under the Kinetic Leasing Lease for the month of July, 2013 that was payable on or before July 1, 2013. Tenant shall reimburse Landlord for 3/31 of such July, 2013 monthly payment that was paid by Landlord. Tenant shall pay the monthly payments due under the Kinetic Leasing Lease during the Term of this Agreement directly to Kinetic Leasing, Inc. from and after the monthly payment due on August 1, 2013.

(d) Tenant shall pay to Landlord the sum of Three Hundred Thousand Dollars ($300,000) for costs incurred by Landlord prior to the Commencement Date for structural improvements for the sound system serving the Coliseum, which amount shall be paid in three (3) installments of One Hundred Thousand Dollars ($100,000) each, the

first such installment due and payable on the Commencement Date, and the second and third installments due on the first and second anniversaries of the Commencement Date.

(e) Tenant shall pay to Landlord Landlord's share of the Cumulative Calculated Amount described in Section 4.3, as and when payable under Section 4.3.

4.3 Cumulative Calculated Amount.

(a) Within ninety (90) days after the last day of each Lease Year (each such last day, an "***Annual Determination Date***"), Tenant shall calculate and report to Landlord the Cumulative Calculated Amount as of the Annual Determination Date. Each such report by Tenant to Landlord shall be in reasonable detail, and Tenant shall supply Landlord with such additional information as Landlord may reasonably request with respect to any aspect of any calculation reported.

(b) In the event that the Cumulative Calculated Amount determined as of any Annual Determination Date shall exceed $0, Tenant shall, concurrently with its report of that Cumulative Calculated Amount to Landlord under Section 4.3(a), pay to Landlord an amount that is equal to the excess (if any) of (x) Landlord's cumulative share of that Cumulative Calculated Amount determined in accordance with Section 4.3(c), over (y) the total of all payments previously made to Landlord by Tenant under this subsection (b).

(c) Landlord's cumulative share of the Cumulative Calculated Amount determined as of any Annual Determination Date is: (i) five percent (5%) of the first $2.5 million thereof; plus (ii) ten percent (10%) of the next $2.5 million thereof; plus (iii) fifteen percent (15%) of the next $2.5 million thereof, plus (iv) twenty percent (20%) of all amounts thereof in excess of $7.5 million; *provided,* each of the $2.5 million (and $7.5 million total) threshold amounts referenced in preceding clauses (i) through (iv) shall be adjusted at each Annual Determination Date to reflect the percentage change, if any, in the CPI most recently published prior to the Annual Determination Date as compared to the CPI most recently published prior to the Commencement Date.

(d) Examples of the application of Sections 4.3(b) and (c) are set forth in **Schedule 4.3(d)**. These examples are hypothetical and for purposes of illustration only.

(e) Tenant shall maintain a separate account for the revenue and expenditures associated with the Coliseum Property in order to provide the reports and statements required under Sections 4.3(a) and 14.1 below.

(f) Landlord agrees and acknowledges that Tenant may impose a ticket surcharge for Tenant Events in order to fund capital improvements and operating expenses. The amount of such ticket surcharge shall be Excluded Receipts to the extent such funds are applied to capital improvements, but the cost of any capital improvements funded by the ticket surcharge shall be included as Capital Improvement Items for the purposes of determining the Cumulative Calculated Amount. Tenant shall have the sole right to determine and adjust the amount of the ticket surcharge imposed from time to

time; provided that (i) the average ticket price (excluding the ticket surcharge) for the applicable Event remains at a rate that is comparable to the rates then being charged by other venues and sponsors of similar athletic and other events; and (ii) without limitation of the requirement set forth in clause (i) above, Tenant agrees that the average ticket price for USC Home Football Games shall be no less than $50 during the Term. Landlord acknowledges and agrees that as of the Commencement Date, (A) Tenant charges different prices per ticket for season tickets and single tickets, and ticket prices vary from game to game during each season; and (B) Tenant calculates the average ticket price by dividing the total of the ticket prices (other than Student/Staff Tickets) for each USC Home Football Game by the number of USC Home Football Games (e.g. $45, $45, $50, $50, $55, and $55 divided by 6 games equals an average ticket price of $50). In the future, Tenant may calculate its average ticket price by dividing the total amount of ticket revenues by the total amount of tickets sold in a season, or by any other commercially reasonable method of calculating the average ticket price.

(g) Landlord's share of the Cumulative Calculated Amount paid by Tenant for each Lease Year shall be used by Landlord for the following purposes: (i) the funding of any reasonable operating expenses of Landlord that are not paid by Tenant pursuant to Section 4.4; and (ii) the funding of facilities and programs benefiting or enhancing Exposition Park.

4.4 Landlord Operating Costs. The budgeted amount of Landlord Operating Costs for each Lease Year (the "***Operating Expense Budget***") shall be payable by Tenant to Landlord in monthly amounts in advance on or before the first day of each calendar month during the Term. The Operating Expense Budget for the first full Lease Year during the Term shall be $12,500 per month, and the Operating Expense Budget for any partial Lease Year at the commencement of the Term shall be prorated based on the first full Lease Year's Operating Budget.

(a) Permissible items included in Landlord Operating Costs are identified on the attached **Schedule 4.4**, and except as expressly set forth in this Agreement, Tenant shall have no obligation to pay or reimburse Landlord as a Landlord Operating Cost for any other costs, expenses or liabilities incurred by Landlord. If any new item or category of operational costs not set forth on **Schedule 4.4** hereafter arises which Landlord proposes to include in Landlord Operating Costs, Tenant shall have the right to approve or disapprove the inclusion of such new item or category in Landlord Operating Costs, which approval shall not be unreasonably withheld, conditioned or delayed. In no event shall Landlord Operating Costs include any costs, expenses or liabilities accruing prior to the Commencement Date.

(b) No later than sixty (60) days prior to the last day of each Lease Year (commencing with the first Lease Year ending June 30, 2014), Landlord shall deliver to Tenant a reasonably detailed and itemized Operating Expense Budget for the Landlord Operating Costs to be paid in the next Lease Year. Any increase in the cost of a particular item or category of Landlord Operating Costs shall be based upon Landlord's good faith reasonable estimate of the increased cost of such particular item or category, with any such increase to be consistent with the prevailing market costs for such

particular item or category of costs, and which shall be subject to Tenant's reasonable approval.

(c) Within sixty (60) days after the end of each Lease Year, Landlord shall provide to Tenant an accounting of the actual amount of Landlord Operating Costs for the immediately preceding Lease Year, and a reconciliation of such actual amount of Landlord Operating Costs against the Operating Expense Budget for such Lease Year. If the actual amount of Landlord Operating Costs for such Lease Year is less than the amount of estimated Landlord Operating Costs paid by Tenant for such Lease Year, then Tenant shall have the right to offset the overpayment against the next monthly estimated Landlord Operating Cost payment(s) required to be paid by Tenant under this Agreement.

(d) In the event that Landlord reasonably determines as of the end of any calendar month that one or more items comprising Landlord Operating Costs have exceeded or will exceed the amount provided in the then-current Operating Expense Budget due to causes beyond Landlord's reasonable control, Landlord shall deliver to Tenant a reasonably detailed and itemized explanation for the overage, and if Tenant reasonably agrees that the overage was beyond Landlord's reasonable control, Tenant shall reimburse Landlord for the additional cost of such item by an increase in the next monthly payment of Landlord Operating Costs.

(e) Any trademark royalties paid to Landlord pursuant to Section 8.7 shall result in an equivalent deduction in the payment of Landlord Operating Costs for the applicable Lease Year in which such royalties are paid.

4.5 Additional Consideration. As additional consideration for this Agreement, Tenant will provide Landlord with the following at no cost or charge to Landlord:

(a) Use of appropriate office space (which shall include a separate locked door secure from entry) and associated parking for one (1) Landlord employee during the Term, which office space shall be located on the Premises or on other property owned by Tenant within a reasonable walking distance from the Leased Property, as Tenant from time-to-time reasonably determines; and

(b) Use of meeting space and associated parking for Landlord's public meetings adequate to comply with applicable Laws pertaining to Landlord's public meetings; provided that Landlord requests the use of such space in writing no later than thirty (30) days prior to the proposed date of any regular meeting (or such shorter period as is reasonable with respect to special meetings), which notice shall specify the expected duration of such meeting and the estimated number of attendees to be accommodated.

4.6 Net Lease. 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 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.

4.7 No Other Rent. Landlord agrees that it shall not impose any facility fee or tax on tickets issued for any event held, presented or exhibited on the Premises during the Term, or any other charges or rent other than as expressly set forth in this Agreement.

5. Permitted Use. Article 5 of the Agreement is deleted hereby and replaced by the following:

5. Permitted Use.

5.1 Permitted Use. Tenant acknowledges the public benefit requirements under the District Leases and the Joint Powers Agreement for the use of the Leased Property. During the Term, Tenant may use the Premises only for uses permitted under the District Leases and shall comply with the public benefit requirements of the District Leases and the Joint Powers Agreement (including educational uses). Subject to the foregoing and to 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 (collectively, "***Events***"). Subject to Section 6.3(b) below, Tenant shall be responsible for the operation and management of the Premises, including providing or engaging reasonable security.

5.2 Cooperation. Tenant shall collaborate and cooperate with all other entities operating facilities in Exposition Park regarding the scheduling of Events that require use of the parking facilities in Exposition Park. In addition, Tenant shall create (or authorize an existing Tenant board, committee or other liaison to serve as) an advisory board, committee or other liaison to interface and consult with the community regarding Tenant's use and operation of the Premises, including matters relating to Events, and associated effects upon Exposition Park and the surrounding community.

5.3 Compliance with Laws. Tenant shall comply with applicable Laws in connection with its use and operation of the Premises, including compliance with all Laws pertaining to curfews or noise levels applicable to the holding of Events.

5.4 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.

5.5 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.

6. **Events.** Article 6 of the Agreement is deleted hereby and replaced by the following:

6. Events.

6.1 Event Scheduling. During each period from the second Wednesday of December through July 5 during each Lease Year (the "***Commission Event Period***"), Landlord may designate not more than eight (8) Public Interest Events at the Coliseum Property, inclusive of an annual July 4th celebration (collectively, "***Commission Event(s)***"). Additionally, Tenant agrees to consider in its reasonable discretion requests for additional Commission Events during the remainder of the month of July; provided that the Commission Events do not conflict with the conduct of or preparation for Events previously scheduled by Tenant. Commission Events shall be subject to the following:

(a) Tenant shall have the right to deny a requested Commission Event if (i) in Tenant's commercially reasonable judgment the Commission Event itself (as opposed to any public opposition to such Commission Event) creates unreasonable security or safety risks; provided that any denial complies with the District Lease of the Coliseum Property and applicable Laws; or (ii) the operator of the Commission Event lacks reasonable financial capacity, or fails to sign Tenant's commercially reasonable contracts for the conduct of Events, fails to post any reasonably required security deposit; or (iii) the operator has breached the requirements imposed on any previous Commission Event involving such operator, or (iv) if Tenant reasonably determines that the Event would bring disrepute to Tenant or the Premises, or (v) if Tenant reasonably determines such use would violate the bylaws, regulations, policies or procedures of the NCAA or Pac-12. Commission Events shall also be subject to reasonable limitations and conditions that may be imposed by Tenant (either for all Commission Events or due to the specific nature of a proposed Commission Event), including without limitation the regulation of (A) the length of each Commission Event, including the opening and closing hours of such Commission Event, (B) security requirements, (C) maximum attendance capacity, and (D) other aspects of Commission Events that could reasonably be expected to create unreasonable security, health and safety, property damage or other liability risks.

(b) Tenant shall have the obligation to manage and supervise all Commission Events, except to the extent that Landlord is the direct operator of the Event. For avoidance of doubt, Tenant shall be responsible for the management and supervision of all Events (including, without limitation, Commission Events sponsored by third parties, but not Commission Events operated by Landlord), and the activities, acts or omissions of any operator, manager, sponsor, promoter, concessionaire, licensee, participant or other Person (other than Landlord or any Landlord Parties) engaging in any activities or use of the Premises during or in connection with an Event shall not be considered the activities, acts or omissions of Landlord or any Landlord Parties. Landlord shall have the obligation to manage and supervise any Commission Events for which Landlord is the operator.

(c) Neither Landlord nor any third-party operator of a Commission Event shall be charged any event fee, rental or other charge for the Commission Event, except that Tenant shall be permitted to require a third-party operator of a Commission

Event (including Landlord if Landlord directly operates a Commission Event) to reimburse Tenant for the actual out-of-pocket costs incurred by Tenant for management of the Commission Event, excluding costs for food, beverage or other concessions operated by Tenant in connection with the Commission Event. To the extent that Tenant elects not to operate concessions, or not operate them at a level requested by a Commission Event sponsor, then the sponsor shall have the right to operate or have its own concessionaires operate (and retain the revenues from) its own or its concessionaires' concessions, subject to Tenant's reasonable approval of the scope and location of such concessions. In no event shall Tenant's concession facilities be used by such sponsor, unless approved in writing by Tenant in its sole discretion.

(d) For purposes of this Agreement, each calendar day of a Commission Event (including days for set-up and tear-down activities for such Event) shall be deemed a separate Event counting towards the total of eight (8) permitted Commission Events; but subject to the following: (i) the annual July 4th celebration shall constitute one Commission Event even though set-up, tear-down and ancillary activities for such event occur on the day preceding and/or the day following the principal day of celebration; (ii) a Commission Event with a closing time that extends beyond 12:00 midnight on a particular day shall not constitute an additional calendar day for the period from 12:00 midnight to the closing time that evening/morning; (iii) set-up activities for an Event that commence after 4:00 p.m. on the day before the Event shall not constitute an additional calendar day of a Commission Event and tear-down activities that do not extend beyond 12:00 Noon on the day after the Event shall not constitute an additional calendar day of a Commission Event; (iv) the lining of a playing field or similar preparation activities shall not constitute activities that trigger treatment as an additional Commission Event; and (v) Landlord shall have the right to designate one Commission Event during each Lease Year in excess of the July 4th celebration that will continue for up to three consecutive calendar days (e.g., Friday, Saturday and Sunday), and which will be treated as one Commission Event.

(e) In connection with any use of the Premises by Landlord, Tenant shall have the right to restrict Landlord's use such that it does not violate any of the applicable bylaws, regulations, policies and procedures of the NCAA and Pac-12 with regard to the use and operation of the Premises, including those pertaining to use of the Premises for events in which prospective-age students participate.

6.2 Limitation on Number of Major Events. There shall be no more than an aggregate of twenty-five (25) events during any calendar year held at the Coliseum or Sports Arena (or any replacement development) in which the anticipated attendance for the event exceeds 25,000 persons (each, a "***Major Event***"); provided, however, that the Olympics, the Special Olympics and the Super Bowl shall not constitute Major Events regardless of attendance; and provided, further, that if the Coliseum is used on a temporary basis (not to exceed four consecutive years), by a National Football League ("***NFL***") team for its home football games, such NFL games shall not count towards the twenty-five (25) Major Event limitation set forth above so long as the total number of Major Events held in the Coliseum and the Sports Arena (excluding Olympics and

Special Olympics events) does not exceed thirty (30) Major Events in any calendar year. Each day of a multi-day Major Event shall be considered a separate Major Event.

6.3 NFL Team. Tenant shall cooperate with any request by the City of Los Angeles, County of Los Angeles and/or State of California for use of the Coliseum on a temporary basis (no more than four (4) years at any one time) by not more than one NFL football team at any one time. Tenant shall negotiate in good faith with the NFL to structure a sublease or occupancy agreement ("***NFL Agreement***") on fair market terms; provided that Tenant shall have the right to require that any NFL Agreement include a contribution by the NFL team to capital improvements at the Coliseum, provide that Tenant will not be obligated to incur any additional expense or liability, and include an indemnity in favor of Tenant by such NFL team against liabilities resulting from the NFL Agreement and the use of the Coliseum for NFL games, subject to commercially reasonable limitations for liabilities caused by Tenant. Additionally, Tenant shall have the right to refuse to enter into an agreement for occupancy of the Coliseum if (i) in Tenant's reasonable determination, the particular team being proposed poses security or safety concerns for persons or property on Tenant's adjacent campus, or (ii) such occupancy or activities associated with the NFL team (e.g. reciprocal marketing agreements) would cause violations of NCAA or Pac-12 bylaws, regulations, policies or procedures.

(a) In the event an NFL Agreement is negotiated and signed, during the term of the NFL Agreement the Commission Event Period each year shall commence on the second Wednesday of February rather than the second Wednesday of December, except that Landlord shall be permitted to include CIF high school football championship games as one collective Commission Event (subject to the terms of Section 6.1(d)) during the month of December; provided they do not occur on the day of a USC Home Football Game or an NFL game scheduled at the Coliseum.

(b) Funds that may be contributed by an NFL team for capital improvements in the Coliseum shall be Excluded Receipts for the purpose of determining Landlord's Cumulative Calculated Amount pursuant to Section 4.3, so long as the net effective rent paid by the NFL team constitutes a "commercially reasonable rent", which the parties agree shall be rent equal to or exceeding 8% of the total revenue received by the NFL team from the sale of admission tickets to each game played at the Coliseum. If the net effective rent paid by the NFL team to Tenant is below the rate of commercially reasonable rent taking into consideration the economic effect of rental or other economic concessions negotiated with the NFL team in the NFL Agreement that are not consistent with the generally prevailing market terms for other stadium rental agreements, then rent in an amount consistent with prevailing market terms shall be imputed as revenue received by Tenant for the purpose of calculating Tenant's Operating Receipts during the term of the NFL Agreement. Notwithstanding the foregoing, in the event Tenant grants economic concessions without receiving any economic benefit (e.g. reducing rent merely for the purpose of attracting a team to Los Angeles), there shall be no such imputation of prevailing market terms.

(c) Tenant shall make the Coliseum available for Super Bowl L, subject to the successful negotiation of the terms and conditions of a mutually acceptable agreement on commercially reasonable terms between Tenant and the NFL.

6.4 Olympic Events. Tenant shall make the Coliseum available for Events related to any Olympics hosted in the County of Los Angeles, as well as the 2015 International Special Olympics that will take place in Los Angeles, subject to the negotiation of costs, required modifications to the Premises (including the temporary re-installation of track and field facilities), restoration of the Premises after the Olympic games by the relevant Organizing Committee, and other business issues to be negotiated with the organizers of such Events.

6.5 Film Shoots. Tenant shall have authority over all "film shoot" activities inside or on the Premises, and shall work with the Office of Exposition Park Management (or its successor entity) regarding the scheduling of such activities not only at the Coliseum but also throughout Exposition Park, including the fees to be charged for such activities. 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 Coliseum in the background.

6.6 Events Involving Prospective-Age Students. Tenant shall have the authority to approve or deny any activities inside or on the Premises that primarily involve prospect-age students (e.g., high school athletic events) to the extent that the activity would cause a violation of applicable NCAA or Pac-12 bylaws, regulations, policies or procedures regarding prospective age students. In that regard, Tenant shall work with Landlord and the Office of Exposition Park Management (or its successor entity) regarding the scheduling of such activities and the fees to be charged to ensure compliance with NCAA and Pac-12 bylaws, regulations, policies and procedures.

7. Landlord's Employees. Article 7 of the Agreement is deleted hereby and replaced by the following:

7. Landlord's Employees.

Commencing as of the Commencement Date, Tenant agrees to retain (at not less than existing salary levels identified on the attached **Schedule 7**) the salaried employees employed by Landlord immediately prior to the Commencement Date whose names are shown on **Schedule 7**. Tenant also agrees to retain, commencing as of the Commencement Date, the full-time hourly employees employed by Landlord immediately prior to the Commencement Date for custodial or other facility activities whose names are shown on **Schedule 7**. As a condition to employment, each retained employee shall be required to release Tenant from any and all claims that such employee may have against Landlord arising during or relating to such employee's prior employment by Landlord. Except to the extent any retained employee is terminated for cause, such employment shall continue for a six (6) month period following the Commencement Date. Tenant shall not be required to continue to fund pensions related

to any benefit plans in which Landlord participated prior to the Commencement Date for any of the retained employees.

8. Advertising, Signage and Trademarks. Article 8 of the Agreement is deleted hereby and replaced by the following:

8. Advertising, Signage and Trademarks.

8.1 General Right. Subject to the terms and conditions of this Section 8, and subject to Section 11.5 (as applicable), Tenant shall have the right to install permanent and temporary advertising and signage within and on the exterior of the Coliseum, and elsewhere on and in the Premises without any obligation to seek the approval or consent of Landlord.

8.2 Permanent Signage. Subject to the terms and provisions of this Section 8 and subject to Section 11.5 (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, 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, including on any entry gate or concession stand or on the main structure of any video board or scoreboard.

(a) All signage shall be in compliance with the Coliseum District Specific Plan for signage adopted by the City of Los Angeles in 2009, a copy of which is attached as **Schedule 8.2(a)**, as such plan may be amended from time to time; provided, however, that Landlord shall not request such an amendment that would affect Tenant's rights set forth in this Section without Tenant's consent, which consent shall not be unreasonably withheld, conditioned or delayed.

(b) Revenues from Permanent Signage, other than revenues from digital advertising content exhibited in the Coliseum on the day of any Events, shall be included in Tenant's Operating Receipts for the purposes of Section 4.3.

(c) Notwithstanding any other provision of this Article, Tenant shall not, without Landlord's prior written consent granted in Landlord's sole discretion, permit any Permanent Signage or Temporary 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 or that would result in a violation of NCAA, PAC-12 or International Olympic Committee rules or policies.

(d) The existing sign "Los Angeles Memorial Coliseum" and the Olympic rings shall remain in their current format and location on the outside face of the peristyle under the Olympic torch until such time (if any) as the name of the Coliseum is changed pursuant to Article 9 below. At any such time as the name of the Coliseum is

changed, the location of the display of such name may be altered (subject to any approval rights of Landlord set forth in Section 11.5 (as applicable)), provided that the words "Memorial Coliseum" shall continue to be displayed in a manner no less prominent than the remaining words in the Coliseum name.

(e) Unless otherwise required by applicable Law, Tenant shall not have the right to demolish or alter the 110 Freeway sign without Landlord's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed.

(f) Subject to Section 8.2(c) above, Tenant shall have complete control over all digital content displayed on the scoreboards, video boards and elsewhere on the Premises, and Tenant shall be entitled to retain any revenues derived from such digital content, which shall be Excluded Receipts for the purposes of Section 4.3, except as otherwise provided in Section 8.2(b). Notwithstanding the foregoing, any display on top of the west video board shall be limited to 6-foot high letters, numbers or other characters.

8.3 Temporary Décor. Subject to Section 8.2(c) above, Tenant shall have sole, exclusive and complete control over all temporary stadium decor (graphics, flags, signs, pennants, balloons, etc.), including, without limitation, color and design, *provided that* items of decor shall not in any manner create a danger to any spectator, participant or other Person. Tenant shall have the right to utilize draping and banners for decoration and to cover seat sections where necessary in the discretion and at the expense of Tenant. Draping and banners used for commercial purposes shall be subject to the provisions of Section 8.4 below. The installation and removal of such items of temporary décor shall be at Tenant's sole cost, and Tenant shall remove items of decor as and when required under applicable Laws.

8.4 Temporary Signage. Subject to Section 8.2(c) above, 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, Temporary Signage on, in or at the Premises. Revenues from temporary signage (as defined by applicable ordinances) shall be Excluded Receipts for the purposes of Section 4.3.

8.5 Broadcast Rights. Tenant shall additionally have the right to broadcast or transmit Events, or to engage third parties to do so, by any technology Tenant deems appropriate, whether now existing or hereinafter devised, including without limitation via Internet, radio, television and satellite, and/or to film, tape and record such games by means of any technology, whether now existing or hereinafter devised, provided that for Commission Events Tenant shall not directly or indirectly receive revenues in excess of expenses from any such broadcast or transmission or the rights thereto.

8.6 Landlord Advertising. Tenant agrees that Landlord may use the public address system in the Coliseum to briefly announce up to two (2) upcoming Commission Events before and/or during half-time or other intermission of any USC Home Football Game, varsity soccer or lacrosse game; *provided that* no more than two (2) such announcements may be made during any game. Placement, duration and content of such

announcements shall be subject to the prior approval of Tenant, which will not be unreasonably withheld or delayed. However, Tenant reserves the right, and shall have the authority to deny, any request to use the public address system if Tenant reasonably determines such announcement would violate NCAA or Pac-12 bylaws, regulations, policies or procedures.

8.7 Trademarks. In furtherance of its intended benefits under this Agreement, during the Term of this Agreement Tenant shall have the right to use all current and future trademarks related to the Coliseum (***"Landlord Trademarks"***), including those listed in Schedule 2.2-1, (a) conditioned upon the payment by Tenant to Landlord of a royalty in connection with the sale of merchandise featuring such trademarks in an amount equal to $20,000 per Lease Year, commencing as of any Lease Year in which Tenant begins to depict Coliseum trademarks in merchandise sold by Tenant, and adjusted annually to reflect any change in the CPI since the Commencement Date or the prior adjustment date, as applicable (the ***"Trademark Compensation"***); and (b) reservation by Landlord of the right to use all current and future trademarks related to the Coliseum for Landlord's own non-commercial purposes. Tenant shall at its expense (without charging back to Landlord) exercise reasonable efforts to monitor and prosecute against trademark infringement of the Landlord Trademarks and corresponding lost incomes, with the standing to sue hereby granted. To maintain the strength of Landlord's trademarks, Tenant shall provide services and goods bearing any Landlord Trademark professionally and/or of high quality. Upon Landlord's request, Tenant shall deposit sample merchandises and recorded programs with Landlord for quality control and archival purposes. Except for public informational or governmental use, Landlord shall not commercially exploit any trademark, service mark, trade name or symbol of Tenant or that is associated with Tenant (whether owned or licensed), without Tenant's prior written consent, which may be given or withheld in Tenant's sole discretion.

From time to time during the Term of this Agreement, but not more often than every five (5) years, Landlord shall have the right to (a) require Tenant to deliver to Landlord a report and back-up information in reasonable detail regarding the Tenant's use of Coliseum trademarks for the most recent five (5) year period; and (b) cause Tenant's actual use of Coliseum trademarks for such five (5) year period to be evaluated by an independent professional to determine if the then-current Trademark Compensation is a fair and equitable royalty for the level of such trademark usage by Tenant. Such independent professional shall be an individual with experience in the valuation of trademarks mutually selected by the parties. The cost of the evaluation shall be an approved Landlord Operating Cost. Tenant shall provide the independent professional with such information as reasonably required to perform the evaluation. If such independent professional determines that the then-current Trademark Compensation is less than a fair and equitable royalty for the level of such trademark usage by Tenant, then the Trademark Compensation shall be adjusted to equal the fair and equitable royalty amount determined by such independent professional for the level of such trademark usage. In lieu of an increase in the amount of the Trademark Compensation, Tenant shall have the right to agree to limit its future usage of the Coliseum trademarks to a level commensurate with the amount of the Trademark Compensation then in effect, as such usage level is determined by the independent professional. Any dispute pertaining

to this Section 8.7 shall be subject to resolution in accordance with the terms and provisions of Section 16.7 of this Agreement.

In the enjoyment of the Coliseum Property and Sports Arena Property, Tenant may create new trademarks incorporating Landlord Trademarks, subject to Landlord's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed), with the trademark rights in such combination marks vesting in Landlord.

9. **Naming Rights.** Article 9 of the Agreement is deleted hereby and replaced by the following:

9. Naming Rights.

9.1 General Rights. During the Term of this Agreement, Tenant shall be the exclusive holder of all naming rights to the Coliseum and its components, the Sports Arena, any additional or replacement improvements on the Premises, and the plazas and other pedestrian areas of the Premises. Tenant shall have the sole right and authority to negotiate the terms and conditions of one or more contracts granting such naming rights. Landlord acknowledges that revenue from the exploitation of such naming rights may be a significant portion of the funding for capital improvements to the Premises. Landlord further acknowledges that naming rights may be: (a) commercial, in recognition of a paid sponsorship agreement with Tenant, either directly related to the specific facility for which naming rights are granted, or as part of a larger agreement with Tenant as an institution; (b) non-profit institutional (e.g. Tenant using the name "USC"); or (c) honorary, for particular individuals in recognition of philanthropy or service.

9.2 Naming of the Coliseum. Tenant's obligations with respect to the granting of naming rights for the Coliseum itself (and not merely the components thereof) shall be as follows:

(a) Tenant shall fulfill Landlord's obligations with respect to naming rights under the District Leases, subject to any limitations provided in the District Leases, and subject to Tenant's right to seek to renegotiate such obligations with the District at any time.

(b) All revenues received from the grant of commercial naming rights shall be included in Operating Receipts for the purposes of Section 4.3 in the Lease Year in which such revenues are recognized.

(c) In the event the Coliseum is named in connection with an non-profit institutional or honorary purpose, Tenant will include in Operating Receipts for the purposes of Section 4.3 only the amount determined under this Section 9.2(c) and Sections 9.2(d) and (e) below. In such event, the commercial fair market value of the naming rights (without regard to the amount of any actual donation being made in connection with the grant of the naming rights) as of the date the naming rights are granted by Tenant shall be determined by an independent professional research valuation study (to be paid for by Tenant) for top-tier college football stadiums, to be requested by Landlord at the time that such naming rights are granted by Tenant (similar to the IEG

valuation study prepared at the request of Landlord in July 2011) (the "***Commercial Value Equivalent***"). Except as otherwise provided in subsection (d) below, the Commercial Value Equivalent shall be calculated as equal annual payments over the term of the actual naming rights grant (or the remaining Term of this Agreement, if there is no earlier termination date for the naming rights grant) (each such payment referred to as the "***Naming Rights Amount***"), and the Naming Rights Amount shall be included in Operating Receipts on an annual basis for each Lease Year from and after the date of the grant of the naming rights and continuing during the term of the actual naming rights grant (or the remaining Term of this Agreement, if there is no earlier termination date for the naming rights grant). The Commercial Value Equivalent and Naming Rights Amount shall not be recalculated or adjusted after their initial determination except as otherwise provided in subsection (e) below.

(d) In the event the Coliseum is named for a non-profit institutional or honorary purpose, and if the donation received in connection with such naming is to be paid in installments other than annual installments over the term of the naming rights grant (or the remaining Term of this Agreement, if there is no earlier termination date for the naming rights grant), Tenant may elect by written notice to Landlord prior to the calculation of the Commercial Value Equivalent that the Naming Rights Amount shall not be calculated as an annual payment, but shall instead be calculated and included in Operating Receipts in installments that coincide with the Lease Year in which installments of the donation are received.

(e) Notwithstanding the foregoing provisions of this Section 9.2, in connection with any grant of naming rights for a non-profit institutional or honorary purpose, in no event shall (i) the net present value of the Commercial Value Equivalent (calculated as of the date of the grant of the naming rights) exceed the net present value of the amount of the donation to be paid to Tenant (calculated as of the date of the grant of the naming rights); and (ii) if a donor does not actually pay a pledged donation (or a portion of a pledged donation) to Tenant, then for purposes of the limitation set forth in clause (i) above, the net present value of the amount of the donation shall be recalculated based on the donation amount(s) actually received by Tenant. Any net present value calculations under this Section 9.2(e) shall be performed using the same discount rate that was used in calculating the Commercial Value Equivalent.

(f) "Memorial Coliseum" shall be included in any modified name for the Coliseum. By way of example only, after the granting of naming rights, the Coliseum might be identified as "The [Naming Rights Sponsor's Designated Title, Name, Tradename or Trademark] Memorial Coliseum".

9.3 Component Naming Rights. Subject to the limitation on term in Section 9.1, Tenant shall have the right to grant permanent and temporary naming rights for components of the Coliseum and/or the Coliseum Property (e.g. peristyle, locker rooms, suites, etc.) in its sole discretion. Naming rights may be commercial, non-profit institutional or honorary. Revenues from "permanent and commercial" naming rights (a) shall be included in Operating Receipts for the purposes of Section 4.3; and (b) shall not be shared with the District, except as otherwise expressly required in the District Leases.

Naming rights shall be deemed "permanent and commercial" if they identify a paid commercial sponsorship with permanent signage, as defined under applicable City of Los Angeles ordinances. Permanent non-profit institutional or honorary naming rights for stadium components and revenue from temporary naming rights (identified by temporary signage, as defined by applicable ordinances) shall be Excluded Receipts for the purposes of Section 4.3; provided, however, that a Naming Rights Amount based on the Commercial Value Equivalent of permanent non-profit institutional or honorary naming rights for components of the Coliseum shall be included in Operating Receipts if the name is in a location that has commercial value, meaning that it is (i) materially and regularly visible in broadcast images of the Coliseum during televised events, or (ii) generally visible from the stands within the Coliseum. The Commercial Value Equivalent and Naming Rights Amount imputed in connection with such naming rights shall be calculated and included in Operating Receipts in accordance with and subject to the same terms, conditions, procedures and limitations as set forth in Sections 9.2(c) through (e) above, in which case for this purpose each reference to "Coliseum" shall instead mean the particular component of the Coliseum and/or Coliseum Property for which the naming rights are granted.

9.4 Content Restrictions. The restrictions and limitations set forth in Section 8.2(c) pertaining to Permanent Signage and Temporary Signage shall also be applicable to the naming of the Coliseum and its components, the Sports Arena, and any other portions of the Premises.

10. Maintenance and Condition of Premises. Article 10 of the Agreement is deleted hereby and replaced by the following:

10. Maintenance and Condition of Premises.

10.1 Coliseum Property. Tenant shall maintain, repair and replace (as necessary) the Coliseum Property in good order, condition and repair, but in all events in accordance with a standard of maintenance and repair at least commensurate with that generally applicable as of the Commencement Date to the buildings and improvements located on the Tenant's University Park campus. Notwithstanding the foregoing, Landlord agrees and acknowledges that as of the Commencement Date the Coliseum Property will not be in the condition required by this Section 10.1, and that substantial portions of the Coliseum Property will not be capable of being brought into compliance with such condition without the completion of the capital improvements described in Section 11.1 of this Agreement. Therefore, during the period in which Tenant is required to perform the capital improvements described in Section 11.1 of this Agreement, Tenant's obligation under this Section 10.1 with respect to any portions of the Coliseum Property that remain to be upgraded pursuant to Section 11.1 shall be limited to the maintenance and repair of such portions of the Coliseum Property in substantially the same condition as existed on the Commencement Date, and in compliance with applicable Laws.

10.2 Sports Arena Property. Prior to any redevelopment of the Sports Arena Property, and during any continuing period of operation of the Sports Arena, Tenant shall

maintain, repair and replace (as necessary) the Sports Arena Property in substantially the same condition as existed on the Commencement Date, and in compliance with applicable Laws; provided, however, that following any cessation of operation of the Sports Arena permitted under this Agreement, Tenant shall be required only to secure the building and to the maintain the exterior appearance of the Sports Arena in substantially the same condition as it existed on the Commencement Date to avoid blight, disrepair or deterioration. After redevelopment of the Sports Arena Property, the Sports Arena Property shall be maintained, repaired and replaced (as necessary) by Tenant in good order, condition and repair.

11. Coliseum Capital Improvements and Alterations. Article 11 is deleted hereby and replaced by the following:

11. Coliseum Capital Improvements and Alterations.

11.1 Centennial Capital Program. Tenant shall be responsible for undertaking and achieving a comprehensive series of capital improvements to the Coliseum Property at Tenant's cost. Such effort is desired by both Landlord and Tenant as a Centennial Capital Program to be performed in connection with the 100th anniversary of the start of construction of the original Coliseum structure, which will occur in December, 2021. In connection therewith, Tenant shall commence the following capital improvements by the second (2nd) anniversary of the Commencement Date, thereafter diligently proceed with the construction thereof on a continuing basis (in accordance with Tenant's internal phasing plans) that will facilitate the completion of such capital improvements by the tenth (10th) anniversary of the Commencement Date, and complete such capital improvements by the tenth (10th) anniversary of the Commencement Date:

(a) the capital improvements listed in Category 1 on the attached **Schedule 11**, which Tenant shall be required to complete; provided that some Category 1 projects may be subsumed within or obviated by a more comprehensive project (e.g. cold box refrigeration replaced with ice machines), or may be replaced by a substantial alternative project approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed; and

(b) the capital improvements listed in Category 2 on the attached **Schedule 11**, provided that, within each subcategory of Category 2 shown on **Schedule 11**, Tenant may replace the listed projects with other replacement projects of equal or greater expense that are intended to generate equal or better revenue and/or provide equal or better public amenities.

11.2 Additional Improvements. In addition to the capital improvements referenced in Section 11.1 above, as and when funding is available from net operating revenues, grants or donor directed gifts, and based on justifiable business considerations, Tenant intends to make additional improvements (either before or after 2021, in Tenant's sole discretion) to improve the Coliseum and the amenities and experience offered to attendees of Events at the Coliseum.

11.3 Capital Expenditure Reserve. In addition to the capital improvements to be installed pursuant to Sections 11.1 and 11.2, and only when and if the Outstanding CapEx Balance is $0 without regard to reserves maintained under this Section 11.3, Tenant shall maintain an on-going commercially reasonable annual capital expenditure reserve (which may be funded through the ticket surcharge described in Section 4.3(f) and shall be determined in accordance with industry standards), to be used on an as-needed basis for additional facility improvements and capital repairs. Tenant shall have the right to withdraw some or all of the funds in the capital expenditure reserve at any time for capital expenditures, and shall not be required to keep a minimum balance in reserve.

11.4 Design Guidelines. Tenant shall consider the Coliseum Design Guidelines developed by the Coliseum Commission in 2009 (a copy of which is attached as **Schedule 11.4**) in the design and construction of capital improvement projects, and shall be required to comply with the Department of Interior Standards for Renovation of Historical Landmarks, or any other applicable Laws enacted during the Term.

11.5 Landlord Approval. Tenant shall not make any capital improvements to or alterations of the Coliseum Property without the prior written approval of Landlord to the extent that such capital improvements or alterations (a) materially affect the exterior structure or appearance of the Coliseum or Coliseum Property, or the historical significance of the Coliseum, (b) reduce the minimum seating capacity of the Coliseum below 80,000 seats (except that such 80,000 seating capacity threshold may be reduced to as low as 70,000 seats to the extent necessary to satisfy ADA or fire life safety requirements or to accommodate hospitality amenities), (c) are structural in nature, or (d) affect the physical structure of the peristyle arches and vertical structure (but not the deck), or affect the 1932 and 1984 Olympic displays.

12. Sports Arena Redevelopment and Alterations. Article 12 of the Agreement is deleted hereby and replaced by the following:

12. Sports Arena Redevelopment and Alterations.

12.1 Demolition and Redevelopment. Tenant shall have the right, but not the obligation, to demolish the Sports Arena as long as the existing improvements are replaced with improvements that are (a) permitted by applicable land use Laws and consistent with the public benefit requirements of the District Lease for the Sports Arena Property; and (b) approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Landlord's approval shall not be required for the use of the Sports Arena Property for a soccer stadium, sports training facilities, playing fields, museum, amphitheater or other similar event space, provided that the improvements are operated in a manner consistent with the public benefit requirements of the District Lease. No building, structure or other venue on the Sports Arena Property shall have a seating capacity in excess of 24,950. Tenant acknowledges the existence of the Final Environmental Impact Report for the Redevelopment of the Los Angeles Memorial Sports Arena dated January 21, 2011. Upon and following any commencement of construction with respect to the

redevelopment of the Sports Arena Property, Tenant shall prosecute such redevelopment to completion in a diligent manner.

12.2 Closure of Sports Arena. Notwithstanding the provisions of Section 12.1, prior to or in lieu of redevelopment of the Sports Arena Property, if Tenant reasonably determines that it is not cost effective to operate the Sports Arena, Tenant shall have the right, upon one hundred eighty (180) days prior written notice to Landlord (except in the case of a Force Majeure Event, in which case no notice is required) to cease all operation in the Sports Arena; provided that the building is secured and the appearance of the building exterior is maintained in substantially the same condition existing as of the Commencement Date to avoid blight, disrepair or deterioration. In such event, Tenant shall use Commercially Reasonable Efforts to make the Galen Center available for community Public Benefit Events, subject to priority for use by Tenant, and consistent with Tenant's current efforts to accommodate community events.

(a) Notwithstanding the foregoing, Tenant shall not have the right to cease operation of the Sports Arena prior to the second (2nd) anniversary of the Commencement Date, except for redevelopment purposes. In the event of any redevelopment, Tenant shall not cease operation of the Sports Arena prior to entering into a binding written commitment for such redevelopment, unless as of the second (2nd) anniversary of the Commencement Date or later Tenant has reasonably determined that pending redevelopment the Sports Arena is not cost effective to operate and Tenant complies with the requirements of the foregoing paragraph.

(b) Upon and following any cessation of operations in the Sports Arena other than for redevelopment purposes as described in subsection (a) above, Landlord thereafter shall have the right to terminate this Agreement with respect to the Sports Arena Property upon ninety (90) days' written notice to Tenant; provided that Landlord's termination notice shall have no force or effect if Tenant enters into a binding written commitment for the redevelopment of the Sports Arena during such 90-day notice period.

(c) Landlord shall also have the right to terminate this Agreement with respect to the Sports Arena Property upon ninety (90) days' written notice to Tenant in the event Tenant ceases operation of the Sports Arena for redevelopment purposes but fails to commence the redevelopment work within twenty-four (24) months after the date that Tenant enters into the binding commitment for such redevelopment (subject to delay in such commencement or prosecution of construction that is caused by Damage or a Force Majeure Event); provided that Landlord's termination notice shall have no force or effect if Tenant commences the redevelopment work during such 90-day notice period.

12.3 Other Alterations to Sports Arena Property. Except for redevelopment of the Sports Arena Property in accordance with the foregoing terms and provisions of this Article 12, before, during or after such redevelopment, Tenant shall not construct any other improvements or make any other structural alterations to the Sports Arena Property without the prior approval of Landlord, which approval shall not be unreasonably withheld, conditioned or delayed.

13. Performance of Improvements and Alterations. Article 13 of the Agreement is deleted hereby and replaced by the following:

13. Performance of Improvements and Alterations.

13.1 Landlord Approval Process. In the event Landlord approval is required for any capital improvements or alterations pursuant to Sections 11.5, 12.1 or 12.3, Tenant shall provide design drawings to Landlord along with a request for Landlord's approval of such design drawings. Such design drawings shall be of commercially reasonable detail and scope, including as to design, quality of materials and appearance. Landlord shall have forty-five (45) days after receipt of such design drawings to approve or disapprove same. Landlord shall not unreasonably withhold or condition its approval. In the event of Landlord's reasonable disapproval, Landlord shall provide to Tenant in writing a detailed explanation of the basis for such disapproval. In the event Landlord fails to respond in writing to Tenant within such forty-five (45) day period and if Tenant's request for approval stated prominently in **BOLD 12 POINT FONT: LANDLORD'S FAILURE TO RESPOND TO THIS REQUEST WITHIN FORTY-FIVE (45) DAYS SHALL BE DEEMED TO BE LANDLORD'S APPROVAL**, then Landlord shall be deemed to have approved such design drawings. Landlord shall have no further approval rights in connection with any capital improvement or alteration approved or deemed approved by Landlord unless Tenant makes material changes to the design, quality of materials or appearance of such capital improvement or alteration that do not constitute a logical evolution of the design drawings previously approved by Landlord, in which case the provisions of this Section 13.1 shall again apply.

13.2 Conduct of Work. All construction work performed on the Premises shall be done at Tenant's sole cost and expense and in a good and workmanlike manner. Tenant shall cause all work to be performed in accordance with all Laws and all other provisions of this Agreement. Tenant shall take all necessary safety precautions during any construction. All construction or alteration shall be performed and completed in a diligent manner. Tenant shall control all dust, noise and other material adverse effects of work on the Premises in accordance with good industry practices. Upon completion of any construction work for new improvements or structural alterations to existing improvements, Tenant shall deliver to Landlord two (2) sets of Conoflex or Mylar final as-built plans and specifications for the improvements or alterations that are the subject of such construction work.

13.3 Notices of Nonresponsibility. Prior to the commencement of any construction work in excess of Fifty Thousand Dollars ($50,000), Landlord shall have the right to post in a conspicuous location on the Premises and to record in the public records a notice of Landlord's nonresponsibility. Tenant covenants and agrees to give Landlord at least ten (10) business days' prior written notice of the commencement of any such construction work in order that Landlord shall have sufficient time to post such notice. Nothing in this Agreement shall be construed as constituting the consent of, or authorization from, Landlord, express or implied, to the furnishing of any labor, work, services or materials in any manner that would give rise to the filing of mechanics' liens or other claims against Landlord or Landlord's right, title or interest in the Premises.

13.4 Liens. Tenant shall keep the Premises free from any liens arising out of any work performed, material furnished or obligations incurred by or for Tenant. If Tenant shall not, within thirty (30) days after receipt of notice of the imposition of any such lien, cause the lien to be released of record by payment or posting of a proper bond, Landlord shall have, in addition to all other remedies provided in this Agreement and by Law, the right but not the obligation to cause any such lien to be released by such means as it shall deem proper, including payment of the claim giving rise to such lien. All such sums paid by Landlord and all expenses incurred by it in connection therewith (including, without limitation, reasonable counsel fees) shall be payable to Landlord by Tenant upon demand.

14. Accounting and Reports. Article 14 of the Agreement is deleted hereby and replaced by the following:

14. Accounting and Reports.

14.1 Statements. Tenant shall provide to Landlord a written information report on a semi-annual basis to Landlord regarding: (a) all Event operations, including both completed and planned Events; (b) capital repair or improvement projects either underway or proposed in the following twelve-month period; and (c) Operating Receipts, operating expenses and capital improvement and repair cost reports in furtherance of the provisions of Section 4.3. Such statements shall be delivered no later than March 31 and September 30 during each Lease Year and shall be in a commercially reasonable format and detail. Tenant shall also deliver to Landlord no later than September 30 during each Lease Year annual financial statements relating to the operation, maintenance, repair and improvement of the Premises, in a commercially reasonable format and detail.

14.2 Landlord Reports. Landlord shall provide to Tenant on the last day of each calendar quarter during the Term a written information report regarding issues, if any, identified to Landlord by the other entities in Exposition Park or other governmental or community organizations regarding the operation of the Premises by Tenant.

14.3 Verification and Audit Rights. All payments, statements, calculations and billings required to be made and/or delivered hereunder, shall be subject to reasonable verification and audit by Landlord or its consultants, which shall be conducted at Landlord's sole cost and expense except as provided below. Tenant shall make available to Landlord and its consultants during normal business hours such of its records as are reasonably necessary to reasonably verify and audit the accuracy of such payments, statements, calculations and billings, upon at least fifteen (15) days' advance written notice. Notwithstanding the foregoing, (a) Landlord shall not commence more than one examination of such payments, statements, calculations and billings hereunder during any twelve (12) month period; (b) except in the case of fraud no such payment, statement or calculation shall be subject to examination after the expiration of more than two (2) years after it is made or delivered; provided, however, that the foregoing two (2) year limitation shall not expire prior to the delivery of any final annual statement or reconciliation of a particular calculation following the close of a Lease Year; and, provided, further, that the foregoing two (2) year limitation shall not be applicable to the reexamination of the on-

going calculation of the Cumulative Calculated Amount for the purposes of auditing a current year (but shall apply to any Landlord claim for payment relating to time periods beyond the two (2) year limitation); and (3) no such payment, statement or calculation shall be subject to examination more than once (it being understood that an initial review by Landlord and timely subsequent review thereof and participation therein by the party's outside accountants or auditors shall constitute a single examination). In the event Landlord's audit determines that Tenant has underpaid any amount due to Landlord for any Lease Year by more than five percent (5%), Tenant shall pay the reasonable cost of such audit.

15. Certain Other Covenants of the Parties. Article 15 of the Agreement is deleted hereby and replaced by the following:

15. Certain Other Covenants of the Parties.

15.1 Insurance.

(a) Commercial General Liability Coverage. During the Term, Tenant agrees, at its sole cost, to have insurance coverage, or a fully funded program of self-insurance pursuant to Section 15.1(e) below, that provides for commercial general liability, public liability and liability for property damage coverage having per occurrence and aggregate liability limits of at least Fifteen Million Dollars ($15,000,000). Such limits shall be adjusted (but not decreased below $15,000,000) at least every three (3) years to limits commensurate with then-current insurance industry standards. The foregoing coverage may be subject to deductibles that are commercially reasonable and subject to approval by Landlord, which approval will not be unreasonably withheld or delayed. During the Term, Landlord agrees at its sole cost to have insurance coverage, or a fully funded 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) (subject to adjustment as provided above), with commercially reasonable deductibles as reasonably determined by Landlord from time to time.

(b) Property Insurance. Tenant shall carry, or have a fully funded program of self-insurance pursuant to Section 15.1(e) below for, all risk (also known as ISO Causes of Loss-Special Form Coverage) property insurance covering the full replacement cost of all improvements located on the Premises (exclusive of foundations and footings), with building laws and ordinance endorsement, and also covering incidental damage, including rental obligations, rental interruption or rental loss (as applicable). Tenant shall have the option but not the obligation to purchase earthquake insurance.

(c) Builder's Risk Coverage. With respect to the construction of any improvements or alterations to the Premises, Tenant shall carry, or have a fully funded program of self-insurance pursuant to Section 15.1(e) below for, course of construction insurance or builder's risk insurance, covering all construction and operations at the Premises. Such insurance shall be written on a blanket or all risk form and cover the full

replacement cost (exclusive of foundations and footings) of all 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 earthquake insurance.

(d) Insurance Requirements.

(i) All insurance required under this Agreement shall be issued by companies authorized to transact business in the State of California by the Insurance Commissioner and having a "general policyholders rating" of at least A-VII as set forth in the most current issue of "A.M. Best's Key Rating Guide" or an equivalent rating from another industry-accepted rating agency.

(ii) Each party agrees to provide the other with evidence of the above insurance coverage, and any additional insurance such party may, in its sole discretion, elect to obtain with respect to its activities at the Coliseum, on a customary insurance certificate form. Each required insurance certificate shall name (A) the other party, (B) its constituent entities, (C) its governing board and each member thereof, and (D) every officer, official, consultant, attorney and employee of the entities described in clause (B) and (C) above, as additional insureds with respect to claims arising out of this Agreement and/or the Premises.

(iii) The insurance certificate shall provide that in the event of cancellation or material change in any of the required coverages, the insurer shall endeavor to provide the other party under this Agreement with thirty (30) days' advance written notice of such cancellation or material change. If such notice is not provided by the insurer, then the insured party shall be required to provide such notice to the other party. In the case of Tenant's coverage under Section 15.1(a) above, the insurance certificate shall also state that the coverages provided in it are primary, and that the insurer or party (in the event of fully funded self-insurance) waives any right of contribution with insurance that may be available to the other party.

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

(v) The insurance under Sections 15.1(b) and (c) shall name Landlord as a loss payee, subject to Tenant's rights under Section 16.6 regarding Damage to the Premises.

(vi) The insurance under Sections 15.1(b) and (c) shall contain a waiver of subrogation wherein each insurance company waives any right of recovery against Landlord. Notwithstanding any other provision of this Agreement (except for Tenant's liability as deemed insurer with respect to self-insured insurance coverage that Tenant elects under Section 15(e) below, but not claims by Tenant or such deemed insurer against Landlord pertaining thereto), neither party shall be liable to the other party or to any insurance company (by way of subrogation or otherwise), and each party

waives for the benefit of the other party any rights to recover, for any loss of, or damage to, any of its property located on or within the Premises, which loss or damage arises from the perils that could be insured against under the ISO Causes of Loss-Special Form Coverage, including deductibles, whether or not the party suffering the loss or damage actually carries such insurance, recovers under such insurance, or self-insures the loss or damage. Said mutual waivers shall be in addition to, and not in limitation or derogation of, any other waiver or release contained in this Agreement with respect to any loss of, or damage to, property of the parties hereto. This waiver applies whether or not the loss is due to the negligent acts or omissions of Landlord or Tenant, or their respective officers, directors, employees, agents, contractors, or invitees. If required, each party hereto agrees immediately to give its insurance company(ies) written notice of the terms of said mutual waivers and to have its insurance policies properly endorsed, if necessary, to provide for such waiver of subrogation and to prevent the invalidation of any coverage by reason of said waivers.

(vii) 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.

(e) Tenant Self-Insurance. Tenant may elect, on written notice to Landlord, to self-insure some or all of the risks covered by the insurance required to be carried by Tenant under this Section 15.1, subject to the following requirements. "Self-insure" shall mean that Tenant is itself acting as though it were the insurance company providing the insurance required under the provisions hereof and shall pay any amounts due in lieu of insurance proceeds which would have been payable if the insurance policies had been carried, which amounts shall be treated as insurance proceeds for all purposes under this Agreement. All amounts which are paid or are required to be paid and all loss or damages resulting from risks for which Tenant has elected to self-insure shall be subject to the waiver of subrogation provisions of Section 15.1(d)(vii) above that protect Landlord. In the event that Tenant elects to self-insure and an event or claim occurs for which a defense and/or coverage would have been available from a third party insurance company, Tenant shall (i) undertake the defense of any such claim, including a defense of Landlord and its additional insureds, at Tenant's sole cost and expense, and (ii) use its own funds to pay any claim or replace property or otherwise provide the funding which would have been available from insurance proceeds but for such election by Tenant to self-insure. In responding to a claim for coverage or other payment under any election by Tenant to self-insure, or in response to a request to provide a defense against a claim by a third party, Tenant shall administer and handle such matters in accordance with Laws applicable to the administration by insurance carriers of coverage and claims matters as if Tenant was an insurance carrier.

(f) Workers' Compensation. 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.

(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) Periodic Review. Landlord and Tenant agree that the terms and conditions of this Section 15.1 are subject to periodic review and revision by mutual consent of the parties in light of then prevailing conditions.

15.2 Tenant Nomination of One Commissioner. Subject to applicable legal requirements, the parties will cooperate so that Tenant continues to have one member of the governing board of Landlord (the "***Commission***") during the Term be a Person nominated or otherwise approved by Tenant (in accordance with procedures that may involve, by way of example and not limitation, Tenant nominating or identifying to an appointing party under the Joint Powers Agreement at least three (3) Persons for membership on the Commission, with one of such Persons to be appointed by such appointing party). The parties acknowledge that neither Landlord nor Tenant have the power to appoint any Person to the Commission or to bind the Commission to have a Person nominated or otherwise approved by Tenant to be appointed to the Commission, and that, under current Law, for a Person nominated or otherwise approved by Tenant to become a member of the Commission, such Person must be designated by a party to the Joint Powers Agreement as a representative of such party on the Commission. In the event no party to the Joint Powers Agreement is willing to appoint to the Commission a Person nominated or otherwise approved by Tenant, Landlord shall so notify Tenant in writing, and thereafter shall keep Tenant regularly informed regarding actions of the Commission impacting Tenant or its use and operation of the Premises. Notwithstanding any contrary term or provision of this Section 15.2, this Section 15.2 shall not be applicable if, and so long as, the governing board of the Commission is reduced to less than six (6) governing board members.

15.3 Assignment of District Leases. In the event that Landlord, in its sole and absolute discretion, determines or seeks to assign, effective at any time during the Term, all or any part of the Landlord's interest in the District Leases to a Person other than the District, the State of California, the County of Los Angeles, or the City of Los Angeles (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 assignment or entering into an agreement to consummate any such assignment,

other than with or to a Governmental Authority, it shall notify Tenant of Landlord's determining or seeking to so assign all or any portion of Landlord's interest in the District Leases, identifying the subject matter of such assignment or desired assignment. 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 (except that Landlord shall be entitled to confer with the District and Landlord's constituent entities) 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 assignment 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 15.3; provided, however, if Landlord does not consummate such assignment to a third party within eighteen (18) months after the expiration of the negotiating period, or proposes to consummate such assignment 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 15.3 prior to consummating any such assignment or entering into an agreement to consummate any such assignment. 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 assignment of Landlord's entire interest under the applicable District Lease for the portion of the Premises (i.e., either or both of the Coliseum Property or/and the Sports Arena Property, as applicable) on which such improvements are located.

15.4 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 Commission, in the case of Landlord, and its Board of Trustees, 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.

15.5 Attornment and Estoppel.

(a) Subject to the provisions of Section 15.3, if the District Leases or any other lease of the Premises of which the Landlord is lessee are terminated, or if the Joint Powers Agreement is terminated, 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. A requested party's failure to deliver such a statement within five (5) business days following a second written request (given after the initial period of twenty (20) business days) shall result in the statements contained in the requesting party's request being deemed binding upon and in full force and effect against the receiving party.

15.6 Coliseum Memorial Court of Honor. Tenant agrees that Landlord shall have the authority and responsibility for the consideration and decisions regarding future inductees to the Coliseum Memorial Court of Honor. Unless otherwise approved by Tenant, which approval shall not be unreasonably withheld, conditioned or delayed, inductees to the Coliseum Memorial Court of Honor must have made a significant nationally recognized contribution to the Coliseum or the Sports Arena through positive athletic participation, or a positive contribution to the historic significance of the Coliseum or the Sports Arena. The plaques located in the Court of Honor will not be disturbed except for cleaning, upkeep and repair. Tenant shall be responsible for the costs of the maintenance, repair and upkeep of the Court of Honor (including without limitation, the plaques located in the Court of Honor) in accordance with Section 10.1. Landlord shall be responsible at its sole cost and expense for supplying new plaques as and when new inductees are named.

15.7 Display Area. Landlord and Tenant shall collaborate during the Term on the development and maintenance of an appropriate area and/or website for the display of photographs, memorabilia, and other items depicting past Coliseum events.

15.8 Tenant's Covenant Regarding USC Home Football Games.

(a) Except as otherwise provided in this Section 15.8, Tenant hereby agrees that during the Term all USC Home Football Games shall be played at the Coliseum. Notwithstanding the foregoing, Tenant shall have the right to cause one (1) USC Home Football Game per calendar year to be played at a location other than the Coliseum so long as not fewer than eighteen (18) USC Home Football Games are played at the Coliseum in each rolling three (3) season period, with post-season and championship USC Home Football Games played at the Coliseum included in the calculation of the 18-game requirement. In addition, Tenant shall have the right to drop below the eighteen (18) game requirement and play one (1) additional USC Home Football Game at a venue other than the Coliseum in the event Tenant has hosted two (2) or more non-football Events at the Coliseum with attendance in excess of 50,000 people each ("***50,000-Plus Events***") during the same three (3) season period (i.e. two (2) 50,000-Plus Events allows one (1) additional USC Home Football Game at another venue with only 17 games required during the rolling three season period). Subject to the foregoing

requirements and limitations, Tenant may elect to play USC Home Football Games at other venues for any reason in Tenant's sole discretion. If Tenant desires to play additional USC Home Football Games at other venues beyond those permitted by this Section, Tenant shall do so only upon the written approval of Landlord, which Landlord may withhold, condition or delay in its sole and absolute discretion.

(b) Notwithstanding the foregoing, the home game requirements set forth in subsection (a) shall not apply with respect to any USC Home Football Games that are not capable of being played at the Coliseum as a result of (i) any Damage, Force Majeure Event or major construction permitted under this Agreement that renders the Coliseum unfit to accommodate the staging of Events therein (and only during the period that the Coliseum continues to remain unfit for such purpose); or (ii) Tenant being banned from playing USC Home Football Games due to any disciplinary action by the Pac-12 or NCAA. Subsection (a) above also shall not be applicable with respect to any playoff or championship games played at another venue where Tenant is deemed the "home" team.

(c) With respect to any such USC Home Football Game played at another venue pursuant to subsection (a), Tenant shall include in Operating Receipts an amount equal to the amount Tenant would have included in Operating Receipts had the game been played at the Coliseum, based on the average per-game ticket revenues collected for USC Home Football Games at the Coliseum during the rolling three (3) season period preceding such game. Notwithstanding anything contained herein to the contrary, Tenant shall not be required to include any amounts in Operating Receipts as consideration for the relocation of such USC Home Football Games for (i) any such USC Home Football Game played at another venue pursuant to subsection (b) above; or (ii) any playoff or championship games played at another venue where Tenant is deemed the "home" team.

15.9 Landlord's Assistance. Landlord agrees to disseminate to its employees and members any written policies or other information supplied by Tenant to inform such employees and members that they should not engage in, that they should discourage any professional team from engaging in, and that they shall not condone any of the following:

(a) recruitment, negotiating with, drafting of, or the signing of any of Tenant's student athletes who have remaining eligibility for participation in intercollegiate athletics;

(b) soliciting, promoting, or encouraging any of Tenant's student athletes with remaining eligibility to forego the ultimate completion of the student's academic pursuits in exchange for professional team participation; or

(c) soliciting, promoting, or participating in any activity which involves any of Tenant's student athletes in circumstances in violation of NCAA or Pac-12 bylaws, regulations, policies or procedures.

15.10 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 16.6. Tenant shall remove all of Tenant's personal property from the Premises, except that Tenant shall be required to surrender and transfer to Landlord all of the Other Property and any other personal property hereafter acquired by Tenant in replacement, substitution or augmentation of the Other Property that is used exclusively for the operation, maintenance and repair of 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.

15.11 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 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. 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 lease). The provisions of this Section 15.11 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 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.

15.12 Condemnation. If any part of the Premises, or the parking lots that the District is committing to make available to Tenant for use during events at the Coliseum or Sports Arena pursuant to the parking agreement entered into between Tenant and the District on or about the Effective Date for the use of certain parking lots in Exposition Park, are taken for any public or quasi-public use, or by right or threat of eminent domain, under applicable Laws (a "***Taking***" or "***Taken***", or "***to Take***"), and the Taking

would render the remaining Premises unusable for the exhibition of a USC Home Football Game (including due to the lack of adequate parking), then upon written notice by Tenant to Landlord this Agreement shall terminate on the date title passes. In the event of a Taking of all of the Premises, this Agreement shall terminate on the date title passes. Landlord agrees that it will not exercise any right it has under applicable Laws to Take all or any part of the Premises, and that it will not support a proposed Taking by its constituent entities or any other Governmental Authority. In the event of a Taking, Landlord shall have the right to that portion of the award attributable to Landlord's interest in the Premises, including Landlord's rights, title and interest under this Agreement, and to the reversionary interest in the fee or any master leasehold estate of the Premises after the expiration of this Agreement (subject to any rights of the District thereto), and Tenant shall have the right to that portion of the award attributable to Tenant's right, title and interest in the leasehold estate under this Agreement and including Tenant's interest in any improvements to the Premises made by Tenant.

15.13 CEQA Compliance. Landlord shall act as the lead agency (so long as Landlord is legally entitled to do so) with respect to any activity undertaken pursuant to this Agreement that is a "Project" pursuant to the California Environmental Quality Act, subject to the parties' mutual agreement regarding CEQA compliance costs and indemnity.

16. Default, Indemnification, Force Majeure, Damage and Destruction, Disputes.

Article 16 of the Agreement is deleted hereby and replaced by the following:

16. Default, Indemnification, Force Majeure, Damage and Destruction, Disputes.

16.1 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) Subject to Section 16.5, Tenant's failure to perform its obligations under Section 11.1 of the Agreement to (i) commence by the second (2nd) anniversary of the Commencement Date construction of the capital improvements required to be constructed by Tenant under Section 11.1 of this Agreement, (ii) diligently proceed with the construction thereof on a continuing basis (in accordance with Tenant's internal phasing plans) that will facilitate the completion of such capital improvements by the tenth (10th) anniversary of the Commencement Date, and (iii) complete by the tenth (10th) anniversary of the Commencement Date construction of the capital improvements required to be constructed by Tenant under Section 11.1 of this Agreement, in each case where such failure continues for a period of sixty (60) days after written notice from Landlord to Tenant.

(c) 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 Sections 16.1(a) and 16.1(b), 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; or

(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 Coliseum 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 Coliseum 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 16.1 is contrary to any applicable Law, such provision as applied shall be of no force or effect.

16.2 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, except as limited below) to cure such breach at the expense of the breaching party, or the right to terminate this Agreement in accordance with applicable Laws. Additionally, the parties agree that irreparable damage would occur in the event that certain provisions of this Agreement are not performed in accordance with their specific terms or were otherwise breached. Therefore, the parties agree that injunctive relief, specific performance or other equitable relief shall be appropriate remedies to enforce the terms and provisions of Sections 2.3, 2.4, 3.2, 3.5, 5, 6.1, 6.2, 6.3, 6.4, 8.2, 8.7, 9, 10, 11.1, 11.4, 11.5, 12.1, 12.3, 13, 14, 15.1, 15.2, 15.3, 15.8, 15.9, 16.4, 16.6, 16.7, 16.8, 16.9 and 17.4 of this Agreement. No other provisions of this Agreement shall be subject to equitable relief. Notwithstanding the foregoing, or anything contained in this Agreement to the contrary, in the event Tenant breaches its obligations under Section 11.1 of this Agreement, Landlord may elect either to (i) terminate this Agreement, in which case Tenant will not be liable for any damages arising from such breach, (ii) seek injunctive relief, specific performance or other equitable relief due to such breach, in which case neither termination nor damages shall be available remedies, or (iii) seek actual damages arising from such breach, in which case this Agreement shall continue in full force and effect and Landlord shall be obligated to perform all of Tenant's obligations under Section 11.1. For purposes of Section 11.1, Tenant specifically and expressly agrees that the specific enforcement of its obligations under Section 11.1 shall be an enforceable remedy and shall not be subject to defense against such equitable relief on the basis that (a) the subject matter of Tenant's obligations are not unique; (b) Landlord has an adequate remedy at law, (c) the capital improvements to be installed by Tenant pursuant to Section 11.1 are not of requisite definition or specificity as to be subject to specific enforcement; or (d) the subject matter of Tenant's obligations under Section 11.1 are otherwise not appropriate for specific

enforcement or equitable relief. To the maximum extent permitted by law, in no event will either party be responsible for any incidental damages, consequential damages, exemplary damages of any kind, lost goodwill, lost profits, lost business and/or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty or term of this agreement, and regardless of whether a party was advised or had reason to know of the possibility of incurring such damages in advance.

16.3 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.

16.4 Indemnification.

(a) The terms and provisions of Section 16.4 of the Prior Agreement shall be applicable with respect to (i) Liabilities (as defined below) that arose or accrued during the term of the Prior Agreement and prior to the Commencement Date of this Agreement, and (ii) any Liabilities for third-party claims (including without limitation those brought by Governmental Authorities) that arose or accrued prior to the commencement of the term of the Prior Agreement. To the extent of any inconsistency between the provisions of Sections 2.4 and 2.5 of this Agreement on the one hand and the provisions of this Section 16.4(a) on the other hand, the provisions of this Section 16.4(a) shall prevail, and the provisions of this Section 16.4(a) shall control over any modification of the Prior Agreement pursuant to Section 2.4 of this Agreement. The parties acknowledge that all Liabilities and third-party claims will be subject to any applicable statutes of limitation. The terms and provisions of Sections 16.4(b) and 16.4(c) below shall be applicable with respect to Liabilities that arise or accrue upon and after the Commencement Date.

(b) Tenant agrees to indemnify, defend and save harmless Landlord and all Landlord Parties, from and against any and all losses, liabilities, claims, damages, costs and expenses (including without limitation, reasonable attorneys' fees) (collectively, "***Liabilities***") that arise or are claimed to have arisen directly or indirectly from (i) the activities of Tenant or its trustees, officers, employees, agents or contractors (collectively, "***Tenant Parties***") pursuant to this Agreement; (ii) the use, occupancy or management of the Premises, except to the extent Landlord undertakes the direct operation or management of a Commission Event, (iii) any construction work performed by or on behalf of Tenant on the Premises, (iv) the negligence or willful misconduct of Tenant or the Tenant Parties with respect to any matter on, in or pertaining to the Premises, or (v) the breach or default by Tenant of this Agreement; provided, however, that Tenant's obligations under this subsection (b) shall not pertain to Liabilities to the extent such Liabilities result from the negligence or willful misconduct of Landlord or any Landlord Parties.

(c) Landlord agrees to indemnify, defend and save harmless Tenant and the Tenant Parties from and against any and all Liabilities that arise or are claimed to have arisen directly or indirectly from (i) the activities of Landlord or any Landlord Parties pursuant to this Agreement, (ii) the negligence or willful misconduct of Landlord or any Landlord Parties with respect to any matter on, in or pertaining to the Premises, (iii) Commission Events operated or managed by Landlord, or (iv) the breach or default by Landlord of this Agreement; provided, however, that Landlord's obligations under this subsection (c) shall not pertain to Liabilities to the extent such Liabilities result from the negligence or willful misconduct of Tenant or any Tenant Parties.

16.5 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.

16.6 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 the parties have selected a third party construction consultant reasonably acceptable to both parties (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 (i) contemplates that the Damage can be repaired within two (2) years of the date on which such Damage occurred, and (ii) the estimated cost of the repair of the Damage and the restoration of the improvements does not exceed the sum of the insurance proceeds (including self-insurance proceeds) payable with respect to the Damage (or if Tenant fails to maintain property insurance in accordance with the requirements of this Agreement, the amount of insurance proceeds

that would have been payable with respect to the Damage if Tenant had properly carried the property insurance required under this Agreement), plus any applicable deductible or deductibles (such sum referred to herein as the "***Covered Amount***") by more than the amount (the "***Acceptable Uncovered Amount***") equal to the greater of (I) five percent (5%) of the Covered Amount, or (II) $1,000,000, then (A) Tenant shall repair the Damage and restore the improvements to substantially the condition existing immediately prior to the Damage as expeditiously as reasonably possible, (B) Tenant shall have the right to play USC Home Football Games at another location of its choice during the repair period, and (C) the Term set forth in this Agreement shall remain in full force and effect; provided, however, that if (x) the cost of repairing the Damage exceeds the Covered Amount by more than the Acceptable Uncovered Amount, or (y) the Damage occurs during the last five (5) years of the Term (as such Term is extended) and will prevent Tenant from playing USC Home Football Games at the Premises for one or more full football seasons, then in either case Tenant shall not be required to repair the Damage and shall have the right to terminate this Agreement as to all of the Premises, or at Tenant's election, only the Affected Portion of the Premises (as provided below). For purposes of this Section 16.6, the "***Affected Portion of the Premises***" means either (i) if the Damage pertains to the Coliseum, then Tenant's termination shall apply to all, but not less than all, of the Coliseum Property (and the Parking Lot Property during any period during which the Parking Lot Property is a part of the Premises under this Agreement); or (ii) if the Damage pertains to the improvements on the Sports Arena Property, then Tenant's termination shall apply to all, but not less than all, of the Sports Arena Property. Notwithstanding any contrary provision of this Agreement, Tenant shall not have the right to terminate this Agreement (or terminate this Agreement with respect to any portion of the Premises) unless the Damage pertains to the Coliseum or the improvements located on the Sports Arena Property (and the other conditions for Tenant's termination of the Agreement set forth in this Section 16.6 are satisfied).

If this Agreement is not terminated with respect to all or an Affected Portion of the Premises and Tenant is not required to repair the Damage, this Agreement shall remain in full force and effect and Tenant shall use the insurance proceeds, self-insurance proceeds, the amount of any insurance proceeds that would have been payable with respect to the Damage if Tenant had properly carried the property insurance required under this Agreement, and the amount of any applicable deductible or deductibles to partially repair the Damage or restore the Damaged improvements to a functional state (to the extent it is commercially reasonable to do so), with modifications and/or substitutions to the Damaged improvements as approved by Landlord, which approval shall not be unreasonably withheld.

(b) If Tenant elects to terminate this Agreement as to all or an Affected Portion of the Premises 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.

(i) If Tenant elects to terminate this Agreement in its entirety, then as a condition to such termination, Tenant shall deliver (or assign) to Landlord (A)

all insurance proceeds actually paid with respect to the Damage by a third party insurance carrier and Tenant's rights to receive all insurance proceeds payable by the third party insurance carrier (or if Tenant failed to maintain property insurance in accordance with the requirements of this Agreement, the amount of insurance proceeds that would have been payable with respect to the Damage if Tenant had properly carried the property insurance required under this Agreement), (B) all self-insurance proceeds required to be paid by Tenant to the extent that Tenant elects to self-insure, and (C) all deductible amounts.

(ii) If Tenant elects to terminate this Agreement only as to an Affected Portion of the Premises, Tenant may retain all insurance proceeds and shall use the insurance proceeds, self-insurance proceeds, the amount of any insurance proceeds that would have been payable with respect to the Damage if Tenant had properly carried the property insurance required under this Agreement), and the amount of any applicable deductible or deductibles to make other improvements or alterations to the Premises during the remaining Term of this Agreement.

(c) In no event shall any Damage entitle Tenant to any abatement, credit, offset or reduction of or against any rent or other amounts payable by Tenant under this Agreement. Except as otherwise expressly provided in this Section 16.6, no Damage shall entitle Tenant to terminate this Agreement.

(d) Landlord and Tenant acknowledge that the terms and provisions of this Section 16.6 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 16.6, including without limitation, California Civil Code Sections 1932(2) and 1933(4).

16.7 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 within ten (10) business days of the first negotiating session under Section 16.7(a) (as the same may be extended by mutual agreement of the parties), the parties have been unable to resolve the dispute, then either party may, within two (2) business days following the expiration of such ten (10) business day period, provide the other party with notice of its election to submit the matter to non-binding mediation, in which case neither party may institute any legal action with respect to such claim or dispute (except for provisional relief) until ten (10) business days following the

conclusion of such mediation if the parties have not by such date resolved the dispute to their mutual satisfaction. Such mediation will be conducted in Los Angeles County, in accordance with the then-current rules of JAMS, and concurrent with the notice of mediation given to the other party, the noticing party shall provide JAMS with notice of such request, setting forth a brief description of the subject of the dispute and the relief requested. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS panel of neutrals, and in scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator and any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties, *provided that* evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

(c) Following the conclusion of the mediation, if the parties have not resolved their dispute, the parties may agree in writing and in their sole discretion to resolve the dispute through binding arbitration under the auspices of JAMS, but if either party does not agree to submit the dispute to such binding arbitration, then at any time (subject to applicable statutes of limitations) after the expiration of ten (10) business days after the conclusion of the mediation, either party may pursue any other available remedies with respect to such dispute, including but not limited to filing an action in a court of competent jurisdiction.

(d) The provisions of this Section 16.7 may be enforced by any court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorneys' fees, to be paid by the party against whom enforcement is ordered.

16.8 Attorneys' Fees. Subject to Section 16.7, if any action at law, in equity or in arbitration is brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and disbursements in addition to any other relief to which such party may be entitled.

16.9 Venue. Subject to Section 16.7, 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.

17. General Provisions.

Article 17 of the Agreement is deleted hereby and replaced by the following:

17. General Provision.

17.1 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.

17.2 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.

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

17.4 Assignment. Tenant shall not assign or transfer this Agreement or any rights hereunder without the prior written consent of Landlord, in its sole and absolute discretion. Any unauthorized assignment 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 sublease portions of the Premises, and to grant licenses, concessions, management agreements and other agreements with third parties for use of the Premises without the obligation to seek Landlord's approval; provided, however, that Landlord shall have the right to approve any subleases, licenses, concessions or other agreements which result in Tenant ceasing to occupy the Coliseum Property 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.

17.5 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.

17.6 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).

17.7 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.

17.8 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.

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

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

17.11 Notices. Any notice or demand to be given by one party to the other shall be given in writing and by personal delivery, or via telefax, or prepaid first-class, registered or certified mail, addressed as follows:

If to the Landlord:

Los Angeles Memorial Coliseum Commission
3911 S. Figueroa Street
Los Angeles, California 90037
Attention: General Manager
FAX: 213-748-5628;

With a copy to:

Los Angeles County Counsel
648 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012-2713
FAX: 213-617-1142

And

Office of the City Attorney
200 North Main St., 7th Floor
Los Angeles, CA 90012
FAX: 213-978-7714

And if to the Tenant:

University of Southern California
University Park Campus, UGW-110
Los Angeles, California 90089
Attention: Vice President,
Real Estate and Asset Management
FAX: 213-821-3073

With a copy to:

University of Southern California
Office of the General Counsel
ADM 352

Los Angeles, CA 90089-5013
FAX: (213) 740-3249

Any such notice shall be deemed to have been given upon delivery, if personally delivered, or, if mailed or faxed, 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.

17.12 Nullification of Agreement. If this Agreement is nullified due to any violation of Law or as a result of any litigation challenging the process by which this Agreement was approved by Landlord, then upon the nullification of this Agreement by final non-appealable court order no term or provision of this Agreement shall have any force or effect and the Prior Agreement shall be reinstated.

17.13 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.

17.14 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.

17.15 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.

17.16 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.

17.17 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.

17.18 Landlord Right of Entry. Upon not less than one (1) business day advance notice, Landlord and its duly authorized representatives or agents may enter upon the Premises during the Term of this Agreement at reasonable times for the purpose of determining whether Tenant is complying with the terms and provisions of this Agreement or in furtherance of the enforcement of Landlord's rights and Tenant's obligations under this Agreement.

17.19 Loan Agreement Pertaining to Owned Property. Landlord, as borrower, and Tenant, as lender, entered into a Loan Agreement dated March 14, 2013 ("***Loan Agreement***") pursuant to which Tenant has agreed to provide Landlord with a credit facility more particularly described in such Loan Agreement. If Landlord borrows funds under the Loan Agreement the repayment of such borrowed funds will be secured by a Deed of Trust, Assignment of Rents and Security Agreement ("***Deed of Trust***") that will encumber the Owned Property. Pursuant to the terms and provisions of the Deed of

Trust, this Agreement shall be senior in priority to the Deed of Trust and the Deed of Trust shall not grant to Tenant, as lender under the Loan Agreement, any security interest in Landlord's interest under this Agreement. In the event that the Deed of Trust is executed and the Owned Property is subsequently foreclosed pursuant to such Deed of Trust, then concurrent with such foreclosure this Agreement shall be deemed to be automatically amended to delete the Owned Property from the Premises under this Agreement and to delete all references in this Agreement to the Owned Property. As a result of any foreclosure of the Deed of Trust, Tenant shall continue to be the ground lessee under this Agreement of all of the Premises other than the Owned Property and the lender under the Loan Agreement (or another purchaser at foreclosure if such lender is not the purchaser) shall become the fee owner of the Owned Property.

18. Additional Provisions.

18.1 District Agreements. Tenant and District have approved a Term Sheet (the "**Tenant/District Term Sheet**") that sets forth the terms on which District will enter into a non-disturbance agreement with respect to the Agreement as amended by this Amendment and afford certain parking rights to Tenant (the "***NDA***"), as well as providing options for certain direct leases to Tenant following the expiration or earlier termination of the Agreement (as amended by this Amendment) (the "***Related Documents***"), but neither the NDA nor the Related Documents have been executed by District and Tenant. If the NDA and the Related Documents are not executed and delivered by District in a form satisfactory to Tenant that is consistent with the Tenant/District Term Sheet, with all requisite approvals having been secured for such execution and delivery by District (including, without limitation, the approval of the California Department of General Services and the California Natural Resources Agency) (the "**Amendment Contingency**"), on or before December 16, 2013, then this Amendment automatically shall terminate and be of no further force and effect, and the Agreement shall continue in effect as if this Amendment had never been entered into. Tenant agrees to use its Commercially Reasonable Efforts to cause the Amendment Contingency to be satisfied as soon as possible and shall keep the Commission informed of the status of its negotiations with the District towards the satisfaction of the Amendment Contingency. If Tenant executes an NDA and Related Documents with the District, then such documents shall be conclusively deemed to be on terms that satisfy the Amendment Contingency.

18.2 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 Amendment.

18.3 Fair Meaning. This Amendment 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 Amendment 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.

18.4 Exhibits and Schedules. The Exhibits and Schedules referred to in the amended provisions of the Agreement set forth above are attached to this Amendment and incorporated by this reference into the Agreement and made a part thereof.

18.5 Successors and Assigns. Subject to the restrictions and other limitations set forth in the Agreement, the terms, covenants, and conditions hereof shall inure to the benefit of and be binding upon the respective parties hereto, their heirs, executors, administrators, successors, and permitted assigns.

18.6 Authority of the Parties. Each of the parties executing this Amendment hereby represents and warrants to the others that it has all requisite power and authority, corporate or otherwise, to enter into and deliver this Amendment.

18.7 Counterparts. This Amendment may be executed in any number of counterparts and by different parties to this Amendment in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Amendment. Delivery of an executed counterpart of a signature page to this Amendment via telephone facsimile transmission shall be effective as delivery of a manually executed counterpart of this Amendment. Subject to the other provisions hereof, this Amendment shall become effective when each of the parties has received a counterpart of this Amendment executed by the other parties to this Amendment or a copy of such executed Amendment signed in counterparts.

18.8 Amendment. Any alteration, change or modification of or to this Amendment, in order to become effective, must be made in writing and in each instance signed on behalf of each party to be charged.

18.9 Severability. If any term, provision, condition or covenant of this Amendment or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Amendment, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

18.10 Integration. This Amendment, together with the Agreement (as amended by this Amendment), contains the entire understanding among the parties relating to the matters set forth herein. All other terms and conditions of the Agreement that do not conflict with and have not been amended by this Amendment shall remain in full force and effect. Other than the Agreement, all prior or contemporaneous agreements, understandings, representations and statements with respect to the subject matters hereof, whether direct or indirect, oral or written, are merged into and superseded by this Amendment, and shall be of no further force or effect.

18.11 Cooperation of Parties. Each party agrees to sign any other and further instruments and documents and take such other actions as may be reasonably necessary or proper in order to accomplish the intent of this Amendment, so long as the terms thereof are fully consistent with the terms of this Amendment.

18.12 Governing Law. This Amendment shall be construed under the laws of the State of California.

18.13 Further Assurances. Each party hereby covenants that it will, at any time and from time to time upon request of the other, and without the assumption of any additional liability, execute and deliver such further documents and do such further acts as such party may reasonably request in order to fully effectuate the purpose of this Amendment, including without limitation, Section 18.1 above.

[SIGNATURES ON FOLLOWING PAGE]

Second

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

LOS ANGELES MEMORIAL COLISEUM COMMISSION

By: _____
Don Knabe

Title: President

UNIVERSITY OF SOUTHERN CALIFORNIA

By: _____
Todd Dickey

Title: Senior Vice President, Administration

APPROVED AS TO FORM:

By: _____
Thomas J. Faughnan
Commission Legal Counsel

APPROVED AS TO FORM:

By: _____
Munger, Tolles & Olson LLP

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

LOS ANGELES MEMORIAL COLISEUM COMMISSION

By: _____
Don Knabe

Title: President

UNIVERSITY OF SOUTHERN CALIFORNIA

By: Todd Dickey
Todd Dickey

Title: Senior Vice President, Administration

APPROVED AS TO FORM:

By: _____
Thomas J. Faughnan
Commission Legal Counsel

APPROVED AS TO FORM:

By: _____
Munger, Tolles & Olson LLP

GLOSSARY

ADA means the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12111 et seq. (the ***"ADA"***), and the ADA Accessibility Guidelines promulgated by the Architectural and Transportation Barriers Compliance Board, the public accommodations title of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000a et. seq., the Architectural Barriers Act of 1968, 42 U.S.C. §§ 4151 et. seq., as amended, Title V of the Rehabilitation Act of 1973, 29 U.S.C. §§ 790 et. seq., the Minimum Guidelines and Requirements for Accessible Design, 36 C.F.R. Part 1190, the Uniform Federal Accessibility Standards, and Title 24 of the California Code of Regulations, as the same may be amended from time to time, or any similar or successor laws, ordinances and regulations, now or hereafter adopted.

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

Annual Determination Date has the meaning specified in Section 4.3(a).

Capital Improvement Items means (i) all actual documented costs, expenses, liabilities and expenditures for improvements made to the Coliseum Property pursuant to Sections 11.1 and 11.2 that would be treated as capital expenditures under generally accepted accounting principles consistently applied (***"GAAP"***), including any that are funded by the ticket surcharge referred to in Section 4.3(f), by donations, or by contributions or work performed by an NFL team pursuant to Section 6.3(b), or by the NCAA, PAC-12, U.S. Olympic Committee, Special Olympics or other comparable entities and also including associated commercially reasonable general and administrative expenses of Tenant in connection with the construction of improvements (but not general operating expenses), (ii) the amount of the capital expenditure reserve described in Section 11.3, and (iii) a return on the Outstanding CapEx Balance as it exists from time to time at the Internal Lending Rate as it exists from time to time. Capital Improvement Items shall not include any costs, expenses, liabilities or expenditures (a) funded through government grants or other governmental funding, (b) reimbursed or otherwise covered by rebates, discounts, warranties or insurance proceeds (including self-insurance), or (c) funded by subtenants, concessionaires or licensees (other than the NFL, NCAA, PAC-12, U.S. Olympic Committee, Special Olympics or other comparable entities). Tenant shall be deemed to have been reimbursed for Capital Improvement Items that would have been covered by the insurance required to be carried by Tenant under this Agreement if Tenant breaches its obligation to carry such insurance, or if Tenant fails to diligently pursue any claim for insurance proceeds from its insurance carrier.

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 Lease means the Lease dated January 3, 1956 between the District and Landlord for the Coliseum Property, as amended prior to the Effective Date or hereafter amended pursuant to an amendment permitted under the Agreement, as amended by this Amendment.

Coliseum Property means the real property depicted on Exhibit A attached hereto.

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, including the cancellation of any contracted event at the Coliseum, 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 15.2.

Commission Event Period has the meaning set forth in Section 6.1.

Commission Events has the meaning set forth in Section 6.1.

Contractors has the meaning set forth in Section 15.1(f).

"CPI" means the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics (Los Angeles, Riverside, Orange County, All Urban Consumers, All Items), or if such index is no longer published, a successor or substitute index designated by Landlord, published by a governmental agency and reflecting changes in consumer prices in the greater Los Angeles area.

Cumulative Calculated Amount, when determined as of any date, means an amount, which may be either positive or negative, equal to "**a**" minus "**b**" minus "**c**" where (i) "**a**" is equal to the cumulative Operating Receipts of Tenant that are attributable to the period beginning on the Commencement Date and ending on the Annual Determination Date; (ii) "**b**" is equal to the sum of all Offsetting Items that are attributable to the period beginning on the Commencement Date and ending on the Annual Determination Date; and (iii) "**c**" is equal to all Capital Improvement Items that were recognized by Tenant (in accordance with GAAP) during the period beginning on the Commencement Date and ending on the Annual Determination Date. Notwithstanding any contrary provision hereof, in no event shall any cost, expense, expenditure or other amount be counted on a duplicative basis as both an Offsetting Item and a Capital Improvement Item.

Damage has the meaning set forth in Section 16.6.

Damage Estimate has the meaning set forth in Section 16.6.

Default Rate means the lesser of (i) the prime or reference rate announced from time to time by Bank of America, N.A. or it 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.

Direct Lease has the meaning set forth in Section 3.5.

District means the State of California Sixth District Agricultural Association (also known as the California Science Center).

District/Commission Term Sheet has the meaning set forth in Section 2.3.

District Leases means the Coliseum Lease and the Sports Arena Lease.

District Leases Amendments has the meaning set forth in Section 2.3.

Events has the meaning set forth in Section 5.1.

Excluded Receipts means (i) insurance proceeds other than insurance proceeds that are in amount equal to, and payable for, a loss that has previously been recognized in any prior calculation of the Cumulative Calculated Amount, (ii) proceeds of condemnation, inverse condemnation or other exercise of any power of eminent domain or similar power; (iii) receipts attributable to any breach of this Agreement by Landlord or breach of any other obligation of Landlord to Tenant; (iv) donations of any kind, except as provided in Sections 9.2(c) – (e), (v) proceeds of the sale of naming rights that are excluded from Operating Receipts pursuant to Sections 9.2(c) – (e) or 9.3; (vi) proceeds from the sale of signage that are excluded from Operating Receipts pursuant to Article 8; (vii) proceeds of any ticket surcharge imposed by Tenant that is used to fund Capital Improvement Items, to the extent excluded from Operating Receipts pursuant to Section 4.3(f); and (viii) capital improvement funds contributed by an NFL Team to the extent excluded from Operating Receipts as Excluded Receipts pursuant to Section 6.3(b).

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.

Extension Options has the meaning set forth in Section 3.2.

Extension Term or Extension Terms has the meaning set forth in Section 3.2.

Force Majeure Event means an event described in Section 16.5.

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

Internal Lending Rate means, as of any date of determination, the internal rate of interest charged from time to time by Tenant to Tenant's schools and departments, which internal rate of interest as of the Effective Date is currently six percent (6%) per annum. Tenant agrees to continue to calculate the Internal Lending Rate in substantially the same manner as it does as of the Effective Date. Tenant shall notify Landlord in writing upon any change in the Internal Lending Rate.

Joint Powers Agreement means the Amended and Restated Los Angeles Memorial Coliseum Management Agreement dated November 9, 1976 (as amended), by and among the City of Los Angeles, County of Los Angeles and District.

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

Landlord Operating Costs has the meaning set forth in Section 4.2(a).

Landlord Parties has the meaning set forth in Section 2.5.

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.

Leased Property means the Coliseum Property and the Sports Arena Property.

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 the Agreement.

Liabilities has the meaning set forth in Section 16.4(b).

NCAA means the National Collegiate Athletic Association.

NDA means the Non-Disturbance Agreement executed and delivered by District, Landlord and Tenant concurrently or substantially concurrently with the execution and delivery of this Agreement.

NFL has the meaning set forth in Section 6.2.

NFL Agreement has the meaning set forth in Section 6.3.

Offsetting Items means all actual documented costs, expenses, liabilities, commercially reasonable maintenance and repair reserves, and expenditures properly booked for accounting purposes, including commercially reasonable general and administrative costs and expenses, and all sums paid by Tenant pursuant to Sections 4.1, 4.2, and 4.4, incurred by Tenant in connection with the operation of the Coliseum Property and the Owned Property that are not reimbursed by subtenants, concessionaires or licensees (not including Tenant's athletics department except as noted below), or by insurance or self-insurance. For purposes of determining Offsetting Items, (a) Offsetting Items shall not include any costs, expenses or expenditures incurred in connection with the generation of donations, except for the salaries and benefits of no more than two (2) development officers, whose combined salaries and benefits shall not exceed the total sum of $300,000 per year, as such sum may be escalated during the Term in accordance with Tenant's typical salary increases for development officers; (b) Tenant shall be deemed to have been reimbursed for Offsetting Items that would have been covered by the insurance required to be carried by Tenant under this Agreement if Tenant breaches its obligation to carry such insurance, or if Tenant fails to diligently pursue any claim for insurance

proceeds from its insurance carrier; (c) Tenant's athletics department shall be deemed to reimburse Tenant for costs, expenses and expenditures that are typically required to be reimbursed by, or are typically the responsibility of, a college football team tenant under a stadium lease arrangement on prevailing fair market terms; and (d) Offsetting Items shall also include costs incurred in connection with the operation of any parking areas on the Sports Arena Property that are used for Events at the Coliseum, to the extent that such costs pertain or are reasonably allocated to the use of such parking areas for such purpose. Offsetting Items shall be calculated on an accrual basis in accordance with GAAP.

Operating Receipts means cash and cash equivalents (assets readily convertible into cash) that are received by Tenant as a result of its operation of the Coliseum Property and the Owned Property, including (without limitation) those representing (a) rental receipts (but in the case of USC Home Football Games or other athletic events for Tenant's collegiate teams, limited to a market percentage of gate receipts (and subject to the Ticket Price Exclusions described below), which the parties acknowledge are typically eight percent (8%) for college football games as of the Commencement Date); (b) proceeds of the sale of naming rights (subject to the limitations set forth in Section 9.2 and 9.3); (c) any imputed rent from an NFL team calculated pursuant to Section 6.3(b); (d) signage, concessions, filming and other operations; and (e) proceeds of any ticket surcharge imposed by Tenant that are not Excluded Receipts. Operating Receipts shall also include revenues received by Tenant from the operation of parking areas located on the Sports Arena Property for Events at the Coliseum. Operating Receipts shall be calculated on an accrual basis in accordance with GAAP. Notwithstanding the foregoing, (a) Operating Receipts shall not include donations or sums received for Capital Improvement Items by the NFL (subject to Section 6.3(b)). Additionally, with respect to the Commercial Value Equivalent of other donations and any commercial naming rights revenues that Tenant designates are to be used for Capital Improvement Items, inclusion of such Commercial Value Equivalent and other revenues in Operating Receipts shall be deferred for a period of three (3) years from the date of receipt; provided that as of the third (3rd) anniversary of the date of receipt, Tenant shall include in the Operating Receipts for the then-current year all Commercial Value Equivalent and other receipts that have been deferred pursuant to this sentence.

Other Property has the meaning set forth in Section 2.2.

Outstanding CapEx Balance means, at any date of determination, an amount equal to the excess, if any, of (x) Capital Improvement Items, over (y) the cumulative Operating Receipts less the cumulative Offsetting Items.

Owned Property means the freeway sign and associated real property along the 110 Freeway located at 3843 Grand Avenue, Los Angeles, as depicted on Exhibit C attached hereto.

Pac-12 means the Pac-12 Conference, or its successor.

Parking Lot Property means the real property located in the vicinity of the Leased Property consisting of three parcels in "Parking Lot 1" in Exposition Park, and one parcel in "Parking Lot 3," a portion of which is located in Jesse Brewer Park, as depicted on Exhibit D attached hereto.

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.

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, the NCAA, the Pac-12, or other organizations, whether or not legal entities, and all Governmental Authorities.

Premises means the Leased Property, the Owned Property and the Parking Lot Property; provided, however, that the Premises shall exclude the Parking Lot Property at such time as the Parking Lot Property is removed from the Premises pursuant to Section 2.6.

Prior Agreement means the Agreement, prior to this Amendment.

Public Interest Event means a cultural, educational, religious, political, social, demonstration or similar Event for which tickets are not sold (except to cover the cost of the Event or for the benefit of the particular charitable purpose for which the Event is held) and the Coliseum is not otherwise made available for commercial exploitation from the sale of merchandise and novelties, the earning of broadcast revenues, the placement of advertising, the marketing of sponsorships, or the receipt of other streams of revenue customarily earned at commercial Events at the Coliseum (except to cover the cost of the Event or for the benefit of the particular charitable purpose for which the Event is held).

Sports Arena means the Los Angeles Memorial Sports Arena or any replacement thereof.

Sports Arena Lease means the Sports Arena Agreement, Lease and Easement dated January 3, 1956 between the District and Commission for the Sports Arena Property, as amended prior to the Effective Date or hereafter amended pursuant to an amendment permitted under the Agreement, as amended by this Amendment.

Sports Arena Property means the real property depicted on Exhibit B attached hereto.

Temporary Signage means any sign, exhibit, display or other visual image on, in or at the Coliseum that (A) (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 Coliseum 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 involve the application of paint, coloring, shading, powdering or any other substance directly to the improvements or fixtures that are part of the Coliseum, (iv) 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, and (v) is not on-field advertising; (B) constitutes the digital content of any scoreboard, video board or

other signage within the Coliseum displayed on the day of an Event; or (C) constitutes the digital content of any other sign, exhibit, display or other visual image, except for the digital content of a sign, exhibit, display or other visual image permanently affixed to the improvements or fixtures at the Coliseum where the digital content constitutes advertising of only the products of a single sponsor or single lessee of such sign, exhibit, display or visual image that is placed on a long-term, and not event-by-event, basis.

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

Term has the meaning set forth in Section 3.1.

Ticket Price Exclusions means the following: (a) the face value of complimentary tickets, (b) any amounts received from the sale of student tickets to Tenant's bona fide students or their spouses/domestic partners or the sale of faculty or staff cards or tickets to members of Tenant's faculty or staff or their spouses/domestic partners, entitling the holder to admission to a USC Home Football Game, if and while he or she is a bona fide student or the spouse/domestic partner of a bona fide student or member of the faculty or staff or the spouse/domestic partner of a member of the faculty or staff ("***Student/Staff Tickets***"); provided that if the total of complimentary tickets (excluding complimentary ticket provided to Landlord) and Student/Staff Tickets exceeds twenty percent (20%) of the total tickets sold to the public for a USC Home Football Game, then the product of such excess number of such tickets multiplied by the average ticket price for such USC Home Football Game shall be included in the calculation of the total revenue from ticket sales for such USC Home Football Game for the purpose of determining the market percentage of gate receipts that will be included in Operating Receipts; and (iii) that part of each amount collected from ticket purchasers which Tenant is required to exact in the capacity of a collection agent, in effect, for any taxing authority as an admission or other tax.

Trojan Football Team means the varsity football team of the University of Southern California.

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.

EXHIBIT A
COLISEUM PROPERTY

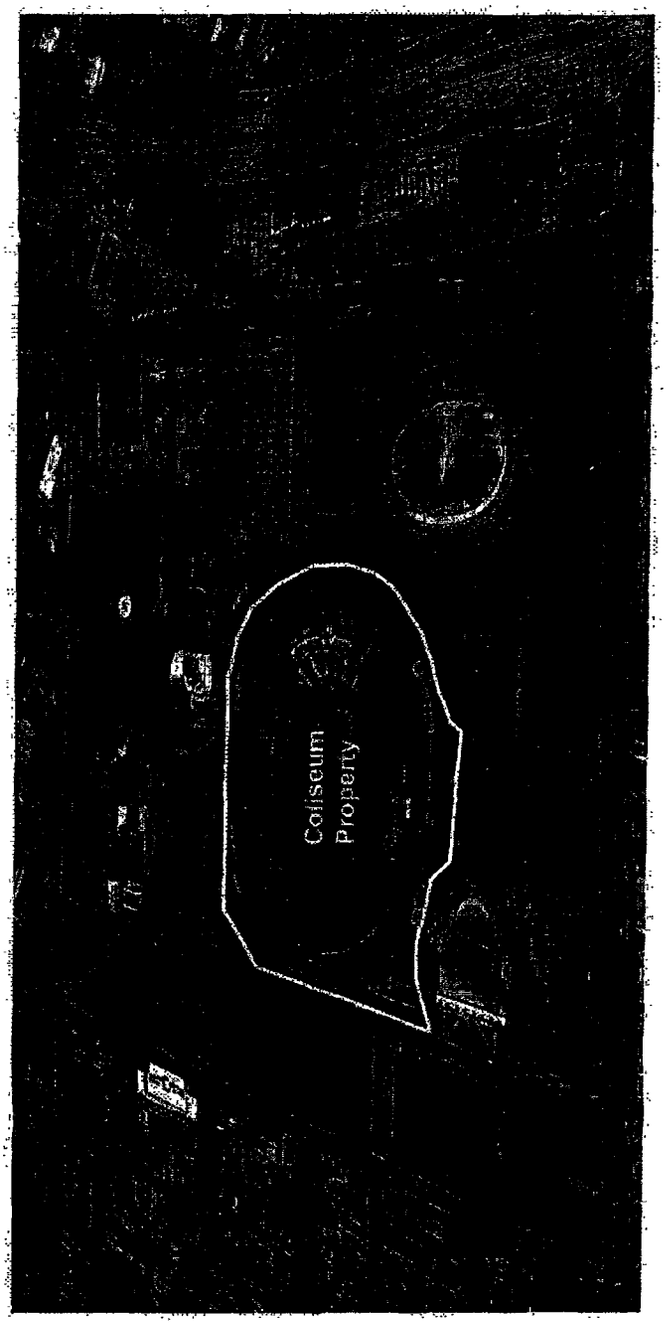


EXHIBIT B
SPORTS ARENA PROPERTY

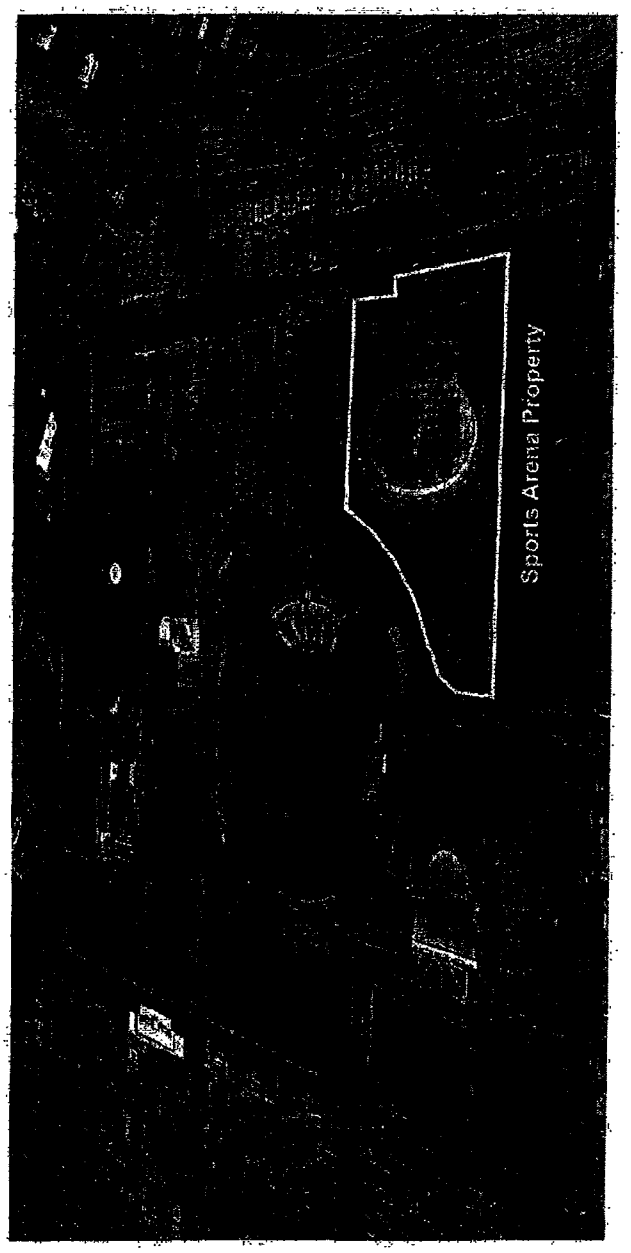


EXHIBIT C

OWNED PROPERTY

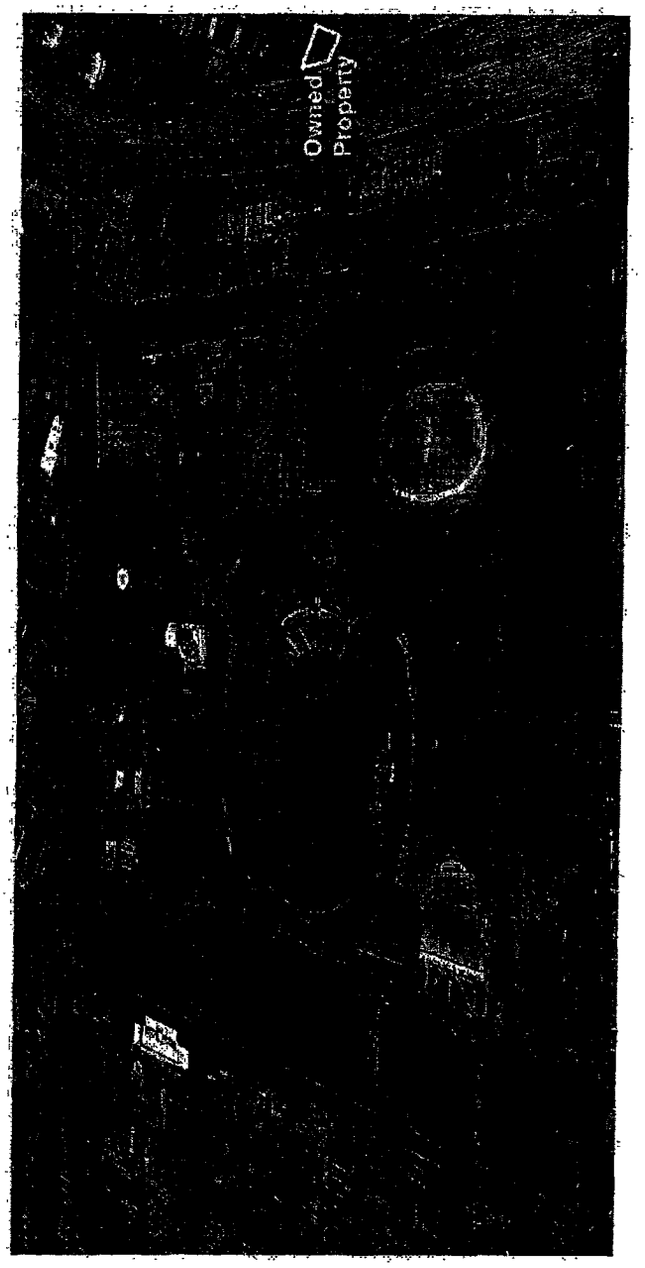
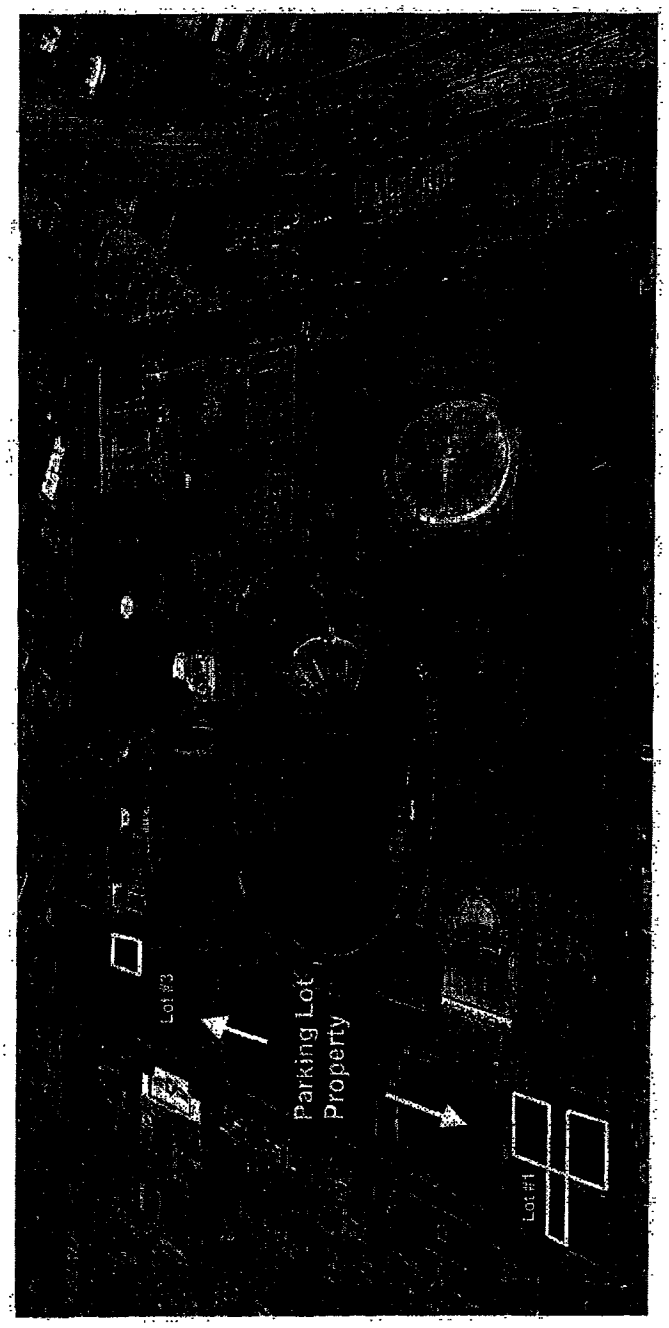


EXHIBIT D

PARKING LOT
PROPERTY



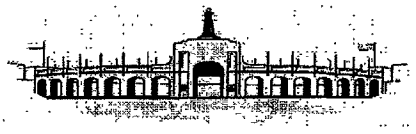
SCHEDULE 2.2-1

OTHER PROPERTY

Intangible Property:

Trademarks and Servicemarks as follows:

- "Los Angeles Memorial Coliseum"
- "The Coliseum"
- "Los Angeles Coliseum"
- "L.A. Coliseum"
- "LA Coliseum"
- "Los Angeles Memorial Sports Arena"
- "Los Angeles Sports Arena"
- "LA Sports Arena"
- "L.A. Sports Arena"
- The stylized/design mark:



- Variations of any of the above marks that impart association with and/or origin from the Landlord in provision of services and goods

and

- Combined marks of the above.

Plans, Specifications, Permits and Warranties, including without limitation:

- Plans and specifications for improvements
- Property maps
- Governmental permits and approvals, including food service permits
- Third party warranties pertaining to the Premises

Licenses, including without limitation:

- Communications licenses-telecommunications, cell, two way radio, radio frequencies
- Utilities licenses, including water, natural gas, electricity, internet, wireless communication, waste water, environmental.
- Occupancy permits-certificate of occupancy, crowd capacities, and any variances which have been issued.

- Certifications from any other governmental agency related to operations or occupancy, such as, Federal Aviation Agency, earthquake certifications, etc.

Appliances, Equipment, Furnishings and other Tangible Personal Property, including without limitation:

- **Permanent Equipment** - All permanent equipment, to include all spare parts, operating manuals, and any maintenance agreements which are in effect or have expired regarding such equipment, including those related to:
    - Public address
    - Video display or messaging
    - Communications-to include telephonic, two way radio and transmission, wiring, fiber
    - Utility-electrical, plumbing, waste water, water
    - Lighting and lighting control
    - Air conditioning, heating

- **Moveable Equipment** - All moveable equipment and furniture, fixtures and equipment, to include all spare parts, operating manuals, and any maintenance agreements which are in effect or have expired regarding such equipment.
    - Office Furniture-including office equipment.
    - Ground maintenance-turf related and all tools
    - Computers, printers, scanners, computer wiring
    - Telecommunications instruments and connectivity equipment
    - Two way radios
    - Material handling-forklifts, pallet jacks, dollies, racks
    - Sport specific
    - Vehicles
    - Security and traffic devices-stanchions, wands, magnetometers, barricades, uniforms
    - Tables, chairs, staging, dollies

- **Food Service Equipment** - including without limitation:
    - Tents, counters, tables used to create food service spaces.
    - Food preparation equipment
    - Food storage equipment-hot and cold
    - Shelves, racks, furniture
    - Vehicles
    - Office equipment-to include furnishings, computers, telecommunications
    - Money handling devices
    - Uniforms
    - Two-way radios

Documents Related to Events, including without limitation:

- Signed event contracts
- Work orders; operations plans
- Event layouts, drawings
- Billing documents and billing details

Contracts, including without limitation:

- All contracts, leases and other agreements relating to the operation of the Coliseum and Sports Arena.
- All agreements with regard to responsibilities or limitations related to other Exposition Park tenants, including parking, security, safety, etc.

Notwithstanding any contrary provision of the Agreement or this Schedule 2.2-1, Landlord's lease of the items listed in this Schedule 2.2-1 shall (a) be limited to the extent of Landlord's right to lease such item, (b) be limited to Landlord's interest in such item, (c) exclude any of Landlord's records regarding the Premises (other than those listed in this exhibit), so long as Tenant has reasonable access to and the right to copy all non-confidential, non-privileged records, and (d) be subject to the reservation by Landlord of the right to use such item as reasonably necessary in connection with the exercise of any of Landlord's rights under this Agreement.

A detailed schedule of items included in Other Property follows.

Los Angeles Coliseum and Sports Arena

Personal Property

Asset Type	Qty	description	Model Number
Arena equipment	1	Basketball Floor (USED)	
Arena equipment	2	Basketball Hoops	
Arena equipment	1	East Riser	
Arena equipment	1	Hocker Dasher System (Plexiglass)	
Arena equipment	1	North Riser	
Arena equipment	1	South Riser	
Arena equipment	1	Stage 40' x 60'	
Arena equipment	1	West Riser	
ATM equipment	8	ATM Tranax	HS-1420
ATM equipment	4	ATM Triton	9600
Audio	1	Acer monitor	P191w
Audio	1	Altec Lansing	1590C
Audio	36	Arena JBL speakers hanging in bowl	
Audio	1	Audio Digital Industrial Digital Processor	ADD-3
Audio	1	Audio System- commission office	
Audio	1	DBX Crossover 234	
Audio	1	DBX Drive Rack Equalizer	DBX481
Audio	1	Digital Cart Hard Disk System	HD102
Audio	1	Digital Cart Random Access Digital Audio Recorder	90-122ADC
Audio	1	FM Transmitter	#EPAT35
Audio	1	G2 VIM-1808 LIGHTVIPER	VIM-1808
Audio	10	High range boxes	
Audio	1	HP Pavilion Slimline Computer	s3521p
Audio	16	JBL Speaker	4580A
Audio	2	Light Viper Fiber Converters (Load 16 & Audio Room)	
Audio	1	Mackie DFX-6 Sound Mixer Board (video room)	DFX-6
Audio	1	memorex hdmi dvd player	MVD2047BLK
Audio	1	Meyer speakers in cabinets @ Coliseum	
Audio	2	Mid range Boxes	
Audio	1	Midas Venice Sound/Mixer Board (arena)	Venice 320
Audio	1	Panasonic Hi-Power Amp WA-750	WA-750
Audio	4	QSC Amps	CX1102
Audio	11	Ramsa Low Range Speakers	215
Audio	30	Ramsa Power Amplifiers	WP-9210
Audio	2	Rane Graphic Equalizer	GQ15
Audio	3	Roll Distribution Amplifier, Pro Plus	RA-163
Audio	1	RTS TW intercom system 1x5 splitter	TWSW
Audio	2	Servo-Balanced Distribution Amplifier	#130A
Audio	1	Sony Digital Servo System	CDP-261
Audio	1	Sony Servo Stabilizer Circuit	CDP-291
Audio	1	Stewart Four Channel Long Mixer	LM-4M
Audio	1	Subwoofer Boxes	78001-15
Audio	1	TOA Electric Amplifier	A-906
Audio	1	UREI Graphic Equalizer	583
Audio	1	UREI One Third Octave Equalizer	587
Audio	1	white V-tech cordless phone	

Los Angeles Coliseum and Sports Arena

Personal Property

Asset Type	Qty	description	Model Number
Audio	1	Yamaha 16 channel Ethernet I/O Card RJ45	AVY16-ES100
Audio	1	Yamaha ls-9-16 Digital Mixing Console + Ethernet card	LS9-16
Audio	1	YAMAHA stage box SB168-ES	
Card	1	R15-500	D02CA5NE211190
Card Receiver	1	Direct TV D11	0017-0791-1317
Card Receiver	1	Direct TV D12	0022-1558-3796
Card Receiver	3	Direct TV H20	0018-3776-4388
Card Receiver	4	Direct TV H21	0024-3662-9079
Card Receiver	2	Direct TV H24-700	0024-9731-4415
Card Receiver	2	Direct TV HR22-100	0019-0815-7819
Card Receiver	1	Direct TV HR24-500	0029-9725-0135
Computer	2	ACER	M1000
Computer	1	Black Generic CPU Tower	AWRDACPI
Computer	8	COMPAQ	GQ3151
Computer	2	Dell	Vostro 470
Computer	8	E-MACHINE	T5082
Computer	2	Gateway	Xin Con
Computer	7	GENERIC PC	GENERIC
Computer	1	HP PAVILION	M8000
Computer	1	LENOVO	969DA12
Computer	1	LENOVO	7752-
Credit Card Machines	29	Omni 3750	LK771250
equipment	7	Adding machine	
equipment	1	aeolus ais system over door	
equipment	1	aero hot waterless food warmer	Model# E303-25
equipment	2	alto shaam 3 level warmer	M#500-3DN
equipment	1	alto shaam cooking oven	M#ASC-4E
equipment	2	alto shaam deep fryers	M#ASF-60E
equipment	2	alto shaam hald head 4 wheel warmer	M#ED25YS-72/25
equipment	5	alto shaam hot dog cooker	
equipment	47	alto shaam warmer	1000 UP/VSI
equipment	1	Barricades	
equipment	1	BBQ - Gourment	
equipment	1	berkel inc. food processing machine	Model# 8.18
equipment	1	Big Grey Safe	
equipment	1	Bunns kraft foods coffee maker	Model#VPS black 04275-0013
equipment	1	Burnisher/Buffer, TomCat	
equipment	5	Calculator - Canon	MP11DX
equipment	3	Calculator - Casio	HR-150LA
equipment	4	Calculator - Sharp	EL2630GII
equipment	1	Calculator - Texas Instruments	TI5680
equipment	2	Canon Adding Machine	DL-270A-B
equipment	4	captive air system	M#5412SNO-2
equipment	1	carpet cleaning equipment	2200
equipment	8	chaffers complete	

Los Angeles Coliseum and Sports Arena

Personal Property

Asset Type	Qty	description	Model Number
equipment	3	Cleveland steam cooker	Model#21CET8
equipment	42	coffee cambros	
equipment	22	coffee pump	
equipment	1	coffee urn	
equipment	1	Coin Counter	
equipment	1	Coliseum Network	
equipment	1	Commission Tent	
equipment	1	concert barricade	
equipment	1	cooler	M#MT45
equipment	3	cooler beverage air	M#MT45
equipment	4	cres cor food box	Model#100-1821
equipment	3	Currency Counter- AccuBanker	AB1100MG/UV
equipment	6	Currency Counter- Brandt	R58845
equipment	1	Currency Counter- Cummings	406970200
equipment	1	Currency Counters- Glory	SS-118
equipment	4	Currency Counters- Hedman	P929
equipment	4	curtain air system above door	M#CFD-TQ-2-36-1-A
equipment	2	delfield food warmer under grill	
equipment	2	delfield freezer	M#FIFL
equipment	1	double montague oven stand up on wheels	
equipment	6	ember glo warmer	M#ES5M
equipment	1	espresso roast maker	
equipment	2	fetco coffee dispensers	
equipment	21	fetco coffee maker	CBS-81PAP
equipment	1	filter magic frymaster deep fryer	HWEZFWM-24C
equipment	1	food warmer 3 compartment	
equipment	9	fridge mini	
equipment	2	fry master 2 bin deep fryer	012784
equipment	2	garland grill	
equipment	1	hatco 24-7 warmer	M#GR2SDH-24D
equipment	8	hatco GLO-ray food warmer	M#GRFSCL-18
equipment	2	hobart hot dog cooker	M#CN90
equipment	1	Hoffman Food Box	
equipment	14	hot dog warmer	200CT
equipment	2	hot food box inc. warmer	Model# C12
Equipment	1	HP Laser Jet Fax	3050
equipment	2	keg coolers with 2 dispenser	
equipment	1	kenmore clothes dryer	M#KEYS850LQJ
equipment	1	kitchen aid clothes washer	
equipment	1	kitchen clothes dryer 80 series	M#268867290
equipment	1	Major Safe	
equipment	1	manitowac ice maker	M#B140048
equipment	1	Marketforge Gas Oven Steamer	
equipment	5	mccall refrigeration units	Model# RP-15-16-EN
equipment	4	merco slide warmer	M#311034
equipment	3	metro c5 warmer	M#C569-NFS-UA

Los Angeles Coliseum and Sports Arena

Personal Property

Asset Type	Qty	description	Model Number
equipment	1	montague grizzley 6 range stove and oven	
equipment	1	montague grizzly grill and 2 ovens	
equipment	1	Motorola Radius REPEATER	GR1225
equipment	2	nacho cheese and chip warmers	M#5580BVL
equipment	1	pallet jack	
equipment	77	popcorn warmer	100 PC
equipment	1	Portable PA System Powered	Anchor
equipment	1	Portable PA System Unpowered	Anchor
equipment	1	pressure washer strero company	Model# SDRA
equipment	1	Pressure washer with trailer	
equipment	1	radarange microwave	Model# RCS 700
equipment	1	Recruits Tent	
equipment	3	refrigerator	
equipment	1	Scrubber- Arena	5000PN
equipment	5	servolift food warmer and storage unit	
equipment	40	slide warmer	GRSD8-30D
equipment	1	smart chef cooler above door	
equipment	1	snorkler wolf grill and oven	
equipment	1	Sports Arena Network	
equipment	1	ss 300 garbage disposal	Model# SS-300-25
equipment	1	steam cooker	
equipment	2	super diggity roller grill	M#8225
equipment	3	Taylor Dunn Standup Cart	M# HB55DZGE
equipment	4	Texas Instruments Calculator	
equipment	1	travisen refrigerator	M#G20010
equipment	1	true industrial freezer	M#T-72 F
equipment	1	true industrial refrigerator	M#T-72
equipment	1	true manufacturing co. refrigerator	M#TSSU-36-12M-B
equipment	1	true manufacturing refrigerator	M# TSSU-36-12M-B
equipment	2	true ultra max grill	
equipment	3	ventilation system	Model# 10A-126
equipment	15	vulcan hot dog cooker	VC4ED
equipment	7	water cooler	
equipment	95	wells 2 drawer warmer	RW-26-1D
equipment	30	wells counter top warmer	MOD-100D
equipment	8	wells food warmer	RW-2HD
Equipment	2	X-Blade	
Field equipment	1	aerator* Toro Deep tine	
Field equipment	12	Benches Football (12)	
Field equipment	5	Benches Soccer (5)	
Field equipment	1	Bluebird - Verticuter	
Field equipment	1	Bucket Loader/Tractor- Case	
Field equipment	1	Chemical Sprayer/Trailer 80 Gallon	
Field equipment	1	Field Cover/Enkamat	
Field equipment	1	Field Marking Stencils	
Field equipment	3	Field Striper 3 wheel	

Los Angeles Coliseum and Sports Arena

Personal Property

Asset Type	Qty	description	Model Number
Field equipment	1	Field Striper 4 wheel	
Field equipment	1	Field Sweeper Toro	
Field equipment	2	Football Uprights (2)	
Field equipment	1	Lawnmower Jacobsen	Tr3 26 reel
Field equipment	1	Lawnmower Toro Tri-plex	
Field equipment	3	Painting rigs	
Field equipment	2	Players Area Covering (2)	
Field equipment	3	Rain Tarps Field (3)	
Field equipment	1	Sand/seed Spreader trailer	
Field equipment	2	Soccer Goals (2 FIFA)	
Field equipment	1	Toro Lawnmover	PH-XT675-3012
Field equipment	1	Tractor John Deere	
fixture	1	2 shelf storage rack	
fixture	15	3 shelf storage rack	
fixture	1	3 tier fruit display	
fixture	49	4 shelf storage rack	
fixture	2	4 wheel dollies	
fixture	8	4 wheel serving tables alum	
fixture	2	4 wheel snack racks	
fixture	2	4 wheel true man.co 2 leave warmers	
fixture	2	6 foot salad bars with sneeze guard	
fixture	1	always can storage rack	
fixture	2	black 4 wheel containers	
fixture	1	black salad bin	
fixture	9	bread racks	
fixture	2	bread storage racks	
fixture	24	bus tubs	
fixture	5	chaffers complete	
fixture	23	chaffers square	
fixture	30	chip rack	
fixture	1	curtis coffee brewer	MBRU600
fixture	20	cutting boards	
fixture	4	deep fryer baskets	
fixture	193	floor rack	
fixture	39	fruit bins for bar	
fixture	15	fry baskets	
fixture	1	gold medal products	
fixture	6	horse troughs	
fixture	55	keg rack	
fixture	3	laundry bins	
fixture	6	liquor cages with wheels	
fixture	10	margarita shakers for bar	
fixture	26	napkin holders for bar	
fixture	7	round chaffers	
fixture	2	salad bins	
fixture	2	sheet pan racks	

Los Angeles Coliseum and Sports Arena

Personal Property

Asset Type	Qty	description	Model Number
fixture	7	snack racks	
fixture	8	snack racks 4 wheels	
fixture	4	soup kettles	
fixture	1	storage rack with 3 shelves	
fixture	2	strainers	
furniture	2	10 foot prep tables	
furniture	1	2 foot alum prep table	
furniture	27	3 foot alum prep table	
furniture	8	4 foot alum table	
furniture	15	5 foot alum prep table	
furniture	1	5 foot office desk	
furniture	1	5 foot plastic table	
furniture	28	6 foot alum prep table	
furniture	4	6 foot wood table	
furniture	11	8 foot alum prep tables	
furniture	1	8 foot wood table	
furniture	1	American Flag	
furniture	9	arm chairs	
furniture	18	Bookshelf	
furniture	1	Built in Desk/Cabinet	
furniture	1	California Flag	
furniture	6	Chair- Big Leather	
furniture	49	Chair- Office	
furniture	118	Chairs- Black USC	
furniture	180?	Chairs- Burgundy Upholstery	
furniture	12	Chairs- Commission Leather	
furniture	4000	Chairs Red Clarins	
furniture	2	coffee table	
furniture	2	computer desk	
furniture	20	conference chairs	
furniture	5	conference table	
furniture	1	Conference Table (8-ball Floor)	
furniture	1	Conference Table (Glass Top)	
furniture	39	Desk	
furniture	2	dining chairs	
furniture	2	Directors Chairs	
furniture	4	display cases	
furniture	4	easel	
furniture	1	entry table	
furniture	1	extension table	
furniture	49	file cabinets	
furniture	3	fire rated file cabinets	
furniture	1	folding table	
furniture	1	folding table	
furniture	7	Lockable shelf	
furniture	1	mirror	

Los Angeles Coliseum and Sports Arena

Personal Property

Asset Type	Qty	description	Model Number
furniture	5	open shelves	
furniture	1	paper storage cabinet	
furniture	1	plastic 6 foot table	
furniture	44	racks	
furniture	1	reception desk	
furniture	46	Side chair	
furniture	5	side table	
furniture	6	sideboard	
furniture	6	sideboard and hutch	
furniture	6	sofa	
furniture	5	stacking chairs	
furniture	50	Stand-Up Cocktail Tables	
furniture	1	table for radios	
furniture	1	table small	
furniture		Tables	
furniture	2	tables	
furniture	5	ticket sales chairs	
furniture	2	Waiting Room chair	
furniture	3	Waiting Room Sofa/chair	
Laptop	10	IT PC 1 to 10	TOSHIBA
Monitor	15	Acer	X243W
Monitor	1	APEX CRT	AT2102
Monitor	1	Compaq	FV247A
Monitor	2	Dell	E2210F
Monitor	1	Fuji	FP-988D
Monitor	5	Hanns G	
Monitor	2	HP	HPIP17
Monitor	1	KDS USA CRT	786N
Monitor	1	MAG	900P
Monitor	1	MEGA VISION	MV173
Monitor	1	Pioneer	VSX-519V-K
Monitor	4	Samsung	731B
Monitor	7	View Sonic	VS11446
network	2	AP Cisco	1130 AG
network	1	Copper Extender Enable IT	800
network	1	Copper Extender Paton	2157
network	5	Fiber Converter	
network	18	Fiber Converter Aaxeon	
network	8	Fiber Converter Trend Net	
network	2	PC/Pfsense	
network	4	PC/SERVER	
network	2	Router Cisco	1700
network	2	Router Xincom	XC-DPG503
network	1	Switch Cisco	
network	11	Switch CTC	
network	6	Switch D-Link	DGS-1224T

Los Angeles Colliseum and Sports Arena

Personal Property

Asset Type	Qty	Description	Model Number
network	1	Switch Netgear	FS116
POS equipment	77	Cash Drawers	
POS equipment	77	Point of Sale PC	CT-150
POS equipment	77	Point of Sale Printer	TM200
Primary Card	1	Hughes Hird 92	B254448368D4
Printer	1	Brother Laser	hl-5140
Printer	1	Brother MFC	7360n
Printer	2	Cannon Image Runner	3300
Printer	1	Epson	FX-2180
Printer	1	Epson Stylus	c82 Dura Brite ink
Printer	1	Hp Color Laser Jet	cm1312 nfi mfp
Printer	1	Hp Color Laser Jet	CP2025
Printer	1	Hp Desk Jet	5650
Printer	2	Hp Laser Jet	1006
Printer	5	Hp Laser Jet	1012
Printer	10	Hp Laser Jet	1020
Printer	5	Hp Laser Jet	3050
Printer	1	Hp Laser Jet	m1319f mfp
Printer	2	HP Laser Jet	P1006n
Printer	1	Hp Laser Jet	P1102W
Printer	3	Hp Laser Jet	P2035n
Printer	1	HP Laser Jet	x203H
Printer	1	HP Laser Jet	
Printer	1	Hp Laser Jet	m1522 nf
Projector	1	Epson Projector	EMP-S1H
radio	24	Motorola Radio	CP200
radio	121	Motorola Radio	P1225
radio	4	Motorola Radio Mobile Base Stations	M1225
radio	1	Motorola Repeater	GR1225
radio	1	Motorola Repeater	GR1225
radio	4	Pro Series Radio	CP240
radio	1	Pro Series Radio	CP260
radio	6	RCA Radio	BR950
radio	2	RCA Radio	BR850
radio	2	RCA Radio	BR250
Receiver Card	1	Direct TV H10	0001-6734-7160
Server	1	PC 1 (Payroll)	
Server	1	PC 3 (Arena2)	
Spotlight	1	Strong Arc Lamp	93000-3
Spotlight	1	Strong Arc Lamp	93000-3
Spotlight	10	Strong Electric/Simplex Super 80	47061-01
Spotlight	10	Strong Xenon Power Supply	628000-8
Telco	7	Analog Cards	
Telco	5	Analog Cards- Not in Use	
Telco	7	Digital Cards	
Telco	4	Digital Cards- Not in Use	

Los Angeles Coliseum and Sports Arena

Personal Property

Asset Type	Qty	description	Model Number
Telco	1	Message Card	
Telco	8	Mitel Desk Phone	410
Telco	8	Mitel Desk Phone	420
Telco	14	Mitel Desk Phone	430
Telco	2	Mitel Desk Phone	4001
Telco	17	Mitel Desk Phone	4015
Telco	36	Mitel Desk Phone	4025
Telco	2	Mitel Desk Phone	4150
Telco	2	Mitel Phone Switch	
Telco	1	Mitel Phone Switch- Not In Use	
Ticket Scanners	61	1	SPT1846
Ticket Scanners	1	Master	SPT1846
TV	1	13" CRT's	JVC
TV	14	19" Olevia	219-B11
TV	27	22" Supersonic	SC-222A-BK
TV	3	APEX CRT	AT2702
TV	3	Daiwoo	
TV	2	Emerson 42"	DC-P42W-10A
TV	2	Flat Panel TV	
TV	13	Hannspree	HSG10076
TV	1	JVC	
TV	1	Magnavox	
TV	1	Magnavox	
TV	1	Magnavox 13"	
TV	21	Mitsubishi	
TV	2	Mitsubishi 19"	
TV	1	OLEVIA	LT42HVI
TV	2	Olevia	542-B12
TV	2	Olevia	247TFHD
TV	2	Olevia 19"	
TV	5	Pioneer	PDP504CMX
TV	2	Pioneer Flat Panel 50"	PRO111FD
TV	1	Sharp	
TV	17	Super Sonic	
TV	1	Super Sonic 22" TV	SC333ABK
TV	1	Symphonic	
TV	1	Symphonic	
TV	1	Symphonic	
TV	1	Symphonic 19"	
TV	1	Symphonic Super Sonic 13"	
TV	21	Westinghouse 32"	W3223
Video equipment	1	Acer 22"	AL2216W
Video equipment	1	adc audio patch panels 48 slots	
Video equipment	1	adc video patch panels 52 slots	
Video equipment	1	adc video patch panels 52 slots	
Video equipment	1	adc video patch panels 52 slots	

Los Angeles Coliseum and Sports Arena

Personal Property

Asset Type	Qty	description	Model Number
Video equipment	3	aja 10 slot frame 100 watts	AJA-FR2D
Video equipment	3	AJA 4x1 HD/SD-SDI Switcher/DA	VS-41HD
Video equipment	3	AJA FS-1	FS1
Video equipment	10	AJA HD-SDI/SD-SDI Distribution Amp cards	AJA-RH10DA
Video equipment	1	apc back up battery	smt1000rm2u
Video equipment	1	apc back-ups as1500	bx1500lcd
Video equipment	1	apc battery backup x-s	1300
Video equipment	9	Aphex Distribution Amplifiers 120 Amps	
Video equipment	1	aplex interface model	124a
Video equipment	1	apogee electronic	
Video equipment	1	Ash Vale slow motion controller	SM-1
Video equipment	1	Bittree Video Patch Panel 48 slots	
Video equipment	1	Black Magic Design Multibridge Pro	
Video equipment	1	blaze click effects rack computer	
Video equipment	1	Blonder Tongue Labs Bandpass Filter	4414
Video equipment	1	Broadcast Pix CPU	
Video equipment	1	broadcast pix rack	rpc-16x1p-b
Video equipment	1	broadcast pix rack	rpc-16x1p-b
Video equipment	1	broadcast pix rack computer	p32x32hs
Video equipment	1	broadcast pix rack router panel	rpc-16x1p-b
Video equipment	1	broadcast pix rack router panel	rcp-16x1p-b
Video equipment	1	Calibre Scaler PVPRO-HD	
Video equipment	1	canare video patch panel 48 slots	
Video equipment	1	compaq monitor	s1922
Video equipment	1	crossfire click effects rack mount computer	
Video equipment	1	Daktronics All Sport 5000 series control console	5000
Video equipment	1	Daktronics Handheld Gameclock	LL-2283 Rev 3
Video equipment	1	Daktronics Handheld Shot/Playclock	LL-2485 R1
Video equipment	1	Daktronics Switch Interface	LL-2526-1
Video equipment	1	Direct TV Box labeled 'office 7'	
Video equipment	1	d-link gigabit switch 16 port	dgs-10160
Video equipment	1	d-link10/100 fast ethernet switch 16 port	dss-16+
Video equipment	1	Epson Printer	C422A
Video equipment	1	Feral Z Tioye Base Connector	Duel 4:2:2
Video equipment	1	For.Pay Time Base Connector	FA-370
Video equipment	1	For.Pay Time Base Connector	FA-370
Video equipment	1	Grass Valley Group Video Distribution	
Video equipment	1	grass valley group automatic changeover switch	9550a
Video equipment	1	Grass Valley Group M Series	M222D
Video equipment	1	grass valley group sync/colorbar generator sync 1	scb-200n
Video equipment	1	grass valley group sync/colorbar generator sync 2	scb-200n
Video equipment	1	grass valley group video distribution	8500/8800
Video equipment		grass valley group video distribution	8500/8800
Video equipment	1	harris video	vtm-2400
Video equipment	1	Harris Videotek TVM Series	
Video equipment	1	HP Compaq	

Los Angeles Coliseum and Sports Arena

Personal Property

Asset Type	Qty	description	Model Number
Video equipment	2	HP Touchsmart 9100 monitor	9100
Video equipment	2	jbl speaker	
Video equipment	1	Kahuna monitor	
Video equipment	1	Kahuna production rack computer	9648500
Video equipment	1	Kahuna switcher	
Video equipment	1	ktech vsb reference receiver	dvm-100
Video equipment	2	LG Monitor Flat Iron	IPS235
Video equipment	1	Loud Technologies Video Mixer Board 16 Channel	1604-VLZ3
Video equipment	1	Marshall	V-R43P
Video equipment	1	Marshall 4 4" Monitors	V-R44P
Video equipment	1	marshall monitor	v-r151p
Video equipment	1	marshall monitor	V-R82P
Video equipment	2	marshall monitor	V-R1042-IMD-3GTE
Video equipment	1	marshall monitor	V-MVD171XM
Video Equipment	3	marshall monitor 2 screens rack mounted	v-r1042dp-te
Video equipment	1	miranda kaleoido x16	
Video equipment	1	NEOVO monitor 19"	H19
Video equipment	1	NEOVO monitor for click effect	H19
Video equipment	1	netgear 16 port gigabit switch	gs516
Video equipment	1	newtek 3 play 820 rack mount computer	
Video equipment	1	Newtek 3 play desktop hand control	3P00820-CS
Video equipment	2	Olevia 50" TV	Z47-1311
Video equipment	1	Optec Computer	
Video equipment	1	Panasonic Digital Tuner	DMR-EZ28
Video equipment	1	Philips 4 Head Hi-Fi Stereo	DVP305V/37
Video equipment	1	Pico Audio Video Modulator	
Video equipment	1	pioneer dvd	v7400
Video equipment	1	qsc stereo amplifier	mx700
Video equipment	1	Raritan Computer paragon enhanced user station	P2-EUST
Video equipment	1	RTS Systems Power Supply	ps31
Video equipment	10	rts systems user station	mrt327
Video equipment	2	Samsung Monitor for 3 play	syncmaster 2443
Video equipment	1	Samsung Monitor Sync Master	82430
Video equipment	1	Shuttle 16"	X50V2
Video equipment	1	shuttle computer (POS installed)	ss59g
Video equipment	1	Sony Beta Cam VCR	PVW2800
Video equipment	4	Sony CCU Cam	
Video equipment	1	Sony Dynamic Stereo Headphone	MDR-7502
Video equipment	1	Sony HD Camera	HDC1400
Video equipment	1	Sony Monitor	SDM-S75D
Video equipment	1	Sony Monitor	SDM-H595P
Video equipment	1	Soundcraft Sound/Mixer Board FX16ii	FX16ii
Video equipment	1	t.c.electronic	
Video equipment	5	Telex Headset Double Muff	PH2
Video equipment	16	Telex Headset Single Muff	PH88
Video equipment	6	Telex Headset Single Muff	HR1R5

Los Angeles Coliseum and Sports Arena

Personal Property

Asset Type	Qty	description	Model Number
Video equipment	6	Telex rts systems speaker	mcs325
Video equipment	1	Toshiba DVD Player Recorder	DR430
Video equipment	1	True Spec 16 Channel Combiner	CHC-16
Video equipment	1	TruLink 2 Port DVI-D Video Splitter	40357
Video equipment	1	Tunnel Sign Computer Dell	
Video equipment	1	vas group	hd-120sg
Video equipment	2	Video Converter	
Video equipment	1	Viewsonic	SE198WPF
Video equipment	1	VU meter (loudness monitor)	40-a
Video equipment	1	Xpression Cross	
Video equipment	1	yem hdtv ad converter	adc-292m
Web Camera	19	Axis	M3203-V
Web Camera	1	Gateway Computer	DX4840
Web Camera	2	HP Computer	590160-001
Web Camera	15	HTC PDA	PB99210
Web Camera	1	Sony TV	KDL-32BX300
Web Camera	3	TrendNet	TV-IP252P
vehicle	1	1994 Blue Ford F-150	
vehicle	1	2004 White Chevy Silverado	
vehicle	1	2009 White Chevy Silverado*	
vehicle	1	Black Ops Cart	
vehicle	1	Box Office Trailer #1 (28') 9 Windows	
vehicle	1	Box Office Trailer #2 (14') 4 Windows	
vehicle	2	cart Carryall	
vehicle	2	cart John Deere Gator	Gator 4x2
vehicle	2	Cart Mule	Kawasaki
vehicle	1	Forklift (other)	
vehicle	1	Forklift 5K Toyota	
vehicle	1	Forklift 8k Toyota	
vehicle	1	Forklift Hyster 4400lbs.	H50XM
vehicle	1	Forklift Toyota	8FGU25
vehicle	1	Forklift Toyota	8FGU25
vehicle	1	Toyota flatbed	

SCHEDULE 4.2(b)

LANDLORD'S RETIRED EMPLOYEES

EMPLOYEES CURRENTLY RECEIVING RETIREE HEALTH BENEFITS
BARKER, FRANCIS
BRASCIA, PETER
FARNUM, MARGARET
HARDY, JAMES
ISGAR, CHARLES
JOHNSON, DAVID
JOHNSON, EUGENE
JOHNSON, BARBARA MICHELE
LEVIN, GENELLE
LIU, ROBERT
NIELSEN, JERRY
PEET, CLAYTON
WHITE, JOHN
ZOUBUL, HAROLD

EMPLOYEES ELIGIBLE TO RECEIVE RETIREE HEALTH BENEFITS FOLLOWING SEPARATION ON JULY 27, 2013
ASALDE-INFANTE, YRENE
CALDWELL, SHERRY
CASTANEDA, JOSE
CERVANTES, JOSE
GRANILLO, DEBRA
JACOBO, MICHAEL
JIMENEZ, RODOLFO
LEE, JONATHAN
NEGRETE, SALVADOR
SORIA, ELENO
WILLIAMS, LATOSKA
YOO, BYONG

EMPLOYEE ELIGIBLE TO RECEIVE RETIREE HEALTH BENEFITS FOLLOWING SEPARATION ON SEPTEMBER 9, 2013
HABASH, LYNDA

RETIRED EMPLOYEES NOT CURRENTLY RECEIVING MEDICAL BENEFITS
LEDERKRAMER, RON
LYNCH, PATRICK

SCHEDULE 4.3(d)

CUMULATIVE CALCULATED AMOUNT EXAMPLES

Example 1:

Assume the Cumulative Calculated Amount determined as of the first Annual Determination Date is $10 million and that there is no CPI-related adjustment in the percentages referred to in clauses (i) through (iv) of Section 4.3(c) pursuant to the *provided* clause thereof. In this example, the payment due to Landlord pursuant to Section 4.3(b) within 90 days following the Annual Determination Date would be $1.25 million, calculated as follows: (i) $125,000 (five percent of the first $2.5 million of the $10 million Cumulative Calculated Amount); plus (ii) $250,000 (ten percent of the next $2.5 million of the $10 million Cumulative Calculated Amount); plus (iii) $375,000 (fifteen percent of the next $2.5 million of the $10 million Cumulative Calculated Amount); plus (iv) $500,000 (twenty percent of the part of the Cumulative Calculate Amount that is in excess of $7.5 million).

Example 2:

Assume the Cumulative Calculated Amount determined as of each of the first five Annual Determination Dates is as set forth in the table below and that there is no CPI-related adjustment in the percentages referred to in clauses (i) through (iv) of Section 4.3(c) pursuant to the *provided* clause thereof. In that event, the payment (if any) due to Landlord within 90 days after each of those Annual Determination Dates would be as shown in the last row of the attached table.

Annual Determination Date	**1**	**2**	**3**	**4**	**5**
Cumulative Calculated Amount	10,000,000	13,000,000	9,000,000	15,000,000	20,000,000
5% percent of the first $2.5 million	125,000	125,000	125,000	125,000	125,000
10% percent of the next $2.5 million	250,000	250,000	250,000	250,000	250,000
15% percent of the next $2.5 million	375,000	375,000	375,000	375,000	375,000
20% percent of the amount in excess of $7.5 million	500,000	1,100,000	300,000	1,500,000	2,500,000
Cumulative Payment Due to Landlord	1,250,000	1,850,000	1,050,000	2,250,000	3,250,000
Less Payments Made	0	-1,250,000	1,850,000	-1,850,000	-2,250,000
Payment Due to Landlord within 60 days after Annual Determination Date	1,250,000	600,000	0	400,000	1,000,000

SCHEDULE 4.4

LANDLORD OPERATING COST ITEMS

1. Personnel Cost (including benefits)
2. Financial Statement Preparation
3. Audit Expenses
4. Liability and Property Insurance Premiums
5. Administrative Expenses relating to:
    - Public Meetings
    - W-2 Distribution
    - FPPC Form 700 Submittals
    - FPPC Form 802 Postings
    - State Controller Report Submittals
    - Memorial Court of Honor Nomination Process
    - Non-Profit/Public Event Coordination
    - Website maintenance and related IT cost
    - Lease Administration Monitoring Reports
    - Submittal of IRS Form 990 for Coliseum Association
    - Trademark Administration

SCHEDULE 7

RETAINED EMPLOYEES

NAME	TITLE
ACCOUNTING	
Avila-Jacobo, Ofelia	A/P Administrator
Mercado, Claudia	Accounting Clerk
Ornelas, Gloria	Accounting Manager/HR Manager
OPEN	Payroll Clerk
BOX OFFICE	
Caldwell, Sherry	Director of Ticketing Services
Granillo, Debra	Box Office Manager
EVENT MANAGERS	
Asalde-Infante, Yrene	Event Manager
Habash, Lynda	Event Manager
EXECUTIVE	
Dominguez, Donna Lee	Executive Assistant
Joyner, Robert	Manager of Special Projects/Centennial Capital Program
FOOD & BEVERAGE	
Gallagher, Hugh	Food & Beverage General Manager/Consultant
Hope, Kyla	Food & Beverage Assistant General Manager
Merlos, Maria	Catering Manager
Soria, Eleno	Warehouse Manager
Spears, Babette	Administrative Assistant
JANITORIAL	
Gonzalez, Francis	Janitorial Supervisor
Hernandez, Magdalena	Janitorial Manager
Juarez, Jose	Janitorial Assistant
Olivares, Humberto	Janitorial
MARKETING	
Lee, Jonathan	Marketing Director
OPERATIONS	

Altamirano, Ernesto	Electrician Assistant
Bravo, Jorge	Changeover Supervisor
Castaneda, Jose	Maintenance Assistant
Cervantes, Jose	Maintenance Assistant
Furin, Joseph	Sr. Director of Operations
Jacobo, Miguel	Operations Manager
Jimenez, Rodolfo	Field Maintenance
Mercado, Robert	Electrician
Negrete, Salvador	Field Maintenance
Pagaduan, Willie	Operations Assistant
Sanchez, Armando	Changeover
Williams, Latoska	Maintenance Assistant
Yoo, Byong	Head Electrician
Cristal Chavez	Sports Arena Receptionist

TECHNOLOGY	
Groessl, Michael	Information System Operations Manager
Thatcher, Derek	Information System Operations Manager
Cervantes, Jimmy	Information System Operations Assistant

SCHEDULE 8.2(a)

COLISEUM DISTRICT SPECIFIC PLAN

DUE TO ELECTRONIC SIZE LIMITATIONS, ONLY THE FIRST PAGE OF THE COLISEUM DISTRICT SPECIFIC PLAN HAS BEEN ATTACHED BELOW.

ORDINANCE NO. 180768

An ordinance amending Ordinance No. 177558, known as the Coliseum District Specific Plan, for a portion of the South Los Angeles Community Plan area.

THE PEOPLE OF THE CITY OF LOS ANGELES DO ORDAIN AS FOLLOWS:

Section 1. Map 1 of Section 1 of Ordinance No. 177558 is amended to read:

ORDINANCE NO. 180768

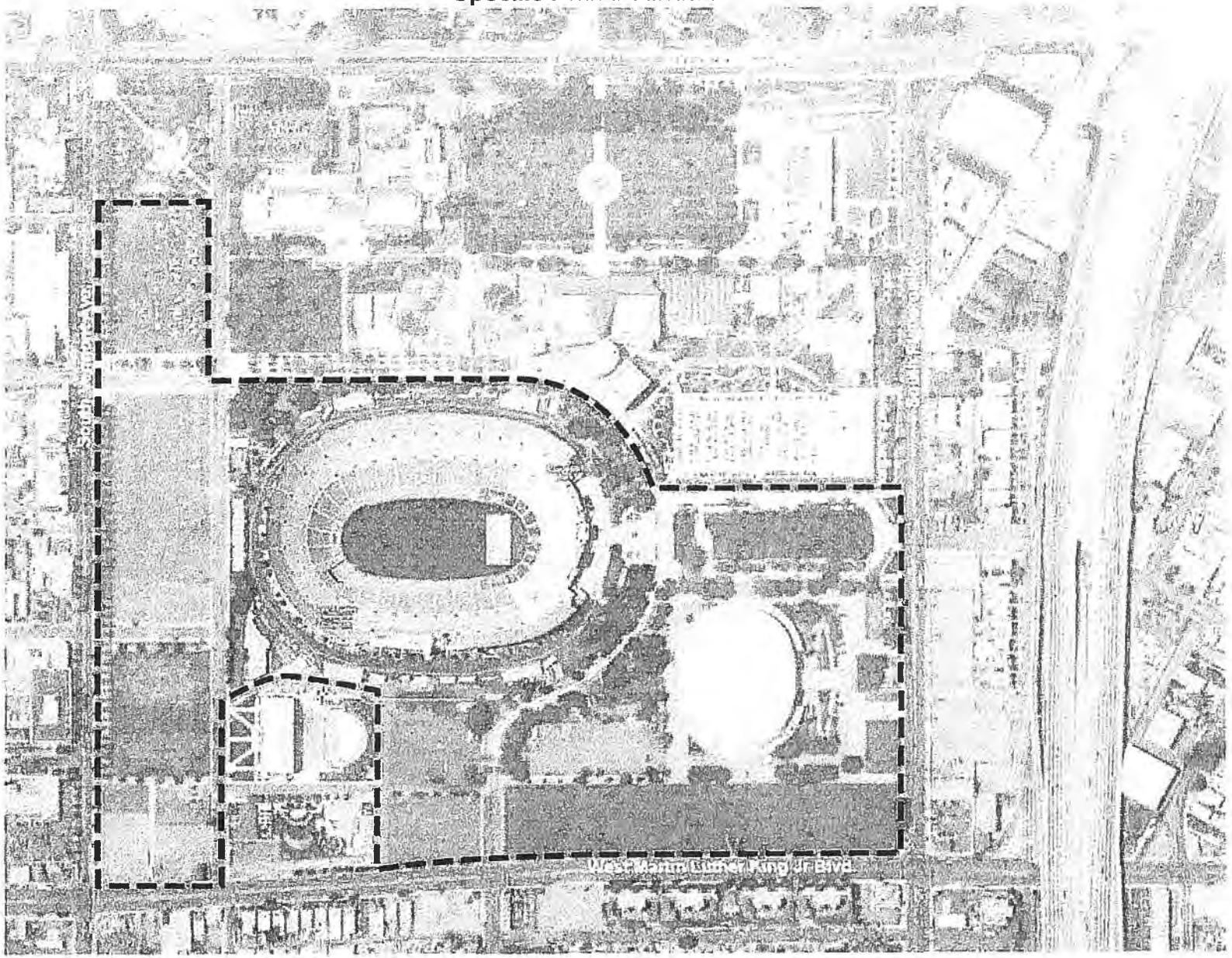
An ordinance amending Ordinance No. 177558, known as the Coliseum District Specific Plan, for a portion of the South Los Angeles Community Plan area.

THE PEOPLE OF THE CITY OF LOS ANGELES DO ORDAIN AS FOLLOWS:

Section 1. Map 1 of Section 1 of Ordinance No. 177558 is amended to read:

MAP 1

Specific Plan Boundaries



Sec 2. Subsection C of Section 2 of Ordinance No. 177558 is amended to read:

C. Provide for the preservation and upgrade of the historic Los Angeles Memorial Coliseum stadium and associated development and enhancements to the site, in conformance with the goals and objectives of local and regional plans and policies.

Sec. 3. Subsection C of Section 3 of Ordinance No. 177558 is amended to read:

C. Sign Ordinance. Whenever this Specific Plan contains provisions that address types of signs permitted, sign heights, maximum sign area permitted, sign face, location of signs including freeway exposure and spacing between signs, illumination of signs, permitted sign devices, projection of signs and combination of signs, which are different from the provisions of LAMC Sections 14.4.1 *et seq.* and 91.6201 *et seq.*, this Specific Plan shall prevail and supersede the applicable provisions of the LAMC.

Sec. 4. Section 4 of Ordinance No. 177558 is amended by deleting the definitions for the terms "Major Site Sign", "Minor Site Sign", "NFL", "NFL Team", "Supergraphic Sign", "Upper Deck Area" and "Upper Rim Sign".

Sec. 5. Section 4 of Ordinance No. 177558 is amended by adding new definitions for the terms "Gate Identity Sign", "Rim Sign", "Secondary Site Sign" and "West End Scoreboard Sign" in proper alphabetical order to read:

Gate Identity Sign. A naming rights identification sign on Ticket Gates, as shown on Exhibit 5 of this Specific Plan.

Rim Sign. A sign attached to the existing concrete perimeter bowl structure above the historic façade of the Coliseum, as identified on Exhibit 1A and shown on Exhibit 1B of this Specific Plan.

Secondary Site Sign. A sign that is designed to be viewed from moderate distances by vehicles and pedestrians as shown on Exhibit 3 of this Specific Plan.

West End Scoreboard Sign. A sign that is a major identifying site element to the Specific Plan Area, that is on the back side of the west end scoreboard of the Coliseum, as shown on Exhibit 2 of this Specific Plan, and is designed to be viewed at a significant distance by vehicles and pedestrians.

Sec. 6. The definitions for the terms "Freestanding Iconic Elements/Statues", "Historic Fabric Retention Plan", "On-site Sign", "Project", "Sign Zone", "Site Identity Sign", "Stadium Identity Sign", "Stadium Sponsor", "Temporary Sign (Themed)" and "Wall Sign" contained in Section 4 of Ordinance No. 177558 are amended to read:

Freestanding Iconic Elements/Statues. Individual structures, which are generally artistic or themed in design, and are related to the Stadium, tenants of

the Coliseum, Stadium Sponsors or Exposition Park. These structures may include commercial or non-commercial messages.

Historic Fabric Retention Plan. The plan for the preservation and upgrade of the Coliseum as approved by the Cultural Heritage Commission or its designee.

On-Site Sign. A sign that identifies or promotes a business, product, service, profession, commodity, activity, event, person or institution which is conducted, sold, manufactured, produced, offered or occurs within this Specific Plan area, including any incidental business, product, service, profession, commodity, activity, event, person or institution. An On-site Sign shall also include a sign for any sponsor of a facility or event within the Specific Plan area or any advertising associated with tenants of the Coliseum.

Project. The demolition, construction, addition to or alteration of the Coliseum structure or any other buildings or structures associated with the Coliseum use, which are located in whole or in part within the Specific Plan area and which require the issuance of a demolition permit, grading permit, foundation permit, building permit, sign permit or use of land permit.

A Project shall not include those buildings, structures or uses that are associated with facilities other than the Coliseum within the Specific Plan area. Those buildings, structures or uses, which are not Projects and are not regulated by this Specific Plan, shall include, but not be limited to: Natural History Museum, California Science Center and Exposition Park Intergenerational Community Complex Swim Stadium.

Sign Zone. Those specific zones (Primary Stadium, Secondary Stadium, Periphery and Freeway) identified on Map 5 of this Specific Plan.

Site Identity Sign. A sign that identifies or names entities, buildings, structures or activities, which are located or occur within the Specific Plan area. This shall include a sign that names entries or gateways within the Specific Plan area, as shown on Exhibit 4 of this Specific Plan. Site Identity Signs shall address, but not be limited to, locations, areas, buildings, structures, activities, the Stadium, Stadium Sponsor, collegiate teams, or other activities associated with these entities and facilities. Site Identity Sign shall not include Major Site Signs, Minor Site Signs, Entry Monument Signs or Stadium Identity Signs.

Stadium Identity Sign. A large, monument style identification element, as shown on Exhibit 5 of this Specific Plan.

Stadium Sponsor. Those entities (commercial or non-commercial) or persons for which the Stadium is named or identified and/or those entities (commercial or non-commercial) or persons for which facilities, uses, activities, products or

services associated with the Stadium or other tenants of the Coliseum are named or identified. Stadium Sponsor includes the Stadium Naming Sponsor.

Temporary Sign (Themed). A sign that is to be maintained for a limited duration equivalent to that time period of a typical football season, and that is not permanently affixed to the ground, a building or structure. Temporary signs may also include special event signs that are associated with major activities, which are temporary or seasonal in nature and associated with or sponsored by the Stadium, a Stadium Sponsor, or activities associated with those entities. Events may include, but are not limited to, Super Bowl games, Pro Bowl games, college games, World Cup games, international soccer events and Olympic games.

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, projected onto the wall or printed on any material approved in Division 62 of Article 1 of Chapter IX of the Code, which is supported and attached to the wall by an adhesive or other materials or methods.

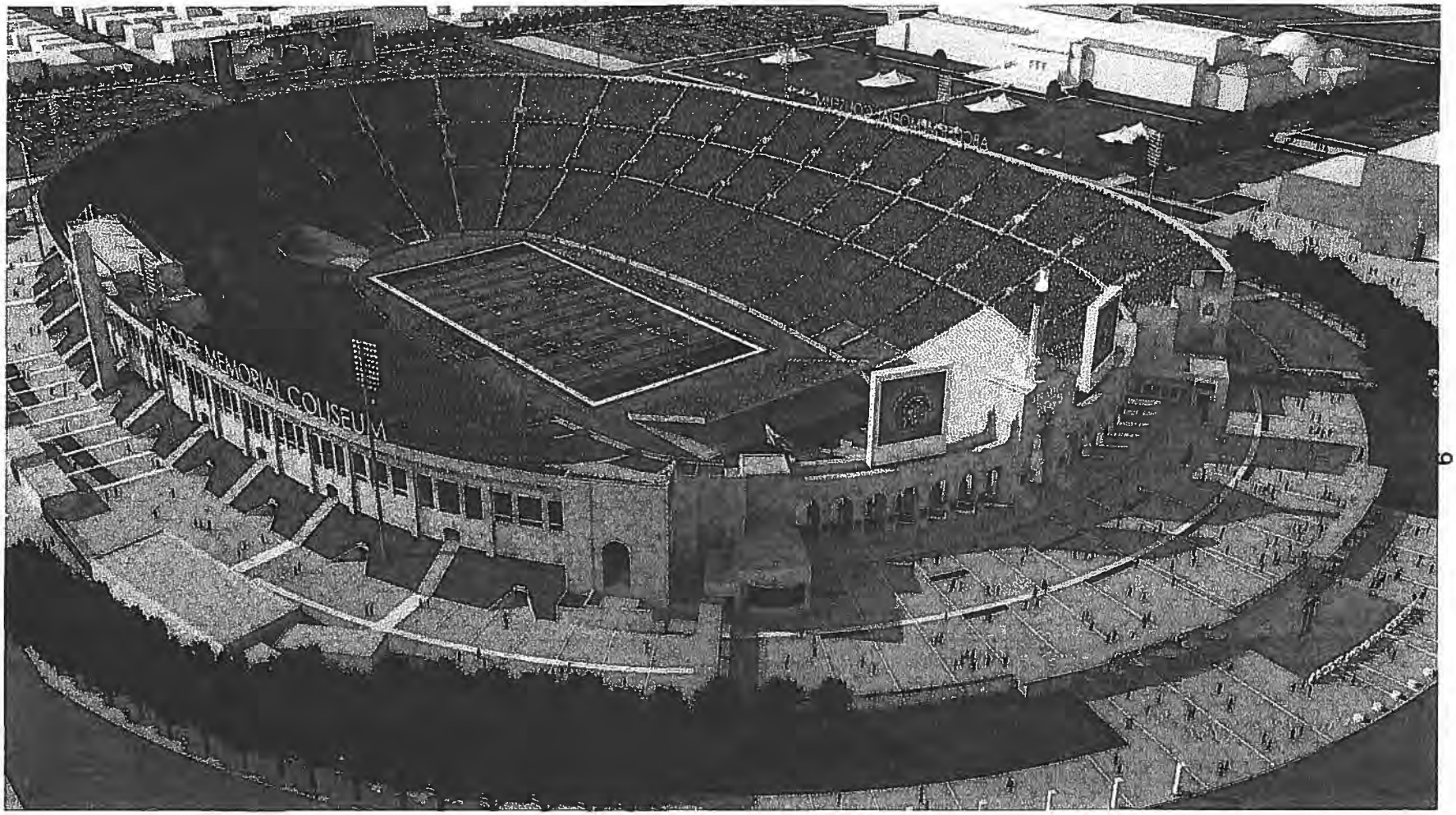
Sec. 7. Paragraph (e) of Subdivision 1 of Subsection A of Section 7 of Ordinance No. 177558 is amended to read:

(e) offices and medical facilities, related to the Stadium, sports, entertainment and other permitted uses;

Sec. 8. Map 2 of Section 7 of Ordinance No. 177558 is amended to read:

MAP 2

Coliseum Site Plan



Sec. 9. Section 8 of Ordinance No. 177558 is amended to read:

Sec. 8. **COLISEUM DESIGN REGULATIONS.**

A. Plans. The Coliseum shall be developed in substantial conformity with Map 2 of this Specific Plan. The Director is authorized to clarify and interpret the conditions of this approval, pursuant to Section 13 of this Specific Plan.

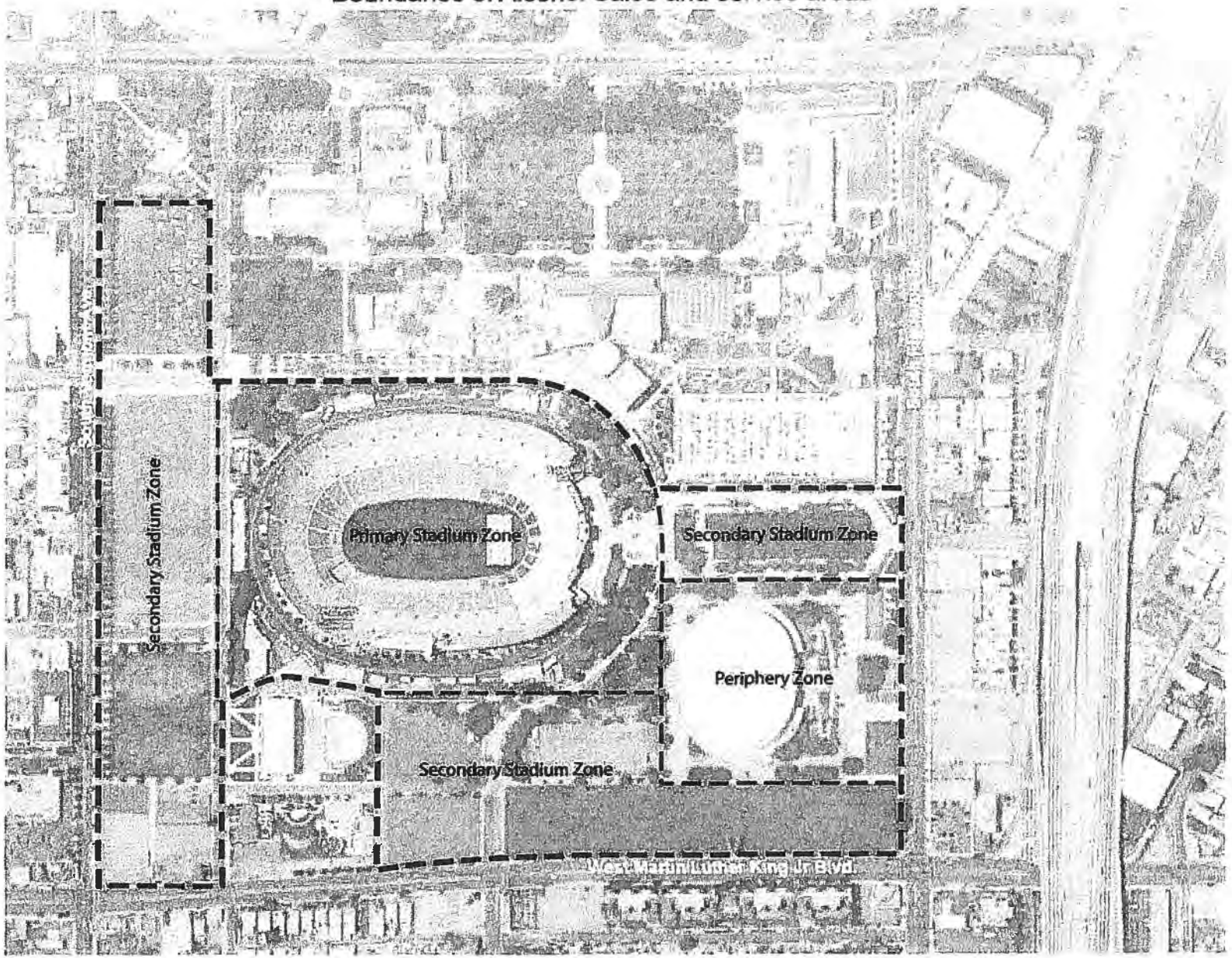
B. Seating Capacity. The maximum combined stadium seating capacity shall not exceed 93,607 seats, including general seating, premium seating, temporary and moveable seats. There may be up to 200 luxury suites and club levels containing no more than 20,000 premium seats.

C. Historic Fabric Retention. The Project shall conform to the Secretary of Interior's Standards for Rehabilitation, to the satisfaction of the Cultural Heritage Commission or its designee.

Sec. 10. Map 3 of Section 9 of Ordinance No. 177558 is amended to read:

MAP 3

Boundaries of Alcohol Sales and service areas



Sec. 11. Exhibits 1A and 1B of Section 11 of Ordinance No. 177558 are amended to read:

Exhibit 1A

Conceptual Locations of Primary Signage

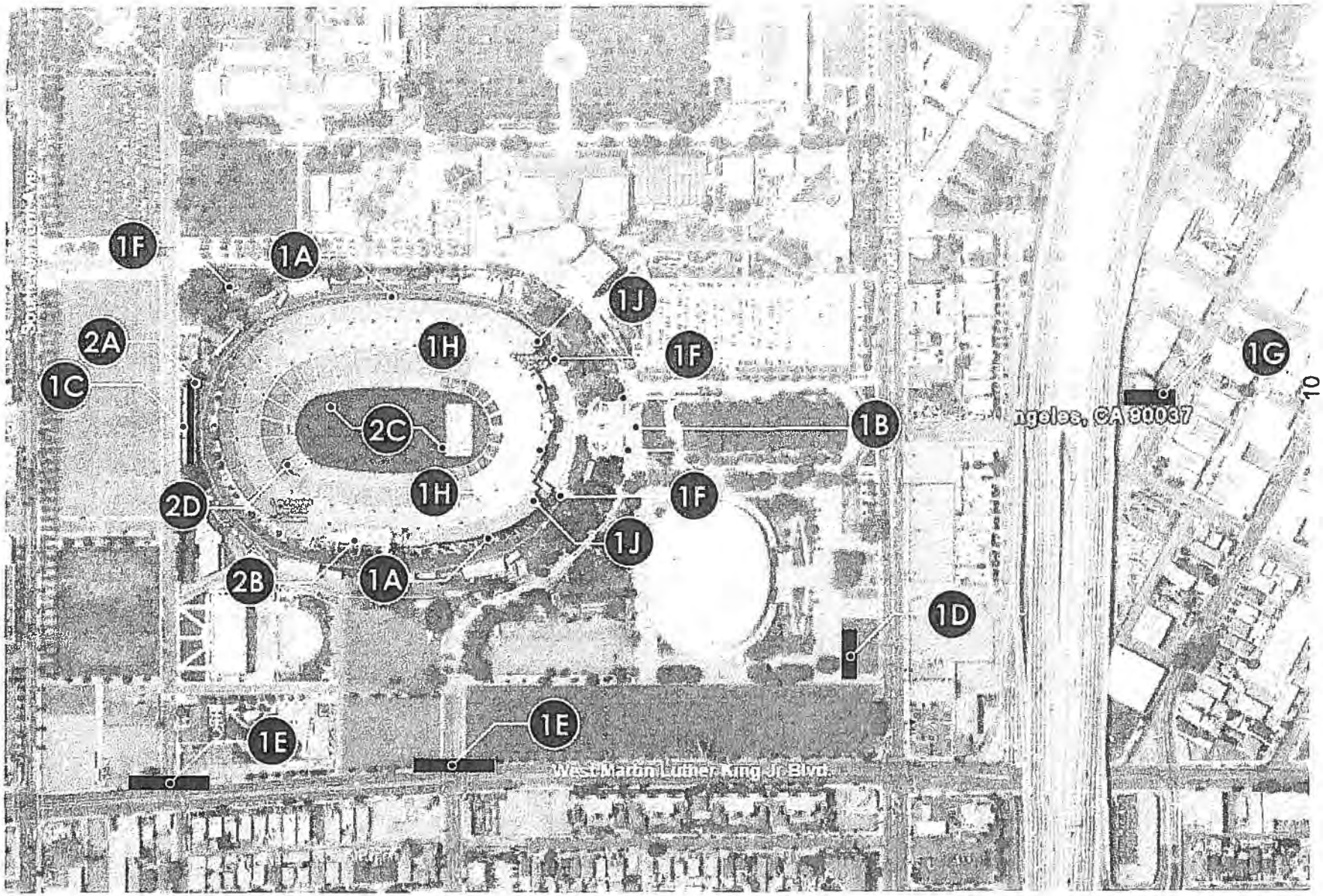
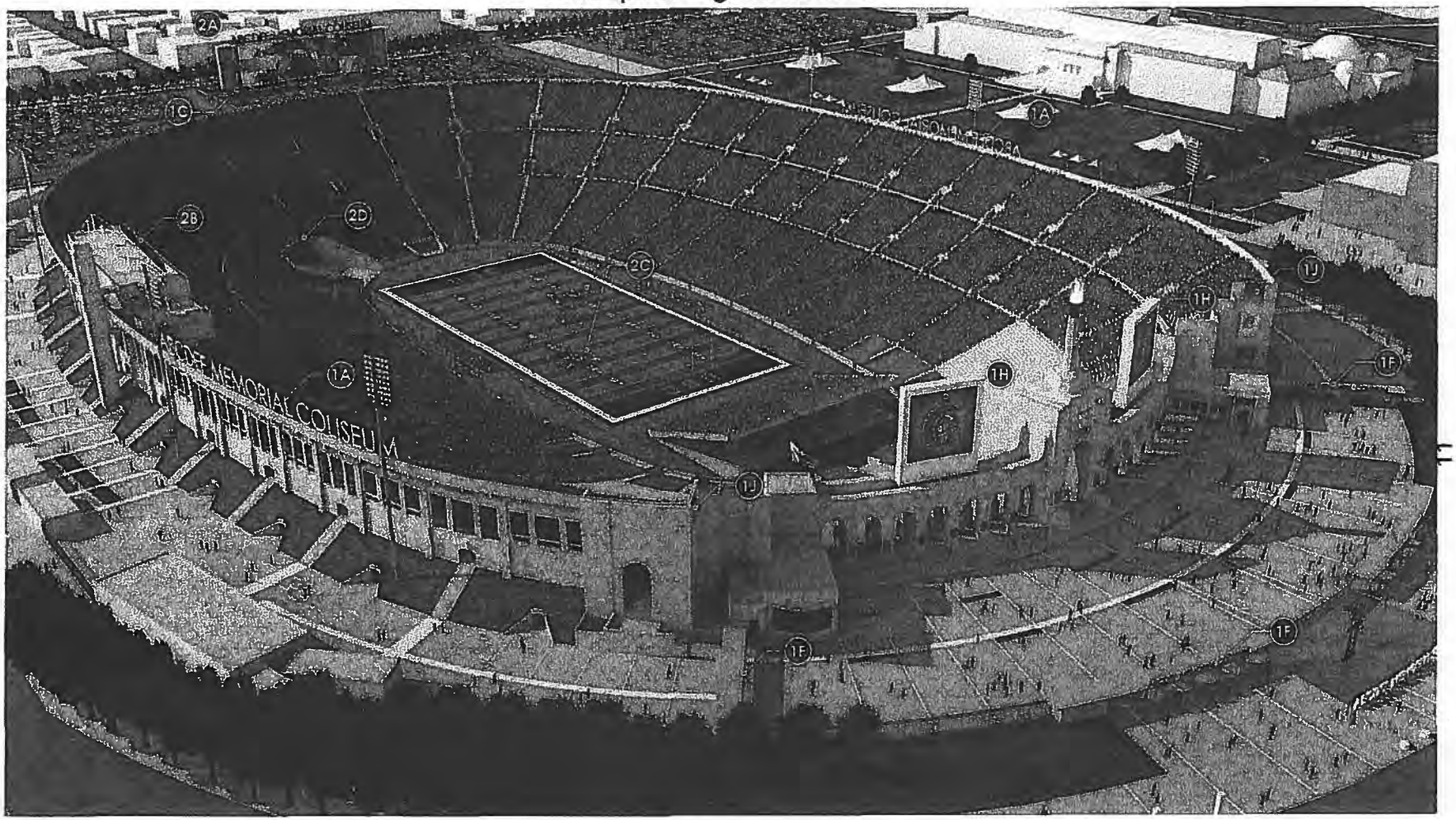


Exhibit 1B

Conceptual Sign Locations



Sec. 12. Section 11 of Ordinance No. 177558 is amended by adding a new Exhibit 1C immediately following Exhibits 1A and 1B to read:

Exhibit 1C
Signage Summary

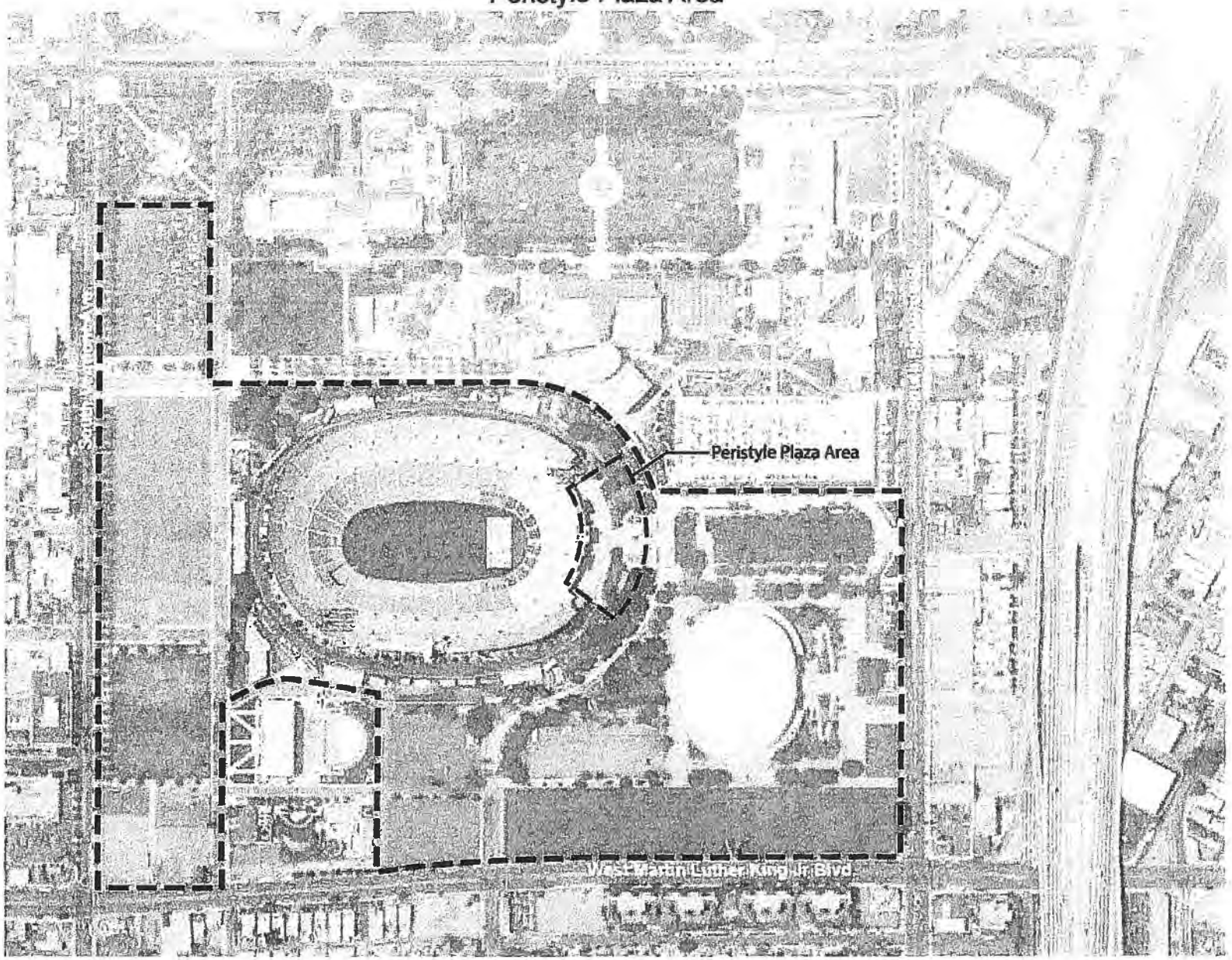
MEMORIAL COLISEUM
SIGNAGE SUMMARY

Sign #	APPROXIMATE OVERALL DIMENSIONS					Special Lighting	Sign Type	Description
	Quantity	W/feet		H/feet	Area/SF			
Exterior Signage								
1A	**2**	**250**	x	**12**	**6000**	Back lighted	RIM SIGN	Individual letters; external galvanized steel frame structure attached to existing concrete perimeter bowl structure, aluminum panel cladding with high-performance finish
1B	**1**	**125**	x	**8**	**1000**	Up lighted	STADIUM IDENTITY SIGN	Individual letters; internal steel frame attached to new concrete spread footings, aluminum panel cladding with high-performance finish
1C	**1**	**125**	x	**30**	**3750**	Up lighted	WEST END SCOREBOARD	Attached to new scoreboard structure; painted external steel frame attached to new concrete spread footings.
1D	**1**	**40**	x	**75**	**3000**	LED matrix	SECONDARY SITE SIGN	New major site sign structure; external steel frame attached to new concrete spread footings, aluminum panel cladding with high-performance finish
1E	**2**	**90**	x	**35**	**6300**	Back lighted	SITE IDENTITY SIGN	New site vehicle entry gate structure; external steel frame attached to new concrete spread footings, aluminum panel cladding with high-performance finish
1F	**5**	**75**	x	**5**	**1875**	Back lighted	GATE IDENTITY SIGN	Individual letters; internal steel frame attached to roof of new ticket entry gates, aluminum panel cladding with high-performance finish
1G	**1**	**40**	x	**35**	**1400**	LED matrix	MAJOR SITE SIGN	Existing 110 Freeway Marquee with upgraded sign components
1H	**2**	**40**	x	**40**	**3200**	Up lighted	STADIUM SPONSOR SIGN	Attached to back of existing Peristyle LED boards
1J	**2**	**20**	x	**60**	**2400**	Up lighted	BANNER SIGN	Attached to existing concrete façade
Interior Signage								
2A	**1**	**160**	x	**8**	**1280**	Up lighted	N/A	Individual letters; internal steel frame attached to new scoreboard structure, aluminum panel cladding with high-performance finish
2B	**1**	**190**	x	**8**	**1520**	Up lighted	N/A	Individual letters; internal steel frame attached to exiting pressbox roof, aluminum panel cladding with high-performance finish
2C	**2**	**40**	x	**40**	**3200**	-	N/A	Painted on turf
2D	**1**	**45**	x	**8**	**360**	LED matrix	N/A	Attached to existing concrete tunnel fascia

Sec. 13. Map 4 of Section 11 of Ordinance No. 177558 is amended to read:

MAP 4

Peristyle Plaza Area



Sec. 14. Subsections B, C, D, F, G, H and I of Section 11 of Ordinance No. 177558 are amended to read:

B. Allowed Signs. All signs listed in this Specific Plan, and all signs listed in LAMC Section 14.4.2, which are not otherwise prohibited by this Specific Plan, shall be allowed. Signs allowed by this Specific Plan may be either On-site or Off-site signs.

C. General Requirements of the LAMC. Unless otherwise specified in this Specific Plan to the contrary, the general sign requirements set forth in the LAMC shall apply to this Specific Plan for permits, plans, design and construction, materials, and maintenance. However, no sign shall be subject to the regulations contained 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 the Department of Building and Safety in accordance with the applicable provisions of LAMC Section 91.6201.1 *et seq.*, for any signs and/or sign alterations, other than changes or replacement of copy, that are regulated by this Specific Plan or LAMC Sections 14.4.1 *et seq.* and 91.6201.1. 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.

D. Sign Area Calculation. Sign area shall be calculated in accordance with LAMC Section 14.4.2. Wayfinding Signs, which have less than 10% of the sign area devoted to a Stadium Sponsor logo or identification, and Temporary Signs shall not be part of the sign area calculation.

F. Location of Signs. Conceptual locations and sizes of primary signage are identified on Exhibits 1A, 1B and 1C of this Specific Plan. Signage otherwise permitted by this Specific Plan, which is not identified on Exhibits 1A, 1B and 1C of this Specific Plan, may be permitted by the Director anywhere in the Specific Plan area.

G. Signs on the Back of Scoreboards. Signs may be located on the back of any scoreboard and may be oriented to the outside of the Stadium, as identified on Exhibits 1A, 1B and 2 of this Specific Plan. Scoreboards are multi-dimensional structures that are located within the Stadium or off-set from the perimeter wall of the Stadium. The portion of a scoreboard, which is oriented to the interior of the Stadium, shall not be treated as a Sign and shall not be regulated by this Specific Plan. Notwithstanding the provisions of Subsection C above, a permit for a sign on the back of a scoreboard shall not be subject to the provisions of LAMC Section 14.4.5.

H. Prohibited Signs and Sign Locations.

1. Signs attached, affixed or applied to the historic elements of the exterior of the Stadium structure, except that Stadium Identity Signs shall be allowed;

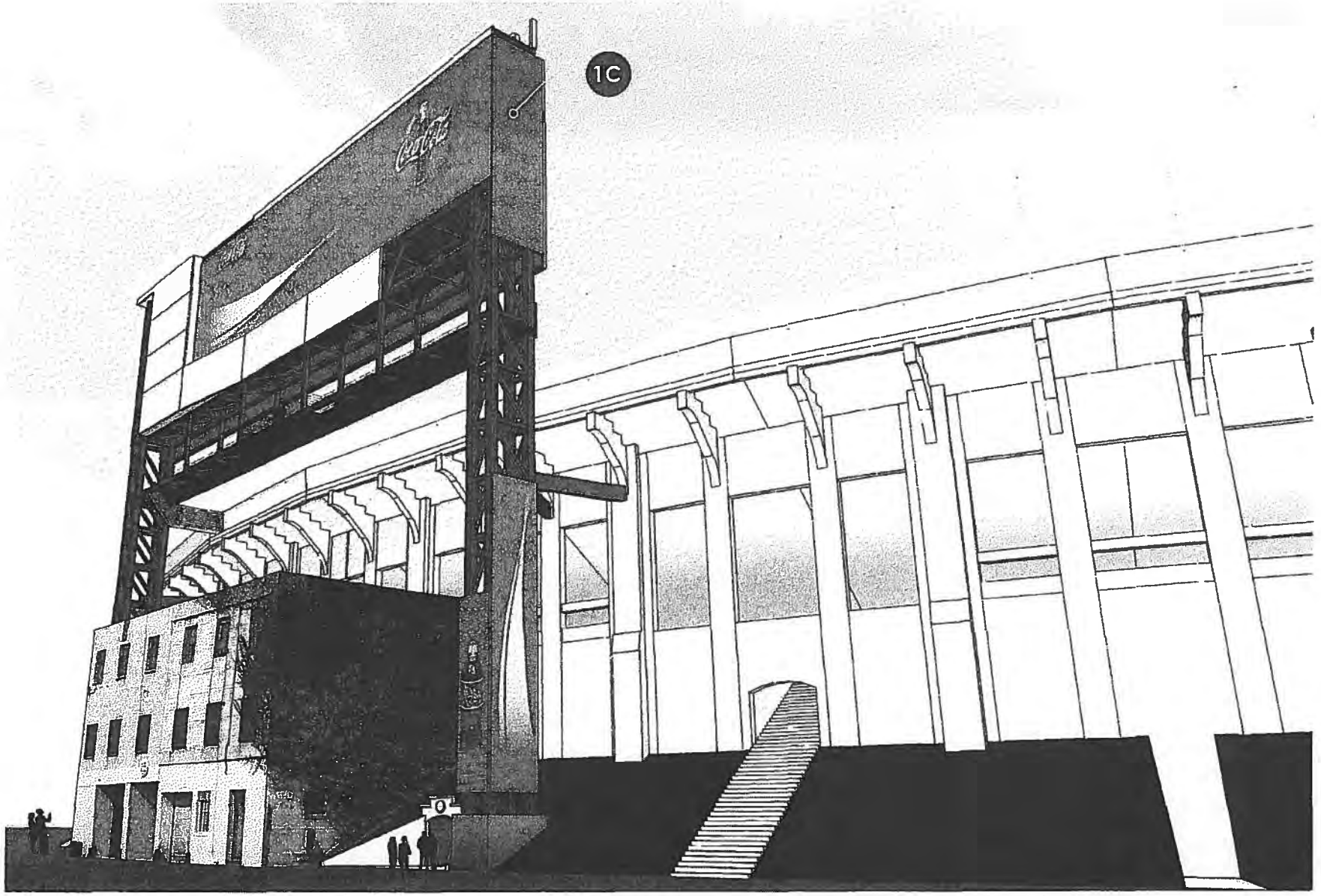
2. Pole Signs, as defined in LAMC Section 14.4.2; and

3. Can Signs.

I. Interior Stadium Signs. Signs located within the interior of the Stadium structure, and that are oriented to the interior, shall be allowed and shall not be subject to any limitations of this ordinance and shall not count as Sign Area, provided, however, the Back of Scoreboard Signs, as defined by this Specific Plan if the back areas are primarily viewed from areas outside of the Stadium, shall be subject to this Specific Plan. Interior signs shall only be required to comply with LAMC Sections 91.6201.1 through 91.6201.4, 91.6204.1, and 14.4.4 E.

Sec. 15. Exhibit 2 of Section 11 of Ordinance No. 177558 is inserted between Subdivision 4 and 5 of Subsection L of Section 11 and amended to read:

Exhibit 2
West End Scoreboard Sign



Sec. 16. Subsection L of Section 11 of Ordinance No. 177558 is amended to read:

L. Standards for Specific Types of Signs.

1. Banner Signs (Themed). Banner Signs shall be used to identify events, facilities, activities or sponsors associated with the Stadium, the Stadium Naming Sponsor, Stadium Sponsors, tenants of the Coliseum or Exposition Park. Banner Signs may be erected for an unlimited period of time and may be changed from time to time. A maximum of 25% of the Banner Sign may contain a commercial logo, company name and/or other commercial message; provided, however, the Stadium and Stadium Naming Sponsor shall not be subject to the 25% limitation.

2. Existing Major Site Sign. The Existing Major Site Sign, as indicated on Exhibit 1A of this Specific Plan, shall not be limited by this Specific Plan, unless the Existing Major Site Sign is substantially remodeled or replaced. 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. This sign may incorporate other types of sign elements allowed by this Specific Plan, including but not limited to Electronic Message Display and Channel Letters.

3. Inflatable Devices. The provisions relating to Inflatable Devices contained in this Specific Plan shall supersede the provisions set forth in LAMC Sections 28.10 and 28.11.

a. Location. Inflatable Devices may not be attached to a building.

b. Safety Device. All Inflatable Devices shall be equipped with a deflation device as may be required by the Department of Building and Safety or the Fire Department.

4. West End Scoreboard Sign. One West End Scoreboard Sign shall be allowed by this Specific Plan as indicated on Exhibits 1A, 1C and 2 of this Specific Plan. The West End Scoreboard Sign may incorporate other types of sign elements allowed by this Specific Plan, including but not limited to Electronic Message Display and Channel Letters.

5. Secondary Site Sign. One Secondary Site Sign shall be allowed by this Specific Plan, at the location indicated on Exhibit 1A of this Specific Plan. A Secondary Site Sign may incorporate other types of sign elements allowed by this Specific Plan, including but not limited to Electronic Message Display and Channel Letters.

a. Height. The Secondary Site Sign may be a maximum of 75 feet in height, as measured from adjacent grade. Adjacent grade shall include any earthen berm that is provided as a foundation for the sign.

b. Sign Area. The Secondary Site Sign may be multi-sided. The total sign area for a Secondary Site Sign shall not exceed a combined sign area of 6000 square feet.

c. Dimensions. A Secondary Site Sign shall have a 2:1 vertical to horizontal orientation.

d. Landscaping. Landscaping shall be provided at the base of the Secondary Site Sign, and a landscaping plan shall be approved by the Director prior to issuance of a building permit for the sign.

e. Design. A Secondary Site 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. A Secondary Site Sign may incorporate a sculptural or themed shape.

6. Site Identity Signs. Two vehicle entry gate structures which shall only be located at the perimeter entrances to the Specific Plan area, as shown on Exhibit 1A and 4 of this Specific Plan and may be used for Sponsor Naming.

7. Temporary Signs (Themed). These signs shall be used to identify events, facilities, activities or sponsors associated with the Stadium or Exposition Park including Stadium Sponsors or Stadium Naming Sponsor. Temporary signs shall not count as sign area.

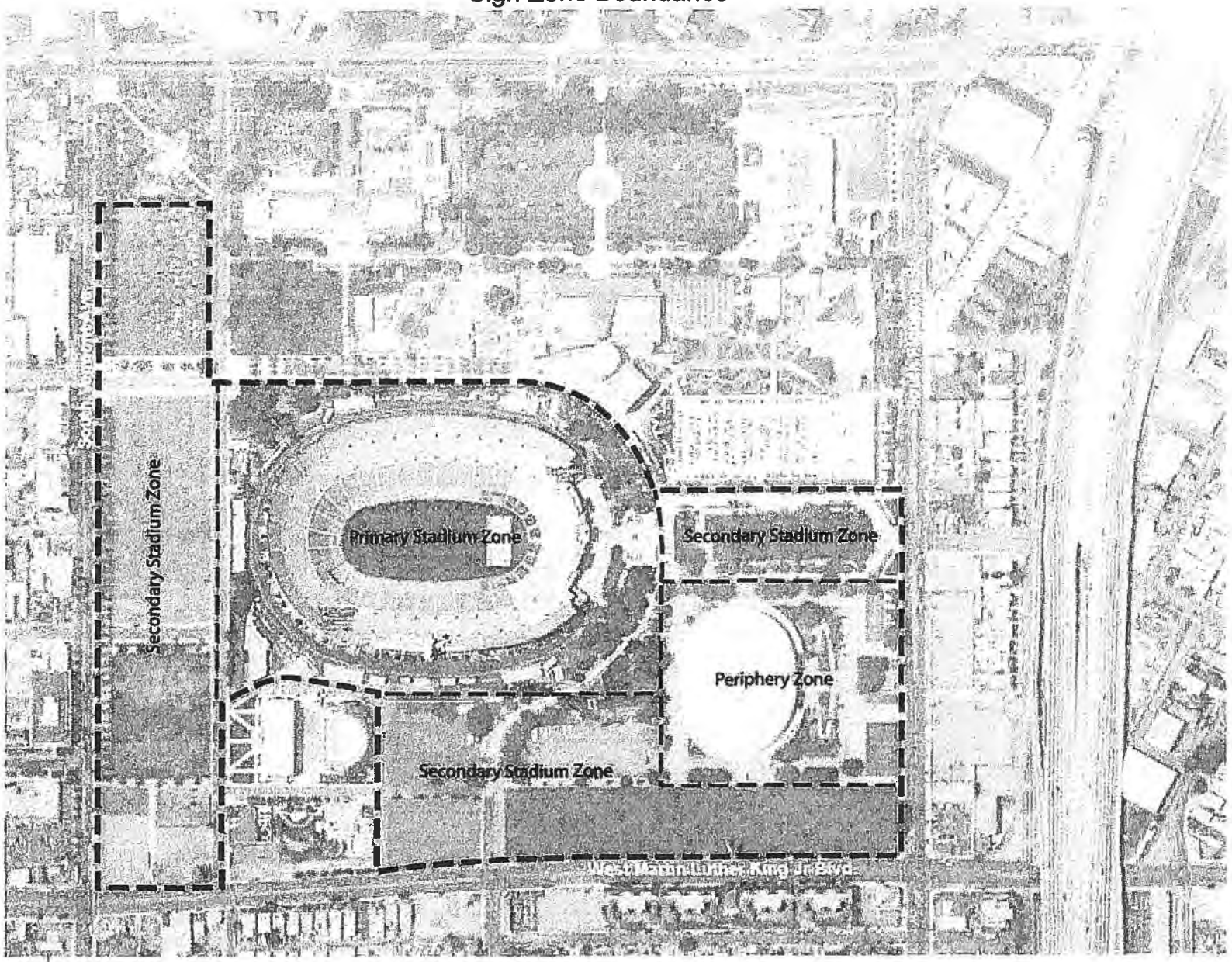
8. Wayfinding Signs. The provisions relating to Wayfinding Signs contained in this Specific Plan shall supersede the requirements for information signs as set forth in LAMC Section 14.4.7.

9. Window Signs. Window Signs shall not be affixed to the exterior of the window. In addition, no Window Sign shall be affixed to any window contained within the historic façade of the Coliseum.

Sec. 17. Map 5 of Subsection M of Section 11 of Ordinance No. 177558 is amended to read:

MAP 5

Sign Zone Boundaries



Sec. 18. Subsection M of Section 11 of Ordinance No. 177558 is amended to read:

M. Sign Zones. The Specific Plan area is divided into Sign Zones, as shown on Map 5 of this Specific Plan.

1. Primary Stadium Zone.

a. Allowed Signs. All signs, which are allowed by this Specific Plan, shall be allowed in the Primary Stadium Zone, except for the following signs, which shall be prohibited:

(1) Entry Monument Sign; and

(2) Secondary Site Sign.

b. Allowed sign area. The 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 and Stadium Identification Signs shall not count against this limitation.

(1) Signs on the Back of the Scoreboards. The total 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.

(2) Stadium Identification Signs. The total sign area for Stadium Identification Signs, which includes Rim Signs and the Stadium Identity Sign, within the Primary Stadium Zone shall not exceed 7,000 square feet.

2. Secondary Stadium Zone.

a. Allowed Signs. All signs that are allowed by this Specific Plan shall be allowed in the Secondary Stadium Zone, except for the following signs, which shall be prohibited:

(1) Signs on the back of the scoreboards; and

(2) Rim Signs.

b. Allowed sign area. The total sign area within the Secondary Stadium Zone shall not exceed 10,000 square feet.

c. Site Identity Signs. There shall be a maximum of two vehicle entry gate structures within the Secondary Stadium Zone.

3. **Periphery Zone.**

a. Allowed Signs. All signs that are allowed by this Specific Plan shall be allowed in the Periphery Zone, except for the following signs, which shall be prohibited:

(1) Awning Signs;

(2) Signs on the back of the scoreboards;

(3) Projecting sign as defined in LAMC Section 14.4.2;

(4) Electronic Message Display;

(5) Entry Monument Signs;

(6) Fence Wrap; and

(7) Window Signs.

b. Allowed Sign Area. The total sign area within the Periphery Zone shall not exceed 6,000 square feet.

c. Secondary Site Signs. One Secondary site sign allowed by this Specific Plan may be located within the Periphery Zone. The Secondary Site Sign may only be located as shown on Exhibit 1A of this Specific Plan.

4. **Freeway Sign Zone.**

a. Allowed Signs. The Existing Major Site Sign shall be allowed within the Freeway Zone. Should the Existing Major Site Sign be removed, one Major Site Sign shall be allowed within the Freeway Zone.

b. Allowed Sign Area. The total sign area within the Freeway Sign Zone shall not exceed 3,000 square feet.

Sec. 19. Section 11 of Ordinance No. 177558 is amended by adding three new Exhibits number 3, 4 and 5 and inserting them at the end of Subsection M of Section 11 to read:

Exhibit 3
Secondary Site Sign



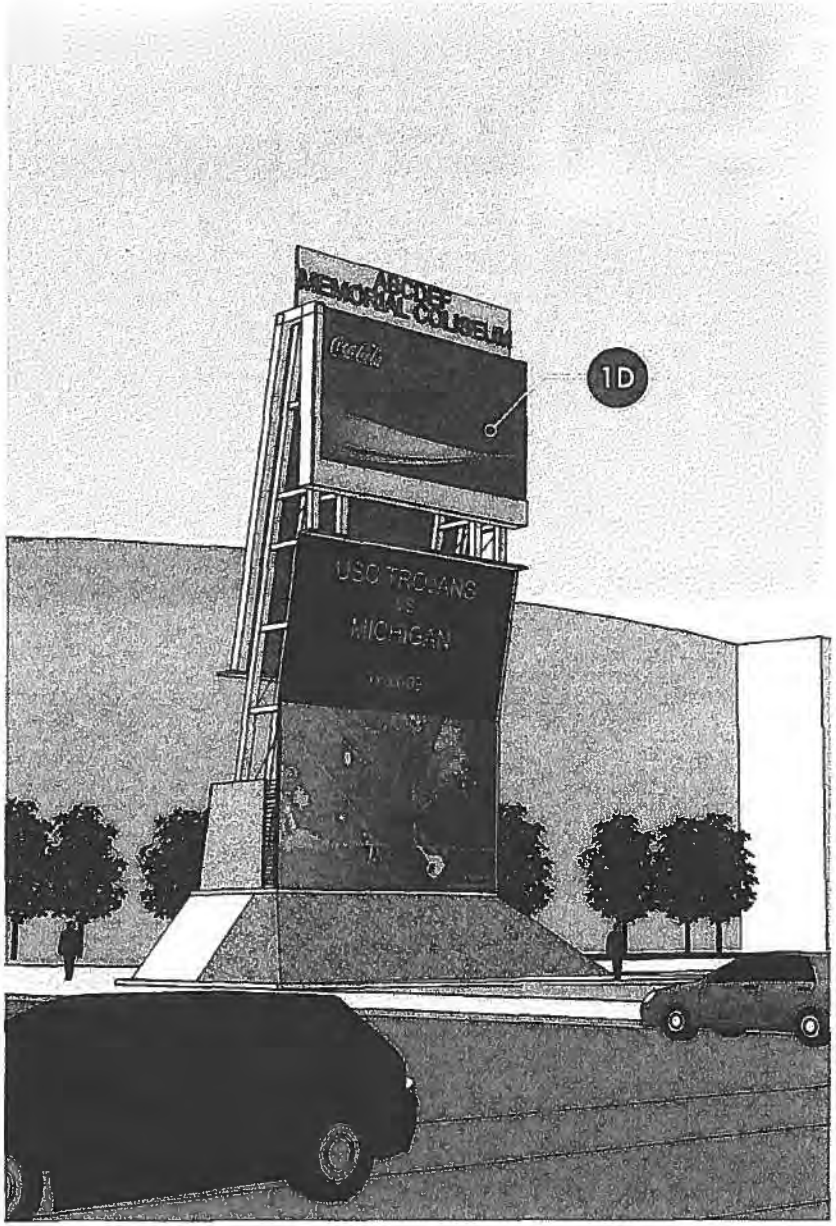


Exhibit 4
Site Identity Sign

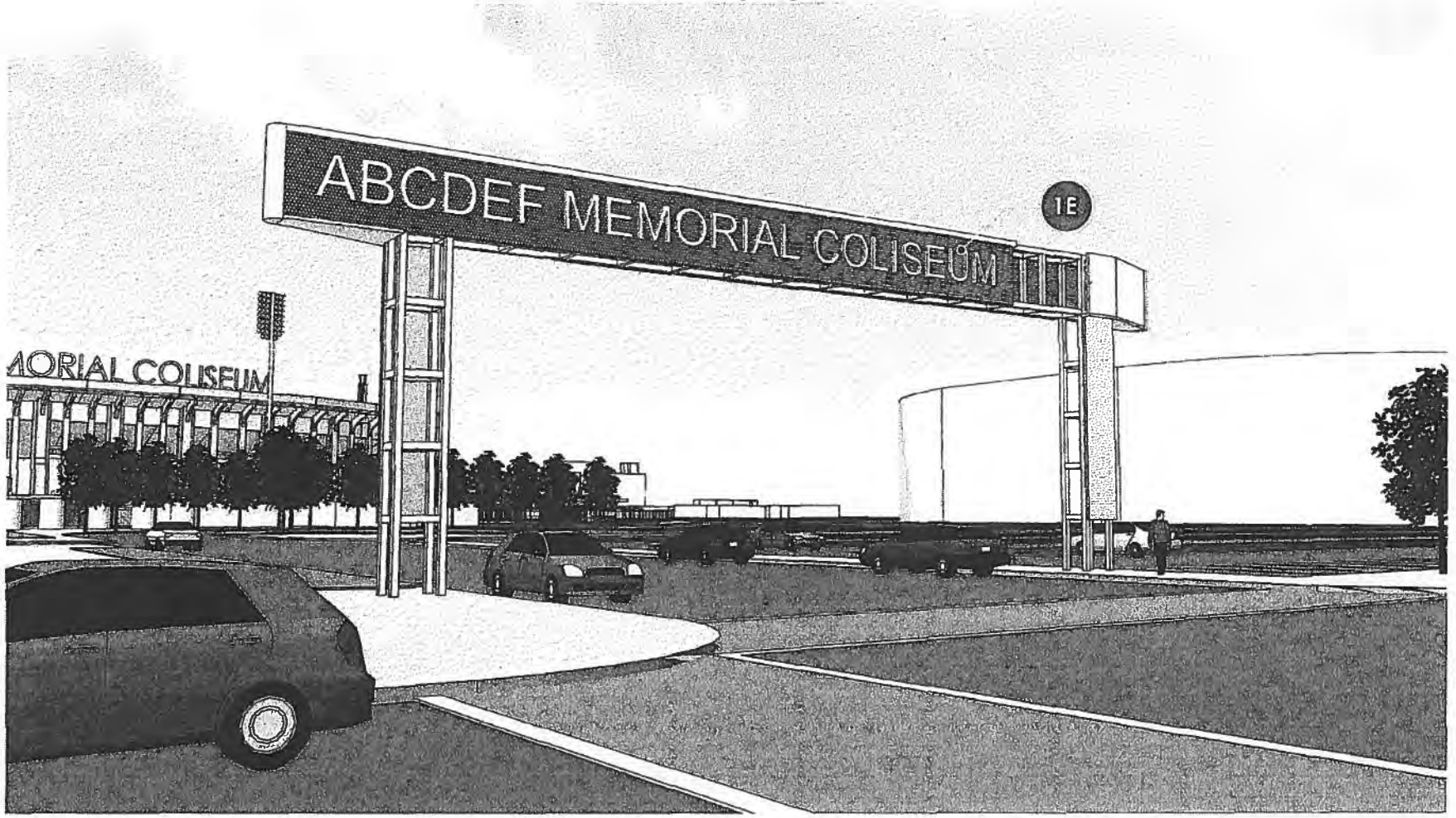
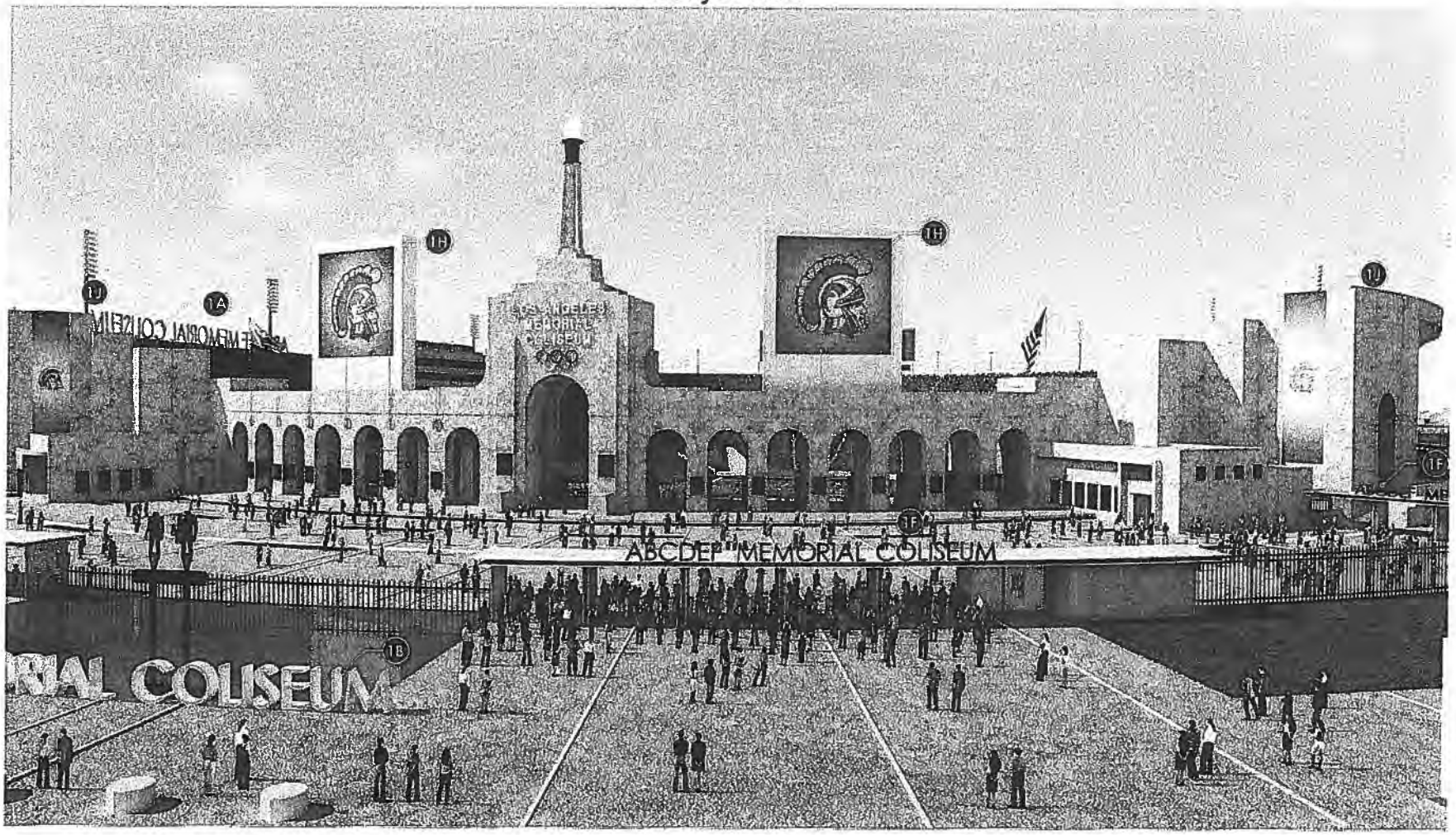


Exhibit 5

Persityle View



Sec. 20. Sections 14 and 15 of Ordinance No. 177558 are repealed.

Sec. 21. 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 JUN 24 2009.

JUNE LAGMAY, City Clerk

By _____
Deputy

Approved _____

JUL 01 2009
Mayor

Approved as to Form and Legality

ROCKARD J. DELGADILLO, City Attorney

By _____
SHARON SIEDORF CARDENAS
Assistant City Attorney

Date MAY 18 2009

Pursuant to Charter Section 559, I approve this ordinance on behalf of the City Planning Commission and recommend that it be adopted .....

May 18, 2009

See attached report.

S. Gail Goldberg A.I.C.P.
S. Gail Goldberg
Director of Planning

File No(s). CF 06-0873;CPC 2006-3082-SP-DA
09-0905

M:\Real Prop_Env_Land Use\Land Use\Sharon Cardenas\Ordinances\Coliseum District SP amendmts 6-08.doc

DECLARATION OF POSTING ORDINANCE

I, MARIA C. RICO, 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. 180768 – Amending the Coliseum District Specific Plan for property located at 3911 South Figueroa and 3843 South Grand Avenue, within the South Los Angeles Community Plan Area – CPC 2006-3082-SP-DA - a copy of which is hereto attached, was finally adopted by the Los Angeles City Council on **June 24, 2009**, 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 **July 7, 2009** I posted a true copy of said ordinance at each of 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 **July 7, 2009** 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 **7th** day of **July 2009** at Los Angeles, California.

Maria C. Rico

Maria C. Rico, Deputy City Clerk

Ordinance Effective Date: August 16, 2009 **Council File No. 09-0905**

Rev. (2/21/06)

SCHEDULE 11

CAPITAL IMPROVEMENTS

SCHEDULE 5				
CAPITAL PROJECTS				
CATEGORY 1				
	ISES Project #	**Project Title**	**Category**	**Type**
1.	62	Improvements to yard paving	Operations	Site
2.	52	Concession stand food service equipment upgrades	Operations	Interior
3.	48	Replace switchgear assemblies	Operations	Electrical
4.	20	Fire alarm system replacement and extension	Operations	Fire/Life Safety
5.	13	Standard built-up roof replacement	Operations	Exterior
6.	59	Restoration of athletic field turf and drainage	Operations	Site
7.	31	Exterior coliseum façade cleaning	Operations	Exterior
8.	1	Overhead Concrete spalling repair work	Operations	Fire/Life Safety
9.	47	Replace and add yard level lighting	Operations	Electrical
10.	26	Cold box refrigeration system replacement-concourse	Operations	Health
11.	23	Replace sprinkler heads- concourse and press box	Operations	Fire/Life Safety
12.	69	Kitchen ventilation system replacement commissary	Operations	HVAC
13.	38	Replace HVAC Systems- peristyle offices	Operations	HVAC
14.	25	Cold box refrigeration system replacement-yard level	Operations	Health
15.	54	Replace sewage ejectors	Operations	Plumbing
16.	22	Fire alarm system replacement-press box	Operations	Fire/Life Safety
17.	44	Selective electrical system repairs	Operations	Electrical
18.	57	Selective drain piping replacement	Operations	Plumbing
19.	64	Fire pump replacement	Operations	Fire/Life Safety
20.	68	Exhaust fan replacement-commissary	Operations	HVAC
21.	56	Selective water supply piping replacement	Operations	Plumbing
22.	5	Install exit signs	Police Station	Fire/Life Safety
23.	72	Replace domestic water booster system	Operations	Plumbing

24.	21	Replace exit signs- concourse and press box	Operations	Fire/Life Safety
25.	65	Cold box refrigeration sys replacement-commissary	Operations	Health
	[redacted]			
1.	51	Interior finish restorations-Coliseum interiors	Locker Rooms	Interior
2.	15	Repair retaining walls at tunnel service drive	Locker Rooms	Site
3.	12	Selective structural repairs to facility	Locker Rooms	Exterior

CATEGORY 2

	ISES Project #	Project Title	Category	Type
	[redacted]			
1.	66	Stadium seating upgrades and replacements	Seats	Exterior
2.	30	Stadium seating area concrete substrate repairs	Seats	Exterior
	[redacted]			
1.	18	Concourse egress stair reconstruction work	TBD	Fire/Life Safety
2.	19	Enhance stadium egress pathways	TBD	Fire/Life Safety
3.	**3**	**Exterior emergency egress and directional signage**	**Operations**	**Fire/Life Safety**
4.	6	Fire sprinkler system installation	Operations	Fire/Life Safety
5.	**4**	**Compromised egress paths and fire compartmentalization**	**Operations**	**Fire/Life Safety**
6.	**16**	**Replace self-illuminating exit signs**	**Operations**	**Fire/Life Safety**
7.	2	Handrail improvements in stadium seating areas	Operations	Fire/Life Safety
8.	27	Stadium seating vertical access improvements	TBD	Handicapped Access
9.	8	Install wheelchair lift at PB tiered seating	TBD	Handicapped Access
10.	10	Modify restrooms for handicapped accessibility	TBD	Handicapped Access
11.	**9**	**Accessible parking space improvements**	**Operations**	**Handicapped Access**
12.	11	Accessibility upgrade for counters and kitchen unit	TBD	Handicapped Access
13.	**28**	**Interior and exterior ADA signage upgrades**	**Operations**	**Handicapped Access**
14.	29	Upgrade interior stair handrails	Operations	Handicapped Access
	ISES Project	**Project Title**	**Category**	**Type**

	#			
	GROUP 2 - GENERAL			
1.	49	Selective interior lighting system upgrades	Operations	Electrical
2.	45	Upgrade electrical distribution-police bldg	Police Station	Electrical
3.	71	Interior lighting upgrade-commissary	Operations	Electrical
4.	32	Concourse , torch, tunnel cleaning and repainting	Operations	Exterior
5.	33	Selective exterior window and door upgrades	Operations	Exterior
6.	**34**	**Outbuilding cleaning and repainting**	**Operations**	**Exterior**
7.	24	Environmental mitigation issues	TBD	Health
8.	39	Exhaust fan replacement-concourse and press +box	Operations	HVAC
9.	37	Selective exhaust fan replacement- yard level	Operations	HVAC
10.	36	Install HVAC systems-police building	Police Station	HVAC
11.	42	Warehouse ventilation system	Operations	HVAC
12.	40	Replace split DX system serving press box	Operations	HVAC
13.	70	Swamp cooler replacement	Operations	HVAC
14.	53	Major interior upgrade to west building	Police Station	Interior
15.	50	interior finishes restoration-outbuildings	Operations	Interior
16.	14	Install automatic flush valves and faucets	Operations	Plumbing
17.	73	Water heater replacement-yard concessions, offices	Operations	Plumbing
18.	58	Water heater replacement-concourse level	Operations	Plumbing
19.	55	Water heater replacement-press box, yard restrooms	Operations	Plumbing
20.	61	General security system upgrades	TBD	Site
21.	60	Ornamental landscaping restoration	Operations	Site
22.	63	**Comprehensive freight elevator modernization**	**Police Station**	**Vertical Transport**
	ISES	**Project Title**	**Category**	**Type**
	Project			

	#			
	[redacted]			
1.	7	Fire alarm system replacement-lower level	Locker Rooms	Fire/Life Safety
2.	17	Replace sprinkler heads-lower level	Locker Rooms	Fire/Life Safety
3.	46	Interior lighting upgrade-lower level, police bldg	Locker Rooms	Electrical
4.	43	Replace lower level switchgear	Locker Rooms	Electrical
5.	67	HVAC system replacement-locker rooms	Locker Rooms	HVAC
6.	35	Replace air-cooled chiller serving locker room	Locker Rooms	HVAC
7.	41	Replace split DX systems serving lower level	Locker Rooms	HVAC

SCHEDULE 11.4
COLISEUM DESIGN GUIDELINES

DUE TO ELECTRONIC SIZE LIMITATIONS, ONLY THE COVER PAGE OF THE COLISEUM DESIGN GUIDELINES HAS BEEN ATTACHED BELOW. THE FULL DOCUMENT WILL BE ATTACHED TO THE EXECUTION VERSION OF THIS AGREEMENT.

Design Guidelines
for the
Los Angeles Memorial Coliseum

Adopted by
Los Angeles Memorial Coliseum Commission

2009

EXHIBIT C

COPY OF COLISEUM GROUND LEASE

See attached.

EXHIBIT C

NOV 1 1955 50 SIX LEASE 1956 - 2006 ORIGINAL

COLISEUM LEASE

THIS LEASE, which is hereby designated Coliseum Lease of 1955, executed in quintuplicate, this 3rd day of January, 1956, by and between the SIXTH DISTRICT AGRICULTURAL ASSOCIATION, an institution of the State of California, hereinafter sometimes referred to as "District" or "Lessor", and the LOS ANGELES MEMORIAL COLISEUM COMMISSION, an entity, hereinafter sometimes referred to as "Commission" or "Lessee", organized and existing pursuant to the provisions of Title 1, Division 7, Chapter 5 of the California Government Code, relating to joint exercise of powers, subdivision 5 of Section 2 of the Charter of the City of Los Angeles, and Division 1, Chapter 3, Article 2 of the Agricultural Code of the State of California.

W I T N E S S E T H :

WHEREAS, Lessor is the owner and holder of fee title to that real property, hereinafter sometimes referred to as "the premises", situated in the City of Los Angeles, County of Los Angeles, State of California, and more fully described in Exhibit "A", hereto attached and by this reference made a part hereof, and

WHEREAS, Lessor desires to lease and let the premises to Lessee and Lessee desires to acquire the leasehold estate hereinafter created, all upon, and subject to the terms and conditions hereinafter provided;

ORIGINAL

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE 1

TERM OF LEASE

Lessor does hereby demise, lease and let the premises to Lessee, together with all improvements thereon, including the stadium or Coliseum and incidental and accessory buildings, structures and appurtenances, unto Lessee for the term of fifty (50) years, commencing the 1st day of January, 1956, for the purposes and upon the terms and conditions hereinafter set out.

ARTICLE 2

USE OF PREMISES 1/2006

The premises and said improvements shall be used only for competitive sports; athletics; games; pageants; plays; celebrations; patriotic or religious gatherings; public recreations; motion picture production or display; public gatherings; festivals; exhibits; industrial, trade, horticultural or agricultural shows; conventions; and exhibitions and productions of a local, regional, national or international character; and for purposes related or incidental to any or all of the foregoing, primarily to the end that the citizens and public generally may enjoy and receive the greatest benefit possible from said Coliseum or stadium and that the City, the County and the District may more effectively demonstrate and exploit their climatic, geographic, recreational, cultural and commercial resources and advantages.

~~Lessee may lease, license, rent, use or permit~~ the use of the said Coliseum or stadium, or any part thereof, for any of the purposes described above.

the right upon the application to Lessee to use said Coliseum or stadium, or any part thereof, for any purpose for which it may lawfully use the same on any date not otherwise reserved, upon such terms and conditions as may be agreed upon with the Lessee.

Lessee shall not make any lease, license, contract or agreement to rent or use or permit the use of said Coliseum or stadium to any person or entity for any period which will extend beyond the expiration of the term of this lease.

Lessee may grant concession privileges for the vending and sale of liquids and edibles, programs, cushions and similar articles, or for the renting of any said articles, provided that no such concession shall be made or given to extend over a period of more than three (3) years or beyond the expiration of the term of this lease, and provided further, that no concession privilege, lease or license shall permit the vending or sale or dispensing of malt, vinous or spirituous alcoholic liquors upon the said premises.

ARTICLE 3

MAINTENANCES OF PREMISES

Lessee shall keep and maintain the leased premises and the Coliseum or stadium and equipment in good order and repair at all times at the cost and expense of Lessee.

Lessee shall provide all water, power, heat, light, sewage and utilities at its own expense.

Lessee shall pay all taxes, assessments or other charges, if any, lawfully levied or assessed upon

or in respect of the premises or any part thereof, improvements thereon, or revenues therefrom.

ARTICLE 4

INSURANCE

Lessee shall carry such insurance and in such amounts as Lessee shall deem necessary or desirable to keep the structures, improvements and equipment of said Coliseum insured against loss or damage by fire or earthquake and shall pay the premiums therefor.

Lessee shall keep and maintain at all times insurance for the benefit and protection of Lessor and Lessee against claims for death or personal injury of persons injured in or about the leased premises in an amount not less than Five Hundred Thousand Dollars ($500,000.00) as to the death or injury of one person, and in an aggregate amount for the death of or injury to more than one person of not less that Two Million Dollars ($2,000,000.00).

Lessee shall carry such insurance and in such amounts as Lessee shall deem necessary or desirable for the benefit and protection of Lessor and Lessee for the loss or destruction of or damage to property of others upon or in connection with the leased premises.

ARTICLE 5

RENT

Lessor hereby reserves and Lessee hereby agrees to pay to Lessor at Los Angeles, California, rent for the leased premises as hereinafter provided.

Lessee shall pay rent to Lessor at the rate of Fifty Thousand Dollars ($50,000.00) per year.

The rent hereinabove provided shall be paid

annually at or before the end of the term year for which it is payable.

For the purpose of securing the payment of the rent hereinabove provided, Lessee does hereby assign, transfer and set over to Lessor all of the receipts and revenues of the said Coliseum or stadium and leased premises to the extent, and only to the extent, necessary to pay to Lessor the rent as and at the time hereinabove provided, with the exception, however, that said receipts and revenues shall be first applied to satisfy payment of the ordinary and direct expenses, other than rent, incurred in the operation and maintenance of the Coliseum or stadium. Lessee further undertakes and agrees that during the term of the lease, it will not pledge, assign, transfer or set over unto any other entity any right, title or interest in or to said revenues which will or in any way defeat or impair the right of Lessor to receive or of Lessee to make payment of said rent from such revenues.

ARTICLE 6

PLEDGE, ASSIGNMENT AND SUBLETTING

Lessee shall not assign this lease or any of its rights hereunder or sublet the leased premises or any part thereof without written consent or approval of Lessor; provided, however, that any lease, license, contract or agreement of Lessee which permits or allows the premises or any part thereof to be used for any of the purposes set out in Article 2 hereof and not in violation or contravention of the restrictions of that Article, shall not be deemed such a subletting as to require the consent or approval of Lessor.

BREACH OR DEFAULT OF LESSEE

In the event that Lessee shall fail to perform or abide by any of the terms or conditions of this lease, such failure shall constitute a breach of this lease, and in the event that such breach shall continue and not have been cured or corrected after two (2) years' written notice by Lessor to Lessee specifying such breach, Lessor, at its option, may terminate this lease, and thereupon Lessee will quit and surrender the leased premises, including the improvements thereon and equipment thereof, to Lessor in good condition and repair, damage by fire, act of God and the elements excepted, and Lessee shall have no right, title or interest in or to any of such property and no claim against the Lessor for the cost or expense thereof.

ARTICLE 8

EXTENSION OF TERM

At any time during the forty-eighth (48th) year of this lease, Lessee may give written notice to Lessor that Lessee elects to extend the term of this lease for such an additional period as may be lawful, if any, provided that the total period of such extension shall not exceed forty-nine (49) years. Lessor shall grant such extension upon the same terms and conditions provided in this lease except as to the rent to be paid by Lessee. In the event of such extension the rent to be paid for and during such extension shall be the amount or at the rate agreed upon by Lessor and Lessee, and in the event that Lessor and Lessee shall be unable or fail to agree upon the amount or rate thereof, then the rent for the term of such extension shall be fixed at such amount or

accordance with the following procedure:

The assessed valuation of all the land within the County of Los Angeles, as of January 1, 1956, shall be determined by reference to the published report of the County Assessor in effect on that date. The assessed valuation of all the land within the County of Los Angeles as of the forty-seventh (47th) year of this lease shall be determined by reference to the then officially published figure. Account shall be taken of any change in the method used in arriving at these two figures on their respective dates. From these two figures the percentage of increase or decrease in said assessed valuation during the intervening period shall be determined. The annual rental for the term of such extension shall be determined by applying said percentage increase or decrease in assessed valuation to the annual amount of rent payable to Lessor at the expiration of the original fifty (50) year term of the herein lease. The formula to be thus applied will be as follows:

$$\frac{\text{Annual rental rate at expiration of original term}}{\text{Annual rental rate during extended term}} = \frac{\text{Assessed value in year 1956}}{\text{Assessed value in year 2003}}$$

It is expressly agreed, however, that Lessor shall not be obligated by such determination to accept a rental during the said extended term which is less than the rental provided for herein to be paid during the last year of the original term of this lease.

ARTICLE 9

SURRENDER UPON EXPIRATION

Upon the expiration of the term of this lease,

vided, Lessee will quit and surrender to Lessor the possession of the leased premises, including the improvements thereon and the equipment thereof, in good condition and repair, damage by fire, act of God and the elements excepted, and Lessee shall have no right, title or interest in or to any of such property and no claim against the Lessor for the cost or expense thereof.

The Commission covenants that it will authorize the execution and delivery of such instruments and take such further action as may be reasonable and as may be required to perfect title to said premises and improvements in the Lessor upon the termination of this lease.

IN WITNESS WHEREOF, said parties have caused these presents to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed, as of the day and year first above written.

ATTEST:

By _____
Secretary, Los Angeles Memorial Coliseum Commission

LOS ANGELES MEMORIAL COLISEUM COMMISSION

By _____
President

ATTEST:

By _____
Secretary, Sixth District Agricultural Association

SIXTH DISTRICT AGRICULTURAL ASSOCIATION

By _____
President

APPROVED:

DEPARTMENT OF FINANCE OF THE STATE OF CALIFORNIA

By _____
Director of Finance

APPROVED AS TO FORM

By _____

Approved as to Form and Legality
DEC 30 1955 19...
ROGER ARNEBERGH
City Attorney
By _____ Deputy

The within instrument approved by the Council of the City of Los Angeles at its meeting of
NOVEMBER 1 1955
WALTER C. PETERSON, City Clerk
By _____ Deputy

LEGAL DESCRIPTION OF THE COLISEUM SITE

That portion of Southern District Agricultural Park and Adjoining Lots in the City of Los Angeles, County of Los Angeles, State of California, as shown on map recorded in Book 4, Page 352 of Miscellaneous Records in the office of the County Recorder of said County, described as follows:

Beginning at a point in the westerly line of Figueroa Street, 100 feet wide, distant along said westerly line North 0° 07' 55" West 701.36 feet from the northerly line of Tract No. 4719 as shown on map recorded in Book 52, Page 48 of Maps in said office; thence South 89° 53' 05" West 726.14 feet; thence South 56° 11' 25" West 113.08 feet to the northwesterly edge of the northwesterly curb of the paved roadway known as South Coliseum Drive, being the TRUE POINT OF BEGINNING; thence North 0° 05' 05" West 375 feet to the southwesterly edge of the southwesterly curb of the paved roadway known as North Coliseum Drive; thence northwesterly along said southwesterly edge of curb and westerly along the southerly edge of said curb to a point in said southerly edge distant North 89° 59' 00" East 177.26 feet from the center line of Menlo Avenue, 60 feet wide; thence South 0° 01' 00" East 19.64 feet; thence South 32° 09' 00" East 72.88 feet; thence South 7° 31' 30" East 57.73 feet; thence South 17° 12' 00" West 55.76 feet; thence South 36° 09' 20" West 97.50 feet; thence South 32° 55' 20" West 59.85 feet; thence South 17° 45' 55" West 89.51 feet; thence South 3° 50' 10" West 76.97 feet; thence South 3° 07' 00" East 54.99 feet; thence South 9° 37' 50" East 25.82 feet to a line at right angles to said center line of Menlo Avenue drawn from a point distant along said center line North 0° 02' 00" East 140.85 feet from the center line of Leighton Avenue as shown in Field Book 2505, Page 47 of the City Engineer of the City of Los Angeles; thence at right angles to said center line of Menlo Avenue North 89° 58' 00" West 62.26 feet to the easterly line of said Menlo Avenue; thence along said Menlo Avenue South 0° 02' 00" West 467.41 feet; thence North 60° 52' 45" East 116.22 feet; thence North 65° 10' 55" East 35.21 feet; thence North 73° 25' 40" East 43.02 feet; thence North 83° 32' 50" East 60.59 feet; thence North 88° 42' 30" East 55.47 feet; thence South 86° 36' 15" East 37.49 feet; thence South 84° 17' 40" East 52.11 feet; thence South 77° 20' 30" East 37.46 feet; thence South 20° 52' 30" East 60.08 feet; thence South 67° 41' 35" East 85.52 feet; thence South 89° 50' 20" East 367.12 feet to the northwesterly edge of the northwesterly curb of said South Coliseum Drive; thence along said edge of curb northeasterly to the true point of beginning.

AMENDMENT TO
COLISEUM LEASE

THIS AMENDMENT TO LEASE, made this 17th day of June, 1971, by and between the California Museum of Science and Industry (formerly known as the SIXTH DISTRICT AGRICULTURAL ASSOCIATION), an institution of the State of California, hereinafter referred to as Lessor, and the LOS ANGELES MEMORIAL COLISEUM COMMISSION, an entity organized and existing pursuant to the provisions of Title 1, Division 7, Chapter 5 of the Government Code, hereinafter referred to as Lessee, WITNESSETH:

WHEREAS, Lessor and Lessee have heretofore entered into a lease, designated "Coliseum Lease of 1955" dated January 3, 1956, and the parties thereto desire to amend the same as hereinafter set forth:

NOW, THEREFORE, IT IS AGREED:

1. The final paragraph of Article 2 (page 3, lines 12-21), of said lease is hereby amended to read as follows:

"Lessee may grant concession privileges for the vending and sale of liquids and edibles, programs, cushions and similar articles, or for the renting of any said articles, provided that no such concession shall be made or given to extend over a period of more than three (3) years or beyond the expiration of the term of this lease, and provided further, that no concession privilege, lease or license shall permit the vending or sale or dispensing vinous or spirituous alcoholic liquors upon the said premises."

2. All other Articles, terms, and conditions of said lease shall remain the same.

/

IN WITNESS WHEREOF, said parties have caused this Amendment to Lease to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed as of the day and year first above written.

ATTESTED:

By _____
Secretary, Los Angeles Memorial Coliseum

LOS ANGELES MEMORIAL COLISEUM COMMISSION

By _____
President

By _____
Secretary, California Museum of Science and Industry

CALIFORNIA MUSEUM OF SCIENCE AND INDUSTRY (formerly known as Sixth District Agricultural Association)

By _____
President

APPROVED AS TO FORM:

ROGER ARNEBERGH, City Attorney

By _____
JOHN A. DALY
Assistant City Attorney

EVELLE J. YOUNGER, Attorney General

By _____
HENRY G. ULLERICH
Deputy Attorney General

APPROVED:

CALIFORNIA DEPARTMENT OF COMMERCE

By _____
EDGAR M. GILLENWATERS, Director

FORM | VALUE | BUDGET | PERSONNEL
Department of General Services
APPROVED
JUL 9 1971
BY ORIGINAL SIGNED BY EMIL J. BELAY
Chief Counsel

LEASE EXTD
RUNS UNTIL YEAR 2006

AMENDMENT TO
COLISEUM LEASE

THIS AMENDMENT TO LEASE, made this 3rd day of December, 1976, by and between the California Museum of Science and Industry (formerly known as the SIXTH DISTRICT AGRICULTURAL ASSOCIATION), an institution of the State of California, hereinafter referred to as Lessor, and the LOS ANGELES MEMORIAL COLISEUM COMMISSION, an entity organized and existing pursuant to the provisions of Title 1, Division 7, chapter 5 of the Government Code, hereinafter referred to as Lessee, WITNESSETH:

WHEREAS, Lessor and Lessee have heretofore entered into a lease, designated "Coliseum Lease of 1955" dated January 3, 1956, as amended June 17, 1971, and the parties thereto desire to amend the same as hereinafter set forth:

NOW, THEREFORE, IT IS AGREED:

1. The final paragraph of Article 2 (page 3, lines 12-21), as amended June 17, 1971, of said lease is hereby amended to read as follows:

"Lessee may grant concession privileges for the vending and sale of liquids and edibles, programs, cushions and similar articles, or for the renting of any said articles, provided that no such concession shall be made or given to extend over a period of more than fifteen (15) years or beyond the expiration of the term of this lease."

2. Article 3 is amended to add:

"Lessee is hereby granted permission to make such improvements in said stadium or Coliseum as are deemed appropriate by the Commission."

/

/

ADDITIONAL COPY FILED
CS 1 - LEASE AGREEMENTS
& AMENDMENTS

3. Article 6 is amended to add:

" . . . , and Lessee may, without the approval of Lessor, lease or license any suites or boxes installed in the Coliseum as part of any improvement program."

4. All other articles, terms, and conditions of said lease shall remain the same.

IN WITNESS WHEREOF, said parties have caused this Amendment to Lease to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed as of the day and year first above written.

ATTESTED:

LOS ANGELES MEMORIAL COLISEUM COMMISSION

By _____
Secretary, Los Angeles Memorial Coliseum

By _____
President

CALIFORNIA MUSEUM OF SCIENCE AND INDUSTRY (formerly known as Sixth District Agricultural Association)

By _____
Secretary, California Museum of Science and Industry

By _____
President

APPROVED AS TO FORM:

JOHN LARSON, County Counsel

By _____
JOEL R. BENNETT
Special Assistant
County Counsel

EVELLE J. YOUNGER, Attorney General

By _____
HENRY G. ULLERICH
Deputy Attorney General

FORM | VALUE | BUDGET | DESCRIPTION
Department of General Services
APPROVED
BY _____

FORM | POLICY | BUDGET
Department of General Services
APPROVED
BY _____
Asst. Chief Counsel

AMENDMENT TO COLISEUM LEASE

This AMENDMENT TO COLISEUM LEASE is executed this 13th day of February, 2008 by and between the CALIFORNIA SCIENCE CENTER, also known as the SIXTH DISTRICT AGRICULTURAL ASSOCIATION, an institution of the State of California (hereinafter "Lessor") and the LOS ANGELES MEMORIAL COLISEUM COMMISSION, a public joint powers entity (hereinafter "Lessee").

Recitals

Lessor and Lessee are parties to that certain Coliseum Lease dated January 3, 1956, as amended. Pursuant to Article 8 of the Coliseum Lease, the Lessee on September 3, 2003 elected to extend the term of the Coliseum Lease for an additional period of 49 years, extending from January 1, 2006 through December 31, 2054. Subsequent to such election, Lessor and Lessee have engaged in negotiations concerning rent, as provided in Article 8, and have now agreed upon such rent for the extended term of the Coliseum Lease.

NOW, THEREFORE, Lessor and Lessee agree as follows:

1. ARTICLE 5, RENT shall be amended to read, in its entirety:

ARTICLE 5

RENT

Lessor and Lessee agree that the rent for the leased premises to be paid by Lessee to Lessor for the extended term of the Coliseum Lease (January 1, 2006 through December 31, 2054) shall be as follows:

A. For the year 2006, Lessee shall pay to Lessor $50,000.00, which Lessor acknowledges has been paid in full.

B. For the year 2007, Lessee shall pay to Lessor $468,750.00. Lessor acknowledges receipt of advance payment on such amount from Lessee in the amount of $50,000.00, and Lessor and Lessee agree that the balance of $418,750.00 shall be due and payable within thirty (30) days from the date of execution of this Amendment.

C. For years 2008 through 2054, Lessee shall pay to Lessor a yearly rental amount which consists of Base Rent plus Naming Rights Equivalent. Lessee shall pay to Lessor a base rental amount of $625,000.00 per year (Base Rent). In addition to Base Rent, Lessor acknowledges that the Lessee will endeavor to identify and contract with a single Naming Rights Sponsor, on customary commercial terms, for purposes of "branding" the Coliseum and increasing Coliseum reveriues for the public's benefit, and Lessee agrees to pay to Lessor an amount equal to 3.125 % of all revenues received by the Lessee per year, if any, from the Naming Rights Sponsor (Naming Rights Equivalent).

D. Commencing in year 2016, and each year thereafter, the yearly Base Rent amount shall be adjusted in accordance with the published percentage increase, if any, in the U.S. Department of Labor, Bureau of Labor Statistics Consumers Price Index – All Urban Consumers (Los Angeles - Riverside - Orange County, California) ("CPI"), provided, however that the total amount of Base Rent plus the Naming Rights Equivalent shall be at least $812,500.00 per year. Such CPI adjustments shall be made based on the published percentage change in the CPI between December of the preceding year and December of the next immediately preceding year. The Base Rent, as adjusted for CPI, shall constitute the Base Rent

Amount for that calendar year. If the CPI is discontinued or revised during the term, such other government index of computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the CPI had not been continued or revised.

E. Rent shall be paid annually as follows: at least one-half (1/2) of the annual rent shall be paid on or before June 30 of the lease year and the balance shall be paid on or before December 31 of the lease year for which it is payable.

F. Payment of the yearly rental amount shall be deemed to include and satisfy all of Lessee's responsibilities and obligations to pay its pro-rata share of the costs of the Sixth District Agricultural Association's "Common Area Services" (for example, services provided by the Office of Park Manager; landscaping, maintenance and janitorial services for the Exposition Park grounds; office of park security and safety services), and Lessee shall not be charged or otherwise responsible for any costs associated with Common Area Services during the term of this agreement.

G. Lessor and Lessee recognize and agree that the fair value of the rights granted by this Lease will likely be subject to change during the lease term based on then-current prevailing market and economic conditions. Lessor and Lessee agree that the yearly rental amount shall be subject to periodic recalculation and adjustment (either increase or decrease) to reflect the fair value of the rights granted under this Lease, based on then-current prevailing market and economic conditions. At the request of either party, the parties shall promptly enter into good faith negotiations to determine the then-current fair value of this Lease.

In recalculating the yearly rental amount, the parties shall consider relevant fiscal matters (including, but not limited to) rental, naming rights or other

income the Coliseum Commission receives from its subtenants, licensees, affiliates and other users of the Coliseum; revenue Lessee receives from providing goods or services in connection with the Coliseum; any proposed significant change in the use of a structure of improvement located on the premises; the parties' capital expenditures; the parties' repair and maintenance costs; the parties' administrative costs; and the parties' operating expenses. The parties agree to cooperate in the negotiations by (including, but not limited to) providing financial records and documents that will assist in determining the current fair rental value.

The recalculated rental rate shall constitute the yearly rental amount for the following calendar years until otherwise recalculated.

H. For the purpose of securing the payment of the rent hereinabove provided, Lessee does hereby assign, transfer and set over to Lessor all of the receipts and revenues of the said Coliseum or stadium and leased premises to the extent, and only to the extent, necessary to pay to Lessor the rent as and at the time hereinabove provided, with the exception, however, that said receipts and revenues shall first be applied to satisfy payment of the ordinary and direct expenses, other than rent, incurred in the operation and maintenance of the Coliseum or stadium. Lessee further undertakes and agrees that during the term of the Lease, it will not pledge, assign, transfer or set over unto any other entity any right, title or interest in or to said revenues which will or in any way defeat or impair the right of Lessor to receive or of Lessee to make payment of said rent from such revenues.

2. Except as expressly changed or modified by this Amendment, all other terms and conditions of the Coliseum Lease shall remain in full force and effect.

IN WITNESS WHEREOF, Lessor and Lessee have caused this AMENDMENT TO COLISEUM LEASE to be executed by their duly authorized officers as of the day and year first above written.

LOS ANGELES MEMORIAL COLISEUM COMMISSION

By _____
President

CALIFORNIA SCIENCE CENTER
(Also known as the SIXTH DISTRICT AGRICULTURAL ASSOCIATION)

By _____
for - President

APPROVED AS TO FORM:

By _____
Commission Counsel

APPROVED:

STATE AND CONSUMER SERVICES AGENCY

By _____
Secretary

APPROVED:

DEPARTMENT OF GENERAL SERVICES

By _____
Director

EXHIBIT D

COPY OF SPORTS ARENA GROUND LEASE

See attached.

Exhibit D

SPORTS ARENA AGREEMENT,
LEASE AND EASEMENT

THIS LEASE, which is hereby designated Sports Arena Lease of 1955, executed in quintuplicate, this 3rd day of January, 1956, by and between the SIXTH DISTRICT AGRICULTURAL ASSOCIATION, an institution of the State of California, hereinafter sometimes referred to as "District" or "Lessor", and the LOS ANGELES MEMORIAL COLISEUM COMMISSION, an entity, hereinafter sometimes referred to as "Commission" or "Lessee", organized and existing pursuant to the provisions of Title 1, Division 7, Chapter 5 of the California Government Code relating to joint exercise of powers; Subdivision 5 of Section 2 of the Charter of the City of Los Angeles, and Division 1, Chapter 3, Article 2 of the Agricultural Code of the State of California.

W I T N E S S E T H :

WHEREAS, Lessor is the owner and holder of fee title to that real property, hereinafter sometimes referred to as "the premises", situated in the City of Los Angeles, County of Los Angeles, State of California, and more fully described in Exhibit "A", hereto attached and by this reference made a part hereof, and

WHEREAS, Lessor desires to lease and let the premises to Lessee and Lessee desires to acquire the leasehold estate hereinafter created, all upon and subject to the terms and conditions hereinafter provided, and

WHEREAS, it is the mutual desire of each of the parties hereto that an arena, pavilion or stadium be

ORIGINAL

[illegible] project,

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE 1

TERM OF LEASE

Lessor does hereby demise, lease and let the premises unto Lessee for the term of fifty (50) years, commencing the 1st day of January, 1956, for the purposes and upon the terms and conditions hereinafter set out.

ARTICLE 2

PLANS, SPECIFICATIONS AND CONSTRUCTION

At the earliest practicable date and in no event later than the date designated in Article 1 of this lease, Lessee shall submit to Lessor general and detailed and scale plans, elevations and drawings, both as to architectural and structural engineering, with complete specifications, all of which have been approved by the said Los Angeles Memorial Coliseum Commission as satisfactory and sufficient to provide for the complete construction and the equipment of a structure or structures, together with incidental improvements, all to be upon the leased premises or appurtenant thereto, which will be suitable for an arena or stadium to be used for the purposes hereinafter provided. Except as the context may require otherwise, the term "arena or stadium" as used in this lease shall mean said structure or structures, together with said incidental improvements and equipment.

At the earliest practicable date and in no event more than one hundred and eighty (180) days after written notice by Lessor to Lessee, Lessee

all substantially in accordance with said plans and specifications and all at the cost and expense of Lessee.

ARTICLE 5

USE OF PREMISES

The premises and said arena or stadium shall be used only for competitive sports; athletics; games; pageants; plays, celebrations; patriotic or religious getherings; public recreation; motion picture production or display; public gatherings; festivals; exhibits; industrial, trade, horticultural or agricultural shows; conventions; and exhibitions and productions of a local, regional, national or international character; and for purposes related or incidental to any or all of the foregoing, primarily to the end that the citizens and public generally may enjoy and receive the greatest benefit possible from the Sports Arena and that the City, the County and the District may more effectively demonstrate and exploit their climatic, geographic, recreational, cultural and commercial resources and advantages.

Lessee may lease, license, rent, use or permit the use of the said arena or stadium or any part thereof for any of the purposes described above.

Said City, County and District shall each have the right, upon application to Lessee to use said arena or stadium or any part thereof for any purpose for which it may lawfully use the same, on any date not otherwise reserved, upon such terms and conditions as may be agreed upon with the Lessee.

Lessee shall not make any lease, license,

said arena or stadium to any person or entity for any period which will extend beyond the expiration of the term of this lease.

Lessee may grant concession privileges for the vending and sale of liquids and edibles, programs, cushions and similar articles, or for the renting of any of said articles, provided that no such concession shall be made or given to extend over a period of more than three (3) years or beyond the expiration of the term of this lease, and provided, further, that no concession privilege, lease or license shall permit the vending or sale or dispensing of spirituous alcoholic liquors upon the said premises.

ARTICLE 4

EASEMENT

Lessor does hereby grant and convey to Lessee as an appurtenance to the premises herein leased, an easement in the nature of an underground passageway for ingress and egress to service the herein proposed sports arena. Said easement shall extend generally in an east-west direction from the basement of said sports arena sloping gradually upward to the surface where it connects with South Coliseum Drive. Said easement shall be limited to fifty (50) feet in width, paved, and for the use of persons, vehicles and animals in connection with servicing said facility. Said easement shall be more particularly defined by reference to the final plans and specifications of the architect and designer of said facility.

MAINTENANCE OF PREMISES

Lessee shall keep and maintain the leased premises and the arena or stadium and equipment in good order and repair at all times at the cost and expense of Lessee.

Lessee shall provide all water, power, heat, light, sewage and utilities at its own expense.

Lessee shall pay all taxes, assessments or other charges, if any, lawfully levied or assessed upon or in respect of the premises or any part thereof, improvement thereon, or revenues therefrom.

ARTICLE 6

INSURANCE

Lessee shall carry such insurance and in such amounts as Lessee shall deem necessary or desirable to keep the structures, improvements and equipment of said arena or stadium insured against loss or damage by fire or earthquake and shall pay the premiums therefor.

Lessee shall keep and maintain at all times insurance for the benefit and protection of Lessor and Lessee against claims for death or personal injury of persons in or about the leased premises in an amount not less than Five Hundred Thousand Dollars ($500,000.00) as to the death or injury of one person, and in an aggregate amount for the death of or injury to more than one person of not less than Two Million Dollars ($2,000,000.00), and shall keep and maintain in effect at all times insurance for the benefit and protection of Lessor and Lessee for the loss or destruction of or damage to property of others upon or in connection

less than One Hundred Thousand Dollars ($100,000.00).

ARTICLE 7

RENT

Lessor hereby reserves and Lessee hereby agrees to pay to Lessor at Los Angeles, California, rent for the leased premises as hereinafter provided.

Lessee shall not be required to pay any rent until two (2) years shall have elapsed after issuance of the building permit to commence construction of the arena or stadium provided for by the provisions hereof.

After the elapse of two (2) years from the date of issuance of said building permit, Lessee shall pay rent calculated as follows:

(a) For the period of ten (10) years commencing at the expiration of the second year of this lease, at the rate of Ten Thousand Dollars ($10,000.00) per year;

(b) For the period of ten (10) years commencing at the expiration of the twelfth year of this lease, at the rate of Twenty Thousand Dollars ($20,000.00) per year;

(c) For the remaining period of this lease at the rate of Thirty Thousand Dollars ($30,000.00) per year.

The rent hereinabove provided shall be paid annually at or before the end of the lease year for which it is payable.

For the purpose of securing the payment of the rent hereinabove provided, Lessee does hereby assign,

premises to the extent, and only to the extent, necessary to pay to Lessor the rent as and at the time hereinabove provided, with the exception, however, that said receipts and revenues shall be first applied to satisfy payment of the ordinary and direct expenses, other than rent incurred in the operation and maintenance of the sports arena. Lessee further undertakes and agrees that during the term of the lease, it will not pledge, assign, transfer or set over unto any other entity any right, title or interest in or to said revenues which will or may in any way defeat or impair the right of Lessor to receive or of Lessee to make payment of said rent from such revenues.

ARTICLE 8

PLEDGE, ASSIGNMENT AND SUBLETTING

Lessee shall not assign this lease or any of its rights hereunder or sublet the leased premises or any part thereof without the written consent or approval of Lessor; provided, however, that any lease, license, contract or agreement of Lessee which permits or allows the premises or any part thereof to be used for any of the purposes set out in Article 3 hereof and not in violation or contravention of the restrictions of that Article shall not be deemed such a subletting as to require the consent or approval of Lessor.

ARTICLE 9

BREACH OR DEFAULT OF LESSEE

In the event that Lessee shall fail to perform or abide by any of the terms or conditions of

lessee, and in the event such breach shall continue and not have been cured or corrected after two (2) years' written notice by Lessor to Lessee specifying such breach, Lessor at its option, may terminate this lease, and thereupon Lessee will quit and surrender the leased premises, including the improvements thereon and equipment thereof, to Lessor in good condition and repair, damage by fire, act of God and the elements excepted, and Lessee shall have no right, title or interest in or to any of such property and no claim against the Lessor for the cost or expense thereof. In the event, however, that Lessee does issue revenue bonds for the construction of the herein proposed sports arena or stadium, then Lessor shall not terminate this lease for such breach unless and until all such revenue bonds and the interest thereon shall have been paid or provision for such payment shall have been made, provided, however, that any unpaid rent shall accrue and bear interest at the rate of 6% per annum from the date when the same was payable by the terms hereof, and all accrued rent shall have first priority as part of the ordinary operating expenses for payment out of the revenue from the sports arena or stadium.

ARTICLE 10

EXTENSION OF TERM

At any time during the forty-eighth (48th) year of this lease, Lessee may give written notice to Lessor that Lessee elects to extend the term of this lease for such an additional period as may be lawful, if any, provided that the total period of such extension shall not exceed forty-nine (49) years. Lessor shall grant such

the event of such extension the rent to be paid for and during such extension shall be the amount or at the rate agreed upon by Lessor and Lessee, and in the event that Lessor and Lessee shall be unable or fail to agree upon the amount or rate thereof, then the rent for the term of such extension shall be fixed at such amount or amounts and at the rate which shall be determined in accordance with the following procedure:

The assessed valuation of all the land within the County of Los Angeles, as of January 1, 1956, shall be determined by reference to the published report of the County Assessor in effect on that date. The assessed valuation of all the land within the County of Los Angeles as of the forty-seventh (47th) year of this lease shall be determined by reference to the then officially published figure. Account shall be taken of any change in the method used in arriving at these two figures on their respective dates. From these two figures the percentage of increase or decrease in said assessed valuation during the intervening period shall be determined. The annual rental for the term of such extension shall be determined by applying said percentage increase or decrease in assessed valuation to the annual amount of rent payable to Lessor at the expiration of the original fifty (50) year term of the herein lease. The formula to be thus applied will be as follows:

$$\frac{\text{Annual rental rate at expiration of original term}}{\text{Annual rental rate during extended term}} = \frac{\text{Assessed value in year 1956}}{\text{Assessed value in year 2003}}$$

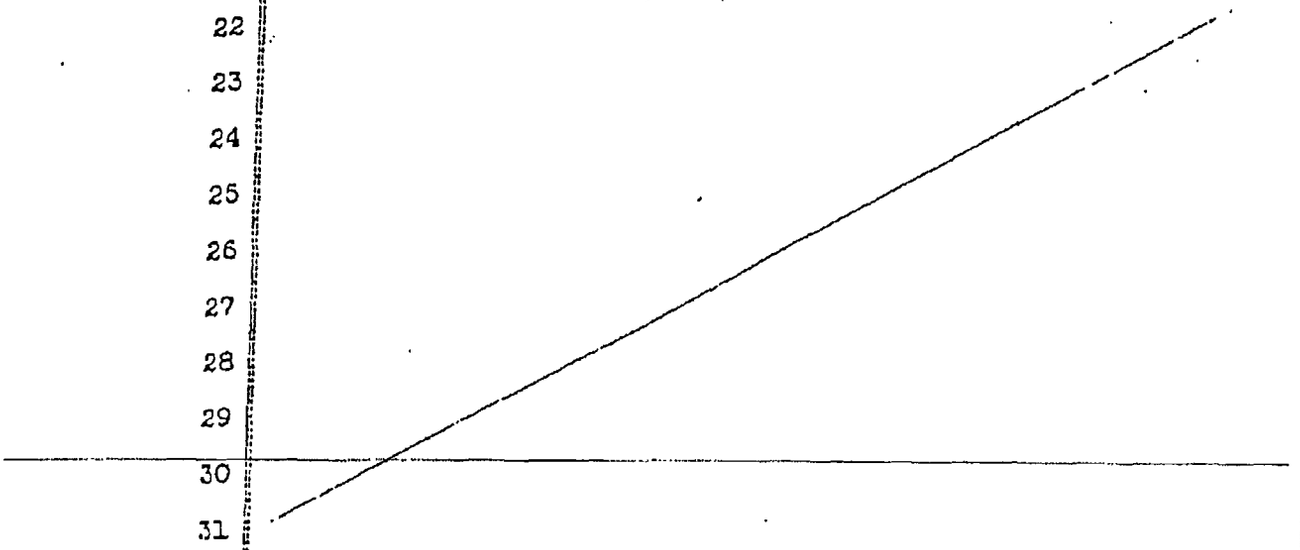
the said extended term which is less than the rental provided for herein to be paid during the last year of the original term of this lease.

ARTICLE 11

SURRENDER UPON EXPIRATION

Upon the expiration of the term of this lease, unless it shall be renewed or extended as hereinafter provided, Lessee will quit and surrender to Lessor the possession of the leased premises, including the improvements thereon and the equipment thereof, to Lessor in good condition and repair, damage by fire, act of God and the elements excepted, and Lessee shall have no right, title or interest in or to any of such property and no claim against the Lessor for the cost or expense thereof.

The Commission covenants that it will authorize the execution and delivery of such instruments and take such further action as may be reasonable and as may be required to perfect title to said premises and improvements in the Lessor upon the termination of this lease.



these presents to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed, as of the day and year first above written.

ATTEST:

By _____
Secretary, Sixth District Agricultural Association

SIXTH DISTRICT AGRICULTURAL ASSOCIATION

By _____
President

ATTEST:

By _____
Secretary, Los Angeles Memorial Coliseum Commission

LOS ANGELES MEMORIAL COLISEUM COMMISSION

By _____
President

APPROVED:

DEPARTMENT OF FINANCE OF THE STATE OF CALIFORNIA

By _____
Director of Finance

APPROVED AS TO FORM

By _____
Assistant Attorney General

by ordinance

The within instrument approved by the Council of the City of Los Angeles at its meeting of

NOVEMBER 21 1955

WALTER A. PETERSON, City Clerk

By _____
Deputy

Approved as to Form and Legality

DEC 30 1955 19

ROGER ARNEBERGH
City Attorney

By _____
Deputy

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPOSED SPORTS ARENA SITE

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

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

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

ALSO EXCEPT any portion included within Lot P of said Southern District Agricultural Park and adjoining lots.

SPORTS ARENA AGREEMENT
AND LEASE

AMENDMENT TO SPORTS ARENA AGREEMENT, LEASE AND EASEMENT

This AMENDMENT TO SPORTS ARENA AGREEMENT, LEASE AND EASEMENT is executed this 13th day of February, 2008 by and between the CALIFORNIA SCIENCE CENTER, also known as the SIXTH DISTRICT AGRICULTURAL ASSOCIATION, an institution of the State of California (hereinafter "Lessor") and the LOS ANGELES MEMORIAL COLISEUM COMMISSION, a public joint powers entity (hereinafter "Lessee").

Recitals

Lessor and Lessee are parties to that certain Sports Arena Agreement, Lease and Easement ("Agreement") dated January 3, 1956, as amended. Pursuant to Article 10 of the Agreement, the Lessee on September 3, 2003 elected to extend the term of the Agreement for an additional period of 49 years, extending from January 1, 2006 through December 31, 2054. Subsequent to such election, Lessor and Lessee have engaged in negotiations concerning rent, as provided in Article 10, and have now agreed upon such rent for the extended term of the Agreement.

NOW, THEREFORE, Lessor and Lessee agree as follows:

1. ARTICLE 7, RENT shall be amended to read, in its entirety:

ARTICLE 7

RENT

Lessor and Lessee agree that the rent for the leased premises to be paid by Lessee to Lessor for the extended term of the Agreement (January 1, 2006 through December 31, 2054) shall be as follows:

A. For the year 2006, Lessee shall pay to Lessor $30.000.00, which Lessor acknowledges has been paid in full.

B For the year 2007, Lessee shall pay to Lessor $281,250.00. Lessor acknowledges receipt of advance payment on such amount from Lessee in the amount of $30,000.00, and Lessor and Lessee agree that the balance of $251,250.00 shall be due and payable within thirty (30) days from the date of execution of this Amendment.

C. For years 2008 through 2054, Lessee shall pay to Lessor a yearly rental amount which consists of Base Rent plus Naming Rights Equivalent Lessee shall pay to Lessor a base rental amount of $375,000.00 per year (Base Rent). In addition to Base Rent, Lessor acknowledges that the Lessee will endeavor to identify and contract with a single Naming Rights Sponsor, on customary commercial terms, for purposes of "branding" the Coliseum and increasing Coliseum revenues for the public's benefit, and Lessee agrees to pay to Lessor an amount equal to 1 875 % of all revenues received by the Lessee per year, if any, from the Naming Rights Sponsor (Naming Rights Equivalent)

D. Commencing in year 2016, and each year thereafter, the yearly Base Rent amount shall be adjusted in accordance with the published percentage increase, if any, in the U.S. Department of Labor, Bureau of Labor Statistics Consumers Price Index - All Urban Consumers (Los Angeles - Riverside - Orange County, California) ("CPI"), provided, however, that the total amount of Base Rent plus the Naming Rights Equivalent shall be at least $487,500.00 per year. Such CPI adjustments shall be made based on the published percentage change in the CPI between December of the preceding year and December of the next immediately preceding year. The Base Rent, as adjusted for CPI, shall constitute the Base Rent

Amount for that calendar year. If the CPI is discontinued or revised during the term, such other government index of computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the CPI had not been continued or revised.

E. Rent shall be paid annually as follows. at least one-half (1/2) of the annual rent shall be paid on or before June 30 of the lease year and the balance shall be paid on or before December 31 of the lease year for which it is payable.

F. Payment of the yearly rental amount shall be deemed to include and satisfy all of Lessee's responsibilities and obligations to pay its pro-rata share of the costs of the Sixth District Agricultural Association's "Common Area Services" (for example, services provided by the Office of Park Manager; landscaping, maintenance and janitorial services for the Exposition Park grounds. office of park security and safety services), and Lessee shall not be charged or otherwise responsible for any costs associated with Common Area Services during the term of this agreement.

G. Lessor and Lessee recognize and agree that the fair value of the rights granted by this Lease will likely be subject to change during the lease term based on then-current prevailing market and economic conditions. Lessor and Lessee agree that the yearly rental amount shall be subject to periodic recalculation and adjustment (either increase or decrease) to reflect the fair value of the rights granted under this Lease, based on then-current prevailing market and economic conditions. At the request of either party, the parties shall promptly enter into good faith negotiations to determine the then-current fair value of this Lease.

In recalculating the yearly rental amount, the parties shall consider relevant fiscal matters (including, but not limited to) rental, naming rights or other

income the Coliseum Commission receives from its subtenants, licensees, affiliates and other users of the Sports Arena; revenue Lessee receives from providing goods or services in connection with the Sports Arena; any proposed significant change in the use of a structure of improvement located on the premises; the parties' capital expenditures; the parties' repair and maintenance costs; the parties' administrative costs; and the parties' operating expenses. The parties agree to cooperate in the negotiations by (including, but not limited to) providing financial records and documents that will assist in determining the current fair rental value.

The recalculated rental rate shall constitute the yearly rental amount for the following calendar years until otherwise recalculated

H. For the purpose of securing the payment of the rent hereinabove provided, Lessee does hereby assign, transfer and set over to Lessor all of the receipts and revenues of said Sports Arena or stadium and leased premises to the extent, and only to the extent, necessary to pay to Lessor the rent as and at the time hereinabove provided, with the exception, however, that said receipts and revenues shall first be applied to satisfy payment of the ordinary and direct expenses, other than rent, incurred in the operation and maintenance of the Sports Arena or stadium. Lessee further undertakes and agrees that during the term of the Lease, it will not pledge, assign, transfer or set over unto any other entity any right, title or interest in or to said revenues which will or in any way defeat or impair the right of Lessor to receive or of Lessee to make payment of said rent from such revenues.

2 Except as expressly changed or modified by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect

IN WITNESS WHEREOF, Lessor and Lessee have caused this AMENDMENT TO SPORTS ARENA AGREEMENT, LEASE AND EASEMENT to be executed by their duly authorized officers as of the day and year first above written

LOS ANGELES MEMORIAL COLISEUM COMMISSION

By _____
President

CALIFORNIA SCIENCE CENTER
(Also known as the SIXTH DISTRICT AGRICULTURAL ASSOCIATION)

By _____
for President

APPROVED AS TO FORM:

By _____
Commission Counsel

APPROVED:

STATE AND CONSUMER SERVICES AGENCY

By _____
Secretary

APPROVED:

DEPARTMENT OF GENERAL SERVICES

By _____
Director

EXHIBIT E

COPY OF NDA LEASE

See attached.

NON-DISTURBANCE AGREEMENT DIRECT LEASE AGREEMENT

BY AND BETWEEN

CALIFORNIA SCIENCE CENTER

AND

UNIVERSITY OF SOUTHERN CALIFORNIA

_____, 20__

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LEASE AGREEMENT

This NON-DISTURBANCE DIRECT LEASE AGREEMENT (this "***Agreement***") is made and entered into as of _____, 20__ (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 the UNIVERSITY OF SOUTHERN CALIFORNIA, a California nonprofit public benefit corporation ("***Tenant***").

RECITALS

A. Landlord is the owner of the Los Angeles Memorial Coliseum (the "***Coliseum***") and its surrounding grounds, as more particularly described on the attached **Exhibit A** (the "***Coliseum Property***") and the Los Angeles Memorial Sports Arena (the "***Sports Arena***") and its surrounding grounds, as more particularly described on the attached **Exhibit B** (the "***Sports Arena Property***") (collectively, the Coliseum Property and the Sports Arena Property are referred to herein as the "***Premises***").

B. The Los Angeles Memorial Coliseum Commission ("***Commission***") previously leased the Premises from Landlord pursuant to two separate leases, both originally dated January 3, 1956 (the "***District Leases***"). Subsequently, Tenant and the Commission entered into that certain Second Amendment to Lease and Agreement dated as of July 29, 2013 in which Tenant subleased the Premises from the Commission (the "***Prior Agreement***"), commencing on July 29, 2013 (the "***Prior Agreement Commencement Date***").

C. The District Leases and the Prior Agreement have expired or otherwise terminated and Landlord now desires to enter into this Agreement effective as of the Commencement Date to allow for Tenant's ongoing lease of the Premises in order to ensure the continuing operation of the Premises as a world renowned public event venue, in compliance with the public benefit requirements set forth in the District Lease.

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.

2.2 Other Property. In connection with the lease of the Premises, Landlord hereby transfers to Tenant for the Term a leasehold interest in the property described on **Schedule 2.2-1**, to the extent such property is owned by Landlord or leased by Landlord from a third party and was previously leased by Tenant from Commission pursuant to the Prior Agreement (collectively, the "***Other Property***"). The Other Property is leased to Tenant with absolutely no representations or warranties of any kind or character, express or implied, including but not limited to any warranty as to fitness for any particular purpose. With respect to any licenses, contracts, leases and other agreements included on **Schedule 2.2-1**, as of the Commencement Date Landlord shall be deemed to have assigned to Tenant Landlord's rights, title and interest in and to such licenses, contracts, leases and other agreements arising or accruing during the Term of this Agreement, and Tenant shall be deemed to have assumed the performance of all of Landlord's obligations and liabilities under such licenses, contracts, leases and agreements arising or accruing during the Term of this Agreement.

2.3 Prior Agreement. This Agreement will supersede in its entirety the Prior Agreement effective as of the Commencement Date.

2.4 Acceptance. Prior to entering into this Agreement, Tenant has operated in and on the Premises pursuant to the Prior Agreement. In addition, Tenant has made an independent examination of the Coliseum Property and the remainder of the Premises and all matters related to Tenant's decision to enter into this Agreement. Tenant does not rely on, and Landlord does not make, any express or implied representations or warranties as to any matters relating to the Premises. Tenant accepts the Premises in their existing "as-is" condition, with all faults and defects. Tenant hereby waives, releases and relinquishes any and all rights, claims, suits, causes of action, remedies, liabilities and damages against Landlord and Landlord's constituent entities, and its and their officers, directors, commissioners, officials, agents, employees and contractors (collectively, "***Landlord Parties***") based upon any defects in the physical condition of the Premises existing as of the Effective Date, regardless of whether such condition was known or unknown as of the Effective Date.

3. Term.

3.1 Initial Period. The term of the lease of the Premises to Tenant pursuant to this Agreement (the "***Term***") shall commence as of _____ (the "***Commencement Date***"). The Term shall continue until the last day of the month preceding _____ (insert date that is date of expiration of Term or applicable Extensions Option of Prior Agreement), unless the Term is sooner ended or extended pursuant to the provisions of this Agreement. For all purposes under this Agreement, the Term shall include any Extension Term for which an Extension Option is exercised under Section 3.2 below.

3.2 Extension Options. Landlord hereby grants Tenant _____ [number of options to be inserted at time of execution depending upon remaining Extension Options from Prior Agreement such that the Term may be extended to December 31, 2054] successive options to extend the Term (the "***Extension Options***") for the periods set forth below (each, an "***Extension Term***" and collectively, the "***Extension Terms***"), unless the Term is sooner ended pursuant to the provisions of this Agreement:

(a) From the day after the twentieth anniversary of the Commencement Date to and including the twenty-fifth anniversary of the Commencement Date;

(b) From the day after the twenty-fifth anniversary of the Commencement Date to and including the thirtieth anniversary of the Commencement Date;

(c) From the day after the thirtieth anniversary of the Commencement Date to and including the thirty-fifth anniversary of the Commencement Date;

(d) From the day after the thirty-fifth anniversary of the Commencement Date to and including the fortieth anniversary of the Commencement Date; and

(e) From the day after the fortieth anniversary of the Commencement Date to and including December 31, 2054.

3.3 Manner and Time of Exercise of Extension Options. Subject to Section 3.4 below, each Extension Option shall be considered automatically exercised, and each Extension Term shall commence on the date after the expiration of the prior Term, unless Tenant notifies Landlord in writing not less than one (1) year prior to the then-scheduled expiration of the Term of its affirmative election not to exercise such Extension Option.

3.4 No Existing Defaults. Tenant shall have the right in its sole and absolute discretion to elect not to exercise an Extension Option. Notwithstanding any contrary provision of this Section 3.4 or Section 3.3 above, if as of the commencement date of any Extension Term, Tenant is in Default of this Agreement or the Prior Agreement (if applicable) (i.e., after any written notice and cure period applicable under Section 16.1 of this Agreement or the Prior Agreement, if applicable), then, at Landlord's election by written notice to Tenant at any time not later than thirty (30) days after the date that such Extension Term would have commenced, the Term shall not be extended for such Extension Term, and this Agreement shall terminate as of the later of (a) the expiration date of the prior Term, or (b) thirty (30) days after such written notice from Landlord.

3.5 Additional Extension Options.

In addition to the extension options granted to Tenant in this Section 3, Tenant shall also have the right to enter into a new lease for the use and occupancy of (a) the Coliseum Property in accordance with the terms and conditions of that certain Lease Option Agreement (Coliseum Property) entered into on or about September 4, 2013 by and between the parties hereto or their predecessors in interest; and (b) the Sports Arena Property in accordance with the terms and conditions of that certain Lease Option Agreement (Sports Arena Property) entered into on or about September 4, 2013 by and between the parties hereto or their predecessors in interest.

4. Rent and Other Consideration.

4.1 Base Rent. As consideration for Landlord's lease of the Premises, Tenant shall pay to Landlord all "Base Rent" that would have been payable by Commission under the District Leases, as if such District Leases were still in full force and effect, when such rent would have been due under the District Leases ("***Base Rent***"). The parties acknowledge that Base Rent is

payable in semi-annual installments, paid in arrears, such that, for example, the June 30, 2014 installment of Base Rent pertains to the period January 1, 2014 through June 30, 2014 and that the December 31, 2014 installment of Base Rent pertains to the period July 1, 2014 through December 31, 2014. Payment of the Base Rent shall be deemed to include and satisfy all of Tenant's responsibilities and obligations to pay its pro-rata share of the costs of the Sixth District Agricultural Association's "Common Area Services" (for example, services provided by the Office of the Park Manager; landscaping, maintenance, and janitorial services for the Exposition Park grounds; office of park security and safety services), and Tenant shall not be charged or otherwise responsible for any additional costs associated with Common Area Services during the term of this Agreement.

4.2 Additional Rent to Landlord. Tenant shall also pay

(a) to Landlord an annual amount to fund ongoing Landlord operations, including costs for administration, performance and enforcement of this Agreement, and any real property assessments payable by Landlord (other than fines or penalties resulting from late payment by Landlord) ("***Landlord Operating Costs***"), which amount shall be determined and paid as provided in Section 4.4 below.

(b) Tenant shall pay to Landlord Landlord's share of the Cumulative Calculated Amount described in Section 4.3, as and when payable under Section 4.3.

4.3 Cumulative Calculated Amount.

(a) Within ninety (90) days after the last day of each Lease Year (each such last day, an "***Annual Determination Date***"), Tenant shall calculate and report to Landlord the Cumulative Calculated Amount as of the Annual Determination Date. Each such report by Tenant to Landlord shall be in reasonable detail, and Tenant shall supply Landlord with such additional information as Landlord may reasonably request with respect to any aspect of any calculation reported.

(b) In the event that the Cumulative Calculated Amount determined as of any Annual Determination Date shall exceed $0, Tenant shall, concurrently with its report of that Cumulative Calculated Amount to Landlord under Section 4.3(a), pay to Landlord an amount that is equal to the excess (if any) of (x) Landlord's cumulative share of that Cumulative Calculated Amount determined in accordance with Section 4.3(c), over (y) the total of all payments previously made to Landlord by Tenant under this subsection (b) and the total of all payments previously made to Commission by Tenant under this section in the Prior Agreement.

(c) Landlord's cumulative share of the Cumulative Calculated Amount determined as of any Annual Determination Date is: (i) five percent (5%) of the first $2.5 million thereof; plus (ii) ten percent (10%) of the next $2.5 million thereof; plus (iii) fifteen percent (15%) of the next $2.5 million thereof, plus (iv) twenty percent (20%) of all amounts thereof in excess of $7.5 million; *provided,* each of the $2.5 million (and $7.5 million total) threshold amounts referenced in preceding clauses (i) through (iv) shall be adjusted at each Annual Determination Date to reflect the percentage change, if any, in the CPI most recently published

prior to the Annual Determination Date as compared to the CPI most recently published prior to the Commencement Date of the Prior Agreement.

(d) Examples of the application of Sections 4.3(b) and (c) are set forth in **Schedule 4.3(d)**. These examples are hypothetical and for purposes of illustration only. For purposes of determining the Cumulative Calculated Amount, calculation shall include determinations made pursuant to the Prior Agreement.

(e) Tenant shall maintain a separate account for the revenue and expenditures associated with the Coliseum Property in order to provide the reports and statements required under Sections 4.3(a) and 14.1 below.

(f) Landlord agrees and acknowledges that Tenant may impose a ticket surcharge for Tenant Events in order to fund capital improvements and operating expenses. The amount of such ticket surcharge shall be Excluded Receipts to the extent such funds are applied to capital improvements, but the cost of any capital improvements funded by the ticket surcharge shall be included as Capital Improvement Items for the purposes of determining the Cumulative Calculated Amount. Tenant shall have the sole right to determine and adjust the amount of the ticket surcharge imposed from time to time; provided that (i) the average ticket price (excluding the ticket surcharge) for the applicable Event remains at a rate that is comparable to the rates then being charged by other venues and sponsors of similar athletic and other events; and (ii) without limitation of the requirement set forth in clause (i) above, Tenant agrees that the average ticket price for USC Home Football Games shall be no less than $50 during the Term. Landlord acknowledges and agrees that as of the Commencement Date of the Prior Agreement, (A) Tenant charges different prices per ticket for season tickets and single tickets, and ticket prices vary from game to game during each season; and (B) Tenant calculates the average ticket price by dividing the total of the ticket prices (other than Student/Staff Tickets) for each USC Home Football Game by the number of USC Home Football Games (e.g. $45, $45, $50, $50, $55, and $55 divided by 6 games equals an average ticket price of $50). In the future, Tenant may calculate its average ticket price by dividing the total amount of ticket revenues by the total amount of tickets sold in a season, or by any other commercially reasonable method of calculating the average ticket price.

(g) Landlord's share of the Cumulative Calculated Amount paid by Tenant for each Lease Year shall be deposited in the Exposition Park Improvement Fund pursuant to Food and Agricultural Code section 4106, subd. (c) and shall be expended pursuant to Food and Agricultural Code section 4106, subd. (d).

(h) Within thirty (30) days of Landlord's request, Tenant shall provide to Landlord copies of each of the annual reports of the Cumulative Calculated Amount delivered by Tenant to Commission under the Prior Agreement.

4.4 Landlord Operating Costs. To compensate Landlord for costs associated with managing and monitoring this Agreement, Tenant shall pay Landlord the amount set forth as the Operating Expense Budget in the last year that the Commission was in possession of the Premises ("***State Expense Budget***"). The State Expense Budget shall escalate annually by the percentage increase in the CPI. Any trademark royalties paid to Landlord pursuant to Section

8.7 shall result in an equivalent deduction in the payment of Landlord Operating Costs for the applicable Lease Year in which such royalties are paid.

4.5 Net Lease. 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.

4.6 No Other Rent. Landlord agrees that it shall not impose any rents, levy, charge or exaction not expressly set forth in this Agreement on the Premises or the Landlord Parking Areas, or Tenant's use thereof, other than charges imposed on the use of parking spaces in the Landlord Parking Areas that are consistent with charges imposed in other parking lots in the surrounding areas, (collectively "***Charges***") unless such Charges are applicable to other similarly situated venues in the State of California and such Charges are not specific and unique to the Premises, the Landlord Parking Areas or the events held therein. If such charges are imposed, the amount of such Charges shall be deducted from any and all other amounts due and owing to Landlord by Tenant hereunder such that the total amount due and payable to Landlord shall be as otherwise expressly set forth in this Agreement.

5. Permitted Use.

5.1 Permitted Use. Tenant acknowledges the Property may only be used for competitive sports; athletics; games; pageants; plays, celebrations; patriotic or religious gatherings; public recreation; motion picture production or display; public gatherings; festivals; exhibits; industrial, trade, horticultural or agricultural shows; conventions; and exhibitions and productions of a local, regional, national or international character; 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 Property 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.

5.2 Event Scheduling:

(a) Scheduling of Events. All entities in Exposition Park shall be obligated to calendar and coordinate all events with the Exposition Park Manager who shall be an individual appointed by the Governor of the State of California. If the individual appointed by the Governor as Exposition Park Manager is concurrently an employee of (or otherwise then affiliated with) an Exposition Park entity (such Exposition Park entity, solely for purposes of this Section 6, a "***Related Entity***") and if a determination is made by the Exposition Park Manager under this Agreement in favor of the Related Entity with which determination one or more other Exposition Park entities shall disagree, the dispute shall be submitted to the Secretary of the Natural Resources Agency for determination in a timely manner. For purposes of this Section 5,

each day of a multi-day Museum Event, Special Event or Major Event shall be considered a separate Museum Event, Special Event or Major Event for purposes of scheduling.

(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 5.2(b) and subject to Section 5.2(d) below.

(i) Tenant shall have priority for calendaring its USC Home Football Games as well as Tenant's 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. Tenant shall provide its schedule for USC Home Football Games, its "Spring Game", and NFL Games as soon as such schedule is available and shall update it with the Exposition Park Manager as changes to the schedule are made, using commercially reasonable efforts to communicate such updates within three (3) business days of receipt of any such schedule changes.

(ii) (A) Each of the Natural History Museum, California Science Center and CAAM shall 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 Tenant 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 USC Home Football Games, NFL Games, Olympics and Special Olympics, or other Events already scheduled on the Exposition Park calendar, (2) in no event will such preclusion occur more than two Saturdays in any given calendar month, and(3) with respect to the Natural History Museum, the Natural History Museum 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 and CAAM shall have priority to schedule up to nine (9) Museum Events each year (the "***Additional Museum Events***") , provided that Additional Museum Events cannot preclude USC Home Football Games, NFL Games, Olympics and Special Olympics or other Events already scheduled on the Exposition Park calendar. If an Additional Museum Event is scheduled, Tenant may schedule an event or Special Event that coincides or overlaps with the Additional Museum Event, so long as the anticipated attendance for the Tenant event or Special Event does not exceed 16,000. If Tenant 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, Tenant 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 or CAAM at the expense of Tenant 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 or CAAM, and therefore the Tenant

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, and (3) the EXPO Center shall have priority to calendar up to twenty-four (24) Special or Major Events each year, as long as, in each case, the Special or Major Events do not interfere with USC Home Football Games, NFL Games, Olympics and Special Olympics or other Events already scheduled on the Exposition Park calendar. Such calendaring priority shall also be subject to section 5.2(b)(iii) below.

(iii) By January 31st of each year, each of the Exposition Park entities 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 (ii)(B) of this Section 5.2(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 Tenant with respect to a Tenant Event, on Tenant'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 paragraph (i) of this Section 5.2(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.

(iv) Subject to the foregoing priorities, each of the entities in Exposition Park may, at their sole discretion, calendar any other event, and the parking for any such event so calendared by an Exposition Park entity other than Tenant shall be subject to Section 7.3(a) below.

(v) 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 this Section 5.2(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 1 - 6, load out must be completed by 4 pm and Parking Lots, 4, 5, and 6 should only be used if

Parking Lots 1, 2 and 3 all are unavailable due to other events in Exposition Park. No more than six (6) swap meets may be held in Parking Lots 1 - 6 in any given year.

(vi) Notwithstanding anything in the foregoing paragraphs (i) through (v) of this Section 5.2(b) to the contrary, if, at any time after the third (3rd) anniversary of the Effective Date, the number of Events held at the Premises, on an annual basis, for each of the previous three (3) years are less than the average number of Events held annually at the Premises during the five (5) years immediately preceding the Effective Date, and Tenant is able to demonstrate that the cause of the decreased number of Events is reasonably attributable to calendaring conflicts between Tenant and the other Exposition Park entities, thereafter, at the written request of Tenant (which may be via email), Tenant and Landlord shall meet and confer to negotiate an amendment to this Section 5.2(b) to address the scheduling of Museum Events with under 3000 in attendance, which amendment shall be reasonably satisfactory to both Tenant and Landlord. If, following Tenant's request to meet and confer, Tenant and Landlord do not reach agreement on such scheduling and/or have not executed an amendment to this Agreement memorializing such new scheduling on or before the date that is six (6) months after the date of Tenant's written request to meet and confer, then paragraph (ii)(A) of this Section 5.2(b) automatically shall be amended and restated to read as follows:

> "The Natural History Museum, California Science Center and CAAM collectively shall have priority to schedule up to six (6) Museum Events each year and designate such Museum Events as "***Significant Museum Events***" that preclude any other Tenant 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 USC Home Football Games, NFL Games, Olympics and Special Olympics, or other Events already scheduled on the Exposition Park calendar, and (B) in no event will such preclusion occur more than two Saturdays in any given calendar month. The Natural History Museum, California Science Center and CAAM may allocate among themselves the six (6) Significant Museum Events each year so long as no more than six (6) Significant Museum Events are scheduled within any calendar year."

(c) Limitation on Major Events. Tenant may hold no more than a total of twenty-five (25) Major Events (including USC Football Home Games and Landlord Events) in the Premises each year, subject to Section 5.2(b) above. Notwithstanding the foregoing, anytime the Coliseum or Sports Arena is utilized for Olympic Events or Special Olympic Events, such events shall not count towards the twenty-five (25) Major Events Tenant is permitted to hold each year. Additionally, if the Coliseum is used on a temporary basis (not to exceed four consecutive years), by an NFL team for its home football games, such NFL Games shall not count towards Tenant's twenty-five (25) Major Events so long as the total number of Major Events held in the Coliseum and Sports Arena (excluding Olympic and Special Olympic events but including the NFL Games) does not exceed thirty (30) Major Events in any calendar year; provided that the Coliseum shall not be used by an NFL team on a temporary basis (as described above) more than twice (and not concurrently) during the combined term of the Prior Agreement, this Agreement, and any subsequent direct lease for the Coliseum that Tenant may enter into with Landlord for a term immediately following the expiration of this Agreement. The Coliseum shall not be used by an NFL team for its home football games on a permanent basis without the

prior written approval of Tenant and Landlord, which approval shall be in the sole and absolute discretion of Tenant and Landlord.

(d) 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 5.2(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.

5.3 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.

5.4 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.

5.5 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.

6. Events.

6.1 Event Scheduling. During each period from the second Wednesday of December through July 5 during each Lease Year (the "***Landlord Event Period***"), Landlord may designate not more than eight (8) Public Interest Events at the Coliseum Property, inclusive of an annual July 4th celebration (collectively, "***Landlord Event(s)***"). Additionally, Tenant agrees to consider in its reasonable discretion requests for additional Landlord Events during the remainder of the month of July; provided that the Landlord Events do not conflict with the conduct of or preparation for Events previously scheduled by Tenant. Landlord Events shall be subject to the following:

(a) Tenant shall have the right to deny 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; provided that any denial complies with applicable Laws; 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, 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 Event would bring disrepute to Tenant or the Premises, or (v) if Tenant reasonably determines such use would violate the bylaws, regulations, policies or procedures of the NCAA or Pac-12. Landlord Events 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 Landlord Events that could reasonably be expected to create unreasonable security, health and safety, property damage or other liability risks.

(b) Tenant shall have the obligation to manage and supervise all Landlord Events, except to the extent that Landlord is the direct operator of the Event. For avoidance of doubt, Tenant shall be responsible for the management and supervision of all Events (including, without limitation, Landlord Events sponsored by third parties, but not Landlord Events operated by Landlord), and the activities, acts or omissions of any operator, manager, sponsor, promoter, concessionaire, licensee, participant or other Person (other than Landlord or any Landlord Parties) engaging in any activities or use of the Premises during or in connection with an Event shall not be considered the activities, acts or omissions of Landlord or any Landlord Parties. Landlord shall have the obligation to manage and supervise any Landlord Events for which Landlord is the operator.

(c) Neither Landlord nor any third-party operator of a Landlord Event shall be charged any event fee, rental or other charge for the Landlord Event, except that Tenant shall be permitted to require a third-party operator of a Landlord Event (including Landlord if Landlord directly operates a Landlord Event) to reimburse Tenant for the actual out-of-pocket costs incurred by Tenant for management of the Landlord Event, excluding costs for food, beverage or other concessions operated by Tenant in connection with the Landlord Event. To the extent that Tenant elects not to operate concessions, or not operate them at a level requested by a Landlord Event sponsor, then the sponsor shall have the right to operate or have its own concessionaires operate (and retain the revenues from) its own or its concessionaires' concessions, subject to Tenant's reasonable approval of the scope and location of such concessions. In no event shall Tenant's concession facilities be used by such sponsor, unless approved in writing by Tenant in its sole discretion.

(d) For purposes of this Agreement, each calendar day of a Landlord Event (including days for set-up and tear-down activities for such Event) shall be deemed a separate Event counting towards the total of eight (8) permitted Landlord Events, but subject to the following: (i) the annual July 4th celebration shall constitute one Landlord Event even though set-up, tear-down and ancillary activities for such event occur on the day preceding and/or the day following the principal day of celebration; (ii) a Landlord Event with a closing time that extends

beyond 12:00 midnight on a particular day shall not constitute an additional calendar day for the period from 12:00 midnight to the closing time that evening/morning; (iii) set-up activities for an Event that commence after 4:00 p.m. on the day before the Event shall not constitute an additional calendar day of a Landlord Event and tear-down activities that do not extend beyond 12:00 Noon on the day after the Event shall not constitute an additional calendar day of a Landlord Event; (iv) the lining of a playing field or similar preparation activities shall not constitute activities that trigger treatment as an additional Landlord Event; and (v) Landlord shall have the right to designate one Landlord Event during each Lease Year in excess of the July 4th celebration that will continue for up to three consecutive calendar days (e.g., Friday, Saturday and Sunday), and which will be treated as one Landlord Event.

(e) In connection with any use of the Premises by Landlord, Tenant shall have the right to restrict Landlord's use such that it does not violate any of the applicable bylaws, regulations, policies and procedures of the NCAA and Pac-12 with regard to the use and operation of the Premises, including those pertaining to use of the Premises for events in which prospective-age students participate.

6.2 NFL Team. Tenant shall cooperate with any request by the City of Los Angeles, County of Los Angeles and/or State of California for use of the Coliseum Property on a temporary basis (no more than four (4) years at any one time) by not more than one NFL football team at any one time. Tenant shall negotiate in good faith with the NFL to structure a sublease or occupancy agreement ("***NFL Agreement***") on fair market terms; provided that Tenant shall have the right to require that any NFL Agreement include a contribution by the NFL team to capital improvements at the Coliseum Property, provide that Tenant will not be obligated to incur any additional expense or liability, and include an indemnity in favor of Tenant by such NFL team against liabilities resulting from the NFL Agreement and the use of the Coliseum Property for NFL games, subject to commercially reasonable limitations for liabilities caused by Tenant. Additionally, Tenant shall have the right to refuse to enter into an agreement for occupancy of the Coliseum Property if (i) in Tenant's reasonable determination, the particular team being proposed poses security or safety concerns for persons or property on Tenant's adjacent campus, or (ii) such occupancy or activities associated with the NFL team (e.g. reciprocal marketing agreements) would cause violations of NCAA or Pac-12 bylaws, regulations, policies or procedures.

(a) In the event an NFL Agreement is negotiated and signed, during the term of the NFL Agreement the Landlord Event Period each year shall commence on the second Wednesday of February rather than the second Wednesday of December, except that Landlord shall be permitted to include CIF high school football championship games as one collective Landlord Event (subject to the terms of Section 6.1(d)) during the month of December; provided they do not occur on the day of a USC Home Football Game or an NFL game scheduled at the Coliseum.

(b) Funds that may be contributed by an NFL team for capital improvements in the Coliseum Property shall be Excluded Receipts for the purpose of determining Landlord's Cumulative Calculated Amount pursuant to Section 4.3, so long as the net effective rent paid by the NFL team constitutes a "commercially reasonable rent", which the parties agree shall be rent equal to or exceeding 8% of the total revenue received by the NFL team from the sale of

admission tickets to each game played at the Coliseum Property. If the net effective rent paid by the NFL team to Tenant is below the rate of commercially reasonable rent taking into consideration the economic effect of rental or other economic concessions negotiated with the NFL team in the NFL Agreement that are not consistent with the generally prevailing market terms for other stadium rental agreements, then rent in an amount consistent with prevailing market terms shall be imputed as revenue received by Tenant for the purpose of calculating Tenant's Operating Receipts during the term of the NFL Agreement. Notwithstanding the foregoing, in the event Tenant grants economic concessions without receiving any economic benefit (e.g. reducing rent merely for the purpose of attracting a team to Los Angeles), there shall be no such imputation of prevailing market terms.

6.3 Olympic Events. Tenant shall make the Coliseum Property available for Events related to any Olympics hosted in the County of Los Angeles, as well as the 2015 International Special Olympics that will take place in Los Angeles, subject to the negotiation of costs, required modifications to the Premises (including the temporary re-installation of track and field facilities), restoration of the Premises after the Olympic games by the relevant Organizing Committee, and other business issues to be negotiated with the organizers of such Events.

6.4 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) 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 Coliseum in the background, and the reciprocal 'backdrop" fee payable by Tenant if the proposed "film shoot" activity occurs on the Premises but depicts other portions of Exposition Park in the background.

6.5 Events Involving Prospective-Age Students. Tenant shall have the authority to approve or deny any activities inside or on the Premises that primarily involve prospect-age students (e.g., high school athletic events) to the extent that the activity would cause a violation of applicable NCAA or Pac-12 bylaws, regulations, policies or procedures regarding prospective age students. In that regard, Tenant shall work with Landlord and the Office of Exposition Park Management (or its successor entity) regarding the scheduling of such activities and the fees to be charged to ensure compliance with NCAA and Pac-12 bylaws, regulations, policies and procedures.

7. Parking

7.1 Operations and Ownership. Throughout the Term of this Agreement, Landlord shall maintain ownership, management and operation of the parking facilities in Exposition Park that are currently owned by it, subject to USC's right to supervise and oversee operation of Game Parking as more particularly described in Section 7.2(d). Except as hereinafter provided in this Section 7.1, the parking facilities owned by Landlord are shown on **Schedule 7.1** (attached to this Agreement and incorporated herein by this reference) (collectively, the "***Landlord Parking Areas***") and shall be individually referred to herein as they are designated on Schedule 7.1, as Parking Lot 1 (which includes Parking Lot 1A), Parking Lot 2, Parking Lot 3, Parking Lot 4, Parking Lot 5, Parking Lot 6, and the Science Center Structure, Exposition Park

Drive VIP, South Coliseum Drive VIP, and State Drive VIP. Parking Lot 1, Parking Lot 2, Parking Lot 3, Parking Lot 4, Parking Lot 5, and Parking Lot 6 shall be collectively referred to herein as the "***Parking Lots 1 - 6***" and Exposition Park Drive VIP, South Coliseum Drive VIP, and State Drive VIP shall be collectively referred to herein as the "***VIP Parking Areas***" ; provided that until Landlord shall have acquired title to all of Parking Lot 1 and Parking Lot 3 from Commission, the definitions of "Landlord Parking Areas" and "Parking Lots 1 – 6" shall not include the portions of Parking Lot 1 and Parking Lot 3 not owned by Landlord; and in the event that any of Parking Lots 1- 6 and/or the State Drive VIP area are changed as contemplated by Section 15.13 of this Agreement, the definitions of "District Parking Areas" and "Parking Lots 1 – 6" (if applicable) automatically shall be modified to mean the District Parking Areas and Parking Lots 1- 6 (if applicable) as so changed.

7.2 USC Home Football Games. The terms and conditions of this Section 7.2 shall apply only on days when USC Home Football Games are being held at the Coliseum.

(a) 2013 Football Season. For the 2013 football season, Tenant shall be permitted to buy all of the parking spaces in (a) Parking Lots 1 – 6 and the Science Center Structure (less, to the extent Parking Lot 3 is owned by Landlord, the NHM Reserved Spaces, and less the CSC/CAAM Reserved Spaces) for the price of $25 per parking space; and (b) the VIP Parking Areas for $50 per parking space. During the 2013 football season, Landlord shall continue to operate Parking Lots 1 – 6, the Science Center Structure and the VIP Parking Areas as it has in accordance with past practice.

(b) Special Event Parking Permits. Commencing with the 2014 football season and throughout the Term of this Agreement, when USC Home Football Games are held in the Coliseum, at Tenant's request, Tenant shall be permitted to purchase a special event parking permit from the Exposition Park Manager which will entitle Tenant to the use of all of parking spaces in Parking Lots 1 – 6, the Science Center Structure, and the VIP Parking Areas (less the Reserved Spaces). If the Natural History Museum determines that it does not need all of the NHM Reserved Spaces, or the California Science Center/CAAM determine that they do not need all of the CSC/CAAM Reserved Spaces, on the date of any given USC Home Football Game, such entity(ies) may elect, in its (or their) sole and absolute discretion, to sell the NHM Reserved Spaces or the CSC/CAAM Reserved Spaces, as applicable, to USC Home Football Game patrons at the same rate per parking space that Landlord is selling parking spaces to Tenant under the special event parking permit. All revenues derived from such sale of the Reserved Spaces shall be deposited into the Exposition Park Improvement Fund (as established by California Food and Agricultural Code §4106(b)). If USC Home Football Games are held on weekdays, Landlord may condition the granting of the special event parking permit on Tenant's agreement to accommodate bus parking for museum patrons in a surface parking lot designated by Tenant in consultation with the Exposition Park Manager until three hours prior to the commencement of the USC Home Football Game. Notwithstanding the above, if additional parking spaces are developed in Exposition Park, then the number of spaces in the Science Center Structure reserved for the California Science Center/CAAM on USC Home Football Game days shall be increased so that the California Science Center/CAAM continue to reserve the same percentage of parking spaces in Exposition Park as it reserved prior to the creation of the new parking spaces.

(c) Special Event Parking Permit Fees. Commencing with the 2014 season, the fee for the special event parking permit that Tenant may purchase on USC Home Football Game days shall be an amount per space to be established by a parking study jointly commissioned by the parties to be performed by a parking consultant mutually selected by the parties, but in no event shall the parking rate be less than the rates set for the 2013 season, less any parking operating costs that otherwise would be saved by Landlord as a result of Tenant overseeing and supervising the parking in accordance with Section 7.2(d). The parking study shall establish two rates for parking in Exposition Park on USC Home Football Game days: (a) one rate shall be established for parking in Parking Lots 1 – 6 and the Science Center Structure; and (b) another rate shall be established for parking in the VIP Parking Areas, to the extent such VIP Parking Areas are being made available for parking. The parking study shall be updated every five (5) years and shall take into consideration the rates charged at competing venues, the rates charged at competing parking facilities in the area, including the amount Tenant charges for parking in its parking structures on USC Home Football Game days, the expenses Tenant incurs in overseeing and supervising the Landlord Parking Areas on USC Home Football Game days, and any other factors the parking consultant deems relevant for establishing fair market parking rates for special events in Exposition Park. Tenant may elect to exclude the VIP Parking Areas from its special event parking permit on USC Home Football Game days in its sole and absolute discretion, provided, however, if Tenant elects to include the VIP Parking Areas in the special event parking permit it must include all of the VIP Parking Areas that can be made available for parking in the special event parking permit. Additionally, if at any time the Los Angeles Police Department or any state or federal agency involved in providing protection or security for the American public requires or strongly recommends that the VIP Parking Areas be closed for parking during USC Home Football Games or other Special Events or Major Events, the parties shall abide by such requirements or recommendations and such areas shall be closed for use except as permitted by the advising agency. All parking passes for VIP Parking Areas shall be non-transferrable.

(d) Parking Oversight and Supervision. Commencing in 2014, when Tenant has elected to purchase a special event parking permit for parking in Exposition Park for a USC Home Football Game, Tenant shall have the right to elect, on a season-by-season basis, to oversee and supervise the parking operations at the parking areas covered by the special event parking permit (such parking the "***Game Parking***") during the time period the special event parking permit is in effect, which oversight and supervision shall include, without limitation, ingress and egress of cars to and from the Game Parking, ticket taking and overall customer service operations. If Tenant elects to oversee and supervise the Game Parking for a season, Tenant shall notify Landlord and the Exposition Park Manager of such election no later than ninety (90) days prior to that season's first USC Home Football Game. For games occurring on a weekend, the permit shall be in effect from 6 A.M. on game day (or, solely with respect to Parking Lot 1A, if the protective cover for the Soboroff Sports Field is not in place at 6 A.M., then from 8 A.M. on game day) until the time that is three (3) hours after the end of the USC Home Football Game. For games occurring on a weekday, the permit shall be in effect from the time that is five (5) hours prior to the start time of the USC Home Football Game until the time that is three (3) hours after the end of the USC Home Football Game. Notwithstanding the period of time covered by such a permit, at the request of another Exposition Park entity, Tenant will use reasonable efforts to accommodate reasonably requested use of the Game Parking

during times not needed for guest load-in and load-out in order to facilitate another event that such other Exposition Park entity has scheduled or museum patron parking so long as such use of the Game Parking will not and does not interfere with Tenant's game day operations or USC fan parking. In the event that Tenant elects to staff the parking operations at the Game Parking in conjunction with Tenant's oversight and supervision, then (a) Tenant must staff the Game Parking for the full time period the special event parking permit is in effect, and (b) Tenant shall be responsible for paying any local government fees or charges that may apply as a result of Tenant staffing the Game Parking. Tenant and the Exposition Park Manager shall coordinate parking operations of the Reserved Spaces on USC Home Football Game days when Tenant is staffing the Game Parking to ensure access for museum patrons to the Reserved Spaces and to ensure that all revenue collected from the Reserved Spaces is deposited into the Exposition Park Improvement Fund. Tenant shall also cause the liability and workers' compensation insurance policies that Tenant is obligated to maintain under this Agreement to insure the Game Parking during the periods when Tenant is staffing the Game Parking pursuant to this Section 7.2(d). Tenant shall indemnify and hold Landlord, its principals, officers, directors, agents and employees harmless from and against any loss, cost, damage, liability, claim or expense brought by a third party for personal injury or property damage to the extent arising from the Tenant's negligent acts or omissions or willful misconduct in connection with its staffing the Game Parking pursuant to this Section 7.2(d), including, but not limited to, reasonable attorneys' fees and court costs.

7.3 Parking for Other Special Events and Major Events. The terms and conditions of this Section 7.3 shall apply only on days when Special Events and Major Events are being held at the Coliseum or Sports Arena other than USC Home Football Games.

(a) Special Event Parking Permits.

(i) Three Additional Major or Special Events. For (i) up to three (3) additional Major Events and Special Events at the Sports Arena and the Coliseum (other than USC Home Football Games), Tenant has the right, but not the obligation, to purchase a special event parking permit from the Exposition Park Manager for the use of up to all of the Landlord Parking Areas, excluding the NHM Reserved Spaces (except as set forth in Section 7.5 below), if applicable, and, if such Events occur during the normal operating hours of California Science Center and CAAM, excluding the CSC/CAAM Reserved Spaces (provided that for Events occurring outside of the normal operating hours of the California Science Center and CAAM, Tenant agrees that Exposition Park Manager shall reserve thirty (30) of the CSC/CAAM Reserved Spaces for use by CSC and CAAM). Tenant and the Exposition Park Manager shall determine the Necessary Parking Spaces within three (3) business days (excluding Saturdays, Sunday and holidays) of Tenant placing the Major Event or Special Event on the Exposition Park event calendar. If the Exposition Park Manager shall fail to respond within three (3) business days of Tenant's placing a Special Event or Major Event on the Exposition Park event calendar, and if Tenant shall have included the amount of parking it believes necessary in conjunction with placing such Event on the Exposition Park event calendar (as required pursuant to Section 5.2(d)), the Necessary Parking Spaces shall be the number of parking spaces stated by Tenant. Tenant and Landlord shall, at least every five years, at the same time as the parking rates are updated, review the required number of spaces in the Science Center Structure reserved for the

California Science Center/CAAM on Major Event and Special Event days (excluding USC Home Football Game days) taking into account attendance statistics at the California Science Center for the prior five years and shall mutually agree upon the number of spaces in the Science Center Structure to be made available to Tenant on such days, provided, however, in no event will the CSC/CAAM Reserved Spaces be less than 600. In no event shall any such review impact the number of parking spaces made available to Tenant on USC Home Football Game days, as set forth in Section 7.2 above.

(ii) All Other Special and Major Events. For all other Major Events and Special Events at the Sports Arena and the Coliseum (other than USC Home Football Games, and the three additional Special or Major Events referenced in Section 7.3(a)(i) above), Tenant has the right, but not the obligation, to purchase a special event parking permit from the Exposition Park Manager for (i) the use of up to all of Parking Lots 1 - 6, excluding the NHM Reserved Spaces (except as set forth in Section 7.5 below), if applicable, and (ii) for parking spaces in the Science Center Structure, but, solely with respect to the Science Center Structure, (A) only if such Events do not occur during the normal operating hours of the California Science Center and CAAM, and (B) if the California Science Center or CAAM has scheduled a Museum Event on the Exposition Park calendar for the same day and at times that overlap a Tenant Event contemplated by this Section 7.3.1(a)(ii), only for the number of spaces that the Exposition Park Manager has reasonably determined, in consultation with the California Science Center or CAAM, as applicable, are not commercially reasonably necessary for the concurrent Museum Event. Tenant shall not have any right to purchase parking spaces in the Science Center Structure during the normal operating hours of the California Science Center and CAAM except for USC Football Games and the three additional Special or Major Events referenced in Section 7.3.1(a)(i) above. Tenant and the Exposition Park Manager shall determine, in their commercially reasonable discretion, the Necessary Parking Spaces for the particular Special Event or Major Event within three (3) business days (excluding Saturdays, Sunday and holidays) of Tenant placing the Major Event or Special Event on the Exposition Park calendar. If the Exposition Park Manager shall fail to respond within three (3) business days of Tenant's placing a Special Event or Major Event on the Exposition Park event calendar, and Tenant shall have included the amount of parking it believes necessary in conjunction with placing such Event on the Exposition Park event calendar (as required pursuant to Section 5.2(d)), the Necessary Parking Spaces shall be the number of parking spaces stated by Tenant.

(iii) Parking Lot 1A. Tenant acknowledges and agrees that the Exposition Park Manager may withhold the use of Parking Lot 1A from the Necessary Parking Spaces and from the parking spaces purchased by Tenant under a special event parking permit if the Necessary Parking Spaces and the parking spaces under the special event parking permit can be accommodated elsewhere within the available parking in the Landlord Parking Areas.

(b) Special Event Parking Permit Fees. For Major Events and Special Events held at the Sports Arena or Coliseum other than USC Home Football Games, Tenant shall determine the initial number of parking spaces to be purchased under a special event parking permit for such an Event no later than ten (10) days after ticket sales for the Event begin. To the extent Tenant elects to purchase a special event parking permit, Tenant must elect to purchase at least twenty-five percent (25%) of the Necessary Parking Spaces for the Event in its initial purchase. The fee for the special event parking permit shall be equal to (x) (i) the daily rate

charged in Exposition Park for museum patron parking *plus* (ii) a maintenance and security surcharge initially equal to Two Dollars ($2.00) (the "**Security Surcharge**"), which Security Surcharge shall be adjusted on every fifth (5) anniversary of the Effective Date to increase by the percentage increase in the CPI over the immediately preceding five-year period (so that, solely by way of example, if the CPI on the fifth anniversary of the Effective Date is 20% higher than the CPI on the Effective Date, then the Security Surcharge would increase to Two and 40/100 Dollars ($2.40)) (such sum, the "**Special Event Parking Space Fee**"), multiplied by (y) the initial number of parking spaces Tenant has determined to purchase under the special event parking permit, which fee shall be paid by Tenant within ten (10) days after the ticket sales for the Event begin. In addition, if Tenant shall have purchased a special event parking permit for an Event as described above, Tenant shall have the right on any date prior to the date that is thirty (30) days prior to the date on which the Event is scheduled to occur, to extend the special event parking permit for the Event to cover additional parking spaces (to the extent USC is entitled to use such parking spaces pursuant to either Section 7.3(a)(i) or 7.3(a)(ii) and such parking spaces have not been allocated by the Exposition Park Manager, in its reasonable determination, to accommodate the reasonable anticipated parking needs of other events previously calendared by Exposition Park entities in accordance with Section 5.2 of this Agreement) by paying the Special Event Parking Space Fee for such parking spaces. To the extent that additional parking spaces are necessary for the Event, above and beyond the parking spaces purchased by Tenant under the special event parking permit for the Event, the Exposition Park Manager shall be entitled to operate the additional parking spaces for the Event and collect all revenue from such operation, provided that the Exposition Park Manager shall not charge a parking fee for such spaces that is less than the Designated Parking Rate for the Event, and provided further that the Exposition Park Manager shall make or hold available in the Landlord Parking Areas sufficient parking spaces so that, together with the parking spaces purchased by Tenant under the special event parking permit for the Event (which may be zero spaces if Tenant elects not to purchase a special event parking permit for the Event), the Necessary Parking Spaces shall be available for the Event on the date that the Event shall occur and for the appropriate time period for such Event, as commercially reasonably determined by the Exposition Park Manager in the manner described in Section 7.3(d) below.

(c) Parking Management. When Tenant has elected to purchase a special event parking permit for parking in Exposition Park for Special Events or Major Events other than USC Home Football Games, Landlord shall operate and manage all parking areas covered by the permit while the permit is in effect, at Landlord's sole cost and expense.

(d) Permit Term. Each special event parking permit will state the Permit Term for such special event parking permit.

(e) Bus Parking. If any of the Events described in Section 7.3(a) is held on a weekday, the special event parking permit for such Event shall require that Tenant accommodate bus parking for museum patrons in any of Parking Lots 1 – 6 (the exact location of such bus parking to be determined by the Exposition Park Manager in consultation with Tenant, based on the venue in which the Event is to be held) until three (3) hours prior to the commencement of the Event. If any of the Events described in Section 7.3(a) is held on a weekend, the special event parking permit for such Event shall require that Tenant accommodate bus parking for museum patrons in any of Parking Lots 1 - 6 (the exact location of such bus parking to be

determined by the Exposition Park Manager in consultation with Tenant, based on the venue in which the Event is to be held) until three (3) hours prior to the commencement of the Event, provided that if the Event is a sports Event or other Event for which attendees are likely to arrive early and "tailgate" (such as soccer games), then the special event parking permit for such Event shall require that Tenant accommodate bus parking for museum patrons in any of Parking Lots 1 – 6 (the exact location of such bus parking to be determined by the Exposition Park Manager in consultation with Tenant, based on the venue in which the Event is to be held) until five (5) hours prior to the commencement of the Event. In addition to the foregoing, Tenant will (a) arrange for bus parking for museum patrons from the end of the applicable bus parking period stated above (either three (3) or five (5) hours prior to the Event, as applicable) until one (1) hour prior to the commencement of the Event, which bus parking location shall be designated by Tenant either within Parking Lots 1 – 6, on the USC campus or at an alternative site within a reasonable distance of Exposition Park, and (b) to the extent within the control of Tenant, facilitate ingress and egress for such busses to be able to drop off and pick up museum patrons from the applicable museum facility.

(f) Parking Remittances. Prior to the date of an Event for which Tenant has purchased a special event parking permit, Tenant shall notify the Exposition Park Manager of the Designated Parking Rate for such Event, which notification, notwithstanding anything to the contrary in Section 17.11 below, may be made through an electronic communication, such as via facsimile transmission or email; and the Exposition Park Manager shall promptly notify the Operator of such Designated Parking Rate and the Permit Term to which such Designated Parking Rate applies. During the Permit Term for any special event parking permit, all parking purchased within the Landlord Parking Areas (other than museum patron parking), up to the number of parking spaces purchased under such special event parking permit, shall first be attributed to such special event parking permit (solely by way of example, (A) if the special event parking permit were for 1000 parking spaces and 800 parking spaces were actually purchased during the Permit Term for such special event parking permit, all 800 parking spaces purchased would be credited to Tenant under the special event parking permit; and (B) if the special event parking permit were for 1000 parking spaces and 1200 parking spaces were actually purchased during the Permit Term for such special event parking permit, the first 1000 parking spaces purchased would be credited to Tenant under the special event parking permit and the remaining 200 parking spaces purchased would be credited to the Landlord). Landlord shall cause the Operator to remit to Tenant, within two (2) business days after the occurrence of an Event for which Tenant shall have purchased a special event parking permit, an amount equal to the product of (x) the lesser of (i) the number of parking spaces purchased during the Permit Term of such special event parking permit and (ii) the number of parking spaces purchased by Tenant under such special event parking permit, multiplied by (y) the Designated Parking Rate applicable to such Event. Landlord shall use commercially reasonable efforts to cause its current agreement with the Operator (and shall cause all subsequent or successor agreements with the then-current Operator) to provide that (i) the Operator will comply with Section 7.2(d) and this Section 7.3(f), including, without limitation, the obligation to make timely the remittances to Tenant described above, (ii) the Operator will afford Tenant the opportunity, upon Tenant's written request, within fifteen (15) days following the occurrence of an Event for which Tenant shall have purchased a special event parking permit, to audit the Operator's books and records regarding the parking spaces purchased during the Permit Term for such special event parking permit, (iii) the Operator will promptly, and in no event later than five (5) business days after

demand, pay to Tenant any underpayment of any remittance due to Tenant pursuant to this Section 7.3(f), as evidenced in Tenant's audit of the Operator's books and records, and (iv) that Tenant shall be a third-party beneficiary of the provisions described in the preceding three clauses of this sentence, as incorporated into the agreement between Landlord and the Operator, and shall have the right to enforce such provisions directly against the Operator with all rights and remedies at law and in equity for the Operator's default under or breach of any of such provisions; provided that if Landlord is not able, after using commercially reasonable efforts, to cause its current agreement with the Operator to be modified to incorporate the provisions described in the preceding clauses (i) through (iv), Landlord shall cooperate with Tenant to cause Tenant to get the benefit of such clauses (so that Landlord causes Operator to comply with the provisions of this Section 7.3(f), to afford a timely audit of Operator's books and records by Tenant or by an independent auditor reasonably satisfactory to Tenant, and to timely pay to Tenant any underpayment due to Tenant as identified by any such audit). On or before the Effective Date and thereafter upon Tenant's request, Landlord shall provide evidence to Tenant reasonably satisfactory to Tenant that the provisions described in the immediately preceding sentence have been incorporated into Landlord's then-current agreement with the Operator.

(g) Parking Rates in the Absence of a Permit. If Tenant schedules an Event and elects not to purchase a special event parking permit for such Event, then the parking rate for the parking provided for the Event at the Landlord Parking Areas shall be set by the Exposition Park Manager in its sole discretion.

(h) Resale of Museum Spaces. Notwithstanding anything contained herein to the contrary, but subject to the order of parking attribution set forth in Section 7.3(f) above, Landlord shall be permitted, in its sole and absolute discretion, to sell Reserved Spaces to patrons of Special and Major Events at the Coliseum and Sports Arena; however, in no event shall Landlord sell or permit the sale of Reserved Spaces to patrons of Special and Major Events at the Coliseum and Sports Arena for a price per parking space less than the Designated Parking Rate for such Major or Special Event.

7.4 Maintenance of Parking Areas. Landlord shall maintain the Landlord Parking Areas in good order, condition and repair and in compliance with all Laws. Landlord shall deliver the parking areas covered by a special event parking permit to Tenant in the condition in which Landlord is required to maintain such areas, clean and free of all trash and other debris. When the special event parking permit expires, if Tenant shall have elected to staff the parking operations at the Game Parking in conjunction with Tenant's oversight and supervision, as provided in Section 7.2(d), Tenant shall return the Landlord Parking Areas covered by such permit to Landlord in same condition in which they were delivered to Tenant. In the event that Landlord fails to maintain the Landlord Parking Areas in good order, condition and repair and in compliance with all laws, Tenant shall provide Landlord with notice of the breach and a reasonable time period to cure such breach, which shall in no event exceed thirty (30) days' notice. If Landlord shall fail to cure such breach within the time period provided to cure the breach, Tenant shall be entitled to all rights and remedies available to it in law and in equity, including the right to cure the breach itself and offset the commercially reasonable cost of such work against any amounts Tenant owes or may owe Landlord in the future under this Agreement (***"Self-Help Rights"***). In the event that such breach constitutes an emergency or a threat of injury or death to visitors to Exposition Park, Tenant may immediately exercise Self-Help Rights

without the need for notice to Landlord. Notwithstanding the foregoing to the contrary, Tenant and Landlord may negotiate adjustments in the special event permit fees in exchange for Tenant undertaking certain upgrades and maintenance of Parking Lots 1 – 6, subject to all applicable state laws including procurement and contracting laws and rules and provided that all improvements and upgrades shall be subject to the normal state approval process.

7.5 NHM Parking. Tenant and the Landlord acknowledge that Tenant and the Natural History Museum have agreed that the Natural History Museum will, as soon as reasonably possible, but in no event less than one (1) month before the date of an Event scheduled on the calendar by Tenant, determine whether it needs to keep some or all of the NHM Reserved Spaces for its own use or whether some or all of the spaces can be released for the Tenant Event and shall so inform Tenant and the Exposition Park Manager. If the Natural History Museum determines that it does not need some or all of the NHM Reserved Spaces, Tenant may elect to add such released NHM Reserved Spaces to its special event parking permit for that Event by paying to the Exposition Park Manager the Special Event Parking Space Fee multiplied by the number of such released NHM Reserved Spaces requested by Tenant. If Tenant does not make such an election, the Exposition Park Manager shall make the released NHM Reserved Spaces available for the Event.

7.6 NHM Lease. Tenant acknowledges that certain lease between Landlord and the County of Los Angeles dated September 29, 2006 related to the Natural History Museum. Tenant further agrees to exclude from its special event parking permit up to an additional 375 parking spaces only on Saturdays, Sundays and official County holidays during normal public hours of the Natural History Museum when events occur in the Coliseum or Sports Arena with attendance between 10,000 and 25,000 people. The Natural History Museum will tell Tenant and the Exposition Park Manager how many of the additional 375 spaces the Natural History Museum needs for its museum patrons, using its commercially reasonable judgment regarding the impact to its attendance and admission and other revenue and expenses, during such event in the Coliseum or Sports Arena. Tenant has the option of providing these additional spaces in the Landlord Parking Areas (subject to Exposition Park Manager approval), or in USC parking structures A (Vermont Ave.), 1 (Figueroa Blvd.), or 2 (Flower St.). Tenant agrees to provide the Natural History Museum with the additional spaces in the lots or structures in the following order of priority, using Tenant's commercially reasonable judgment regarding the financial impact to Tenant and acknowledging the mutual desire to have patrons of the Coliseum/Sports Arena and the Natural History Museum park as close to their intended destinations as is reasonably possible: (1) Parking Lots 2 and 3; (2) any of the other Landlord Parking Areas; (3) USC parking structure A (Vermont Avenue); (4) USC parking structure 1 (Figueroa); and (5) USC parking structure 2 (Flower). The Natural History Museum has agreed with Tenant to release for any such Special Event any spaces that the Natural History Museum deems that it doesn't need for the event.

7.7 Parking Modernization. During the term of this Agreement, Landlord may elect to modernize its methods of collecting parking revenue and managing parking operations (such as, for example, installation of automated parking pay stations, inclusion of optional parking fee within ticket purchase or other similar systems or operational efficiencies). If Landlord desires to make any such modernizing changes to the Landlord Parking Areas, the management thereof and/or methods of collecting parking revenues, the parties agree to meet and confer about such

changes, including ensuring that ingress and egress from the Landlord Parking Areas is not unreasonably delayed or hindered by the implementation of such changes, and the any resulting additional changes that may need to be made with respect to Tenant's oversight and supervision rights under Section 7.2(d) and/or the collection of parking remittances pursuant to Section 7.3(f).

8. Advertising, Signage and Trademarks.

8.1 General Right. Subject to the terms and conditions of this Section 8, and subject to Section 11.5 (as applicable), Tenant shall have the right to install, maintain and replace within and on the exterior of the Coliseum, 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 5, above, and Tenant shall comply with any applicable laws and requirements of governmental authorities having jurisdiction and shall obtain necessary permits for such purposes. Prior to installing Permanent Signage on the exterior of the Premises, Tenant shall submit the plans and rendering for such Permanent Signage to both of the Science Center Board of Directors, on behalf of Landlord, and the Department of General Services, Deputy Director, Real Estate Services Division, for review and approval, which approval shall not be unreasonably withheld, conditioned or delayed. If the Department of General Services, Deputy Director, Real Estate Services Division fails to approve the Permanent Signage within ten (10) days from receipt of the plans and renderings, then such Permanent Signage shall be deemed approved by the Department of General Services. If the Science Center Board of Directors fails to approve the Permanent Signage within thirty (30) days from receipt of the plans and renderings, then such Permanent Signage shall be deemed approved by Landlord. Other than complying with applicable terms and conditions of this Section 8, Tenant shall not be required to obtain Landlord's approval prior to installing temporary signage on the Premises.

8.2 Permanent Signage. Subject to the terms and provisions of this Section 8 and subject to Section 11.5 (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, including on any entry gate or concession stand or on the main structure of any video board or scoreboard.

(a) All signage shall be in compliance with the Coliseum District Specific Plan for signage adopted by the City of Los Angeles in 2009, a copy of which is attached as **Schedule 8.2(a)**, as such plan 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) Revenues from Permanent Signage, other than revenues from digital advertising content exhibited in the Coliseum on the day of any Events, shall be included in Tenant's Operating Receipts for the purposes of Section 4.3.

(c) Notwithstanding any other provision of this Article, Tenant shall not, without the prior written consent of the Department of General Services, Deputy Director, Real Estate Services Division, granted in his or her 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 or that would result in a violation of NCAA, PAC-12 or International Olympic Committee rules or policies.

(d) The existing sign "Los Angeles Memorial Coliseum" and the Olympic rings shall remain in their current format and location on the outside face of the peristyle under the Olympic torch until such time (if any) as the name of the Coliseum is changed pursuant to Article 9 below. At any such time as the name of the Coliseum is changed, the location of the display of such name may be altered (subject to any approval rights of Landlord set forth in Section 11.5 (as applicable)), provided that the words "Memorial Coliseum" shall continue to be displayed in a manner no less prominent than the remaining words in the Coliseum name.

(e) Subject to the terms and conditions of this Section, Tenant shall have complete control over all digital content displayed on the scoreboards, video boards and elsewhere on the Premises, and Tenant shall be entitled to retain any revenues derived from such digital content, which shall be Excluded Receipts for the purposes of Section 4.3, except as otherwise provided in Section 8.2(b). Notwithstanding the foregoing, any display on top of the west video board shall be limited to 6-foot high letters, numbers or other characters.

8.3 Temporary Décor. Subject to the terms and conditions of this Section, Tenant shall have sole, exclusive and complete control over all temporary stadium decor (graphics, flags, signs, pennants, balloons, etc.), including, without limitation, color and design, *provided that* items of decor shall not in any manner create a danger to any spectator, participant or other Person. Tenant shall have the right to utilize draping and banners for decoration and to cover seat sections where necessary in the discretion and at the expense of Tenant. Draping and banners used for commercial purposes shall be subject to the provisions of Section 8.4 below. The installation and removal of such items of temporary décor shall be at Tenant's sole cost, and Tenant shall remove items of decor as and when required under applicable Laws.

8.4 Temporary Signage. Subject to the terms and conditions of this Section, 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, Temporary Signage on, in or at the Premises. Revenues from temporary signage (as defined by applicable ordinances) shall be Excluded Receipts for the purposes of Section 4.3. Tenant shall not permit any temporary signage to remain on the exterior of the Coliseum for more than two (2) business days after the event with which the signage was affiliated has ended. For events occurring over a number of weeks, such as USC Home Football Games, such temporary signage on the exterior of the Coliseum must be removed no later than two (2) days after the last event in the series of such events, or within two (2) business days of the end of the football season for signage affiliated with USC Home Football Games.

8.5 Broadcast Rights. Tenant shall additionally have the right to broadcast or transmit Events, or to engage third parties to do so, by any technology Tenant deems appropriate, whether now existing or hereinafter devised, including without limitation via Internet, radio, television and satellite, and/or to film, tape and record such games by means of any technology, whether now existing or hereinafter devised, provided that for Landlord Events Tenant shall not directly or indirectly receive revenues in excess of expenses from any such broadcast or transmission or the rights thereto.

8.6 Landlord Advertising. Tenant agrees that Landlord may use the public address system in the Coliseum to briefly announce up to two (2) upcoming Landlord Events or other Exposition Park Events before and/or during half-time or other intermission of any USC Home Football Game, varsity soccer or lacrosse game; *provided that* no more than two (2) such announcements may be made during any game. Placement, duration and content of such announcements shall be subject to the prior approval of Tenant, which will not be unreasonably withheld or delayed. However, Tenant reserves the right, and shall have the authority to deny, any request to use the public address system if Tenant reasonably determines such announcement would violate NCAA or Pac-12 bylaws, regulations, policies or procedures.

8.7 Trademarks. In furtherance of its intended benefits under this Agreement, during the Term of this Agreement Tenant shall have the right to use all current and future trademarks related to the Coliseum ("***Landlord Trademarks***"), including those listed in Schedule 2.2-1, (a) conditioned upon the payment by Tenant to Landlord of a royalty in connection with the sale of merchandise featuring such trademarks in an amount equal to $20,000 per Lease Year, commencing as of any Lease Year in which Tenant begins to depict Coliseum trademarks in merchandise sold by Tenant, and adjusted annually to reflect any change in the CPI since the Prior Agreement Commencement Date or the prior adjustment date, as applicable (the "***Trademark Compensation***") pursuant to the Prior Agreement, if applicable; and (b) reservation by Landlord of the right to use all current and future trademarks related to the Coliseum for Landlord's own non-commercial purposes. Tenant shall at its expense (without charging back to Landlord) exercise reasonable efforts to monitor and prosecute against trademark infringement of the Landlord Trademarks and corresponding lost incomes, with the standing to sue hereby granted. To maintain the strength of Landlord's trademarks, Tenant shall provide services and goods bearing any Landlord Trademark professionally and/or of high quality. Upon Landlord's request, Tenant shall deposit sample merchandises and recorded programs with Landlord for quality control and archival purposes. Except for public informational or governmental use, Landlord shall not commercially exploit any trademark, service mark, trade name or symbol of Tenant or that is associated with Tenant (whether owned or licensed), without Tenant's prior written consent, which may be given or withheld in Tenant's sole discretion.

From time to time during the Term of this Agreement, but not more often than every five (5) years, Landlord shall have the right to (a) require Tenant to deliver to Landlord a report and back-up information in reasonable detail regarding the Tenant's use of Coliseum trademarks for the most recent five (5) year period; and (b) cause Tenant's actual use of Coliseum trademarks for such five (5) year period to be evaluated by an independent professional to determine if the then-current Trademark Compensation is a fair and equitable royalty for the level of such trademark usage by Tenant. Such independent professional shall be an individual with experience in the valuation of trademarks mutually selected by the parties. The cost of the

evaluation shall be an approved Landlord Operating Cost. Tenant shall provide the independent professional with such information as reasonably required to perform the evaluation. If such independent professional determines that the then-current Trademark Compensation is less than a fair and equitable royalty for the level of such trademark usage by Tenant, then the Trademark Compensation shall be adjusted to equal the fair and equitable royalty amount determined by such independent professional for the level of such trademark usage. In lieu of an increase in the amount of the Trademark Compensation, Tenant shall have the right to agree to limit its future usage of the Coliseum trademarks to a level commensurate with the amount of the Trademark Compensation then in effect, as such usage level is determined by the independent professional. Any dispute pertaining to this Section 8.7 shall be subject to resolution in accordance with the terms and provisions of Section 16.6 of this Agreement.

In the enjoyment of the Coliseum Property and Sports Arena Property, Tenant may create new trademarks incorporating Landlord Trademarks, subject to Landlord's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed), with the trademark rights in such combination marks vesting in Landlord.

8.8 Freeway Sign. If Landlord owns and operates the sign which is visible from the 110 Freeway and that was previously leased to Tenant by Commission under the Prior Agreement (the "***Freeway Sign***"), such Freeway Sign is being leased to Tenant as part of this Agreement. If Tenant is leasing the Freeway Sign under this Agreement, Tenant shall obtain Landlord's consent to any removal of the Freeway Sign unless the proposed removal includes replacement of the Freeway Sign, in which case the consent of Landlord shall not be required. Notwithstanding, the above, if Tenant is required to remove the Freeway Sign by any governmental agency, as the result of a court order, or because the then-current condition of the sign or damage or destruction of the Freeway Sign makes the sign a safety hazard, Tenant may immediately remove the Freeway Sign and, if Tenant is then leasing the Commission Freeway Sign under this Agreement, shall have up to two years in which to replace the Freeway Sign, subject to delays in obtaining necessary permits and entitlements for such replacement. Tenant also acknowledges and agrees that, so long as the Freeway Sign remains in place and Tenant owns or leases the Freeway Sign, Tenant will comply with the prior arrangements that guaranteed at least twenty-four (24) public services announcements annually for Exposition Park Events.

8.9 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 Property 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.

9. Naming Rights.

9.1 General Rights. During the Term of this Agreement, Tenant shall be the exclusive holder of all naming rights to the Coliseum and its components, the Sports Arena, any additional or replacement improvements on the Premises, and the plazas and other pedestrian areas of the Premises. Tenant shall have the sole right and authority to negotiate the terms and conditions of one or more contracts granting such naming rights. Landlord acknowledges that revenue from the exploitation of such naming rights may be a significant portion of the funding for capital improvements to the Premises. Landlord further acknowledges that naming rights may be: (a) commercial, in recognition of a paid sponsorship agreement with Tenant, either directly related to the specific facility for which naming rights are granted, or as part of a larger agreement with Tenant as an institution; (b) non-profit institutional (e.g. Tenant using the name "USC"); or (c) honorary, for particular individuals in recognition of philanthropy or service.

9.2 Naming of the Coliseum. Tenant's obligations with respect to the granting of naming rights for the Coliseum itself (and not merely the components thereof) shall be as follows:

(a) Tenant shall pay to Landlord that portion of the Naming Rights Revenue which would have been required to be paid pursuant to the District Lease, subject to any limitations provided in the District Leases.

(b) All revenues received from the grant of commercial naming rights shall be included in Operating Receipts for the purposes of Section 4.3 in the Lease Year in which such revenues are recognized.

(c) In the event the Coliseum is named in connection with a non-profit institutional or honorary purpose, Tenant will include in Operating Receipts for the purposes of Section 4.3 only the amount determined under this Section 9.2(c) and Sections 9.2(d) and (e) below. In such event, the commercial fair market value of the naming rights (without regard to the amount of any actual donation being made in connection with the grant of the naming rights) as of the date the naming rights are granted by Tenant shall be determined by an independent professional research valuation study (to be paid for by Tenant) for top-tier college football stadiums, to be requested by Landlord at the time that such naming rights are granted by Tenant (similar to the IEG valuation study prepared at the request of Commission in July 2011) (the "***Commercial Value Equivalent***"). Except as otherwise provided in subsection (d) below, the Commercial Value Equivalent shall be calculated as equal annual payments over the term of the actual naming rights grant (or the remaining Term of this Agreement, if there is no earlier termination date for the naming rights grant) (each such payment referred to as the "***Naming Rights Amount***"), and the Naming Rights Amount shall be included in Operating Receipts on an annual basis for each Lease Year from and after the date of the grant of the naming rights and continuing during the term of the actual naming rights grant (or the remaining Term of this Agreement, if there is no earlier termination date for the naming rights grant). The Commercial Value Equivalent and Naming Rights Amount shall not be recalculated or adjusted after their initial determination except as otherwise provided in subsection (e) below.

(d) In the event the Coliseum is named for a non-profit institutional or honorary purpose, and if the donation received in connection with such naming is to be paid in installments other than annual installments over the term of the naming rights grant (or the remaining Term of this Agreement, if there is no earlier termination date for the naming rights grant), Tenant may elect by written notice to Landlord prior to the calculation of the Commercial Value Equivalent that the Naming Rights Amount shall not be calculated as an annual payment, but shall instead be calculated and included in Operating Receipts in installments that coincide with the Lease Year in which installments of the donation are received.

(e) Notwithstanding the foregoing provisions of this Section 9.2, in connection with any grant of naming rights for a non-profit institutional or honorary purpose, in no event shall (i) the net present value of the Commercial Value Equivalent (calculated as of the date of the grant of the naming rights) exceed the net present value of the amount of the donation to be paid to Tenant (calculated as of the date of the grant of the naming rights); and (ii) if a donor does not actually pay a pledged donation (or a portion of a pledged donation) to Tenant, then for purposes of the limitation set forth in clause (i) above, the net present value of the amount of the donation shall be recalculated based on the donation amount(s) actually received by Tenant. Any net present value calculations under this Section 9.2(e) shall be performed using the same discount rate that was used in calculating the Commercial Value Equivalent.

(f) "Memorial Coliseum" shall be included in any modified name for the Coliseum. By way of example only, after the granting of naming rights, the Coliseum might be identified as "The [Naming Rights Sponsor's Designated Title, Name, Tradename or Trademark] Memorial Coliseum".

9.3 Component Naming Rights. Subject to the limitation on term in Section 9.1, Tenant shall have the right to grant permanent and temporary naming rights for components of the Coliseum and/or the Coliseum Property (e.g. peristyle, locker rooms, suites, etc.) in its sole discretion. Naming rights may be commercial, non-profit institutional or honorary. Revenues from "permanent and commercial" naming rights (a) shall be included in Operating Receipts for the purposes of Section 4.3; and (b) shall not be shared with the Landlord, except as otherwise expressly required in the District Leases. Naming rights shall be deemed "permanent and commercial" if they identify a paid commercial sponsorship with permanent signage, as defined under applicable City of Los Angeles ordinances. Permanent non-profit institutional or honorary naming rights for stadium components and revenue from temporary naming rights (identified by temporary signage, as defined by applicable ordinances) shall be Excluded Receipts for the purposes of Section 4.3; provided, however, that a Naming Rights Amount based on the Commercial Value Equivalent of permanent non-profit institutional or honorary naming rights for components of the Coliseum shall be included in Operating Receipts if the name is in a location that has commercial value, meaning that it is (i) materially and regularly visible in broadcast images of the Coliseum during televised events, or (ii) generally visible from the stands within the Coliseum. The Commercial Value Equivalent and Naming Rights Amount imputed in connection with such naming rights shall be calculated and included in Operating Receipts in accordance with and subject to the same terms, conditions, procedures and limitations as set forth in Sections 9.2(c) through (e) above, in which case for this purpose each reference to "Coliseum" shall instead mean the particular component of the Coliseum and/or Coliseum Property for which the naming rights are granted.

9.4 Content Restrictions. The restrictions and limitations set forth in Section 8.2(c) pertaining to Permanent Signage and Temporary Signage shall also be applicable to the naming of the Coliseum and its components, the Sports Arena, and any other portions of the Premises.

10. Maintenance and Condition of Premises.

10.1 Coliseum Property. Tenant shall maintain, repair and replace (as necessary) the Coliseum Property in good order, condition and repair, but in all events in accordance with a standard of maintenance and repair at least commensurate with that generally applicable as of the Commencement Date to the buildings and improvements located on the Tenant's University Park campus. Notwithstanding the foregoing, Landlord agrees and acknowledges that as of the Commencement Date the Coliseum Property may not be in the condition required by this Section 10.1, and that substantial portions of the Coliseum Property will not be capable of being brought into compliance with such condition without the completion of the capital improvements described in Section 11.1 of this Agreement. Therefore, during the period in which Tenant is required to perform the capital improvements described in Section 11.1 of this Agreement, Tenant's obligation under this Section 10.1 with respect to any portions of the Coliseum Property that remain to be upgraded pursuant to Section 11.1 shall be limited to the maintenance and repair of such portions of the Coliseum Property in substantially the same condition as existed on the Commencement Date, and in compliance with applicable Laws.

10.2 Sports Arena Property. Prior to any redevelopment of the Sports Arena Property, and during any continuing period of operation of the Sports Arena, Tenant shall maintain, repair and replace (as necessary) the Sports Arena Property in substantially the same condition as existed on the Commencement Date, and in compliance with applicable Laws; provided, however, that following any cessation of operation of the Sports Arena permitted under this Agreement, Tenant shall be required only to secure the building and to the maintain the exterior appearance of the Sports Arena in substantially the same condition as it existed on the Commencement Date to avoid blight, disrepair or deterioration. After redevelopment of the Sports Arena Property, the Sports Arena Property shall be maintained, repaired and replaced (as necessary) by Tenant in good order, condition and repair.

11. Coliseum Capital Improvements and Alterations.

11.1 Centennial Capital Program. Tenant shall be responsible for undertaking and achieving a comprehensive series of capital improvements to the Coliseum Property at Tenant's cost. Such effort is desired by both Landlord and Tenant as a Centennial Capital Program to be performed in connection with the 100th anniversary of the start of construction of the original Coliseum structure, which will occur in December, 2021. In connection therewith, and except as otherwise provided in Section 17.12, Tenant shall commence the following capital improvements by the second (2nd) anniversary of the Commencement Date of the Prior Agreement, thereafter diligently proceed with the construction thereof on a continuing basis (in accordance with Tenant's internal phasing plans) that will facilitate the completion of such capital improvements by the tenth (10th) anniversary of the Commencement Date of the Prior Agreement, and complete such capital improvements by the tenth (10th) anniversary of the Commencement Date of the Prior Agreement:

(a) the capital improvements listed in Category 1 on the attached **Schedule 11**, which Tenant shall be required to complete; provided that some Category 1 projects may be subsumed within or obviated by a more comprehensive project (e.g. cold box refrigeration replaced with ice machines), or may be replaced by a substantial alternative project approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed; and

(b) the capital improvements listed in Category 2 on the attached **Schedule 11**, provided that, within each subcategory of Category 2 shown on **Schedule 11**, Tenant may replace the listed projects with other replacement projects of equal or greater expense that are intended to generate equal or better revenue and/or provide equal or better public amenities and/or provide equal or greater public access. When replacement projects are proposed by Tenant, compliance with this section shall be confirmed by the Department of General Services Real Estate Services Division prior to the commencement of installation of the replacement improvements in accordance with Section 13.1 of this process. Tenant shall pay the Department of General Services for its reasonable and customary charges associated with such review.

11.2 Additional Improvements. In addition to the capital improvements referenced in Section 11.1 above, as and when funding is available from net operating revenues, grants or donor directed gifts, and based on justifiable business considerations, Tenant intends to make additional improvements (either before or after 2021, in Tenant's sole discretion) to improve the Coliseum and the amenities and experience offered to attendees of Events at the Coliseum.

11.3 Capital Expenditure Reserve. In addition to the capital improvements to be installed pursuant to Sections 11.1 and 11.2, and only when and if the Outstanding CapEx Balance is $0 without regard to reserves maintained under this Section 11.3, Tenant shall maintain an on-going commercially reasonable annual capital expenditure reserve (which may be funded through the ticket surcharge described in Section 4.3(f) and shall be determined in accordance with industry standards), to be used on an as-needed basis for additional facility improvements and capital repairs. Tenant shall have the right to withdraw some or all of the funds in the capital expenditure reserve at any time for capital expenditures, and shall not be required to keep a minimum balance in reserve.

11.4 Design Guidelines. Tenant shall consider the Coliseum Design Guidelines developed by the Commission in 2009 (a copy of which is attached as **Schedule 11.4**) in the design and construction of capital improvement projects, and shall be required to comply with the Department of Interior Standards for Renovation of Historical Landmarks, or any other applicable Laws in effect during the Term.

11.5 Landlord Approval. Tenant shall not make any capital improvements to or alterations of the Coliseum Property without the prior written approval of Landlord to the extent that such capital improvements or alterations (a) materially affect the exterior structure or appearance of the Coliseum or Coliseum Property, or the historical significance of the Coliseum, (b) reduce the minimum seating capacity of the Coliseum below 80,000 seats (except that such 80,000 seating capacity threshold may be reduced to as low as 70,000 seats to the extent necessary to satisfy ADA or fire life safety requirements or to accommodate hospitality amenities), (c) are structural in nature, or (d) affect the physical structure of the peristyle arches and vertical structure (but not the deck), or affect the 1932 and 1984 Olympic displays.

12. Sports Arena Redevelopment and Alterations.

12.1 Demolition and Redevelopment. Tenant shall have the right, but not the obligation, to demolish the Sports Arena as long as the existing improvements are replaced with improvements that are consistent with the projects described in the Los Angeles Memorial Sports Arena Redevelopment Project Final Environmental Impact Report prepared for the Los Angeles Memorial Coliseum Commission dated January 21, 2011 (SCH #2010041059) (the "**EIR**"). Any proposed redevelopment of the Sports Arena Property, other than a redevelopment consistent with the projects described in the EIR, will be subject to the approval of Landlord and any other state agencies having approval rights over the use of the Sports Arena Property, in their sole discretion. Tenant and Landlord representatives will meet on a regular basis, but no less than once every six months, after the Effective Date to discuss any redevelopment plans Tenant may have for the Sports Arena property and Tenant agrees to provide Landlord with regular updates regarding any such redevelopment plans. Landlord, in considering approval of the redevelopment of the Sports Arena Property, will consult with other Exposition Park stakeholders and may conduct a community input process. Landlord shall approve or disapprove any proposed redevelopment for which its approval is required no later than six months after receipt of a detailed project description from Tenant setting forth the proposed use for the Sports Arena Property which includes conceptual drawings including height, density and uses. At the time that Tenant submits its proposal for redevelopment of the Sports Arena to Landlord, Tenant also shall submit the proposal to the Department of General Services and the Natural Resources Agency. Landlord will coordinate any and all required approvals from agencies of the State of California who have approval rights over the use of the Sports Arena Property, including, but not limited to, the Department of General Services and the Natural Resources Agency, but Tenant shall be responsible for obtaining any required approvals of construction and site plans from the relevant government authorities. If Landlord fails to approve or disapprove any proposed redevelopment for which its approval is required within the six month period, such proposed redevelopment shall be deemed approved, but notwithstanding such deemed approval, Tenant shall still be obligated to obtain any required permits and approvals of construction and site plans from the relevant government authorities for the proposed redevelopment project. Landlord and Tenant may mutually agree to extend Landlord's time to approve or disapprove a proposed redevelopment proposal, in each party's sole and absolute discretion. In the event that Landlord rejects Tenant's redevelopment proposal, Tenant may elect, in its sole and absolute discretion, to immediately give notice to cease operations of the Sports Arena pursuant to Section 12.2 below and cease operations of the Sports Arena without regard to the requirements set forth in Sections 12.2 (a), (b), and (c) below; provided, however, Tenant may not cease operations of the Sports Arena any earlier than the third anniversary of the Prior Agreement Commencement Date, except in the event of a redevelopment that is permitted herein or in the event of damage or destruction to the venue that renders it infeasible to continue operations.

12.2 Closure of Sports Arena. Notwithstanding the provisions of Section 12.1, prior to or in lieu of redevelopment of the Sports Arena Property, if Tenant reasonably determines that it is not cost effective to operate the Sports Arena, Tenant shall have the right, subject to the provisions of this Section 12.2 below, upon one hundred eighty (180) days prior written notice to Landlord (except in the case of a Force Majeure Event, in which case no notice is required) to cease all operation in the Sports Arena; provided that the building is secured and the appearance of the building exterior is maintained in substantially the same condition existing as of the

Commencement Date to avoid blight, disrepair or deterioration. In such event, Tenant shall use Commercially Reasonable Efforts to make the Galen Center available for community Public Benefit Events, subject to priority for use by Tenant, and consistent with Tenant's current efforts to accommodate community events.

(a) Financial Infeasibility. Prior to exercising its right to close the Sports Arena in accordance with this Section 12.2, Tenant shall provide Landlord with reasonably detailed documentation demonstrating that the Sports Arena cannot continue to be operated on at least a financially "break even" (or revenue neutral) basis. Such documentation may include, but shall not be limited to, documentation that demonstrates that the Sports Arena generates insufficient revenues to offset the cost of operating and maintaining the venue or documentation that demonstrates the need for capital repairs or improvements to the venue that cannot be paid for from revenues generated by the Sports Arena, after covering all other operating and maintenance cost.

(b) Notice. Tenant shall provide written notice to Landlord of its election to cease operation of the Sports Arena no earlier than the second anniversary of the Prior Agreement Commencement Date. After Landlord receives such notice, Tenant and Landlord shall meet in good faith to determine options for continuing operations at the Sports Arena with at least a break even financial performance, which may include, but shall not be limited to, rent reductions. During such review period, Tenant shall provide Landlord with the opportunity to review its operating books and records for the Sports Arena, provided, however, Landlord shall not have the right to copy any books or records and shall conduct such review at USC.

(c) Timing of Closure. Except in the event of a redevelopment that is permitted herein or in the event of damage or destruction to the venue that renders it infeasible to continue operations, Tenant shall not cease operations of the Sports Arena prior to the third anniversary of the Prior Agreement Commencement Date. If Landlord (with the approval of the appropriate agencies of the State of California) agrees to provide Tenant with a rent reduction or some other financial concession during the fourth and fifth years of operations of the Sports Arena by Tenant after the third anniversary of the Prior Agreement Commencement Date such that all losses that Tenant would otherwise incur in continuing to operate the Sports Arena are offset in exchange for Tenant continuing to operate the Sports Arena, Tenant shall not cease operations of the Sports Arena prior to the fifth anniversary of the Prior Agreement Commencement Date except in the event of a redevelopment that is permitted herein or in the event of damage or destruction to the venue that renders it infeasible to continue operations. For purposes of determining the operating losses incurred by Tenant during the fourth and fifth years of operation of the Sports Arena after the Prior Agreement Commencement Date, such operating losses may not include the cost of regular maintenance and repair work that, pursuant to this Agreement or the Prior Agreement, Tenant was required to perform in the first three years after the Prior Agreement Commencement Date (*i.e.*, deferred maintenance), but projections of operating losses in such fourth and fifth years may incorporate the historical precedent of the cost of the regular maintenance and repair work that Tenant performed in the first three years after the Prior Agreement Commencement Date.

(d) Termination Rights of Landlord. Upon and following any cessation of operations in the Sports Arena other than for redevelopment purposes as described in subsection

(a) above, Landlord thereafter shall have the right to terminate this Agreement with respect to the Sports Arena Property upon ninety (90) days' written notice to Tenant; provided that Landlord's termination notice shall have no force or effect if Tenant enters into a binding written commitment for the redevelopment of the Sports Arena during such 90-day notice period. Landlord shall also have the right to terminate this Agreement with respect to the Sports Arena Property upon ninety (90) days' written notice to Tenant in the event Tenant ceases operation of the Sports Arena for redevelopment purposes but fails to commence the redevelopment work within twenty-four (24) months after the date that Tenant enters into the binding commitment for such redevelopment (subject to delay in such commencement or prosecution of construction that is caused by Damage or a Force Majeure Event); provided that Landlord's termination notice shall have no force or effect if Tenant commences the redevelopment work during such 90-day notice period.

12.3 Other Alterations to Sports Arena Property. Except for redevelopment of the Sports Arena Property in accordance with the foregoing terms and provisions of this Article 12, before, during or after such redevelopment, Tenant shall not construct any other improvements or make any other structural alterations to the Sports Arena Property without the prior approval of Landlord and the Department of General Services Professional Services Branch, which approval shall not be unreasonably withheld, conditioned or delayed. Tenant shall pay the Department of General Services for its reasonable and customary charges for such review.

12.4 Effect of Sports Arena Closure or Lease Termination on Other Rights. Notwithstanding anything contained herein to the contrary, and without modifying any of the parties rights and remedies hereunder, for any time period that the Sports Arena is not operational (either in its current configuration or as it may be redeveloped) or is not a part of the Premises leased by Tenant pursuant to this Agreement, Sections 5, 6 and 7 shall be amended to delete all references to the Sports Arena, without otherwise modifying any of USC's rights as set forth in such provisions; and in such event, Landlord and Tenant agree that they shall meet and confer in good faith to discuss modifications to the parking and event scheduling provisions of this Agreement in light of the deletion of the Sports Arena from such sections of this Agreement.

13. Performance of Improvements and Alterations.

13.1 Landlord Approval Process. In the event approval from Landlord and/or the Department of General Services is required for any capital improvements or alterations pursuant to Sections 11.1(b), 11.5, 12.1 or 12.3, Tenant shall provide design drawings to Landlord and the Department of General Services Real Estate Services Division along with a request for approval of such design drawings. Such design drawings shall be of commercially reasonable detail and scope, including as to design, quality of materials and appearance. Landlord and the Department of General Services shall have sixty (60) days (or six (6) months, in the case of an approval pursuant to Section 12.1) after receipt of such design drawings to approve or disapprove same. Neither Landlord nor the Department of General Services shall unreasonably withhold or condition its approval of the design drawings. In the event of reasonable disapproval by Landlord and/or the Department of General Services, Landlord and/or the Department of General Services shall provide to Tenant in writing a detailed explanation of the basis for such disapproval. In the event Landlord or the Department of General Services fails to respond in writing to Tenant within such sixty (60) day period and if Tenant's request for approval stated

prominently in **BOLD 12 POINT FONT: FAILURE TO RESPOND TO THIS REQUEST WITHIN SIXTY (60) DAYS SHALL BE DEEMED TO BE APPROVAL** (or, with respect to an approval pursuant to Section 12.1, "**FAILURE TO RESPOND TO THIS REQUEST WITHIN SIX (6) MONTHS SHALL BE DEEMED TO BE APPROVAL**"), then Landlord and/or the Department of General Service shall be deemed to have approved such design drawings. Neither Landlord nor the Department of General Services shall have further approval rights in connection with any capital improvement or alteration approved or deemed approved unless Tenant makes material changes to the design, quality of materials or appearance of such capital improvement or alteration that do not constitute a logical evolution of the design drawings previously approved, in which case the provisions of this Section 13.1 shall again apply. Tenant shall pay the Department of General Services for its reasonable and customary charges for such review.

13.2 Conduct of Work. All construction work performed on the Premises shall be done at Tenant's sole cost and expense and in a good and workmanlike manner. Tenant shall cause all work to be performed in accordance with all Laws and all other provisions of this Agreement. Tenant shall take all necessary safety precautions during any construction. All construction or alteration shall be performed and completed in a diligent manner. Tenant shall control all dust, noise and other material adverse effects of work on the Premises in accordance with good industry practices. Upon completion of any construction work for new improvements or structural alterations to existing improvements, Tenant shall deliver to Landlord two (2) sets of final as-built drawing print sets and electronic CAD files on disc (or files in such other current format in common use as Landlord reasonably approves or requires) for the improvements or alterations that are the subject of such construction work.

13.3 Notices of Nonresponsibility. Prior to the commencement of any construction work in excess of Fifty Thousand Dollars ($50,000), Landlord shall have the right to post in a conspicuous location on the Premises and to record in the public records a notice of Landlord's nonresponsibility. Tenant covenants and agrees to give Landlord at least ten (10) business days' prior written notice of the commencement of any such construction work in order that Landlord shall have sufficient time to post such notice. Nothing in this Agreement shall be construed as constituting the consent of, or authorization from, Landlord, express or implied, to the furnishing of any labor, work, services or materials in any manner that would give rise to the filing of mechanics' liens or other claims against Landlord or Landlord's right, title or interest in the Premises.

13.4 Liens. Tenant shall keep the Premises free from any liens arising out of any work performed, material furnished or obligations incurred by or for Tenant. If Tenant shall not, within thirty (30) days after receipt of notice of the imposition of any such lien, cause the lien to be released of record by payment or posting of a proper bond, Landlord shall have, in addition to all other remedies provided in this Agreement and by Law, the right but not the obligation to cause any such lien to be released by such means as it shall deem proper, including payment of the claim giving rise to such lien. All such sums paid by Landlord and all expenses incurred by it in connection therewith (including, without limitation, reasonable counsel fees) shall be payable to Landlord by Tenant upon demand. Nothing contained herein shall be deemed to permit Tenant to encumber any property owned by Landlord or the State of California with liens.

14. Accounting and Reports.

14.1 Statements. Tenant shall provide to Landlord and to the Department of General Services Office of Audit Services a written information report on a semi-annual basis regarding: (a) all Event operations, including both completed and planned Events; (b) capital repair or improvement projects either underway or proposed in the following twelve-month period; and (c) Operating Receipts, operating expenses and capital improvement and repair cost reports in furtherance of the provisions of Section 4.3. Such statements shall be delivered no later than March 31 and September 30 during each Lease Year and shall be in a commercially reasonable format and detail. Tenant shall also deliver to Landlord no later than September 30 during each Lease Year annual financial statements relating to the operation, maintenance, repair and improvement of the Premises, in a commercially reasonable format and detail. In addition, within thirty (30) days of Landlord's request, Tenant shall provide to Landlord and to the Department of General Services Office of Audit Services a copy of all reports submitted to Commission pursuant to Section 14.1 of the Prior Agreement during the term of the Prior Agreement.

14.2 Landlord Reports. Landlord shall provide to Tenant on the last day of each calendar quarter during the Term a written information report regarding issues, if any, identified to Landlord by the other entities in Exposition Park or other governmental or community organizations regarding the operation of the Premises by Tenant.

14.3 Verification and Audit Rights. All payments, statements, calculations and billings required to be made and/or delivered hereunder, shall be subject to reasonable verification and audit by Landlord or its consultants, which shall be conducted at Landlord's sole cost and expense except as provided below. Tenant shall make available to Landlord and its consultants during normal business hours such of its records as are reasonably necessary to reasonably verify and audit the accuracy of such payments, statements, calculations and billings, upon at least fifteen (15) days' advance written notice. Notwithstanding the foregoing, (a) Landlord shall not commence more than one examination of such payments, statements, calculations and billings hereunder during any twelve (12) month period; (b) except in the case of fraud no such payment, statement or calculation shall be subject to examination after the expiration of more than two (2) years after it is made or delivered; provided, however, that the foregoing two (2) year limitation shall not expire prior to the delivery of any final annual statement or reconciliation of a particular calculation following the close of a Lease Year; and, provided, further, that the foregoing two (2) year limitation shall not be applicable to the reexamination of the on-going calculation of the Cumulative Calculated Amount for the purposes of auditing a current year (but shall apply to any Landlord claim for payment relating to time periods beyond the two (2) year limitation); and (3) no such payment, statement or calculation shall be subject to examination more than once (it being understood that an initial review by Landlord and timely subsequent review thereof and participation therein by the party's outside accountants or auditors shall constitute a single examination). In the event Landlord's audit determines that Tenant has underpaid any amount due to Landlord for any Lease Year by more than five percent (5%), Tenant shall pay the reasonable cost of such audit.

15. Certain Other Covenants of the Parties.

15.1 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. Such coverage shall also contain endorsements deleting any liquor liability exclusion, or Tenant shall provide a separate policy providing liquor liability coverage in lieu of deleting the exclusion. 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 made by Landlord or Tenant and any fixtures or equipment installed by Tenant, and plate glass window insurance) 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, 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. 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. 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 mortgagee or other persons or entities reasonably designated by Landlord) as an additional insured. 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 any improvements or alterations to the Premises, Tenant shall procure and maintain insurance for course of construction insurance or builder's risk insurance, covering all construction and operations at the Premises. 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 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. 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 mortgagee or other persons or entities reasonably designated by Landlord) as an additional insured.

(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 the 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 15.1 and/or the Agreement shall provide for severability of interests. All insurance policies required to be carried under this Section 15.1 and/or the 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. 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 15.1 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 insurance under Sections 15.1(b) and (c) shall name Landlord as a loss payee, subject to Tenant's rights under Section 16.5 regarding Damage to the Premises.

(vi) 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.

(vii) 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) Periodic Review. Landlord and Tenant agree that the terms and conditions of this Section 15.1 are subject to periodic review and revision by mutual consent of the parties in light of then prevailing conditions.

15.2 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 of California (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 (except that Landlord shall be entitled to confer with the State of California) 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 15.2; 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 15.2 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 assignment of Landlord's entire interest in the property (i.e., either or both of the Coliseum Property or/and the Sports Arena Property, as applicable) 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.

15.3 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 State and Natural Resources Agency in the case of Landlord, and its Board of Trustees, 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.

15.4 Attornment and Estoppel.

(a) Subject to satisfaction or waiver of the conditions set forth in Section 15.2, if 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. A requested party's failure to deliver such a statement within five (5) business days following a second written request (given after the initial period of twenty (20) business days) shall result in the statements contained in the requesting party's request being deemed binding upon and in full force and effect against the receiving party.

15.5 Coliseum Memorial Court of Honor. Tenant agrees that Landlord shall have the authority and responsibility for the consideration and decisions regarding future inductees to the Coliseum Memorial Court of Honor. Unless otherwise approved by Tenant, which approval shall not be unreasonably withheld, conditioned or delayed, inductees to the Coliseum Memorial Court of Honor must have made a significant nationally recognized contribution to the Coliseum or the Sports Arena through positive athletic participation, or a positive contribution to the historic significance of the Coliseum or the Sports Arena. The plaques located in the Court of Honor will not be disturbed except for cleaning, upkeep and repair. Tenant shall be responsible for the costs of the maintenance, repair and upkeep of the Court of Honor (including without limitation, the plaques located in the Court of Honor) in accordance with Section 10.1. Notwithstanding anything contained herein to the contrary, neither Tenant nor Landlord shall be obligated to pay the cost of supplying new plaques for the Court of Honor.

15.6 [Reserved].

15.7 Tenant's Covenant Regarding USC Home Football Games.

(a) Except as otherwise provided in this Section 15.7, Tenant hereby agrees that during the Term all USC Home Football Games shall be played at the Coliseum. Notwithstanding the foregoing, Tenant shall have the right to cause one (1) USC Home Football Game per calendar year to be played at a location other than the Coliseum so long as not fewer than eighteen (18) USC Home Football Games are played at the Coliseum in each rolling three (3) season period, with post-season and championship USC Home Football Games played at the Coliseum included in the calculation of the 18-game requirement. In addition, Tenant shall have the right to drop below the eighteen (18) game requirement and play one (1) additional USC Home Football Game at a venue other than the Coliseum in the event Tenant has hosted two (2) or more non-football Events at the Coliseum with attendance in excess of 50,000 people each

("***50,000-Plus Events***") during the same three (3) season period (i.e. two (2) 50,000-Plus Events allows one (1) additional USC Home Football Game at another venue with only 17 games required during the rolling three season period), and provided that Tenant ensures that the substitution of the two (2) 50,000-Plus Events for the one (1) additional USC Home Football Game at another venue is parking revenue neutral to Landlord. Subject to the foregoing requirements and limitations, Tenant may elect to play USC Home Football Games at other venues for any reason in Tenant's sole discretion. If Tenant desires to play additional USC Home Football Games at other venues beyond those permitted by this Section, Tenant shall do so only upon the written approval of Landlord, which Landlord may withhold, condition or delay in its sole and absolute discretion.

(b) Notwithstanding the foregoing, the home game requirements set forth in subsection (a) shall not apply with respect to any USC Home Football Games that are not capable of being played at the Coliseum as a result of (i) any Damage, Force Majeure Event or major construction permitted under this Agreement that renders the Coliseum unfit to accommodate the staging of Events therein (and only during the period that the Coliseum continues to remain unfit for such purpose); or (ii) Tenant being banned from playing USC Home Football Games due to any disciplinary action by the Pac-12 or NCAA. Subsection (a) above also shall not be applicable with respect to any playoff or championship games played at another venue where Tenant is deemed the "home" team.

(c) With respect to any such USC Home Football Game played at another venue pursuant to subsection (a), Tenant shall include in Operating Receipts an amount equal to the amount Tenant would have included in Operating Receipts had the game been played at the Coliseum, based on the average per-game ticket revenues collected for USC Home Football Games at the Coliseum during the rolling three (3) season period preceding such game. Notwithstanding anything contained herein to the contrary, Tenant shall not be required to include any amounts in Operating Receipts as consideration for the relocation of such USC Home Football Games for (i) any such USC Home Football Game played at another venue pursuant to subsection (b) above; or (ii) any playoff or championship games played at another venue where Tenant is deemed the "home" team.

15.8 Landlord's Assistance. Landlord agrees to disseminate to its employees and members any written policies or other information supplied by Tenant to inform such employees and members that they should not engage in, that they should discourage any professional team from engaging in, and that they shall not condone any of the following:

(a) recruitment, negotiating with, drafting of, or the signing of any of Tenant's student athletes who have remaining eligibility for participation in intercollegiate athletics;

(b) soliciting, promoting, or encouraging any of Tenant's student athletes with remaining eligibility to forego the ultimate completion of the student's academic pursuits in exchange for professional team participation; or

(c) soliciting, promoting, or participating in any activity which involves any of Tenant's student athletes in circumstances in violation of NCAA or Pac-12 bylaws, regulations, policies or procedures.

15.9 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 16.5. Tenant shall remove all of Tenant's personal property from the Premises, except that Tenant shall be required to surrender and transfer to Landlord all of the Other Property and any other personal property hereafter acquired by Tenant in replacement, substitution or augmentation of the Other Property that is used exclusively for the operation, maintenance and repair of 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.

15.10 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 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. 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 lease). The provisions of this Section 15.10 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 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.

15.11 Condemnation.

(a) Coliseum and Sports Arena. 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 or threat 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 two years, then upon written notice by Tenant to Landlord this Agreement shall terminate on the date such Taking is deemed effective. Without limiting the foregoing, (a) the

Premises shall be deemed to be "unusable for the purposes for which they were intended" and thereby deemed to be Taken if more than thirty percent (30%) of the parking spaces in the Landlord Parking Areas available as of the Prior Agreement Commencement Date are, for any reason or cause, whether by operation of law or by court order, or otherwise, terminated, nullified, reduced, made more expensive to exercise in a manner inconsistent with this Agreement, or otherwise modified or altered in an manner adverse to Tenant without Tenant's written consent thereto (any of the foregoing, an "***Adverse Parking Event***"), and such parking spaces cannot or have not been replaced at no cost to Tenant within the remaining area of Exposition Park; and (b) the Premises shall be deemed to be unusable for the purposes for which they were intended if more than thirty (30%) of the seats in the Coliseum Property are unusable after the partial Taking and cannot be replaced within the remaining area of the Coliseum Property. If the Sports Arena Property is Taken but the Taking does not render the Coliseum Property unusable for the purposes for which it is intended pursuant to this Section, the Tenant, in its sole and absolute discretion, may elect to terminate the Agreement with respect to the Sports Arena Property but may not elect to terminate the Agreement with respect to the Coliseum Property. If the Coliseum Property is Taken but the Taking does not render the Sports Arena Property unusable, the Tenant, in its sole and absolute discretion, may elect to either (i) terminate the Agreement with respect to the entire Premises or (ii) terminate the Agreement with respect to the Coliseum Property only. In addition to the foregoing, if more than thirty percent (30%) of the parking spaces in the Landlord Parking Areas available as of the Prior Agreement Commencement Date are unusable for a period of more than two years and cannot or have not been replaced at no cost to the Tenant within the remaining area of Exposition Park, Tenant may elect to either (x) terminate the Agreement with respect to the entire Premises; (y) terminate the Agreement with respect to the Coliseum Property only; or (z) terminate the Agreement with respect to the Sports Arena Property only, and pursue condemnation damages as set forth in subsections (b) and (c) below.

(b) Award for Taking of Coliseum or Landlord Parking Areas. In the event that Landlord exercises any right it has under applicable Laws to Take all or any part of the Coliseum Property, or Tenant's leasehold estate in the Coliseum Property 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 Coliseum Property under this Agreement; plus (ii) the fair market value of capital improvements ("***Coliseum Improvements***") made to the Coliseum Property during the term of the Prior Agreement and this Agreement. Notwithstanding the above, Tenant shall not be entitled to the fair market value of any Coliseum Improvements made to the Coliseum Property during the term of this Agreement or the Prior Agreement (i) to the extent that Tenant has received Operating Receipts during the term of this Agreement or the Prior Agreement sufficient to offset the Coliseum Improvement items (in the calculation of the Cumulative Calculated Amount (as defined in the Prior Agreement and this Agreement)) or contributions from the NFL designated for the payment of Coliseum Improvements; or (ii) if the Taking occurs forty (40) years or more after the installation of the Coliseum Improvement.

(c) Award for Taking of Sports Arena. In the event that Landlord exercises any right it has under applicable Laws to Take all or any part of the Sports Arena Property, or Tenant's leasehold estate in the Sports Arena Property 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 Sports Arena Property under this Agreement; plus (ii) the depreciated fair market value of capital improvements ("***Sports Arena Improvements***") made to the Sports Arena Property during the term of the Prior Agreement and this Agreement.

(d) 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 (b) and (c) of this Section 15.11, 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 Coliseum Improvements made to the Coliseum Property during the term of the Prior Agreement and this Agreement, plus (iii) the depreciated fair market value of the Sports Arena Improvements made to the Sports Arena Property during the term of the Prior Agreement and this Agreement; provided that Tenant shall not be entitled to the fair market value of any Coliseum Improvements made to the Coliseum Property during the term of this Agreement or the Prior Agreement (x) to the extent that Tenant has received Operating Receipts during the term of this Agreement or the Prior Agreement sufficient to offset the Coliseum Improvement items (in the calculation of the Cumulative Calculated Amount (as defined in the Prior Agreement and this Agreement)) or contributions from the NFL designated for the payment of Coliseum Improvements, or (y) if the Taking occurs forty (40) years or more after the installation of the Coliseum Improvement, provided, however, that to the extent that there is no separate award made to the Tenant, then Tenant shall be entitled to the amount of the award that exceeds the fair market value of the Landlord's fee interest in the land under the Premises subject to this Agreement.

15.12 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.

15.13 Exposition Park Master Plan. Tenant acknowledges that the implementation of the Exposition Park Master Plan, attached hereto as **Schedule 15.13**, may result in changes to Parking Lots 1 – 6 and the State Drive VIP area. Subject to its rights under Section 15.11 above, Tenant agrees (a) not to object to the implementation of the Exposition Park Master Plan, (b) to comply with the Master Plan and (c) to cooperate with the implementation of the Master Plan with regards to other areas of Exposition Park, including the Coliseum and the Sports Arena, provided in each case that (x) implementation of the Master Plan does not interfere with Tenant's leasehold interest in the Premises, (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. Nothing set forth herein shall constitute Tenant's approval of, or consent to, any changes, amendments, or modifications to the Exposition Park Master Plan.

16. Default, Indemnification, Force Majeure, Damage and Destruction, Disputes.

16.1 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) Subject to Section 16.4, Tenant's failure to perform its obligations under Section 11.1 of the Agreement to (i) commence by the second (2nd) anniversary of the Commencement Date of the Prior Agreement construction of the capital improvements required to be constructed by Tenant under Section 11.1 of this Agreement, (ii) diligently proceed with the construction thereof on a continuing basis (in accordance with Tenant's internal phasing plans) that will facilitate the completion of such capital improvements by the tenth (10th) anniversary of the Commencement Date of the Prior Agreement, and (iii) complete by the tenth (10th) anniversary of the Commencement Date of the Prior Agreement construction of the capital improvements required to be constructed by Tenant under Section 11.1 of this Agreement, in each case where such failure continues for a period of sixty (60) days after written notice from Landlord to Tenant.

(c) 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 Sections 16.1(a) and 16.1(b), 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; or

(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 Coliseum 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 16.1 is contrary to any applicable Law, such provision as applied shall be of no force or effect.

16.2 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, except as limited below) 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 the right to terminate this Agreement in accordance with applicable Laws. Additionally, the parties agree that irreparable damage would occur in the event that certain provisions of this Agreement are not performed in accordance with their specific terms or were otherwise breached. Therefore, the parties agree that injunctive relief, specific performance or other equitable relief shall be appropriate remedies to enforce the terms and provisions of Sections 2.1, 3.2, 3.5, 5, 6,

7, 8.2, 8.7, 9, 10, 11.1, 11.4, 11.5, 12.1, 12.3, 13, 14, 15.1, 15.2, 15.7, 15.8, 16.5, 16.6, 16.7, 16.8 and 17.4 of this Agreement. No other provisions of this Agreement shall be subject to equitable relief. Notwithstanding the foregoing, or anything contained in this Agreement to the contrary, in the event Tenant breaches its obligations under Section 11.1 of this Agreement, Landlord may elect either to (i) terminate this Agreement, in which case Tenant will not be liable for any damages arising from such breach, (ii) seek injunctive relief, specific performance or other equitable relief due to such breach, in which case neither termination nor damages shall be available remedies, or (iii) seek actual damages arising from such breach, in which case this Agreement shall continue in full force and effect and Landlord shall be obligated to perform all of Tenant's obligations under Section 11.1. For purposes of Section 11.1, Tenant specifically and expressly agrees that the specific enforcement of its obligations under Section 11.1 shall be an enforceable remedy and shall not be subject to defense against such equitable relief on the basis that (a) the subject matter of Tenant's obligations are not unique; (b) Landlord has an adequate remedy at law, (c) the capital improvements to be installed by Tenant pursuant to Section 11.1 are not of requisite definition or specificity as to be subject to specific enforcement; or (d) the subject matter of Tenant's obligations under Section 11.1 are otherwise not appropriate for specific enforcement or equitable relief. To the maximum extent permitted by law, in no event will either party be responsible for any incidental damages, consequential damages, exemplary damages of any kind, lost goodwill, lost profits, lost business and/or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty or term of this agreement, and regardless of whether a party was advised or had reason to know of the possibility of incurring such damages in advance.

16.3 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.

16.4 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,) 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.

16.5 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 the parties have selected a third party construction consultant reasonably acceptable to both parties (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 (i) contemplates that the Damage can be repaired within two (2) years of the date on which such Damage occurred, and (ii) the estimated cost of the repair of the Damage and the restoration of the improvements does not exceed the sum of the insurance proceeds (including self-insurance proceeds) payable with respect to the Damage (or if Tenant fails to maintain property insurance in accordance with the requirements of this Agreement, the amount of insurance proceeds that would have been payable with respect to the Damage if Tenant had properly carried the property insurance required under this Agreement), plus any applicable deductible or deductibles (such sum referred to herein as the "***Covered Amount***") by more than the amount (the "***Acceptable Uncovered Amount***") equal to the greater of (I) five percent (5%) of the Covered Amount, or (II) $1,000,000, then (A) Tenant shall repair the Damage and restore the improvements to substantially the condition existing immediately prior to the Damage as expeditiously as reasonably possible, (B) Tenant shall have the right to play USC Home Football Games at another location of its choice during the repair period, and (C) the Term set forth in this Agreement shall remain in full force and effect; provided, however, that if (x) the cost of repairing the Damage exceeds the Covered Amount by more than the Acceptable Uncovered Amount, or (y) the Damage occurs during the last five (5) years of the Term (as such Term is extended) and will prevent Tenant from playing USC Home Football Games at the Premises for one or more full football seasons, then in either case Tenant shall not be required to repair the Damage and shall have the right to terminate this Agreement as to all of the Premises, or at Tenant's election, only the Affected Portion of the Premises (as provided below). For purposes of this Section 16.5, the "***Affected Portion of the Premises***" means either (i) if the Damage pertains to the Coliseum, then Tenant's termination shall apply to all, but not less than all, of the Coliseum Property; or (ii) if the Damage pertains to the improvements on the Sports Arena Property, then Tenant's termination shall apply to all, but not less than all, of the Sports Arena Property. Notwithstanding any contrary provision of this Agreement, Tenant shall not have the right to terminate this Agreement (or terminate this Agreement with respect to any portion of the Premises) unless the Damage pertains to the Coliseum or the improvements located on the Sports Arena Property (and the other conditions for Tenant's termination of the Agreement set forth in this Section 16.5 are satisfied).

If this Agreement is not terminated with respect to all or an Affected Portion of the Premises and Tenant is not required to repair the Damage, this Agreement shall remain in full force and effect and Tenant shall use the insurance proceeds, self-insurance proceeds, the amount of any insurance proceeds that would have been payable with respect to the Damage if Tenant had properly carried the property insurance required under this Agreement, and the amount of any applicable deductible or deductibles to partially repair the Damage or restore the Damaged improvements to a functional state (to the extent it is commercially reasonable to do so), with

modifications and/or substitutions to the Damaged improvements as approved by Landlord, which approval shall not be unreasonably withheld.

(b) If Tenant elects to terminate this Agreement as to all or an Affected Portion of the Premises 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.

(i) If Tenant elects to terminate this Agreement in its entirety, then as a condition to such termination, Tenant shall deliver (or assign) to Landlord (A) all insurance proceeds actually paid with respect to the Damage by a third party insurance carrier and Tenant's rights to receive all insurance proceeds payable by the third party insurance carrier (or if Tenant failed to maintain property insurance in accordance with the requirements of this Agreement, the amount of insurance proceeds that would have been payable with respect to the Damage if Tenant had properly carried the property insurance required under this Agreement), (B) all self-insurance proceeds required to be paid by Tenant to the extent that Tenant elects to self-insure, and (C) all deductible amounts.

(ii) If Tenant elects to terminate this Agreement only as to an Affected Portion of the Premises, Tenant may retain all insurance proceeds and shall use the insurance proceeds, self-insurance proceeds, the amount of any insurance proceeds that would have been payable with respect to the Damage if Tenant had properly carried the property insurance required under this Agreement), and the amount of any applicable deductible or deductibles to make other improvements or alterations to the Premises during the remaining Term of this Agreement.

(c) In no event shall any Damage entitle Tenant to any abatement, credit, offset or reduction of or against any rent or other amounts payable by Tenant under this Agreement. Except as otherwise expressly provided in this Section 16.5, no Damage shall entitle Tenant to terminate this Agreement.

(d) Landlord and Tenant acknowledge that the terms and provisions of this Section 16.5 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 16.5, including without limitation, California Civil Code Sections 1932(2) and 1933(4).

16.6 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.

16.7 Attorneys' Fees. Each party shall bear any costs of suit incurred in enforcing this agreement.

16.8 Venue. Subject to Section 16.6, 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.

17. General Provisions.

17.1 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.

17.2 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.

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

17.4 Assignment. Tenant shall not assign, sublease or transfer this Agreement, the Premises or any rights hereunder without the prior written consent of Landlord, in its sole and absolute discretion. 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 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. Upon Landlord's reasonable request Tenant shall make available to Landlord for review, all licenses, concessions, management and other agreements with third parties for the use of the Premises. Landlord agrees that the information included in the documents may be proprietary and confidential. Landlord

agrees that unless ordered by a court of law, it will not make public any information obtained from its review of the licenses, concessions or other agreements, and if the information is subject to a Public Records Act request, Landlord will raise all applicable exemptions.

17.5 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.

17.6 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).

17.7 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.

17.8 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.

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

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

17.11 Notices. Any notice or demand to be given by one party to the other shall be given in writing and by personal delivery, or via telefax, 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
FAX: (213) 744-2225

Natural Resources Agency
1416 Ninth Street, Suite 1311
Sacramento, CA 95814
Attn:_____
FAX: (916) 653-8102

Department of General Services
Real Estate Services Division – Sold
707 Third Street, Fifth Floor

P.O. Box 989052
West Sacramento, CA 95798-9052
FAX: (916) 375-4025

And if to the Tenant:

University of Southern California
Office of the Senior Vice President, Administration
University Park Campus, ADM 150
Los Angeles, CA 90089-0011
Attention: Senior Vice President
FAX: (213) 740-5943

University of Southern California
Department of Real Estate & Asset Management
University Park Campus, UGW-110
Los Angeles, California 90089-7271
Attention: Real Estate and Asset Management
FAX: 213-821-3073

University of Southern California
Office of the General Counsel
University Park Campus, ADM 352
Los Angeles, CA 90089-5013
FAX: (213) 740-3249

Any such notice shall be deemed to have been given upon delivery, if personally delivered, or, if mailed or faxed, 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.

17.12 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.

17.13 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.

17.14 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.

17.15 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.

17.16 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.

17.17 Landlord Right of Entry. Upon not less than one (1) business day advance notice, Landlord and its duly authorized representatives or agents may enter upon the Premises during the Term of this Agreement at reasonable times for the purpose of determining whether Tenant is complying with the terms and provisions of this Agreement or in furtherance of the enforcement of Landlord's rights and Tenant's obligations under this Agreement.

17.18 Nullification of Agreement. If this Agreement and the Prior Agreement are nullified by a final non-appealable court order , which nullification occurs during the statute of limitations period currently applicable to challenges being brought with respect to this Agreement or the Prior Agreement or as a result of a successful challenge initiated during such statute of limitations period, and the "Prior Agreement" (as defined in the Prior Agreement) (the "**2008 Lease**") is reinstated under the terms of the Prior Agreement, the parties hereto agree that the Non-Disturbance Agreement entered into between them with respect to the 2008 Lease (the "**Prior NDA**") also shall be reinstated, and the Prior NDA shall continue in full force and effect for so long as the 2008 Lease shall remain in effect. If this Agreement and the Prior Agreement are nullified by a final non-appealable court order, which nullification occurs after the expiration of all statute of limitations periods currently applicable to challenges being brought with respect to this Agreement or the Prior Agreement and not as a result of a successful challenge initiated during such state of limitations period, and the 2008 Lease is reinstated under the terms of the Prior Agreement, the parties hereto agree that the Prior NDA also shall be reinstated, and the Prior NDA shall continue in full force and effect for so long as the 2008 Lease shall remain in effect, but in such event (a) Tenant agrees that Landlord shall not have any obligation to perform any capital improvements to the Coliseum, notwithstanding any provisions in the Prior Agreement or the 2008 Lease to the contrary, (b) Tenant shall have the right to offset against the rent and game day expenses due from Tenant under the 2008 Lease the undepreciated cost of the capital improvements made by Tenant to the Coliseum (not to exceed $70 million of original cost), reduced to the extent that Tenant has received Operating Receipts during the term of the Prior Agreement and this Agreement sufficient to offset any of the cost of Coliseum Improvement items (in the calculation of the Cumulative Calculated Amount (as defined in the Prior Agreement and this Agreement)), plus an implied fixed interest rate of six percent (6%), which offset shall pertain to both the initial term of the 2008 Lease plus any extended terms until Tenant shall have recovered its undepreciated costs in full. In the event that this Agreement and the Prior Agreement are nullified, Tenant and Landlord shall use reasonable, good faith efforts to meet and confer during the first ninety (90) days following such nullification to discuss and, if possible, agree upon changes to be made to the Prior NDA and, as applicable, the 2008 Lease in light of such nullification and the then-current condition of the Coliseum and the Sports Arena.

[signature page follows]

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

CALIFORNIA SCIENCE CENTER

By: _____

Title: _____

UNIVERSITY OF SOUTHERN CALIFORNIA

By: _____

Title: _____

DEPARTMENT OF GENERAL SERVICES

By: _____

Title: _____

CALIFORNIA NATURAL RESOURCES AGENCY

By: _____

Title: _____

APPROVED AS TO FORM:

Department of General Services, Office of Legal Services

By: _____

Title: _____

GLOSSARY

ADA means the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12111 et seq. (the ***"ADA"***), and the ADA Accessibility Guidelines promulgated by the Architectural and Transportation Barriers Compliance Board, the public accommodations title of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000a et. seq., the Architectural Barriers Act of 1968, 42 U.S.C. §§ 4151 et. seq., as amended, Title V of the Rehabilitation Act of 1973, 29 U.S.C. §§ 790 et. seq., the Minimum Guidelines and Requirements for Accessible Design, 36 C.F.R. Part 1190, the Uniform Federal Accessibility Standards, and Title 24 of the California Code of Regulations, as the same may be amended from time to time, or any similar or successor laws, ordinances and regulations, now or hereafter adopted.

Adverse Parking Event has the meaning set forth in Section 15.11.

After Hours Event has the meaning set forth in Section 7.3(a)(i).

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

Annual Determination Date has the meaning specified in Section 4.3(a).

CAAM means the California African American Museum.

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

Capital Improvement Items means (i) all actual documented costs, expenses, liabilities and expenditures for improvements made to the Coliseum Property pursuant to Sections 11.1 and 11.2 (of this Agreement and of the Prior Agreement) that would be treated as capital expenditures under generally accepted accounting principles consistently applied (***"GAAP"***), including any that are funded by the ticket surcharge referred to in Section 4.3(f), by donations, or by contributions or work performed by an NFL team pursuant to Section 6.2(b), or by the NCAA, PAC-12, U.S. Olympic Committee, Special Olympics or other comparable entities and also including associated commercially reasonable general and administrative expenses of Tenant in connection with the construction of improvements (but not general operating expenses), (ii) the amount of the capital expenditure reserve described in Section 11.3, and (iii) a return on the Outstanding CapEx Balance as it exists from time to time at the Internal Lending Rate as it exists from time to time. Capital Improvement Items shall not include any costs, expenses, liabilities or expenditures (a) funded through government grants or other governmental funding, (b) reimbursed or otherwise covered by rebates, discounts, warranties or insurance proceeds (including self- insurance), or (c) funded by subtenants, concessionaires or licensees (other than the NFL, NCAA, PAC-12, U.S. Olympic Committee, Special Olympics or other comparable entities). Tenant shall be deemed to have been reimbursed for Capital Improvement Items that would have been covered by the insurance required to be carried by Tenant under this Agreement if Tenant breaches its obligation to carry such insurance, or if Tenant fails to diligently pursue any claim for insurance proceeds from its insurance carrier.

Charges has the meaning set forth in Section 4.6.

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 Property has the meaning set forth in Recital A.

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, including the cancellation of any contracted event at the Coliseum, 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 Recital B.

Contractors has the meaning set forth in Section 15.1(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.

CSC/CAAM Reserved Spaces means 600 spaces in the Science Center Structure reserved for use by California Science Center and CAAM, as the number of such spaces may be modified pursuant to Section 7.2(b) and Section 7.3(a)(i) of this Agreement.

Cumulative Calculated Amount, when determined as of any date, means an amount, which may be either positive or negative, equal to "**a**" minus "**b**" minus "**c**" where (i) "**a**" is equal to the cumulative Operating Receipts of Tenant that are attributable to the period beginning on the Commencement Date of the Prior Agreement and ending on the Annual Determination Date; (ii) "**b**" is equal to the sum of all Offsetting Items that are attributable to the period beginning on the Commencement Date of the Prior Agreement and ending on the Annual Determination Date; and (iii) "**c**" is equal to all Capital Improvement Items that were recognized by Tenant (in accordance with GAAP) during the period beginning on the Commencement Date of the Prior Agreement and ending on the Annual Determination Date. Notwithstanding any contrary provision hereof, in no event shall any cost, expense, expenditure or other amount be counted on a duplicative basis as both an Offsetting Item and a Capital Improvement Item.

Damage has the meaning set forth in Section 16.5.

Damage Estimate has the meaning set forth in Section 16.5.

Default Rate means the lesser of (i) the prime or reference rate announced from time to time by Bank of America, N.A. or it 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.

Designated Parking Rate means, for any Event for which Tenant shall have purchased a special event parking permit, the parking rate established for such Event by Tenant or the promoter of the Event.

District Leases has the meaning set forth in Recital B.

EIR has the meaning set forth in Section 12.1.

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

Excluded Receipts means (i) insurance proceeds other than insurance proceeds that are in amount equal to, and payable for, a loss that has previously been recognized in any prior calculation of the Cumulative Calculated Amount, (ii) proceeds of condemnation, inverse condemnation or other exercise of any power of eminent domain or similar power; (iii) receipts attributable to any breach of this Agreement by Landlord or breach of any other obligation of Landlord to Tenant; (iv) donations of any kind, except as provided in Sections 9.2(c) – (e) (of this Agreement or the Prior Agreement), (v) proceeds of the sale of naming rights that are excluded from Operating Receipts pursuant to Sections 9.2(c) – (e) or 9.3 (of this Agreement or the Prior Agreement); (vi) proceeds from the sale of signage that are excluded from Operating Receipts pursuant to Article 8 (of this Agreement or the Prior Agreement); (vii) proceeds of any ticket surcharge imposed by Tenant that is used to fund Capital Improvement Items, to the extent excluded from Operating Receipts pursuant to Section 4.3(f) (of this Agreement or the Prior Agreement); and (viii) capital improvement funds contributed by an NFL Team to the extent excluded from Operating Receipts as Excluded Receipts pursuant to Section 6.2(b) (of this Agreement or the Prior Agreement).

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, the Natural History Museum, EXPO Center and Tenant.

Extension Options has the meaning set forth in Section 3.2.

Extension Term or Extension Terms has the meaning set forth in Section 3.2.

Freeway Sign has the meaning set forth in Section 8.8.

Force Majeure Event means an event described in Section 16.4.

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

Internal Lending Rate means, as of any date of determination, the internal rate of interest charged from time to time by Tenant to Tenant's schools and departments, which internal rate of interest as of the Effective Date is currently six percent (6%) per annum. Tenant agrees to continue to calculate the Internal Lending Rate in substantially the same manner as it does as of the Effective Date. Tenant shall notify Landlord in writing upon any change in the Internal Lending Rate.

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

Landlord Event Period has the meaning set forth in Section 6.1.

Landlord Events has the meaning set forth in Section 6.1.

Landlord Operating Costs has the meaning set forth in Section 4.2(a).

Landlord Parking Areas has the meaning set forth in Section 7.1.

Landlord Parties has the meaning set forth in Section 2.4.

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 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.

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 (b) with respect to Tenant, on or at the Premises or any portion thereof.

Museum Event means an event of any kind, regardless of attendance size, scheduled by the Natural History Museum, California Science Center or CAAM 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 (which outdoor spaces shall not include any areas included within the Landlord Parking Areas except that a Museum Event may be held on the portion of the top deck of the Science Center Structure constructed with the load-bearing capacity to support such an event).

NCAA means the National Collegiate Athletic Association.

Necessary Parking Spaces means the number of parking spaces that are necessary to provide adequate parking for a particular Event.

NFL Agreement has the meaning set forth in Section 6.2.

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 Reserved Spaces means 375 parking spaces in Parking Lot 3 reserved for use by the Natural History Museum patrons.

Offsetting Items means all actual documented costs, expenses, liabilities, commercially reasonable maintenance and repair reserves, and expenditures properly booked for accounting purposes, including commercially reasonable general and administrative costs and expenses, and all sums paid by Tenant pursuant to Sections 4.1, 4.2, and 4.4 (of this Agreement or the Prior Agreement), incurred by Tenant in connection with the operation of the Coliseum Property that are not reimbursed by subtenants, concessionaires or licensees (not including Tenant's athletics department except as noted below), or by insurance or self-insurance. For purposes of determining Offsetting Items, (a) Offsetting Items shall not include any costs, expenses or expenditures incurred in connection with the generation of donations, except for the salaries and benefits of no more than two (2) development officers, whose combined salaries and benefits shall not exceed the total sum of $300,000 per year, as such sum may be escalated during the Term in accordance with Tenant's typical salary increases for development officers; (b) Tenant shall be deemed to have been reimbursed for Offsetting Items that would have been covered by the insurance required to be carried by Tenant under this Agreement if Tenant breaches its obligation to carry such insurance, or if Tenant fails to diligently pursue any claim for insurance proceeds from its insurance carrier; (c) Tenant's athletics department shall be deemed to reimburse Tenant for costs, expenses and expenditures that are typically required to be reimbursed by, or are typically the responsibility of, a college football team tenant under a stadium lease arrangement on prevailing fair market terms; and (d) Offsetting Items shall also include costs incurred in connection with the operation of any parking areas on the Sports Arena Property that are used for Events at the Coliseum, to the extent that such costs pertain or are reasonably allocated to the use of such parking areas for such purpose, as well as the cost of all special event parking permits purchased by Tenant and other expenses incurred by Tenant in connection with providing parking for its patrons at Events held at the Coliseum or incurred in connection with booking events at the Coliseum. Offsetting Items shall be calculated on an accrual basis in accordance with GAAP.

Operating Receipts means cash and cash equivalents (assets readily convertible into cash) that are received by Tenant as a result of its operation of the Coliseum Property, including (without limitation) those representing (a) rental receipts (but in the case of USC Home Football Games or other athletic events for Tenant's collegiate teams, limited to a market percentage of gate receipts (and subject to the Ticket Price Exclusions described below), which the parties acknowledge are typically eight percent (8%) for college football games as of the

Commencement Date); (b) proceeds of the sale of naming rights (subject to the limitations set forth in Section 9.2 and 9.3) (of this Agreement or the Prior Agreement); (c) any imputed rent from an NFL team calculated pursuant to Section 6.2(b) (of this Agreement or the Prior Agreement); (d) signage, concessions, filming and other operations; and (e) proceeds of any ticket surcharge imposed by Tenant that are not Excluded Receipts. Operating Receipts shall also include revenues received by Tenant from the operation of parking areas located on the Sports Arena Property for Events at the Coliseum and from the remittances paid to Tenant pursuant to Section 7.3(f) of this Agreement with respect to Events held at the Coliseum. Operating Receipts shall be calculated on an accrual basis in accordance with GAAP. Notwithstanding the foregoing, (a) Operating Receipts shall not include donations or sums received for Capital Improvement Items by the NFL (subject to Section 6.2(b)) (of this Agreement or the Prior Agreement). Additionally, with respect to the Commercial Value Equivalent of other donations and any commercial naming rights revenues that Tenant designates are to be used for Capital Improvement Items, inclusion of such Commercial Value Equivalent and other revenues in Operating Receipts shall be deferred for a period of three (3) years from the date of receipt; provided that as of the third (3rd) anniversary of the date of receipt, Tenant shall include in the Operating Receipts for the then-current year all Commercial Value Equivalent and other receipts that have been deferred pursuant to this sentence.

Operator means the parking operator for the Landlord Parking Areas.

Other Property has the meaning set forth in Section 2.2.

Outstanding CapEx Balance means, at any date of determination, an amount equal to the excess, if any, of (x) Capital Improvement Items, over (y) the cumulative Operating Receipts less the cumulative Offsetting Items.

Pac-12 means the Pac-12 Conference, or its successor.

Parking Lots 1 - 6 has the meaning set forth in Section 7.1 of this Agreement.

Parking Lot 1A means the portion of Parking Lot 1 on which the Soboroff Sports Field is located.

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.

Permit Term means, with respect to a special event parking permit, the date and time period for which such special event parking permit will be valid for parking uses, based on the commercially reasonable determination of the Exposition Park Manager regarding loading times for the related Event with the purpose of ensuring that the special event parking permit restricts the use of the affected parking spaces for the amount of time necessary based on similar events at other similar venues, taking into account local conditions.

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, the NCAA, the Pac-12, or other organizations, whether or not legal entities, and all Governmental Authorities.

Premises has the meaning set forth in Recital A.

Prior Agreement has the meaning set forth in Recital B.

Prior Agreement Commencement Date has the meaning set forth in Recital B.

Public Interest Event means a cultural, educational, religious, political, social, demonstration or similar Event for which tickets are not sold (except to cover the cost of the Event or for the benefit of the particular charitable purpose for which the Event is held) and the Coliseum is not otherwise made available for commercial exploitation from the sale of merchandise and novelties, the earning of broadcast revenues, the placement of advertising, the marketing of sponsorships, or the receipt of other streams of revenue customarily earned at commercial Events at the Coliseum (except to cover the cost of the Event or for the benefit of the particular charitable purpose for which the Event is held).

Reserved Spaces means, collectively, the CSC/CAAM Reserved Spaces and, to the extent Parking Lot 3 is then owned by Landlord, the NHM Reserved Spaces.

Security Surcharge has the meaning set forth in Section 7.3(b) of this Agreement.

Self-Help Rights shall have the meaning set forth in Section 7.4 of this Agreement.

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.

Special Event Parking Space Fee has the meaning set forth in Section 7.3(b) of this Agreement.

Sports Arena means the Los Angeles Memorial Sports Arena or any replacement thereof.

Sports Arena Property has the meaning set forth in Recital A.

Taking has the meaning set forth in Section 15.11(a).

Temporary Signage means any sign, exhibit, display or other visual image on, in or at the Coliseum that (A) (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 Coliseum 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 involve the application of paint, coloring, shading, powdering or any other substance directly to the improvements or fixtures that are part of the Coliseum, (iv) 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, and (v) is not on-field advertising; (B) constitutes the digital content of any scoreboard, video board or other signage within the Coliseum displayed on the day of an Event; or (C) constitutes the digital content of any other sign, exhibit, display or other visual image, except for the digital content of a sign, exhibit, display or other visual image permanently affixed to the improvements or fixtures at the Coliseum where the digital content constitutes advertising of only the products of a single sponsor or single lessee of such sign, exhibit, display or visual image that is placed on a long-term, and not event-by-event, basis.

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

Tenant Event means an Event scheduled by Tenant.

Term has the meaning set forth in Section 3.1.

Ticket Price Exclusions means the following: (a) the face value of complimentary tickets, (b) any amounts received from the sale of student tickets to Tenant's bona fide students or their spouses/domestic partners or the sale of faculty or staff cards or tickets to members of Tenant's faculty or staff or their spouses/domestic partners, entitling the holder to admission to a USC Home Football Game, if and while he or she is a bona fide student or the spouse/domestic partner of a bona fide student or member of the faculty or staff or the spouse/domestic partner of a member of the faculty or staff ("***Student/Staff Tickets***"); provided that if the total of complimentary tickets (excluding complimentary ticket provided to Landlord) and Student/Staff Tickets exceeds twenty percent (20%) of the total tickets sold to the public for a USC Home Football Game, then the product of such excess number of such tickets multiplied by the average ticket price for such USC Home Football Game shall be included in the calculation of the total revenue from ticket sales for such USC Home Football Game for the purpose of determining the market percentage of gate receipts that will be included in Operating Receipts; and (iii) that part of each amount collected from ticket purchasers which Tenant is required to exact in the capacity of a collection agent, in effect, for any taxing authority as an admission or other tax.

Trojan Football Team means the varsity football team of the University of Southern California.

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 Tenant's annual "Spring Game".

VIP Parking Areas has the meaning set forth in Section 7.1 of this Agreement.

EXHIBIT A

COLISEUM PROPERTY

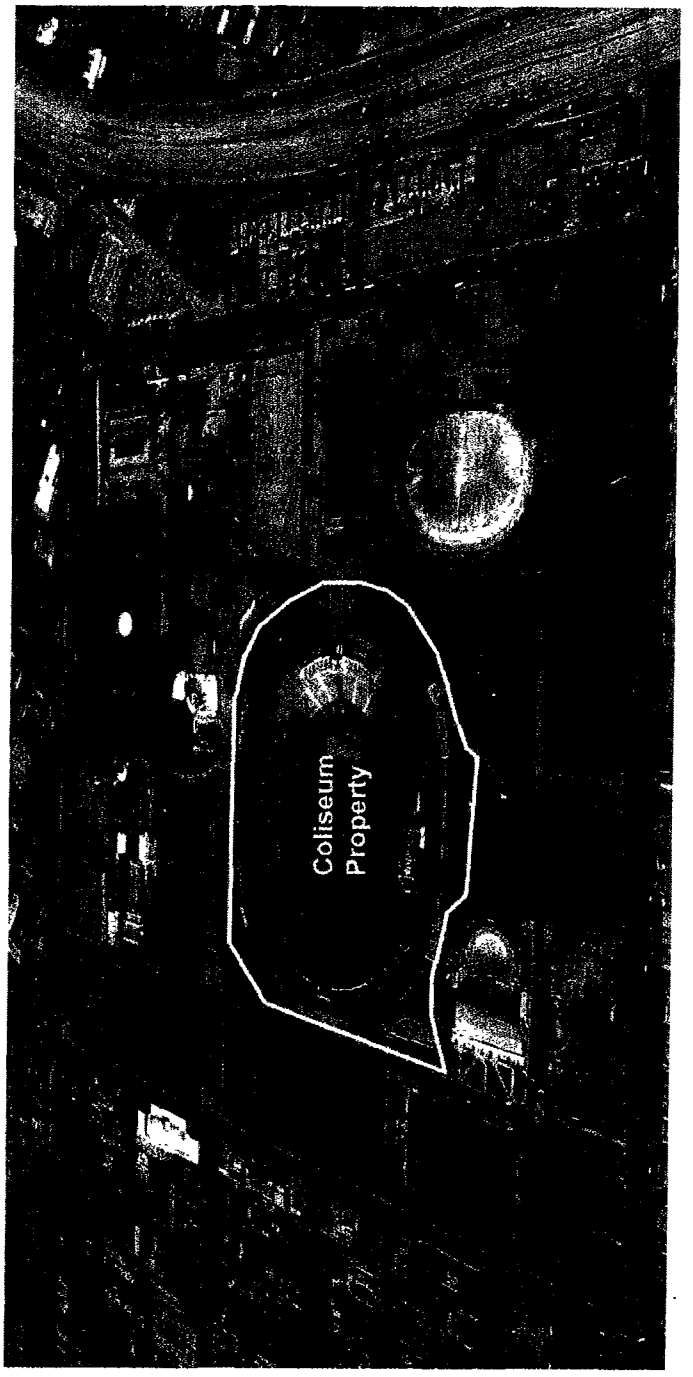
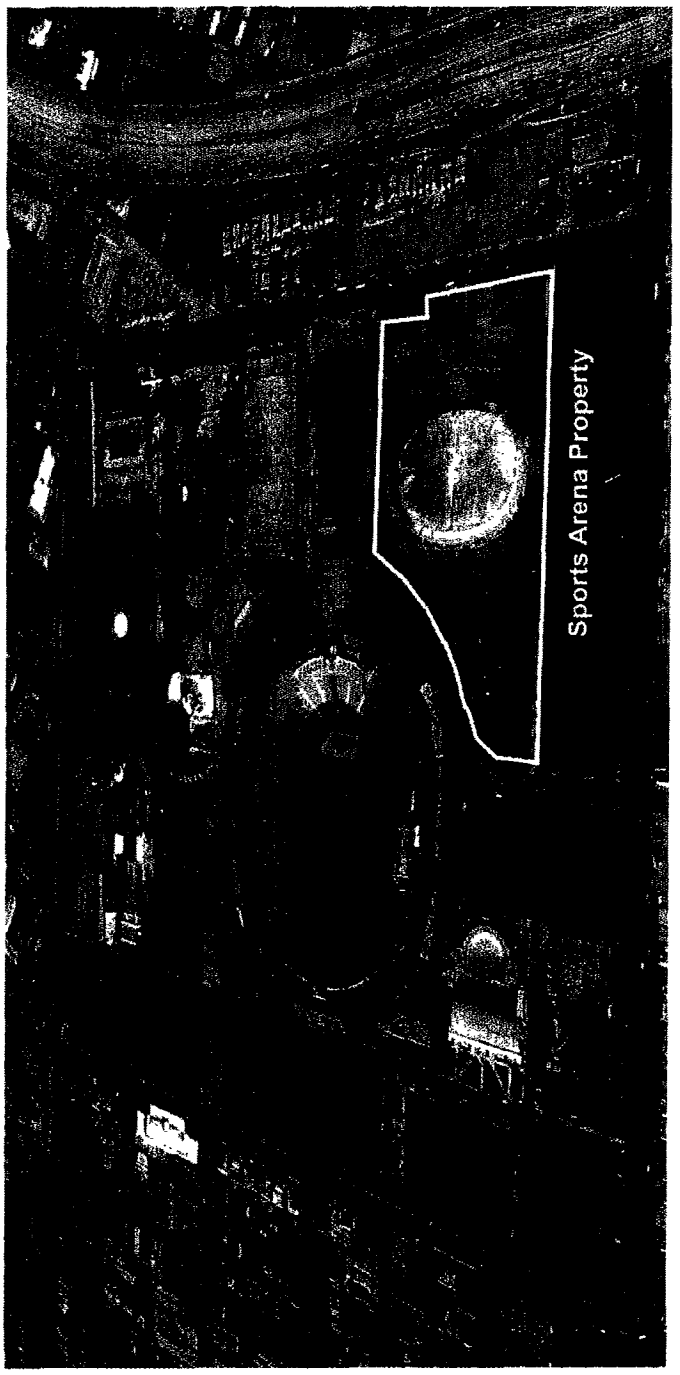


EXHIBIT B

SPORTS ARENA PROPERTY



SCHEDULE 2.2-1

OTHER PROPERTY

Intangible Property:

Trademarks and Servicemarks as follows:

- "Los Angeles Memorial Coliseum"
- "The Coliseum"
- "Los Angeles Coliseum"
- "L.A. Coliseum"
- "LA Coliseum"
- "Los Angeles Memorial Sports Arena"
- "Los Angeles Sports Arena"
- "LA Sports Arena"
- "L.A. Sports Arena"
- The stylized/design mark:



- Variations of any of the above marks that impart association with and/or origin from the Landlord in provision of services and goods

and

- Combined marks of the above.

Plans, Specifications, Permits and Warranties, including without limitation:

- Plans and specifications for improvements
- Property maps
- Governmental permits and approvals, including food service permits
- Third party warranties pertaining to the Premises

Licenses, including without limitation:

- Communications licenses-telecommunications, cell, two way radio, radio frequencies
- Utilities licenses, including water, natural gas, electricity, internet, wireless communication, waste water, environmental.
- Occupancy permits-certificate of occupancy, crowd capacities, and any variances which have been issued.

- Certifications from any other governmental agency related to operations or occupancy, such as, Federal Aviation Agency, earthquake certifications, etc.

Appliances, Equipment, Furnishings and other Tangible Personal Property, including without limitation:

- **Permanent Equipment** - All permanent equipment, to include all spare parts, operating manuals, and any maintenance agreements which are in effect or have expired regarding such equipment, including those related to:
    - Public address
    - Video display or messaging
    - Communications-to include telephonic, two way radio and transmission, wiring, fiber, provided that nothing in this Agreement shall prevent Landlord from utilizing similar or the same license for communication, two-way radios, or other such uses on its facilities.
    - Utility-electrical, plumbing, waste water, water
    - Lighting and lighting control
    - Air conditioning, heating

- **Moveable Equipment** - All moveable equipment and furniture, fixtures and equipment, to include all spare parts, operating manuals, and any maintenance agreements which are in effect or have expired regarding such equipment.
    - Office Furniture-including office equipment.
    - Ground maintenance-turf related and all tools
    - Computers, printers, scanners, computer wiring
    - Telecommunications instruments and connectivity equipment
    - Two way radios
    - Material handling-forklifts, pallet jacks, dollies, racks
    - Sport specific
    - Vehicles
    - Security and traffic devices-stanchions, wands, magnetometers, barricades, uniforms
    - Tables, chairs, staging, dollies

- **Food Service Equipment** - including without limitation:
    - Tents, counters, tables used to create food service spaces.
    - Food preparation equipment
    - Food storage equipment-hot and cold
    - Shelves, racks, furniture
    - Vehicles
    - Office equipment-to include furnishings, computers, telecommunications
    - Money handling devices
    - Uniforms

- Two-way radios

Documents Related to Events, including without limitation:

- Signed event contracts
- Work orders; operations plans
- Event layouts, drawings
- Billing documents and billing details

Contracts, including without limitation:

- All contracts, leases and other agreements relating to the operation of the Coliseum and Sports Arena.
- All agreements with regard to responsibilities or limitations related to other Exposition Park tenants, including parking, security, safety, etc.

Notwithstanding any contrary provision of the Agreement or this Schedule 2.2-1, Landlord's lease of the items listed in this Schedule 2.2-1 shall (a) be limited to the extent of Landlord's right to lease such item, (b) be limited to Landlord's interest in such item, (c) exclude any of Landlord's records regarding the Premises (other than those listed in this exhibit), so long as Tenant has reasonable access to and the right to copy all non-confidential, non-privileged records, and (d) be subject to the reservation by Landlord of the right to use such item as reasonably necessary in connection with the exercise of any of Landlord's rights under this Agreement.

A detailed schedule of items included in Other Property follows.

LA Coliseum and Sports Arena

Personal Property

Asset Type	Qty	Description	Model Number
Arena equipment	1	Basketball Floor (USED)	
Arena equipment	2	Basketball Hoops	
Arena equipment	1	East Riser	
Arena equipment	1	Hocker Dasher System (Plexiglass)	
Arena equipment	1	Indoor Wooden Track (USED)	
Arena equipment	1	North Riser	
Arena equipment	1	South Riser	
Arena equipment	1	Stage 40' x 60'	
Arena equipment	1	West Riser	
ATM equipment	8	ATM Tranax	HS-1430
ATM equipment	4	ATM Triton	9600
Audio equipment	1	Acer monitor	P191w
Audio equipment	36	Arena JBL speakers hanging in bowl	
Audio equipment	1	Ativa keyboard black	
Audio equipment	1	Audio System- commission office	
Audio equipment	9	Connectronics 16 slot rack mount XLR holders	
Audio equipment	1	Dlink 8 port hub	DGS-1008G
Audio equipment	1	G2 VIM-1808 LIGHTVIPER	VIM-1808
Audio equipment	1	green belkin surge protector 10 outlet	
Audio equipment	1	HP Keyboard black	
Audio equipment	1	HP Pavilion Slimline Computer	s3521p
Audio equipment	1	Kinyo Desktop Speakers pair	
Audio equipment	2	Light Viper Fiber Converters (Load 16 & Audio Room)	
Audio equipment	1	Mackie DFX-6 Sound Mixer Board (video room)	DFX-6
Audio equipment	2	Marble Ball Mouse	
Audio equipment	1	McClelland Two way stereo converter	MQS-75
Audio equipment	1	memorex hdmi dvd player	MVD2047BLK
Audio equipment	1	Meyer speakers in cabinets @ Coliseum	
Audio equipment	1	Midas Venice Sound/Mixer Board (arena)	
Audio equipment	1	netgear 10/100 switch	
Audio equipment	72	neutrik xlr connectors in slots female on back, male on front	
Audio equipment	38	neutrik xlr connectors in slots male on back, female on front	
Audio equipment	1	Panasonic Hi-Power Amp WA-750	WA-750
Audio equipment	1	RTS TW Intercom system 1x5 splitter	TW5W
Audio equipment	1	Shuttle computer (POS possible Demo)	x50 v2
Audio equipment	2	white belkin power strips 6 outlet	
Audio equipment	1	white V-tech cordless phone	
Audio equipment	1	Yamaha 16 channel Ethernet I/O Card RJ45	AVY16-ES100
Audio equipment	1	Yamaha ls-9-16 Digital Mixing Console + Ethernet card	LS9-16
Audio equipment	1	YAMAHA stage box SB168-ES	
Computer	1	ACER	AM1641-01521A
Computer	1	ACER	M1000
Computer	1	COMPAQ	AWRDACPI
Computer	1	COMPAQ	CQ5000
Computer	1	COMPAQ	CQ5320F
Computer	1	COMPAQ	GQ3151
Computer	1	COMPAQ	GQ6120
Computer	1	COMPAQ	Q1859
Computer	1	COMPAQ	SR5350F
Computer	1	COMPAQ	SR5816F
Computer	5	E-MACHINE	T3642
Computer	1	E-MACHINE	T5048
Computer	1	E-MACHINE	T5062
Computer	1	E-MACHINE	T5082

LA Coliseum and Sports Arena

Personal Property

Asset Type	Qty	Description	Model Number
Computer	1	GATEWAY	GM5472
Computer	1	GATEWAY	GT5224
Computer	1	GENERIC PC	GENERIC
Computer	1	GENERIC PC	GENERIC
Computer	1	GENERIC PC	GENERIC
Computer	1	GENERIC PC	GENERIC
Computer	1	GENERIC PC	GENERIC
Computer	1	GENERIC PC	GENERIC
Computer	1	GENERIC PC	GENERIC
Computer	1	GENERIC PC	G31M-ES2L
Computer	1	HP PAVILION	53421P
Computer	1	HP PAVILION	M8000
Computer	1	LENOVO	969DA12
Computer	1	LENOVO	7752-
Computer	1	SHUTTLE	
Computer	1	SHUTTLE	S139H
Computer	1	SHUTTLE	X535
Concession equipr	1	2 bin frymaster deep fryer	
Concession equipr	2	4 wheel dollies	
Concession equipr	8	4 wheel serving tables alum	
Concession equipr	2	4 wheel true man.co 2 leave warmers	
Concession equipr	2	6 foot salad bars with sneeze guard	
Concession equipr	1	aeolus ais system over door	
Concession equipr	1	aero hot waterless food warmer	Model# E303-25
Concession equipr	2	alto shaam 3 level warmer	M#500-3DN
Concession equipr	1	alto shaam cooking oven	M#ASC-4E
Concession equipr	2	alto shaam deep fryers	M#ASF-60E
Concession equipr	2	alto shaam hald head 4 wheel warmers	M#ED25YS-72/25
Concession equipr	6	alto shaam hot dog cooker	M#GRSDS-30D
Concession equipr	33	alto shaam warmers	1000 UP/VSI
Concession equipr	1	berkel inc. food processing machine	Model# 8 18
Concession equipr	2	black 4 wheel containers	
Concession equipr	1	black salad bin	
Concession equipr	1	blue bunny freezer	
Concession equipr	24	bus tubs	
Concession equipr	3	captive air system	M#5412SNO-2
Concession equipr	8	chaffers complete	
Concession equipr	5	chaffers complete	
Concession equipr	23	chaffers square	
Concession equipr	2	Cleveland steam cooker	Model#21CET8
Concession equipr	1	coca cola cooler	M#G319
Concession equipr	1	coca cola dasani cooler	M#G319
Concession equipr	42	coffee cambros	
Concession equipr	22	coffee pump	
Concession equipr	1	coffee urn	
Concession equipr	1	Coke Fridge	
Concession equipr	1	Coke Fridge	
Concession equipr	2	coke machines	
Concession equipr	1	cooler	M#MT45
Concession equipr	1	cooler beverage air	M#MT45
Concession equipr	1	cooler beverage air	M#MT45
Concession equipr	1	cooler beverage air	M#MT45
Concession equipr	2	cres cor food box	Model#100-1833
Concession equipr	2	curtain air system above door	M#CFD-TQ-2-36-1-A

LA Coliseum and Sports Arena

Personal Property

Asset Type	Qty	Description	Model Number
Concession equipr	1	curtis coffee brewer	M#RU600
Concession equipr	2	curton air cooler over door	
Concession equipr	20	cutting boards	
Concession equipr	4	deep fryer baskets	
Concession equipr	1	defield warmer under grill	
Concession equipr	1	delfield food warmer under grill	
Concession equipr	1	delfield freezer	M#F1FL
Concession equipr	1	delfield freezer	M#F1FR
Concession equipr	1	double montague oven stand up on wheels	
Concession equipr	1	ember glo warmer	M#ES5M
Concession equipr	1	espresso roast maker	
Concession equipr	2	fetco coffee dispensers	
Concession equipr	13	fetco coffee maker	CBS-51H15
Concession equipr	1	fiter magic frymaster deep fryer	
Concession equipr	1	food warmer 3 compartment	
Concession equipr	39	fruit bins for bar	
Concession equipr	15	fry baskets	
Concession equipr	1	fry master 2 bin deep fryer	M#FMRE217SE
Concession equipr	2	garland grill	
Concession equipr	1	hatco 24-7 warmer	M#GR2SDH-24D
Concession equipr	2	hatco 6LD-ray food warmers	M#GRFSCL-18
Concession equipr	4	hatco gld-ray food warmer	Model# GRFF
Concession equipr	1	hobart hot dog cooker	M#CN85
Concession equipr	6	horse troughs	
Concession equipr	2	hot dog cooker	
Concession equipr	18	hot dog warmers	200CT
Concession equipr	1	hot food box inc. warmer	Model# C12
Concession equipr	1	hot food box wc	
Concession equipr	2	j&j super pretzel cookers	M# JJ580LTD/JJ850C
Concession equipr	2	keg coolers with 2 dispensers	
Concession equipr	1	kenmore clothes dryer	M#KEYS850LQI
Concession equipr	1	kitchen aid clothes washer	
Concession equipr	1	kitchen clothes dryer 80 series	M#268867290
Concession equipr	1	kraft foods coffee maker	Model#VPS black 04275-0013
Concession equipr	3	laundry bins	
Concession equipr	6	liquor cage	
Concession equipr	1	manitowac ice maker	M#B140048
Concession equipr	10	margarita shakers for bar	
Concession equipr	1	mcall refrigerator	Model# 7-7045T
Concession equipr	2	mccall refrigeration units	Model# RP-15-16-EN
Concession equipr	2	merco slide warmer	M#311034
Concession equipr	2	merco slide warmers	
Concession equipr	1	merco warmer	Model# HWEZFWM-24C
Concession equipr	3	metro c5 warmers	M#C569-NFS-UA
Concession equipr	1	monster container	
Concession equipr	1	montague grizzley 6 range stove and oven	
Concession equipr	1	montague grizzly gill and 2 ovens	
Concession equipr	2	nacho cheese and chip warmers	M#5580BVL
Concession equipr	26	napkin holders for bar	
Concession equipr	1	nuvu pizza oven	Model# PMA/5/18
Concession equipr	1	perfect fry company fryer	Model# PFC5708
Concession equipr	9	pizza cooker	560D
Concession equipr	1	pizza oven	
Concession equipr	2	popcorn cooker	M#T-2000
Concession equipr	61	popcorn warmers	100 PC

LA Coliseum and Sports Arena

Personal Property

Asset Type	Qty	Description	Model Number
Concession equipr	1	pretzel cooker	M#HBA5D2GE
Concession equipr	2	pretzel displays	
Concession equipr	1	pretzel steamer	Model# HBA5N1GE
Concession equipr	1	pretzel warmer	
Concession equipr	1	radarange microwave	Model# RCS 700
Concession equipr	7	round chaffers	
Concession equipr	2	salad bins	
Concession equipr	2	sheet pan racks	
Concession equipr	38	slide warmer	GRSDS-30D
Concession equipr	1	smart chef cooler above door	
Concession equipr	1	snorkler wolf grill and oven	
Concession equipr	4	soup kettles	
Concession equipr	1	ss 300 garbage disposal	Model# SS-300-25
Concession equipr	1	steam cooker	
Concession equipr	2	stevelift food warmer and storage unit	
Concession equipr	2	strainers	
Concession equipr	2	super diggity roller grills	M#8225
Concession equipr	1	traviser refrigerator	M#G20010
Concession equipr	1	true industrial freezer	M#T-72 F
Concession equipr	1	true industrial refrigerator	M#T-72
Concession equipr	1	true manufacturing co. refrigerator	M#TSSU-36-12M-B
Concession equipr	1	true manufacturing refrigerator	M# TSSU-36-12M-B
Concession equipr	2	true ultra max grills	
Concession equipr	3	ventilation systems	Model# 10A-126
Concession equipr	15	vulcan hot dog cokker	VC4ED
Concession equipr	89	wells 2 drawer warmer	RW-26-JD
Concession equipr	35	wells counter top warmers	RW-26-HD
Concession equipr	8	wells food warmer	RW-2HD
Concession equipr	3	winston pretzel cooker	M# HB35DZGE
Concession fixture	1	2 shelf storage rack	
Concession fixture	37	3 shelf rack	
Concession fixture	1	3 tier fruit display	
Concession fixture	49	4 shelf storage rack	
Concession fixture	1	always can storage rack	
Concession fixture	5	bread racks	
Concession fixture	30	chip rack	
Concession fixture	210	floor rack	
Concession fixture	55	keg rack	
Concession fixture	3	pretzel display	
Concession fixture	15	snack racks 4 wheels	
Concession fixture	1	storage rack with 3 shelves	
Equipment	8	Adding machine	
Equipment		Barricades	
Equipment	1	Burnisher/Buffer, TomCat	
Equipment	1	carpet cleaning equipment	
Equipment		Coliseum Network	
Equipment	1	Commission Tent	
Equipment	1	concert barricade	
Equipment	12	Currency Counter	
Equipment	11	fridge mini	
Equipment	1	Mitel Phone System	
Equipment	1	pallet jack	
Equipment	1	Portable PA System	Anchor
Equipment	1	pressure washer strero company	Model# SDRA
Equipment	1	Pressure washer with trailer	
Equipment	~120	Radios	

LA Coliseum and Sports Arena

Personal Property

Asset Type	Qty	Description	Model Number
Equipment	1	Recruits Tent	
Equipment	4	Refrigerator-office	
Equipment	1	Repeater	
Equipment	1	Scrubber- Arena	
Equipment	1	Scrubber- Concourse	
Equipment		Sports Arena Network	
Equipment	7	water cooler	
Equipment		WebCam System*	
Equipment	32	credit Card Machine Verifone	
Field equipment	1	aerator* Toro Deep tine	
Field equipment	12	Benches Football (12)	
Field equipment	5	Benches Soccer (5)	
Field equipment	1	Bucket Loader/Tractor- Case	
Field equipment	1	Chemical Sprayer/Trailer 80 Gallon	
Field equipment	1	Field Cover/Enkamat	
Field equipment	1	Field Marking Stencils	
Field equipment	1	Field Striper 3 wheel	
Field equipment	1	Field Striper 4 wheel	
Field equipment	1	Field Sweeper Toro	
Field equipment	2	Football Uprights (2)	
Field equipment	1	Lawnmower Jacobsen	Tr3 26 reel
Field equipment	1	Lawnmower Toro Tri-plex	
Field equipment	3	Painting rigs (3)	
Field equipment	2	Players Area Covering (2)	
Field equipment	3	Rain Tarps Field (3)	
Field equipment	1	Sand/seed Spreader trailer	
Field equipment	1	Small Field Striper (2)	
Field equipment	2	Soccer Goals (2 FIFA)	
Field equipment	1	Tractor John Deere	
Field equipment	1	Verticutter	
Furniture	2	10 foot prep tables	
Furniture	1	2 foot alum prep table	
Furniture	27	3 foot alum prep table	
Furniture	8	4 foot alum table	
Furniture	15	5 foot alum prep table	
Furniture	1	5 foot office desk	
Furniture	1	5 foot plastic table	
Furniture	28	6 foot alum prep table	
Furniture	1	6 foot wood table	
Furniture	11	8 foot alum prep tables	
Furniture	1	8 foot wood table	
Furniture	1	American Flag	
Furniture	9	arm chairs	
Furniture	18	Bookshelf	
Furniture	1	Built in Desk/Cabinet	
Furniture	1	California Flag	
Furniture	6	Chair- Big Leather	
Furniture	42	Chair- Office	
Furniture	7	chairs	
Furniture	~4000	Chairs Red Clarins	
Furniture	110	Chairs- Black Arena Club	
Furniture	118	Chairs- Black USC	
Furniture	225	Chairs- Burgundy Upholstery	
Furniture	12	Chairs- Commission Leather	
Furniture	2	coffee table	
Furniture	2	computer desk	

LA Coliseum and Sports Arena

Personal Property

Asset Type	Qty	Description	Model Number
Furniture	20	conference chairs	
Furniture	7	Conference Table	
Furniture	39	Desk	
Furniture	2	dining chairs	
Furniture	16	Directors Chairs	
Furniture	4	display cases	
Furniture	4	easel	
Furniture	1	entry table	
Furniture	1	extension table	
Furniture	49	file cabinets	
Furniture	3	fire rated file cabinets	
Furniture	2	folding table	
Furniture	7	Lockable shelf	
Furniture	1	mirror	
Furniture	5	open shelves	
Furniture	1	paper storage cabinet	
Furniture	1	plastic 6 foot table	
Furniture	44	racks	
Furniture	1	reception desk	
Furniture	46	Side chair	
Furniture	5	side table	
Furniture	6	sideboard	
Furniture	6	sideboard and hutch	
Furniture	6	sofa	
Furniture	5	stacking chairs	
Furniture	50	Stand-Up Cocktail Tables	
Furniture	40	Stools- Press Box	
Furniture	8	Stools- Press Box Wooden	
Furniture	1	table for radios	
Furniture	1	table small	
Furniture	16	Tables- 60" Round	
Furniture	~40	Tables- 8' folding	
Furniture	5	ticket sales chairs	
Furniture	2	Waiting Room chair	
Furniture	3	Waiting Room Sofa/chair	
Laptop	1	IT PC 1	TOSHIBA
Laptop	1	IT PC 10	TOSHIBA
Laptop	1	IT PC 2	ACER
Laptop	1	IT PC 3	ACER
Laptop	1	IT PC 4	GATEWAY
Laptop	1	IT PC 5	LENOVO
Laptop	1	IT PC 6	ACER
Laptop	1	IT PC 7	HP G56
Laptop	1	IT PC 8	COMPAQ
Laptop	1	IT PC 9	ACER
Monitor	1	ACER	AL1716
Monitor	2	ACER	AL2216W
Monitor	2	ACER	P206HL
Monitor	1	ACER	X191W
Monitor	5	ACER	X193W
Monitor	3	ACER	X243W
Monitor	1	COMPAQ	FV247A
Monitor	4	HANNS-G	HW191D
Monitor	1	HP	HPJP17

LA Coliseum and Sports Arena

Personal Property

Asset Type	Qty	Description	Model Number
Monitor	1	HP	HPW196
Monitor	1	KDS USA	786N
Monitor	1	MAG	900P
Monitor	1	MEGA VISION	MV173
Monitor	1	SAMSUNG	953BW
Monitor	1	SAMSUNG	731B
Monitor	1	SAMSUNG	T200HD
Monitor	1	SAMSUNG	HD
Monitor	1	VIEW SONIC	VS13239
Monitor	1	VIEW SONIC	VP191S
Monitor	1	VIEW SONIC	VS12264
Monitor	1	VIEW SONIC	VS11446
Monitor	1	VIEW SONIC	VS11419
POS equipment	78	cash drawer	
POS equipment	78	credit card swipe	
POS equipment	78	Customer display	
POS equipment	78	Point of Sale Computers	CT-150
POS equipment	78	Software: $250 per license for Lounge Manager	
POS equipment	78	Software: $88 per windows XP	
POS equipment	78	thermal printer	TM200
Printer	1	Brother Laser	hl-5140
Printer	1	Brother MFC	7360n
Printer	1	Brother MFC	8500
Printer	1	Cannon Image Runner	3300
Printer	1	Cannon Image Runner	33006
Printer	1	Eltron	P310
Printer	1	Epson	FX-2180
Printer	1	Epson Stylus	c82 Dura Brite ink
Printer	1	Hp Color Laser Jet	cm1312 nfi mfp
Printer	1	Hp Desk Jet	5650
Printer	2	Hp Laser Jet	1006
Printer	4	Hp Laser Jet	1012
Printer	7	Hp Laser Jet	1020
Printer	1	Hp Laser Jet	m1319f mfp
Printer	1	Hp Laser Jet	P1102W
Printer	1	Hp Laser Jet	P1505
Printer	1	Hp Laser Jet	P2035n
Printer	2	Hp Laser Jet	3050
Printer	1	Hp Laser Jet	m1522 nf
Printer	1	Hp Office Jet	L7555
TV	22	13" CRT's	
TV	14	19" Olevia	219-B11
TV	9	22" Supersonic	SC-222A-BK
TV	3	APEX CRT	AT2102
TV	3	CRT	
TV	3	Daiwoo 19"	
TV	2	EMERSON 42"	DC-P42W-10A
TV	1	Flat Panel TV	
TV	1	Flat Panel TV	
TV	1	Flat Panel TV	
TV	9	Hannspree 32"	
TV	20	Mitsubishi's 19"	

LA Coliseum and Sports Arena

Personal Property

Asset Type	Qty	Description	Model Number
TV	2	OLEVIA	542-B12
TV	1	Pioneer Flat Panel 50"	
TV	1	SHARP	CRT 19"
TV	6	Super Sonic 13"	
TV	6	Symphonic 19"	
TV	21	Westinghouse 32"	W3223
Vehicle	1	Black Ops Cart	
Vehicle	1	Box Office Trailer #1 (28')	9 Windows
Vehicle	1	Box Office Trailer #2 (14')	4 windows
Vehicle	1	cart Carryall	
Vehicle	1	cart Carryall	
Vehicle	1	cart John Deere Gator	Gator 4x2
Vehicle	1	cart John Deere Gator	Gator 4x2
Vehicle	1	Cart Mule	Kawasaki
Vehicle	1	cart Mule	
Vehicle	1	Cart Yamaha	
Vehicle	1	Forklift (other)	
Vehicle	1	Forklift 5K Toyota	
Vehicle	1	Forklift 8k Toyota	
Vehicle	1	Forklift Hyster 4400lbs.	H50XM
Vehicle	1	Forklift Toyota	8FGU25
Vehicle	1	truck	Toyota flatbed
Vehicle	1	truck	2009 White Chevy Silverado*
Vehicle	1	Truck	2004 White Chevy Silverado
Vehicle	1	Truck	1992 Blue Ford F-150
Vehicle	1	yellow taylor dunn stand up car	Model# SCI-59
Video equipment	2	adc video patch panels 52 slots	
Video equipment	1	aja 10 slot frame 100 watts	AJA-FR2D
Video equipment	2	aja fs1	102078
Video equipment	10	AJA HD-SDI/SD-SDI Distribution Amp cards	AJA-RH10DA
Video equipment	1	apc back up battery	smt1000rm2u
Video equipment	1	apc back-ups xs1500	bx1500lcd
Video equipment	1	APC Smart-UPS 2200 Battery backup	SUA2200RM2U
Video equipment	2	APC Smart-UPS 2200 Battery backup UPS #2,3	
Video equipment	1	aphex interface model	124a
Video equipment	1	apogee electronic	
Video equipment	1	Ash Vale slow motion controller	SM-1
Video equipment	1	Bittree Video Patch Panel 48 slots	
Video equipment	1	blaze click effects rack computer	
Video equipment	1	broadcast pix	rpc-16x1p-b
Video equipment	1	broadcast pix	rpc-16x1p-b
Video equipment	1	broadcast pix rack computer	p32x32hs
Video equipment	1	broadcast pix rack mount switcher	rpc-16x1p-b
Video equipment	1	broadcast pix rack mount switcher	rcp-16x1p-b
Video equipment	1	Calibre Scaler PVPRO-HD	
Video equipment	1	canare video patch panel 48 slots	
Video equipment	1	compaq monitor	s1922
Video equipment	1	crossfire click effects rack mount computer	
Video equipment	1	d-link gigabit switch 16 port	dgs-10160
Video equipment	1	d-link10/100 fast ethernet switch 16 port	dss-16+
Video equipment	4	Daktronics	VIP-4500
Video equipment	5	Daktronics	VIP-4060
Video equipment	2	Daktronics	VIP-4400
Video equipment	1	Daktronics A/B Switch Interface	LL-2577
Video equipment	1	Daktronics All Sport 5000 series control console	5000
Video equipment	1	Daktronics CPU #10 DSTI-P w/DVD player	

LA Coliseum and Sports Arena

Personal Property

Asset Type	Qty	Description	Model Number
Video equipment	1	Daktronics CPU #3 VNetServer-P	
Video equipment	1	Daktronics CPU #4 VnetServer-B	
Video equipment	2	Daktronics CPU #7, and CPU #8 Optec Tunnel	
Video equipment	1	Daktronics CPU #9 SCS-P w/DVD player	
Video equipment	1	Daktronics CPU#5 OptecVideo-P	
Video equipment	1	Daktronics CPU#6 OptecVideo-B	
Video equipment	1	Daktronics Handheld Gameclock	LL-2283 Rev 3
Video equipment	1	Daktronics Handheld Shot/Playclock	LL-2485 R1
Video equipment	1	Daktronics Signal Converter SCV #1	
Video equipment	1	Daktronics Switch Interface	LL-2626-1
Video equipment	2	Daktronics Venus 7000	
Video equipment	1	Direct TV Box labeled 'office 7'	
Video equipment	1	dvi distribution amplifier	vac-500dvi
Video equipment	1	Extron SW2 DVI Plus Series ABS #3 Optec video display	
Video equipment	1	Extron SW2 DVI Plus Series ABS #4 Optec tunnel	
Video equipment	1	Fuji Plus 19"Monitor	FP-988D
Video equipment	1	grass valley group automatic changeover switch	9650a
Video equipment	1	grass valley group sync/colorbar generator sync 1	scb-200n
Video equipment	1	grass valley group sync/colorbar generator sync 2	scb-200n
Video equipment	1	grass valley group video distribution	8500/8800
Video equipment	1	harris video	vtm-2400
Video equipment	1	HP Touchsmart 9100 monitor	9100
Video equipment	1	HP Touchsmart 9100 monitor	9100
Video equipment	1	ikegami color monitor	tm14-17r
Video equipment	1	ikegami color monitor	tm14-18r
Video equipment	1	jbl speaker	
Video equipment	1	jbl speaker	
Video equipment	1	Kahuna production rack computer	9648500
Video equipment	1	Kahuna switcher/monitor	
Video equipment	2	Kramer 4x1 HD/SD-SDI Switcher/DA	VS-41HD
Video equipment	1	ktech vsb reference receiver	dvm-100
Video equipment	1	loudness monitor	40-a
Video equipment	1	marshall monitor	v-r151p
Video equipment	1	marshall monitor 2 screens rack mounted	v-r82p
Video equipment	1	marshall monitor 2 screens rack mounted	v-r1042dp-te
Video equipment	1	marshall monitor 2 screens rack mounted	v-r1042dp-te
Video equipment	1	marshall monitor 2 screens rack mounted	v-r1042dp-te
Video equipment	1	marshall monitor 3 screens rack mounted	v-r43p
Video equipment	2	Middle Atlantic Racks	EN-2540
Video equipment	1	miranda kaleoido x16	
Video equipment	1	NEOVO monitor for click effect	H-19
Video equipment	1	netgear 16 port gigabit switch	gs516
Video equipment	1	newtek 3 play 820 rack mount computer	
Video equipment	1	Newtek 3 play desktop hand control	3PX0820 CS
Video equipment	1	Optec Computer	
Video equipment	1	panasonic monitor	bt-lh1760p
Video equipment	1	pesa	8190-65-0395-8
Video equipment	1	pesa	14719410002
Video equipment	1	pesa source/destination	
Video equipment	1	pesa video rtr	rm4000
Video equipment	1	pesa vtc-c	
Video equipment	1	pesa vtc-r	
Video equipment	1	pesa vtr-a	
Video equipment	1	pesa vtr-b	
Video equipment	1	pioneer dvd	v7400

LA Coliseum and Sports Arena

Personal Property

Asset Type	Qty	Description	Model Number
Video equipment	1	qsc stereo amplifier	mx700
Video equipment	1	Raritan Master Console	CAT216
Video equipment	1	Raritan Computer paragon enhanced user station	P2-EUST
Video equipment	1	Raritan Slide out computer WST #2	
Video equipment	1	rts systems tw intercom systems	ps31
Video equipment	1	rts systems user station	mrt327
Video equipment	1	Samsung Monitor for 3 play	syncmaster 2443
Video equipment	1	Samsung Monitor for 3 play	syncmaster 2443
Video equipment	1	shuffle computer	ss59g
Video equipment	1	Soundcraft Sound/Mixer Board FX16ii	FX16ii
Video equipment	1	t.c.electronic	
Video equipment	1	Telex rts systems speaker	mcs325
Video equipment	1	Telex rts systems speaker	mcs325
Video equipment	1	Telex rts systems user station	mrt327
Video equipment	1	Telex rts systems user station	mrt327
Video equipment	1	Telex rts systems user station	MRT327
Video equipment	1	toshiba dvd player	dr4430ku
Video equipment	1	Tunnel Sign Computer Dell	
Video equipment	1	vas group	hd-120sg
Video equipment	1	Viewsonic	vs11435
Video equipment	1	yem hdtv ad converter	adc-292m

SCHEDULE 4.3(d)

CUMULATIVE CALCULATED AMOUNT EXAMPLES

Example 1:

Assume the Cumulative Calculated Amount determined as of the first Annual Determination Date is $10 million and that there is no CPI-related adjustment in the percentages referred to in clauses (i) through (iv) of Section 4.3(c) pursuant to the *provided* clause thereof. In this example, the payment due to Landlord pursuant to Section 4.3(b) within 90 days following the Annual Determination Date would be $1.25 million, calculated as follows: (i) $125,000 (five percent of the first $2.5 million of the $10 million Cumulative Calculated Amount); plus (ii) $250,000 (ten percent of the next $2.5 million of the $10 million Cumulative Calculated Amount); plus (iii) $375,000 (fifteen percent of the next $2.5 million of the $10 million Cumulative Calculated Amount); plus (iv) $500,000 (twenty percent of the part of the Cumulative Calculate Amount that is in excess of $7.5 million).

Example 2:

Assume the Cumulative Calculated Amount determined as of each of the first five Annual Determination Dates is as set forth in the table below and that there is no CPI-related adjustment in the percentages referred to in clauses (i) through (iv) of Section 4.3(c) pursuant to the *provided* clause thereof. In that event, the payment (if any) due to Landlord within 90 days after each of those Annual Determination Dates would be as shown in the last row of the attached table.

Annual Determination Date	**1**	**2**	**3**	**4**	**5**
Cumulative Calculated Amount	10,000,000	13,000,000	9,000,000	15,000,000	20,000,000
5% percent of the first $2.5 million	125,000	125,000	125,000	125,000	125,000
10% percent of the next $2.5 million	250,000	250,000	250,000	250,000	250,000
15% percent of the next $2.5 million	375,000	375,000	375,000	375,000	375,000
20% percent of the amount in excess of $7.5 million	500,000	1,100,000	300,000	1,500,000	2,500,000
Cumulative Payment Due to Landlord	1,250,000	1,850,000	1,050,000	2,250,000	3,250,000
Less Payments Made	0	-1,250,000	1,850,000	-1,850,000	-2,250,000
Payment Due to Landlord within [60] days after Annual Determination Date	1,250,000	600,000	0	400,000	1,000,000

SCHEDULE 7.1

LANDLORD PARKING AREAS

SCHEDULE 8.2(a)

COLISEUM SPECIAL DISTRICT PLAN

DUE TO ELECTRONIC SIZE LIMITATIONS, ONLY THE FIRST PAGE OF THE COLISEUM SPECIAL DISTRICT PLAN HAS BEEN ATTACHED BELOW. THE FULL DOCUMENT WILL BE ATTACHED TO THE EXECUTION VERSION OF THIS AGREEMENT.

ORDINANCE NO. 180768

An ordinance amending Ordinance No. 177558, known as the Coliseum District Specific Plan, for a portion of the South Los Angeles Community Plan area.

THE PEOPLE OF THE CITY OF LOS ANGELES DO ORDAIN AS FOLLOWS:

Section 1. Map 1 of Section 1 of Ordinance No. 177558 is amended to read:

SCHEDULE 11
CAPITAL IMPROVEMENTS

SCHEDULE 5				
CAPITAL PROJECTS				
CATEGORY 1				
	ISES	**Project Title**	**Category**	**Type**
	Project #			
	[redacted]			
1.	62	Improvements to yard paving	Operations	Site
2.	52	Concession stand food service equipment upgrades	Operations	Interior
3.	48	Replace switchgear assemblies	Operations	Electrical
4.	20	Fire alarm system replacement and extension	Operations	Fire/Life Safety
5.	13	Standard built-up roof replacement	Operations	Exterior
6.	59	Restoration of athletic field turf and drainage	Operations	Site
7.	31	Exterior coliseum façade cleaning	Operations	Exterior
8.	1	Overhead Concrete spalling repair work	Operations	Fire/Life Safety
9.	47	Replace and add yard level lighting	Operations	Electrical
10.	26	Cold box refrigeration system replacement-concourse	Operations	Health
11.	23	Replace sprinkler heads- concourse and press box	Operations	Fire/Life Safety
12.	69	Kitchen ventilation system replacement commissary	Operations	HVAC
13.	38	Replace HVAC Systems- peristyle offices	Operations	HVAC
14.	25	Cold box refrigeration system replacement-yard level	Operations	Health
15.	54	Replace sewage ejectors	Operations	Plumbing
16.	22	Fire alarm system replacement-press box	Operations	Fire/Life Safety
17.	44	Selective electrical system repairs	Operations	Electrical
18.	57	Selective drain piping replacement	Operations	Plumbing
19.	64	Fire pump replacement	Operations	Fire/Life Safety
20.	68	Exhaust fan replacement-commissary	Operations	HVAC
21.	56	Selective water supply piping replacement	Operations	Plumbing
22.	5	Install exit signs	Police Station	Fire/Life Safety
23.	72	Replace domestic water booster system	Operations	Plumbing
24.	21	Replace exit signs- concourse and press box	Operations	Fire/Life Safety

25.	65	Cold box refrigeration sys replacement-commissary	Operations	Health
	LOCKER ROOMS - RELATED (IF NOT FULL RECONSTRUCTION)			
1.	51	Interior finish restorations-Coliseum interiors	Locker Rooms	Interior
2.	15	Repair retaining walls at tunnel service drive	Locker Rooms	Site
3.	12	Selective structural repairs to facility	Locker Rooms	Exterior

CATEGORY 2

	ISES Project #	Project Title	Category	Type
1.	66	Stadium seating upgrades and replacements	Seats	Exterior
2.	30	Stadium seating area concrete substrate repairs	Seats	Exterior
	GROUP "B" - FIRE/LIFE SAFETY & ADA-RELATED			
1.	18	Concourse egress stair reconstruction work	TBD	Fire/Life Safety
2.	19	Enhance stadium egress pathways	TBD	Fire/Life Safety
3.	**3**	**Exterior emergency egress and directional signage**	**Operations**	**Fire/Life Safety**
4.	6	Fire sprinkler system installation	Operations	Fire/Life Safety
5.	**4**	**Compromised egress paths and fire compartmentalization**	**Operations**	**Fire/Life Safety**
6.	**16**	**Replace self-illuminating exit signs**	**Operations**	**Fire/Life Safety**
7.	2	Handrail improvements in stadium seating areas	Operations	Fire/Life Safety
8.	27	Stadium seating vertical access improvements	TBD	Handicapped Access
9.	8	Install wheelchair lift at PB tiered seating	TBD	Handicapped Access
10.	10	Modify restrooms for handicapped accessibility	TBD	Handicapped Access
11.	**9**	**Accessible parking space improvements**	**Operations**	**Handicapped Access**
12.	11	Accessibility upgrade for counters and kitchen unit	TBD	Handicapped Access
13.	**28**	**Interior and exterior ADA signage upgrades**	**Operations**	**Handicapped Access**
14.	29	Upgrade interior stair handrails	Operations	Handicapped Access
	ISES Project #	**Project Title**	**Category**	**Type**

	GROUP "C" - GENERAL			
1.	49	Selective interior lighting system upgrades	Operations	Electrical
2.	45	Upgrade electrical distribution-police bldg	Police Station	Electrical
3.	71	Interior lighting upgrade-commissary	Operations	Electrical
4.	32	Concourse , torch, tunnel cleaning and repainting	Operations	Exterior
5.	33	Selective exterior window and door upgrades	Operations	Exterior
6.	**34**	**Outbuilding cleaning and repainting**	**Operations**	**Exterior**
7.	24	Environmental mitigation issues	TBD	Health
8.	39	Exhaust fan replacement-concourse and press +box	Operations	HVAC
9.	37	Selective exhaust fan replacement- yard level	Operations	HVAC
10.	36	Install HVAC systems-police building	Police Station	HVAC
11.	42	Warehouse ventilation system	Operations	HVAC
12.	40	Replace split DX system serving press box	Operations	HVAC
13.	70	Swamp cooler replacement	Operations	HVAC
14.	53	Major interior upgrade to west building	Police Station	Interior
15.	50	interior finishes restoration-outbuildings	Operations	Interior
16.	14	Install automatic flush valves and faucets	Operations	Plumbing
17.	73	Water heater replacement-yard concessions, offices	Operations	Plumbing
18.	58	Water heater replacement-concourse level	Operations	Plumbing
19.	55	Water heater replacement-press box, yard restrooms	Operations	Plumbing
20.	61	General security system upgrades	TBD	Site
21.	60	Ornamental landscaping restoration	Operations	Site
22.	**63**	**Comprehensive freight elevator modernization**	**Police Station**	**Vertical Transport**
	ISES	**Project Title**	**Category**	**Type**
	Project #			

	LOCKER ROOMS - RELATED (IF NOT FULL RECONSTRUCTION)			
1.	7	Fire alarm system replacement-lower level	Locker Rooms	Fire/Life Safety
2.	17	Replace sprinkler heads-lower level	Locker Rooms	Fire/Life Safety
3.	46	Interior lighting upgrade-lower level, police bldg	Locker Rooms	Electrical
4.	43	Replace lower level switchgear	Locker Rooms	Electrical
5.	67	HVAC system replacement-locker rooms	Locker Rooms	HVAC
6.	35	Replace air-cooled chiller serving locker room	Locker Rooms	HVAC
7.	41	Replace split DX systems serving lower level	Locker Rooms	HVAC

SCHEDULE 11.4
COLISEUM DESIGN GUIDELINES

DUE TO ELECTRONIC SIZE LIMITATIONS, ONLY THE COVER PAGE OF THE COLISEUM DESIGN GUIDELINES HAS BEEN ATTACHED BELOW. THE FULL DOCUMENT WILL BE ATTACHED TO THE EXECUTION VERSION OF THIS AGREEMENT.

Design Guidelines
for the
Los Angeles Memorial Coliseum

Adopted by
Los Angeles Memorial Coliseum Commission

2009

SCHEDULE 15.13

EXPOSITION PARK MASTER PLAN

EXHIBIT F

PARKING AREAS IN EXPOSITION PARK

See attached.

Exhibit F

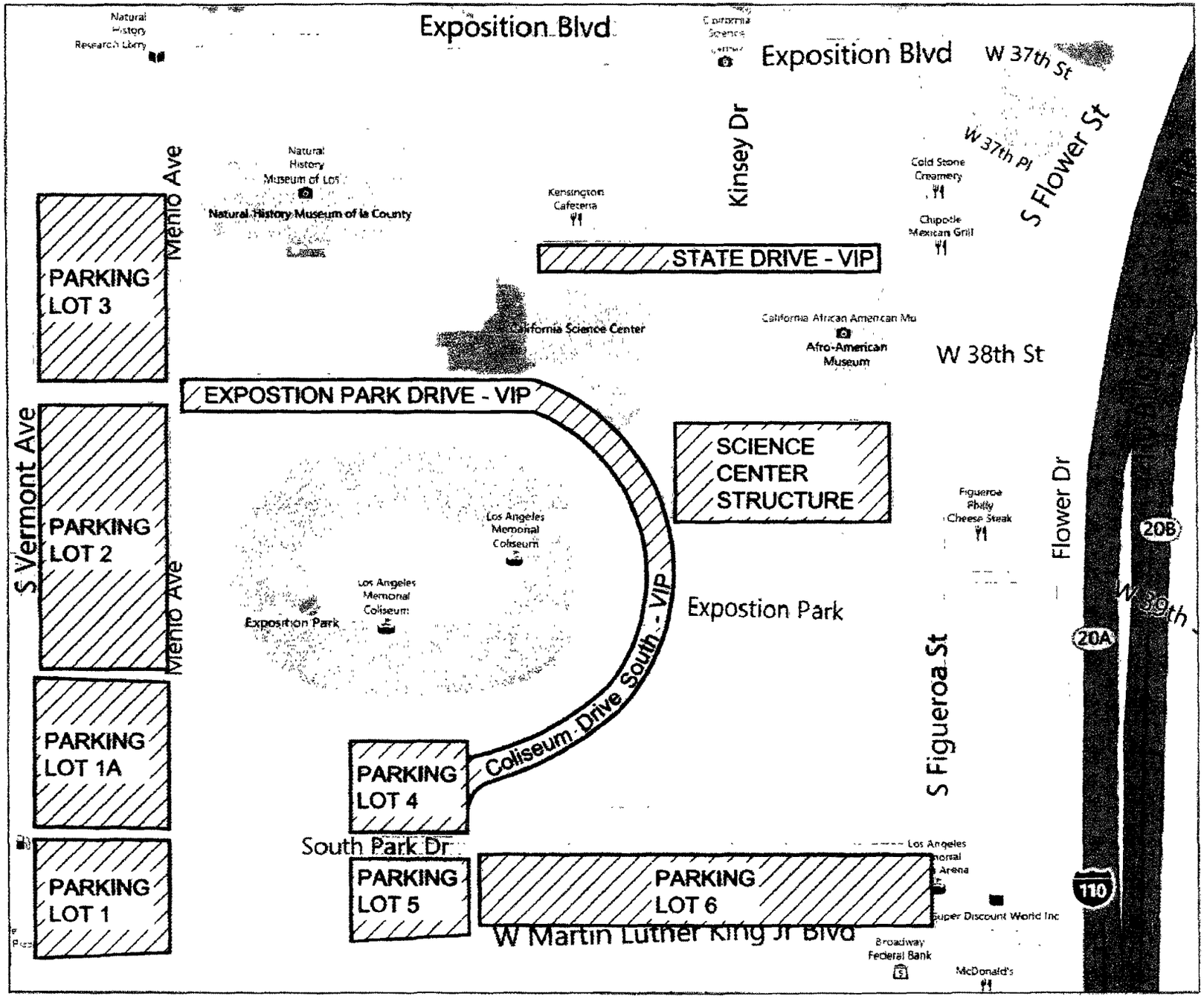

Exposition Blvd
Exposition Blvd
W 37th St
W 37th Pl
S Flower St
Kinsey Dr
Menlo Ave
Natural History Museum of LA County
Kensington Cafeteria
Cold Stone Creamery
Chipotle Mexican Grill
PARKING LOT 3
STATE DRIVE - VIP
California Science Center
California African American Mu
Afro-American Museum
W 38th St
EXPOSTION PARK DRIVE - VIP
S Vermont Ave
PARKING LOT 2
SCIENCE CENTER STRUCTURE
Figueroa Philly Cheese Steak
Flower Dr
Los Angeles Memorial Coliseum
Exposition Park
Expostion Park
Coliseum Drive South - VIP
20B
W 39th
20A
PARKING LOT 1A
PARKING LOT 4
S Figueroa St
South Park Dr
PARKING LOT 1
PARKING LOT 5
PARKING LOT 6
Los Angeles Memorial Arena
110
W Martin Luther King Jr Blvd
Super Discount World Inc
Broadway Federal Bank
McDonald's

EXHIBIT G

EXPOSITION PARK MASTER PLAN

See attached.

EXHIBIT G

California Museum of Science and Industry
Exposition Park Master Plan

Los Angeles, California

ZIMMER GUNSUL FRASCA PARTNERSHIP
WITH
PETER WALKER AND PARTNERS
THE PLANNING GROUP
JOSEPH A. WETZEL ASSOCIATES, INC.

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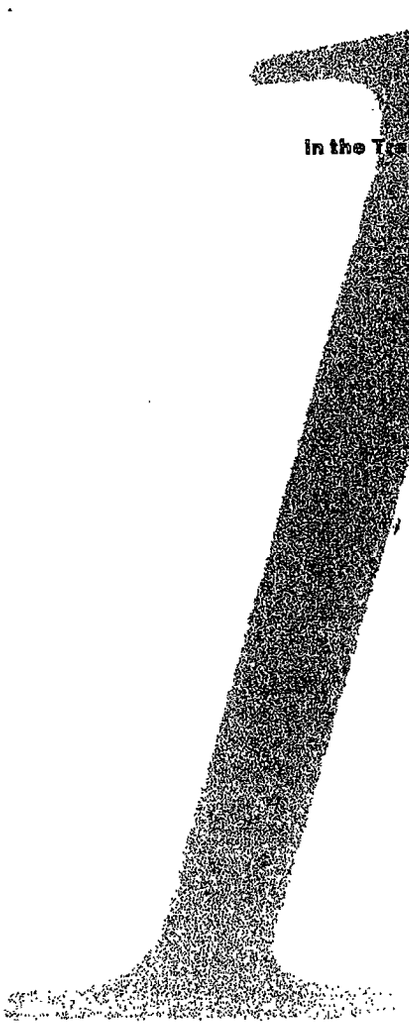
Preface

This summary master plan report is presented in a somewhat unusual format, simply because none of the usual formats seemed appropriate to the task. We will briefly review the history of Exposition Park, how it got to its present state, and who played and is playing a vital part in its development. Next we seek to illuminate reasons for our inability to experience, or think about, or describe, or even imagine the Park as a whole. We admit our failure to find the means (or reasons) to create (or recover) the singular, compelling image of wholeness which *beaux arts* or "City Beautiful" park plans must have. But we also admit our excitement on finding what we believe is a viable alternative.

We find that Exposition Park is fragmented and layered, both in history and in morphology. In both, the Park is a microcosm of urban Los Angeles, which is reason enough not to even attempt to reduce its complexity to *a plan*, or even *alternative plans*. Rather we aim to describe a serial planning process that is understood as just beginning; one that treats Exposition Park as it is. We aim to treat the place instead of a plan of the place, and thereby to initiate a kind of understanding which is less reductive. In describing our planning efforts to date, we hope to provide a narrative format that is meaningful, that captures the imagination, and that begins to build the story of the renewal and healing of Exposition Park.

The Tradition



The Open Space Ideal

In the Tradition of Great Urban Parks

From Pleasure Ground...

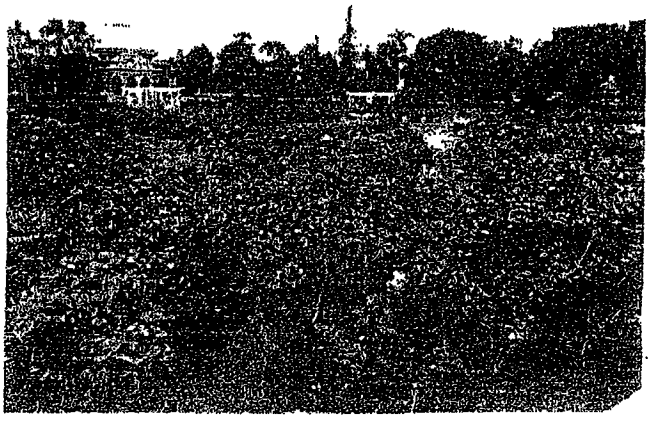
To Spectator Sports

Recent History

The Open Space Ideal



The existing conditions in Exposition Park might be seen as the direct results of the interplay of different ideals concerning nature or open space in American history. Is open space there to be used (for convenient parking lots or whatever), or is open space there (in the Rose Garden) as an embellishment to the city?



As with most Great Urban Parks in the United States, such as Central Park in New York or Golden Gate Park in San Francisco or Balboa Park in San Diego, the creation and history of Exposition Park must be understood in terms of the predominant American attitudes toward nature or open space. The dominant attitude is *utilitarian* and *progressive*: nature is there to be subdued, transformed, and used. A second strain of thought is *primitivist* and argues that nature is valuable as an antidote to civilization and especially the city; while a third Jeffersonian view is *pastoral* and calls for harmony between the works of man and nature.

Although the progressive ideal of valuing open space primarily for its usefulness still strikes a deep chord in most of us, so does its opposite. The more that life in the city presses down upon us, the more we value nature as escape or relief valve from those everyday pressures. The pastoral ideal of striking a balance between nature and civilization also resonates deeply in American society as a reaction to a strictly utilitarian view of nature.

Indeed, metropolitan Los Angeles could be viewed as a paradox in these terms. While no one would argue that Los Angeles is not the result of the wholesale exploitation and transformation of its natural setting, one can also consider Los Angeles as perhaps one ultimate expression of the pastoral state of *in-betweenness*: neither *nature* nor the traditional *city*.

In the Tradition of Great Urban Parks

If the third, Jeffersonian, ideal about nature or open space is viewed in American history as a persistent alternative to the dominant utilitarian attitude, then the emergence of the Great Urban Park in nineteenth century America could be viewed as a *natural remedy* to the progressive pressures and evils of city life. As realized through the visionary ideas and designs of leading nineteenth century landscape architects, such as Frederick Law Olmsted and Andrew Jackson Downing, the Great Urban Park sets out initially to reconcile the city with nature, and secondly is conceived as an outlet for the mixing of the citizens of the city.

The successful park was a marriage of town and country, and the Olmstedian vision of the park was *romantic* and pastoral. Park designers and the public at large began to notice the reciprocal relationship between two ideas: 1) that, to be recognized as truly civilized, a city must be appointed with well-maintained public parks, plazas, and pleasure grounds; and 2) that these public open spaces would have, over time, remarkable civilizing effects on the inhabitants of a city.

An important aspect of urban parks, as conceived by Olmsted, Downing, and their contemporaries, was provision for overlapping and complementary functions: recreation, education, social interaction, and the cultivation of civic and cultural awareness. Hence, at their finest Great Urban Parks are sources of health and pleasure, works of art, *and* powerful influences on the evolution of the city.



5

Since the nineteenth century, parks have been viewed as a mechanism for urban social integration, and as a way to introduce the delights of nature into the center of the city. Within the Great Urban Parks, however, provisions for recreational facilities have become more and more important to those who use the parks, often at the expense of the purely pastoral qualities of the nineteenth century park.



6

From Pleasure Ground ...



7
In the late nineteenth century a wooden gateway stood at the entrance to the pleasure grounds of the Southern District Agricultural Society.



8
Community recreational facilities, such as lawn bowling greens, were included in the original plan for improvements to Exposition Park.

American parks created at the turn of the century were generally conceived as *pleasure grounds* for both active play and the contemplation of nature's beauty. The early history of Exposition Park is about the continuing cultural refinement of the pleasure grounds idea. It began as Agricultural Park in the 1870's, when 160 acres were set aside for the uses of the Southern District Agricultural Society: including the area between Exposition and Martin Luther King and Vermont and Figueroa. In the 1880's the newly created Sixth District Agricultural Association found it necessary to sell off the western portion (between Menlo and Vermont) and the southern portion of the tract to pay debts.

By the turn of the century, saloons, racing, and gambling on the grounds of Agricultural Park resulted in public outcry. Headed by attorney W.M. Bowen, this movement led to the transformation of Agricultural Park into Exposition Park. At its opening in 1913, coinciding with the inauguration of the Los Angeles Aqueduct, Exposition Park reproduced the aspirations of the "City Beautiful" movement in Los Angeles. Surrounding a seven-acre "sunken garden" laid out according to *beaux arts* design principles were three structures: an Exposition Building built by the state for the Sixth District Agricultural Association, a state-funded National Guard Armory, and a domed Los Angeles County Museum of History, Science and Art. In addition the park included fountains, athletic fields, and a speedway on the future site of the Coliseum.

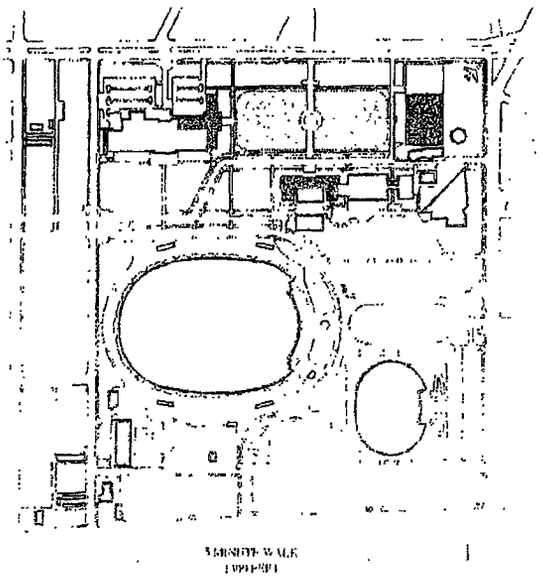


Diagram 1
The historic core of Exposition Park is the sunken Rose Garden surrounded by institutional buildings on three sides and oriented to Exposition Boulevard.

To Spectator Sports

With the final transformation of the sunken garden into a display Rose Garden in 1928, the idea of Exposition Park as pleasure ground reached its culmination. Gradual landscape additions to this space in the 1920's were paralleled by the growing importance of a different idea about the park's purpose. From the 1920's, urban parks slowly began to lose their primary identity as pleasure grounds; parks were no longer a means to solve the problems of cities, but were places to get away and have fun. American parks were now conceived as *recreation facilities*. Park environments were made to accommodate large numbers of people for recreational purposes as spectator sports became an increasingly popular form of recreation in American society.

The development of Exposition Park mirrors this national trend more or less exactly. By 1920 the City and County of Los Angeles and the State of California jointly agreed to construct a large sports stadium in the Park, and the Los Angeles Memorial Coliseum seating 75,000 spectators was completed in 1923. Preparations for the 1932 Los Angeles Olympic Games brought further improvements. The Coliseum was enlarged to seat more than 100,00 spectators, and the Olympic Swimming Stadium was built southwest of the Coliseum, along with a children's playground immediately south of the Coliseum. Finally in 1959 the Los Angeles Sports Arena was dedicated, with permanent seating for 15,400 spectators for basketball and up to 17,400 seats for convocations.



9
Upon completion the Rose Garden included more than 15,000 rose bushes. The centerpiece Frank Flint Memorial Fountain was added in 1930.



10
The Los Angeles Memorial Coliseum as it appeared in 1923 boasted 75,000 seats arranged in a horseshoe closed by the east peristyle.



11
An enlarged Coliseum hosted the X Olympiad in 1932, and the XXIII Olympiad returned in 1984.



12
Facilities provided by the Coliseum are complemented by the indoor Los Angeles Sports Arena.

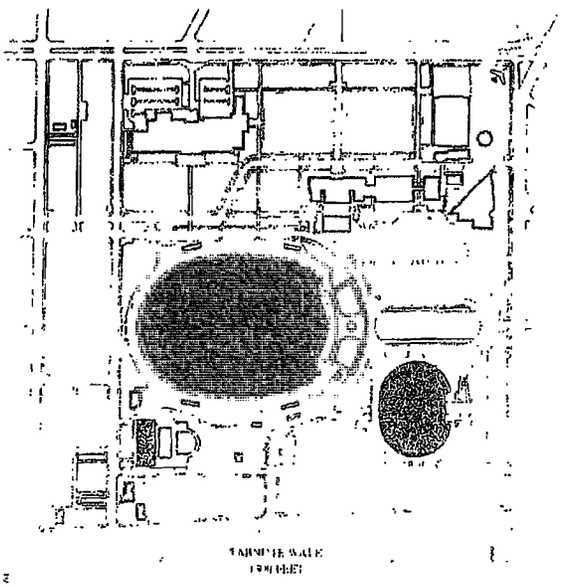
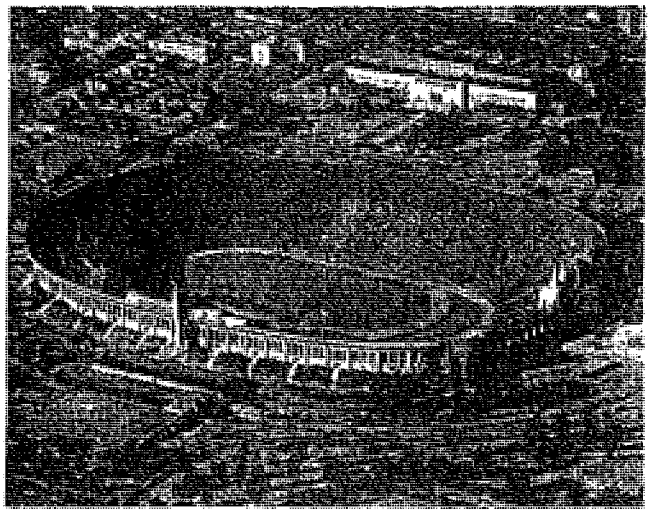


Diagram 2
While the earlier beaux arts grouping of museums faces Exposition Boulevard, the cluster of spectator facilities with the Coliseum at the center faces Figueroa, with an imaginary boundary between "museum" and "sports" districts along North Coliseum Drive.

Recent History



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A 1945 photograph shows parking on vacant lots between houses and apartment buildings, especially along Menlo, but relatively little impact on the open space in the Park itself.

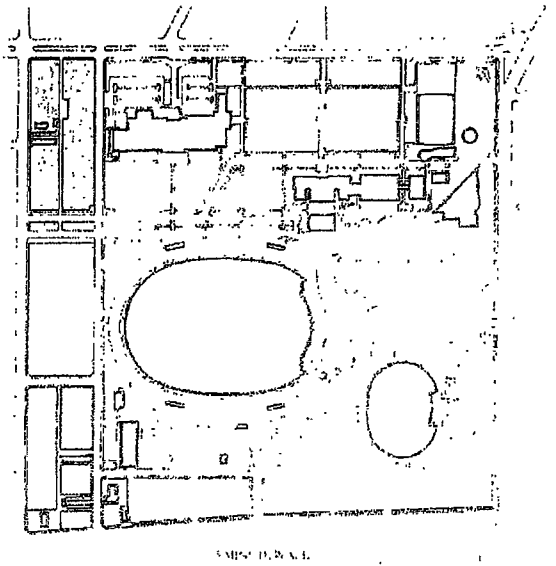


Diagram 3
Area (shown shaded) lost to Exposition Park in the 1980's in order to retire debt has been mostly restored to the Park, as parking lots for service spectator - oriented major events.

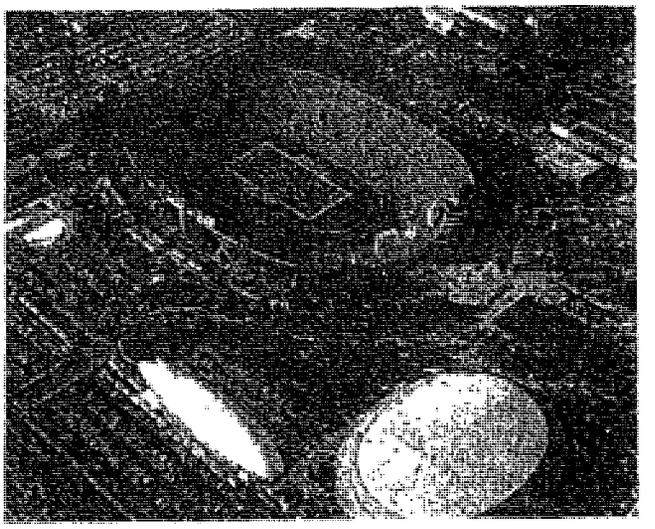
Following World War II Exposition Park can be described as evolving along two roughly parallel courses. On the one hand the overall *area* of the Park can be said to have increased significantly. On the other, there has been progressive *erosion* of the type of open space for community recreation, always assumed to embody the heart of a Great Urban Park under either ideal conception: pleasure ground or recreation facility. An Automobile Club map of 1938 still portrays a reduced Exposition Park, bounded by Menlo Avenue on the West and separated by a row of private properties from Martin Luther King Boulevard on the South. It also shows a Park unencumbered by either parking lots or the extensive provisions for automobile circulation which became increasingly common after the war.

In recent years the Coliseum Commission (joint powers authority overseeing the sports facilities) and the State of California (represented by CMSI) have worked together to restore Exposition Park to its original boundaries. Virtually all private parcels, excepting a few remaining between Menlo and Vermont Avenues, have been purchased. As they have been assembled, parcels along the southern and western edges of the Park have become parking lots. However, demand in recent decades for convenient parking for spectator sports events has far outstepped the modest growth in supply, even though *all* the area added back to the Park has been in the form of *parking lots*.

Recent History

While land added to the Park's perimeter was added as parking lots, the interior of Exposition Park meanwhile was pressed along another course. Like most urban parks in America, when the concept of recreation facilities replaced the concept of pleasure grounds the value placed upon open space changed as well. The modern ideal of *organized leisure* supplanted the romantic ideal of *leisure in nature*. Satisfying the needs of institutions, museums and sports facilities, is an obvious priority as those institutions become more valued leisure or recreational outlets to the general populace of the city. In the last three decades facilities were built in the Park to satisfy the growing needs of the institutions, in addition to the Sports Arena, and some open space has been claimed to satisfy growing parking requirements for enlarged institutions.

The net result of these changes is a kind of schizophrenia about the image of Exposition Park in the collective mind of Los Angeles. Exposition Park as the object of this master planning effort comprises the original area bounded by Exposition, Figueroa, Martin Luther King, and Vermont. But Exposition Park, *imagined as a Great Urban Park*, has virtually ceased to exist. Now there are many images, depending mostly upon one's particular interest in the Park: in its history, in its museums, in its sports facilities, or in it as pleasant open space for community use. The result, therefore, is erosion of any idea of Exposition Park as a whole: as a *shared* metropolitan resource and destination.



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The insatiable demand for parking generated by major sports events in the park is graphically portrayed in a recent photograph. Note that lawn areas between the museums and the Coliseum are being employed for event parking.

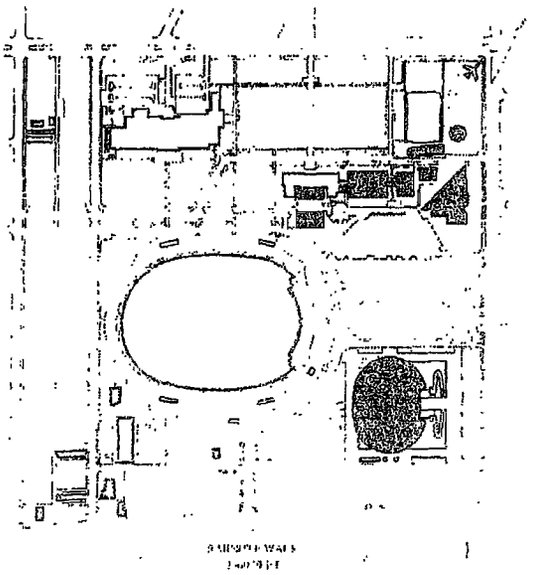


Diagram 4
The decades following World War II witnessed the consumption of open space within the Park, in satisfying the needs of the institutions for additional facilities and parking lots.

Taking Ownership



Open Space and Parking Lots

Enclosure and Fragmentation

Whose Park Is It

The Planning Process

Open Space and Parking Lots

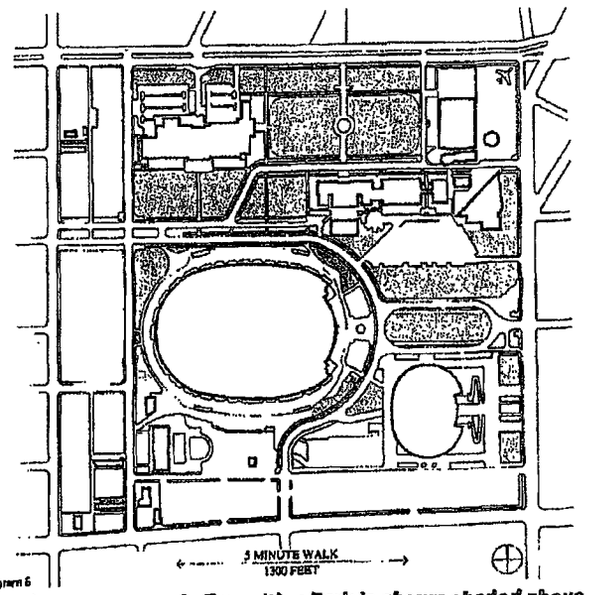


Diagram 6

Existing open space in Exposition Park is shown shaded above, while existing parking lots are shown shaded below. One notes that open space is concentrated in the north and east sectors of the park, near the historic core, while parking is concentrated in the south and west sectors, facing the community.

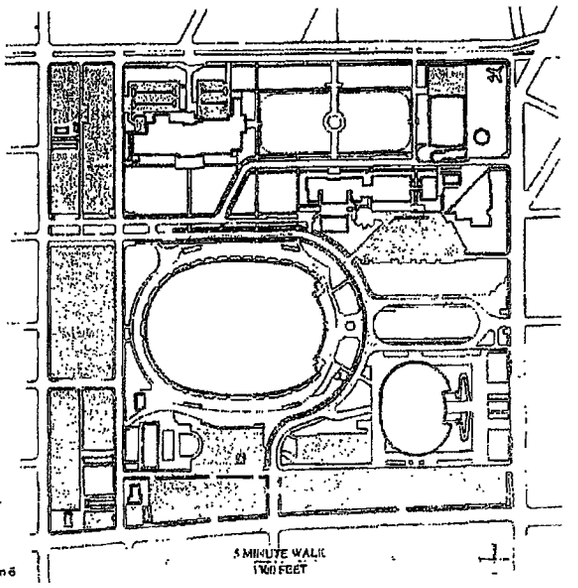


Diagram 6

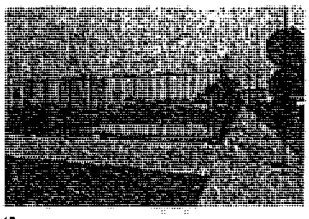
We noted two forces which worked to transform Exposition Park in recent decades. First came a shift in the idea of what a park is: from pleasure ground to recreation facility, with increasing emphasis upon spectator sports. Second, during the postwar years, came a growing reliance on the automobile, especially in Southern California.

We saw, even in prewar photographs of the Coliseum, how demand was growing for major event parking in the neighborhood of Exposition Park. The contemporary model for a major sports facility is clearly fulfilled by Dodger Stadium or Anaheim Stadium; the stadium is best set down into acres of convenient parking, rather than in a park. Moreover, in recent years income from the operation of the approximately 6,400 permanent parking spaces in the Park has become a primary source of funds for park operations. Hence, the parking lots would appear to be necessary to the survival of the park they are destroying.

But the issue does not die easily. As with the July 1985 plan for Exposition Park, sponsored by the Los Angeles Community Redevelopment Agency, the persistent *underlying theme* in all current discussions about the Park's future is the *conflict* between accommodating automobiles and people in the same limited space. The sports facilities desperately need to hang on to the parking spaces they have, and would like much more; the surrounding center city neighborhoods desperately need open space for recreation and would like to restore open space to the Park.

Enclosure and Fragmentation

The idea of a great urban park is openness and accessibility to all citizens of the city. Indeed, as we noted in the genesis of this idea, parks were fundamentally conceived as a kind of *aesthetic* mechanism of integration for sustaining cultural values which are threatened by city life. But if parks once were conceived as social mixers, this idea has fallen on hard times.



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The pattern of enclosing areas for special interests creates an overall climate of "otherness" in the Park, where left-over zones are experienced as alien and belonging to no one in particular.

The devalued state of the idea is reflected directly in the current state of Exposition Park. Valuing the land for its *usefulness*, for parking and for recreational and cultural facilities, is merely the first step. Because the process of developing special facilities for special interests has often alienated other interests, Exposition Park has become fragmented and balkanized, both as an *idea* and in its *physical state*. Parts of the Park have been in effect removed from the public realm by fencing them; parts of the public realm of the Park have become at least semi-privatized. Between fences remain meager pathways resembling mean streets: unattractive, unloved, uncared for, and (perhaps even) unsafe.

The fragmented Park is not loved by everyone, and perhaps not even by anyone. Enclosed areas belong to others and leftover spaces are seen as belonging to no one. Polarities in the Park replicate polarities of interests in the city at large, and the community interests of South Central Los Angeles in Exposition Park are most often divorced from metropolitan interests in important cultural and sports facilities occupying the Park.

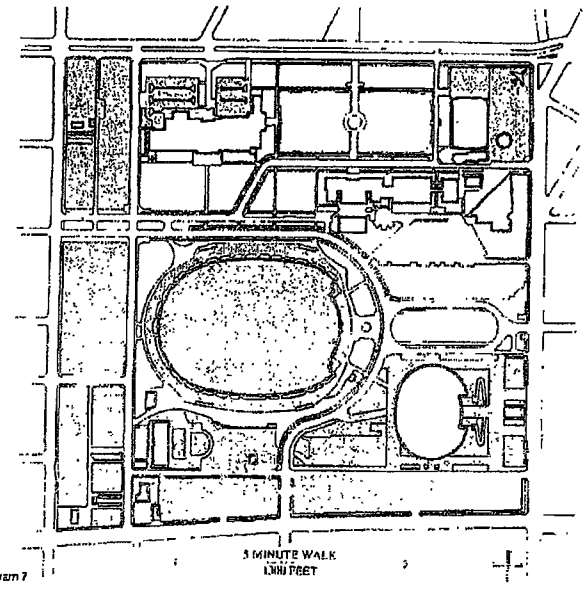

Diagram 7

A pattern of linear "public" pathways between "semi-private" enclosures (shown shaded) in the Park reflects the pattern of the City as a whole. However, closing off areas to public access does not square readily with the idea of openness and accessibility in a park.



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Physically, Exposition Park is the cumulative result of "improvements" conceived and provided by many different interest groups over a very long time. Therefore, it is no surprise to find visible "left-overs" as the evidence of past collisions between those interests throughout the Park.

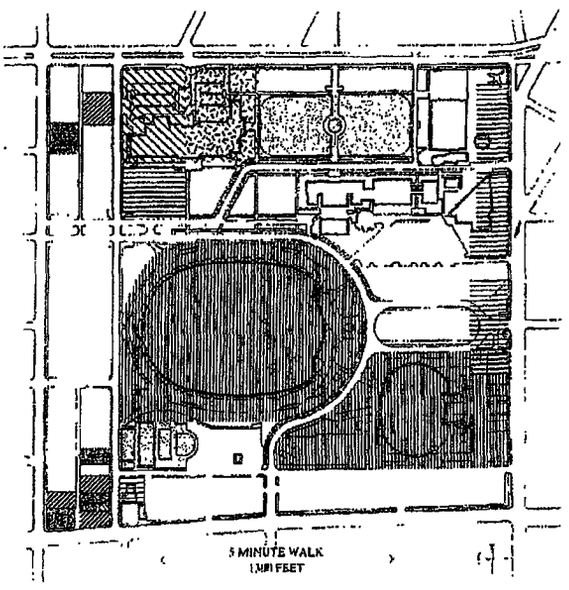


Diagram 8

The set of interests in land ownership in Exposition Park is but one side of the coin. The other, equally complicated, set of interests is those of the community and its elected officials. Only both sides viewed together can begin to complete the picture of the means of special interests which compete for space in the Park.

In discussing the future of Exposition Park, one is often left with a lonely sense of the Park as one of the *final frontiers* in urban Los Angeles. For all of the historical reasons noted above, it is as if the Park is "up for grabs". Any sense of the Park as a pastoral retreat from the chaos of the city is trampled underfoot when the competing interests in the city begin to invade the Park. We imagine that, in W.M. Bowen's mind, the birth of Exposition Park in 1913 ushered in a new "golden age" of civic cooperation. In reality the competition had just begun.

Review of land ownership in the Park reveals yet another mode of fragmentation. The area described originally in the Park is today almost completely under public ownership, but the overlapping complexity of other interests (such as leaseholds) threatens to override even the most well-intentioned planning process. Past discussions and past plans have foundered without continued collective support of *all* of the institutions with interests in the Park.

What is more, the complex of social and political interests in the Park is a microcosm of Los Angeles itself. Besides the institutions, there is the surrounding community of South Central Los Angeles, and according to one of its most articulate residents, even the community itself is an abstraction. Exposition Park is really about the families who come to use it, from nearby or from across Los Angeles, for its museums or its gardens or its sports facilities, or just for a picnic or a walk or to sit under a tree

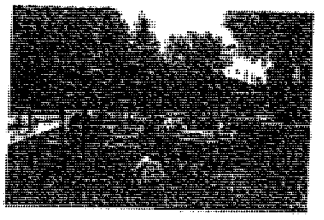
The Planning Process

Exposition Park has suffered greatly when it has been drawn into the partisan politics of competing special interest groups, no matter how well-meaning. Consequently, the function of the planning process must be to heal the Park: to restore wholeness in the form of a *shared vision* of Exposition Park as an invaluable resource to metropolitan Los Angeles. Of equal importance is the function of planning to initiate a *shared stewardship* of Exposition Park: to bring together all people who truly care for the Park and to unite them in constructing its future.

Nostalgia for a "golden age" will not accomplish this. Los Angeles is not Athens. The plan for Exposition Park cannot be about restoring a classical "city beautiful" image, in imitation of another era in the Park's history. But the plan can be about *restoring beauty* to the Park as a place. It can be about caring enough about the Park to insist that every improvement contribute to its overall beauty.

We must know and value the Park for what it is: for its layered history, for the intricacies of the interests in it, and most importantly for its physical fragility. We must agree on the importance of making the Park whole and set about doing it. The planning process must continue along two equally significant fronts. One is the design process of *proposition*, which has only barely begun. The other is the political process of *negotiation*, which has seen some remarkable progress in the course of this study, but which is always quite intricate.

Once Exposition Park is understood as a microcosm of multicultural Los Angeles, and once it is valued again because it is just such a miniature world or "place of coming together," it will be loved and cared for by all who come here to delight in it and in its institutions.



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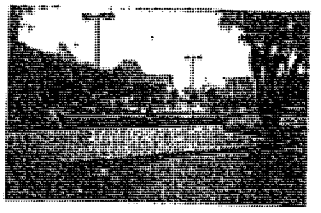

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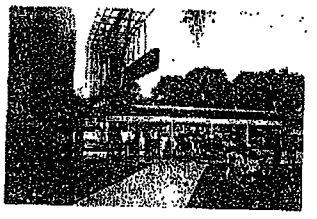

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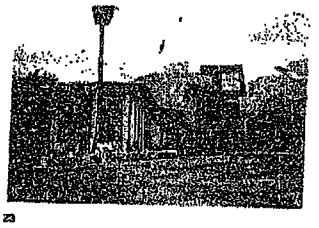

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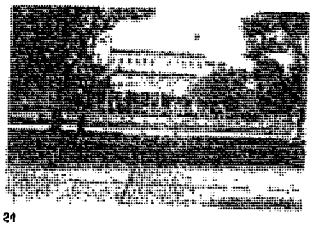

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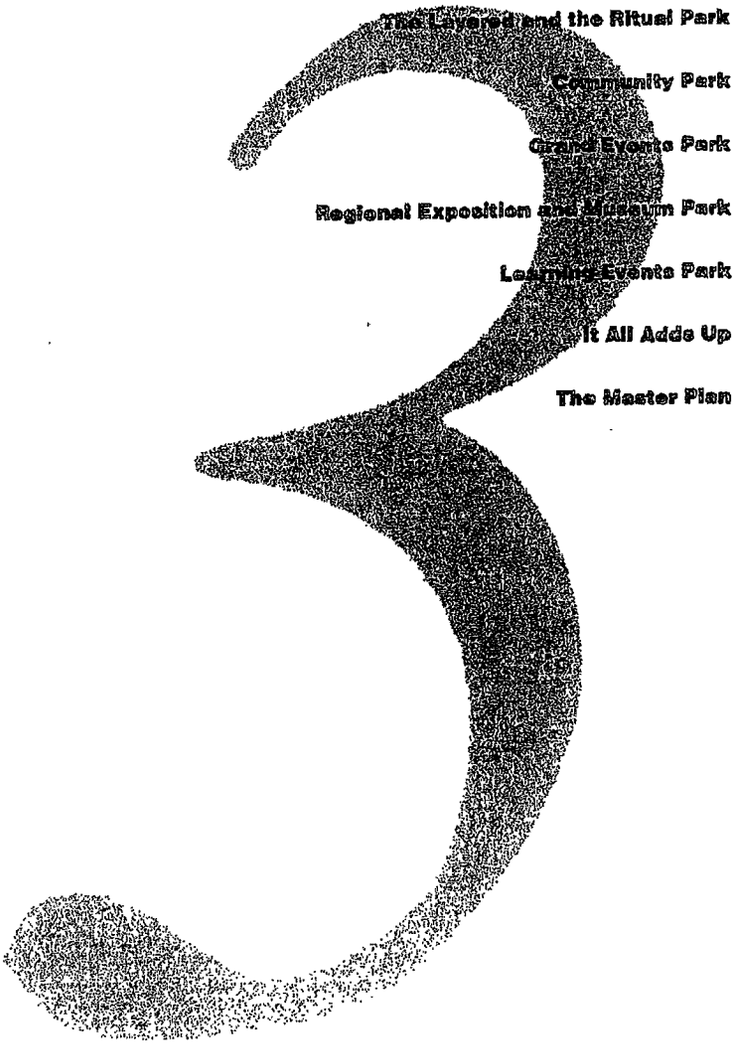
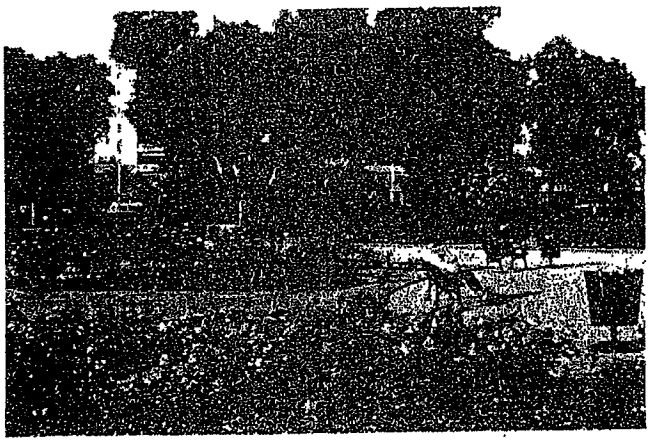
Four Parks in One



The Layered and the Ritual Park



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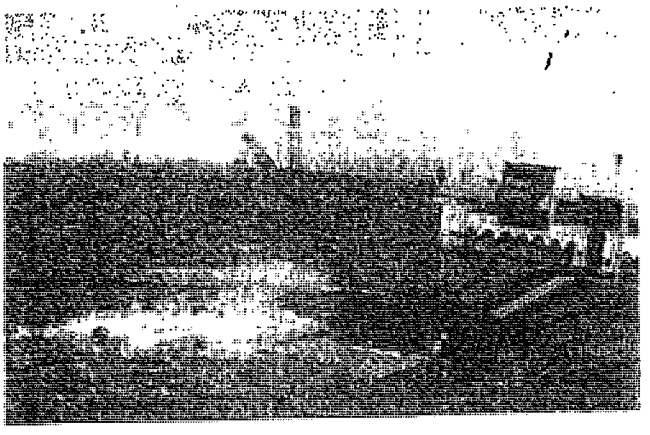
Overstepping the complexities of the Park's history and of the competing interests in it, we propose to view it as a series of settings where cultural rituals are enacted. At one end of the spectrum the Park is an intimate and quiet place. At the other end it is a great place to go and greet the Pope or Nelson Mandela.



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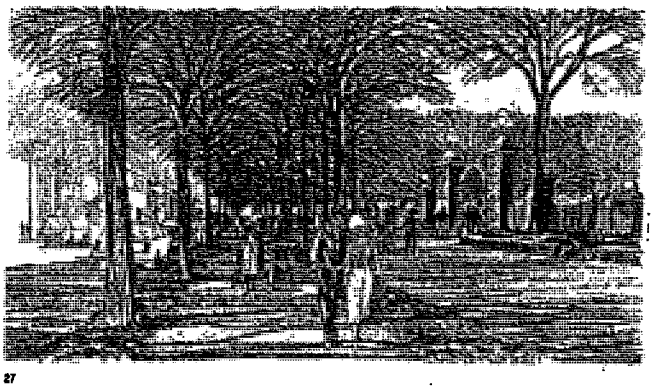
Proposing the renewal of Exposition Park begins with clearing away obstacles to a shared vision of what the Park should be. But this is not a problem of reduction. For example, we cannot simply reduce parking to increase open space without adversely affecting the neighborhood. Instead of attempting to reduce the problem, we find that it helps to understand the park as it was built up in layers. One type of layer is historical, laid down over time much as geological layers are. We saw this happen as the model of the Park evolved from pleasure ground to recreation facility. A second type of layering is social and political. Many interest groups have a stake in the Park's future, and competing interests may find it convenient to disregard the importance of the whole.

Once the Park is understood for all its complexity, however, another question is posed: how to find clarity in this complexity as the basis for successful change. Meaningful as the overlays of history and competing social interests are, here we find it useful to rethink the Park as a series of *settings*. Exposition Park is not prescribed by planting grass and trees. It is not only a physical place, but a place of cultural meanings. The place gains value as the setting where successive cultural rituals are enacted: walking, playing, eating, conversing, observing, learning. In clarifying the future of the Park we propose to concentrate on *four different parks in one*, seen as settings for different cultural rituals that need not be mutually exclusive.

Community Park

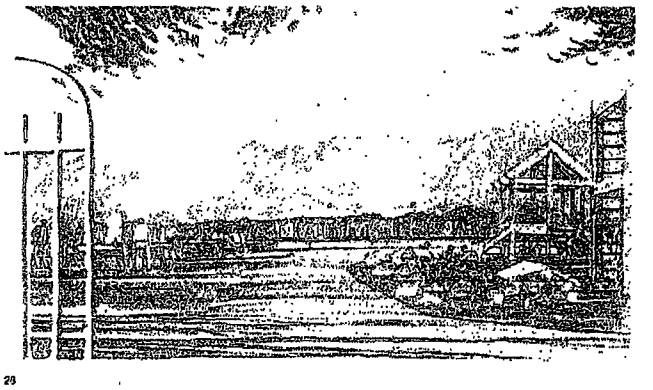
For people who live and work in the surrounding neighborhoods, a park is most meaningful for its open space and for its greenery. The character of the Community Park is established by green edges flanking the four streets around Exposition Park. This green necklace would take the form of tree-shaded promenades that invite the neighbors into the Park. One imagines elderly couples strolling arm-in-arm; mothers chatting while walking their tots; children skating or biking home from school; early morning and late evening joggers; even street vendors at nearby bus stops. Standing for the idea of *park* meant in the classical sense, these promenades would present a unified image of the Park to the city.

At the corners, where most people approach Exposition Park, and at reasonable intervals along the promenades, pedestrian gateways would open up to the renovated interior spaces of the Park. Corner gateways would lead directly into four neighborhood parks *in miniature*, each with its own distinctive landscape character. Provided with the amenities...benches, tables, barbecue grills, play equipment and tot lots...which one expects to find in every neighborhood park, residents would identify these corner parks as their own neighborhood "living rooms". One imagines children on swings, in sandboxes, playing hopscotch, or jumping rope; elderly men playing checkers or reading the paper; families out for an evening stroll or enjoying a picnic lunch.



27

Wide, tree-shaded pedestrian promenades would encircle Exposition Park on all sides, unifying the Park's image and welcoming neighborhood use. Well-marked and well-lighted pedestrian gateways would lead into the Park's interior.



28

Each of the four corners of Exposition Park would be dedicated as a neighborhood park-within-the-Park, featuring open spaces, furnishings, and equipment that invite residents and families to gather there.

Community Park



29
At locations throughout the Park large, open lawn areas surrounded by trees would be added or renovated. These spaces would be suited for a variety of activities, from field sports to large organized community events.

Large open lawn areas, just inside the pedestrian gateways, would be located east and west of the Coliseum. These would be linked together by a tree-shaded promenade encircling the Coliseum, and into a larger network of open spaces, including the lawn south of the Museum of Natural History and the Rose Garden. Taken together, these new and renovated open spaces would offer places for field sports and for organized community events. One imagines teams playing soccer or volleyball or softball; on the sidelines families gathering on weekends to socialize and picnic while viewing the games; children flying kites and riding bicycles; Saturday displays of crafts and art work; weekend weddings in the Rose Garden.

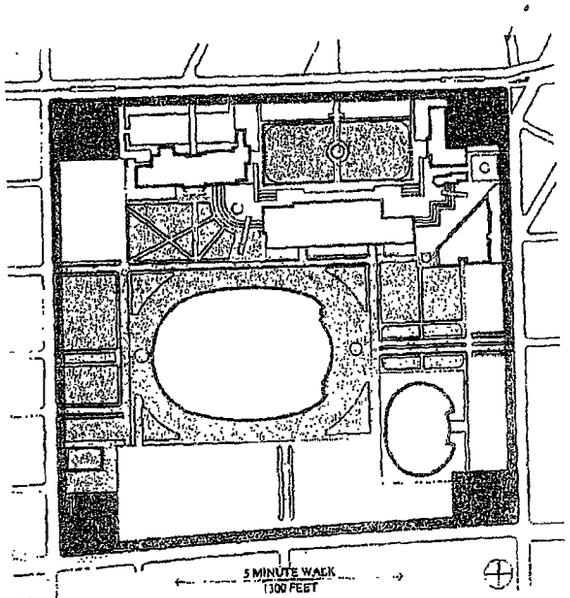


Diagram 9
This plan diagram depicts the Park as it would be experienced and used by the surrounding community. The pedestrian promenade and corner parks are shaded dark gray, while other open lawn areas, Rose Garden, Coliseum promenade, and Community Center site are shaded light gray.

The *centerpiece* of the Community Park would be an enlarged Community Center located in the southwest quadrant of Exposition Park. This location, preferred by the July 1985 Master Plan for the Park, was verified in recent community discussions and planning workshops held in conjunction with this Plan. The Center would be created in one of two ways. Either a new building with enclosed swimming pool would be built between Menlo and Vermont Avenues, or the existing Swimming Stadium and Community Building would be renovated and enlarged. One imagines programs for pre-school and "latch-key" children; organized sports and training for teenagers; meeting rooms for adult service and social organizations; daily activities for seniors.

Grand Events Park

From its inception Exposition Park has always been a metropolitan park. A part of the Park's allure is its history as the setting for many of the grand cultural events in Los Angeles, beginning with the 1913 Exposition which gave the Park its name, and many people throughout the city know the Park *only* through attending such events. For these users the character of the Grand Events Park centers on the Coliseum and the Sports Arena as regional destinations housing both spectator sporting events and one-of-a-kind events. The common denominator is hosting very large numbers of people at once, with crowds numbering in the tens of thousands not uncommon, and crowds approaching 100,000 on several occasions each year.

During such epic spectator events, the atmosphere of Exposition Park is transformed by the crowds. One remembers certain once-in-a-lifetime events such as the 1932 and 1984 Olympics, or the visits of world figureheads such as Nelson Mandela or the Pope; the excitement of college and professional football or soccer or basketball games; the color of the circus or ice-shows; the power of musical events such as rock concerts. One's memories of Exposition Park on such occasions, however, are often overtaken by images of the Coliseum surrounded by a hostile world of parking lots, all of which are *difficult* to reach.

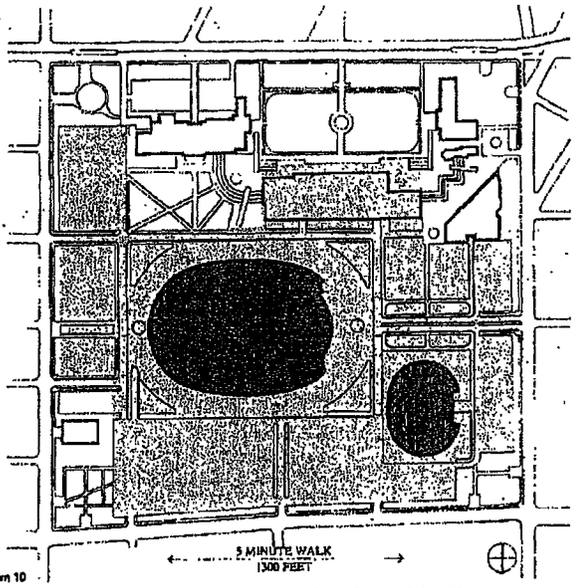
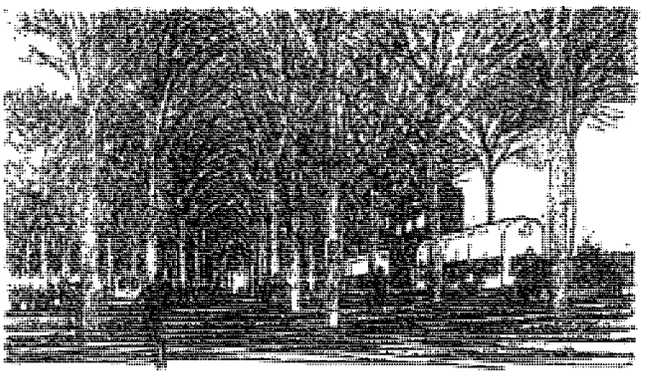


Diagram 10

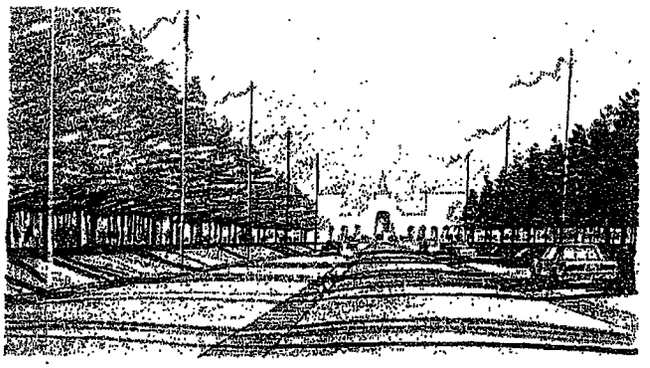
How Exposition Park is experienced and used by the crowds attending major events is shown in this plan diagram. The Coliseum, along with the Sports Arena (both shaded dark gray), is the focal point of the Grand Events Park. Car and bus parking facilities and pedestrian promenades are shaded light gray.



20

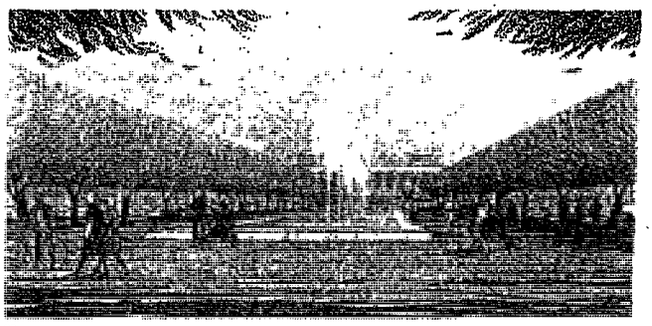
A tree-shaded pedestrian promenade would be built encircling the Coliseum. Paved pedestrian areas would extend both inside and outside newly designed fences to direct movement of crowds, with new facilities to serve both the Coliseum and the Park.

Grand Events Park



31

Christmas Tree Lane would be rebuilt to open up views and access to the Coliseum from Figueroa Street.



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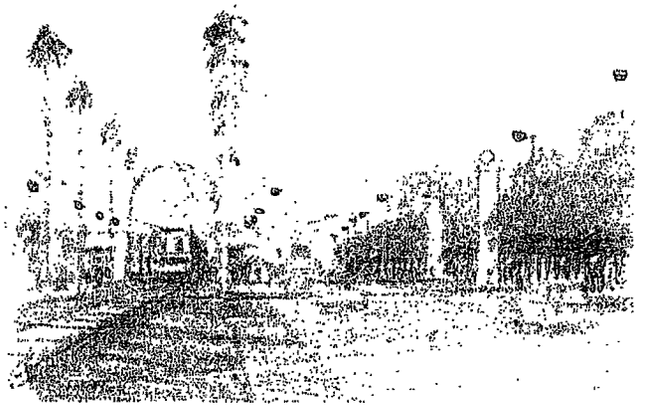
A similar view and access corridor would link Vermont Avenue with the Coliseum on the west.



33

Improved pedestrian linkages from the proposed light rail stations in Exposition Boulevard, as well as from the USC campus and parking facilities, would be vital improvements to the Park for hosting grand events.

The obvious key to rethinking Exposition Park as a setting for grand events is better management of crowds: making the Park more *hospitable* to crowds and at the same time alleviating undesirable side effects of these events in the surrounding neighborhoods, which view them, at best, as a mixed blessing. While these events enliven the Park, and can provide economic benefits to the community, they also can stretch both resources and patience to their limits.

Increasing the Park's *accessibility* to crowds and more clearly directing the flow of crowds into and through the Park would make it work better during major events. The Coliseum would be encircled by a broad promenade both inside and outside newly designed fences. The view and access corridor from Figueroa to the Coliseum would be rebuilt and a similar corridor would be created from the Vermont side. Along Exposition Boulevard pedestrian access would be improved from the University of Southern California campus and parking facilities; from Trousdale Parkway around the Rose Garden and in connection with new light rail station platforms in Exposition Boulevard. Obviously other Park events and facilities would continue to feel the effects of major events, but one imagines better accommodation with crowds strolling along new promenades; the scene enlivened by street vendors; friends arriving early for tailgate parties and picnics on spacious lawns; families pausing after the game to visit the museums and new cafes.

Regional Exposition and Museum Park

The metropolitan spotlight is not only focused on grand events in Exposition Park's history; it also shines on the museums located there. Like New York's Central Park, Chicago's Jackson Park, and San Francisco's Golden Gate Park, the institutions of the museums are *inseparable* from the Park. One, the Los Angeles County Museum of Natural History, is the direct descendant of the County Museum of History, Science and Art opened in 1913. A second, the California Museum of Science and Industry, is the child of the Sixth District Agricultural Association and its exhibit programs. The third is the California Afro-American Museum founded in 1981, with its own facilities in Exposition Park since 1984.

Along with the Coliseum and the view up Christmas Tree Lane to its arched Peristyle, the Rose Garden is the most revered and best preserved section of the Park, and it is the Rose Garden which establishes the character of the museum district around it. The gardens would be carefully retained in their historical state, and damaged and deteriorated elements (such as the brick balustrade) would be restored as necessary. One imagines this historic heart of the Park as it always was: a place for quiet contemplation; for enjoying the color and fragrance of the flowers; for quiet strolls with friends and family; for special parties or celebrations, especially weddings; and most of all as one of the places to love in Los Angeles.

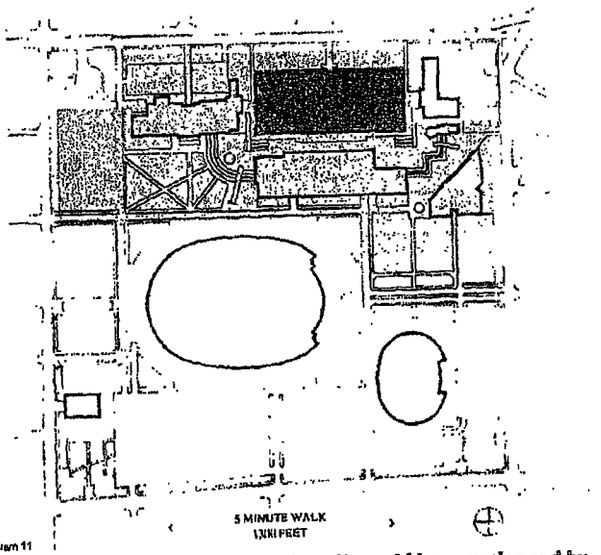
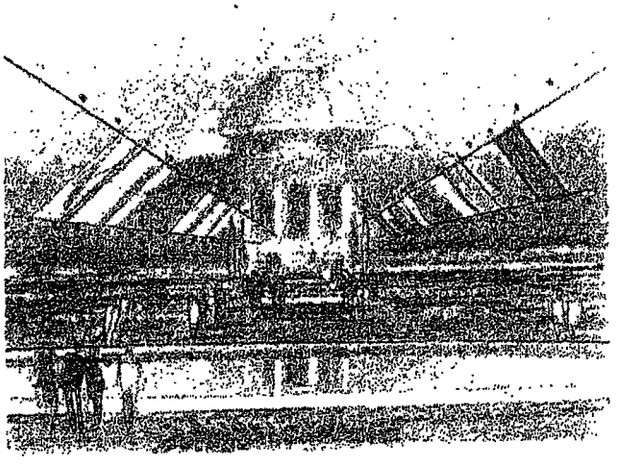


Diagram 11

This plan diagram depicts the Park as it would be experienced by persons coming to the museums and related educational and cultural events. The Rose Garden (shaded dark gray) would remain the focal point of the Museum Park which would include associated outdoor areas and parking lots (shaded light gray).



34

The institutions grouped in the Regional Exposition and Museum Park are the descendents of the earliest educational and cultural center established in metropolitan Los Angeles. The treasure in that grouping is the historic Rose Garden which would be preserved as the setting for the social and cultural events for which it is popular throughout the city.

Regional Exposition and Museum Park



35

In front of the new California Museum of Science and Industry located south of the Rose Garden, a broad terrace featuring outdoor exhibits and sidewalk cafes would offer heightened views of the gardens and the city beyond.



38



37

A series of broad steps would lead down from the west entrance of the new CMSI linking with the spacious lawn in front of the Natural History Museum. These sunlit steps would become a setting for amusements and gatherings similar to those at the Metropolitan Museum of Art in New York's Central Park or those at the end of the Promenade in San Diego's Balboa Park.

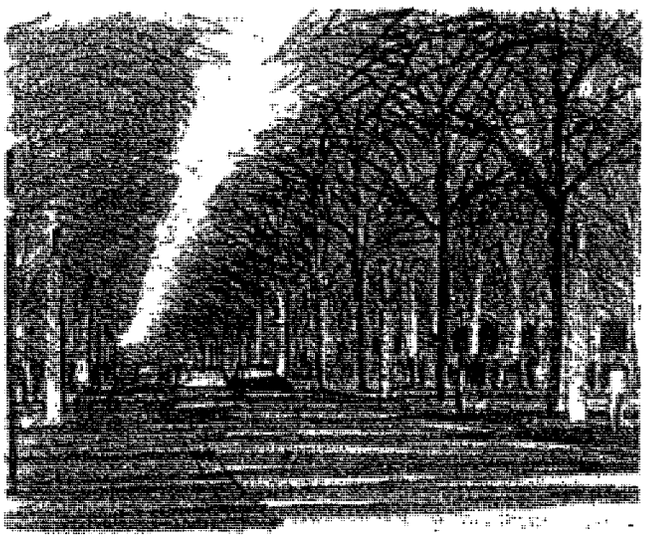
The area located between the Rose Garden and North Coliseum Drive would become the site for the new consolidated facilities of the California Museum of Science and Industry (CMSI). The museum buildings grouped about an interior Science Court, would be raised gently above the Rose Garden, to the floor level of the existing Aerospace Building. A broad terrace would offer views over the Rose Garden toward the city. This terrace with adjoining entrance plazas east and west of CMSI would offer places for the collections and exhibit programs of the museums to spill out into the Park. One also imagines visitors taking a break from the museums in sidewalk cafes; special outdoor science and educational exhibits for children; museum gala events spilling from the terraces down into the gardens.

Two main entrances to CMSI would face the Museum of Natural History on the west and the expanded Afro-American Museum on the east. The east plaza would be a series of stepped gardens linking the Aerospace Building to the new CMSI buildings, while the west plaza would descend in a broad series of steps down to the lawn south of the Natural History Museum. One imagines places filled with excited people: families out for a day at the museums; jugglers or acrobats or musicians entertaining the crowds; groups of school children or seniors from the neighborhood and from outer corners of the metropolis; the sounds of different languages, whether from Los Angeles or from distant countries.

Learning Events Park

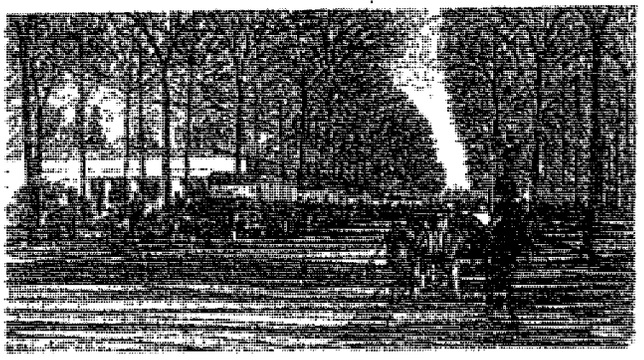
In writing the history of parks in America, Galen Cranz speculated about a new emerging model for the urban park which he described as the "cultural park." His view that nature, culture, and politics are united in this model comes close to describing the fourth park in Exposition Park. This Learning Events Park is the setting wherein the community of neighborhoods surrounding Exposition Park is joined to other communities throughout the metropolitan region. This is the park in which families share and delight in a common heritage and common set of educational resources, but this is also the park in which families experience diverse differences of heritage and cultures.

The character of the Learning Events Park, and its accessibility to everyone in the city, is established by the wide *entrance avenue* traversing the heart of Exposition Park. During the planning workshops we proposed to call this tree-shaded avenue, the Olympic Promenade. It would accommodate both pedestrians and slow-speed automobile and bus traffic, and it would be the avenue of arrival for many of the daily visitors to the Park from throughout the city and the state. It would be the only route through the Park open to serve non-pedestrian traffic on a daily basis. Therefore, it would lead visitors to both the museums and gardens in the northern half of the Park and sports and recreation facilities in the southern half.



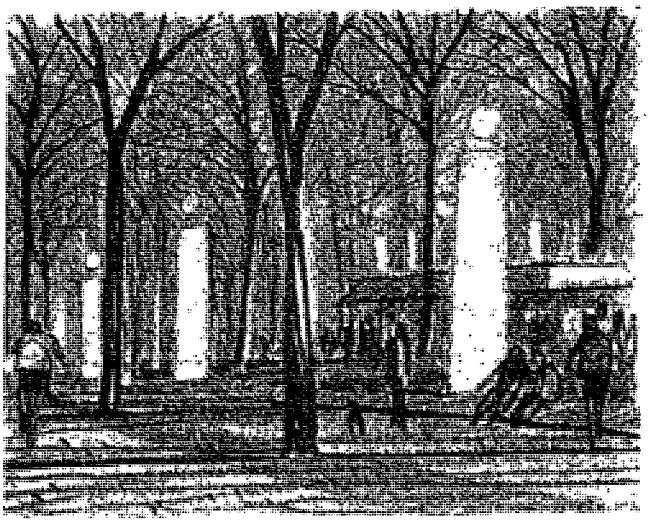
38

A wide, tree-shaded avenue, called the Olympic Promenade, would lead visitors into the heart of the Park. Pedestrians, families arriving by automobile, and the daily parade of school buses would use this avenue to reach all of the Park's institutions and facilities. Colorful banners and special lighting effects would announce the current attractions.



39

Learning Events Park



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Visitor facilities and refreshment stands would be visible and accessible from the Olympic Promenade, which would become a favorite place to people-watch in Los Angeles.

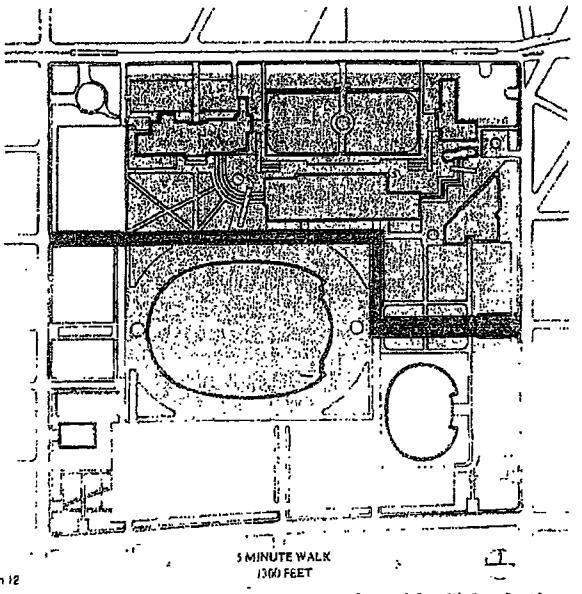


Diagram 12

This plan diagram shows the concentration of facilities in the Learning Events Park (shaded light gray). The Olympic Promenade (shaded dark gray) traverses the Park between Vermont Avenue and Figueroa Street.

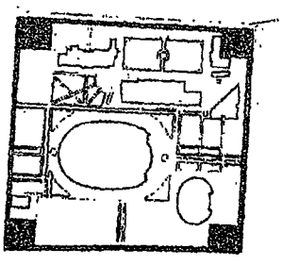
Education is a twofold experience in Exposition Park, and the Master Plan would strengthen both kinds of learning experience, the *daily* and the *special* events. To the existing cluster of museums in the Park would be added a new Science Museum School and Science Education Resource Center, located in the northeast quadrant of the Park. This would combine a neighborhood elementary school emphasizing science education, and a center for professional development for teachers and for science curriculum development, with the strengths of the existing institutions. One imagines the classical union of *healthy body* and *healthy mind*. The grand tradition of Coliseum events would be experienced in the same day as lessons about the natural history of the world, about miracles of science, about other peoples and cultures, or about the possibilities of the future. One imagines the excited chatter of groups of school children; teen-agers inspired to become tomorrow's scientists; dads telling families about the big game; out-of-towners simply awed by the diversity of learning experiences concentrated in this one place.

To the daily rhythm of learning events in Exposition Park are added special events such as Earth Day, Black Family Reunion, the L.A. Marathon, or Cinco de Mayo. Annually, the enlarged and renovated open spaces in the Park would host many more special celebrations. One imagines families gathering from across the city on these occasions, when the Learning Events Park becomes a *festival* setting that unites the multi-cultural metropolis while parading its diversity and richness.

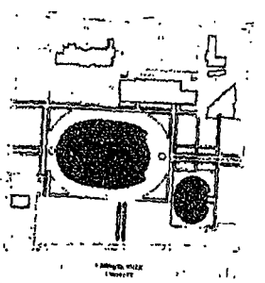
It All Adds Up

In the end what makes Exposition Park a special place in Los Angeles is its diversity and its intimate connections with the history of the city. Perhaps no other place is touched by so many different facets of life in Los Angeles. We have described *four parks in one*, and defined the character of each of the four parks in terms of a "set piece." Edge, Coliseum, Rose Garden, Olympic Promenade: if we envision them together, they add up to make a powerful armature on which to erect all future improvements to Exposition Park.

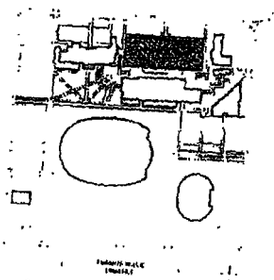
A good urban place is not simply a social container. The architecture of the public realm requires the qualities of civicness and monumentality (in the sense of monuments as enduring places in a city). A good urban place has enduring value to the city; it reminds citizens of their mutual responsibilities and of their citizenship; and it is the setting for the collective rituals of society. The future of Exposition Park is about the renewal and reinvention of special settings for the open conduct of civic life. The future is to make the Park...and therefore the city...*less alien*. And a less alien public place requires *flexibility*, to accommodate many users and accept change; as well as *legibility*, to create common settings open to many interpretations and functions; and *durability* to last beyond current fashion and restore continuity to the ever-changing city.



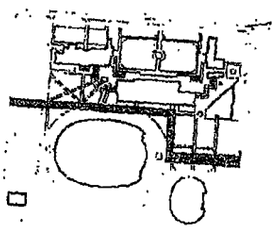
41
Edge
Community Park



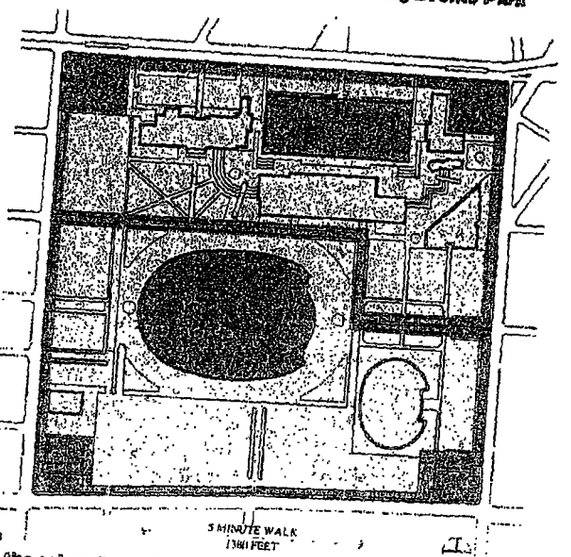
42
Coliseum
Grand Events Park



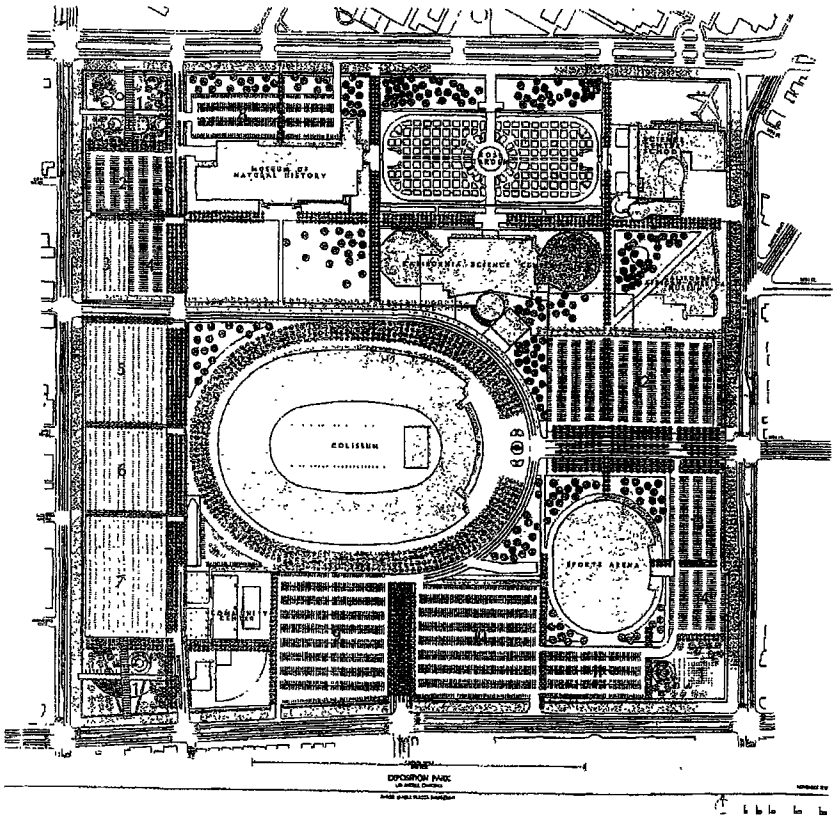
43
Rose Garden
Exposition and Museums Park



44
Olympic Promenade
Learning Events Park



When the urban "set-pieces" for each of the four parks are overlaid together on Exposition Park, a powerful armature upon which to build the future of the Park is produced. This framework for change binds the four into one.

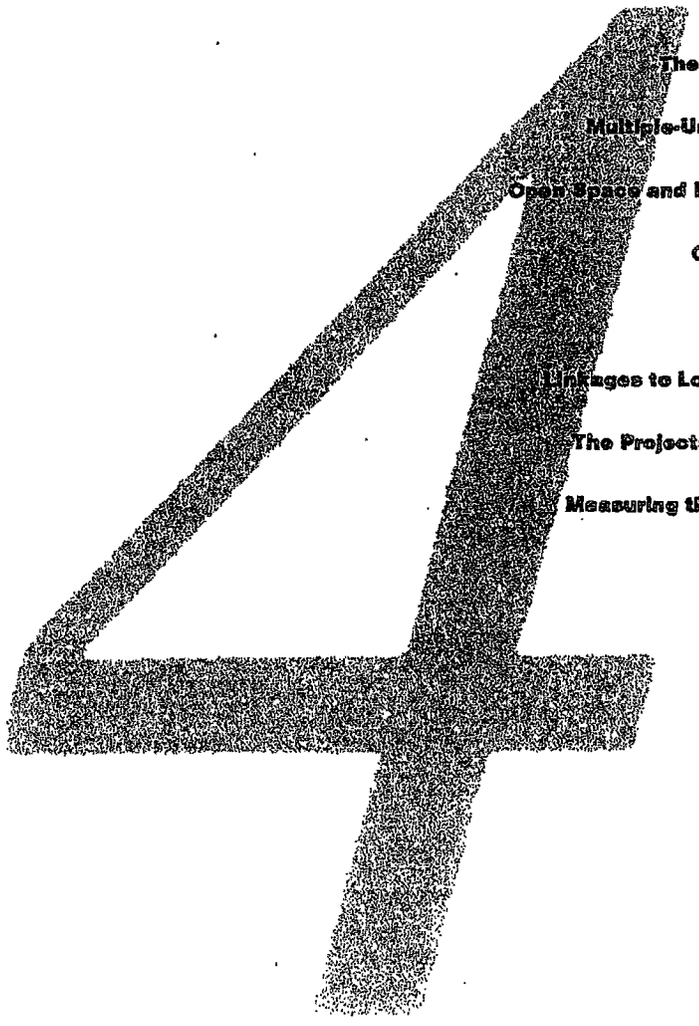


LEGEND

1 Corner Park
2 Parking
3 Playfield/Parking
4 Parking
5 Playfield/Parking
6 Playfield/Parking
7 Playfield/Parking
8 Parking
9 Parking
10 Parking
11 Parking
12 Parking Structure - Below Grade
13 Parking
14 Parking

Four Parks in One 21

Modest Interventions



The First Step

Multiple-Use Parking

Open Space and Landscape

Circulation

Facilities

Linkages to Los Angeles

The Projects Strategy

Measuring the Results

The First Step

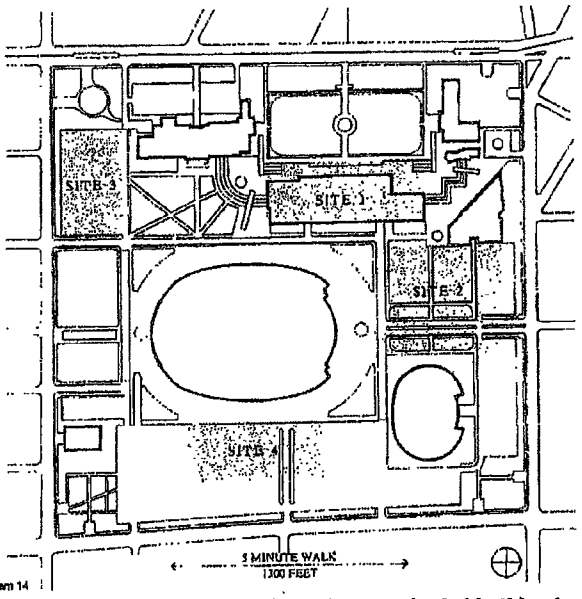


Diagram 14

Sites considered for structured parking are shaded in this plan diagram. Site One is located below proposed new facilities for CMSI while Site Two is below Christmas Tree Lane and adjoining lawns. Above-grade parking structures were proposed for Sites Three and Four during the planning process.

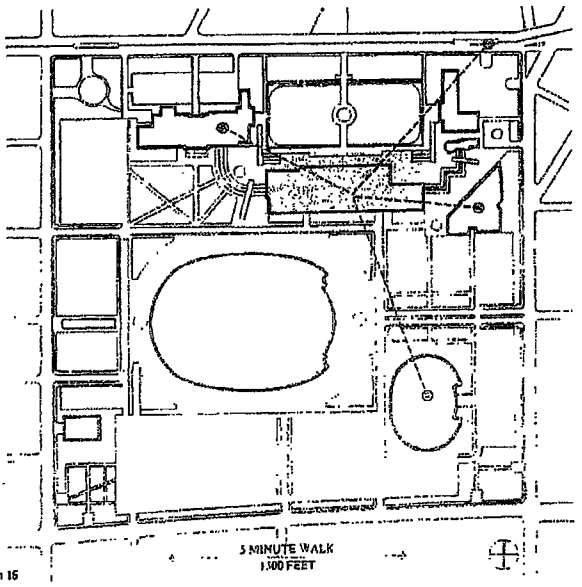


Diagram 15

Because of its central location, Site One below the new CMSI is favored for structured parking. This location is highly visible and convenient to the museum, the proposed light rail station in Exposition Boulevard, and the Sports Arena. Site Two is slightly less convenient to the museum and light rail, while Site Three is invisible to the Sports Arena and Site Four is visible only to it.

If the planning process for Exposition Park is to propose improvements and to negotiate agreements to implement those proposals, the first step has seemed obvious for many years now. For at least a decade, what to do about *parking* has dogged all discussions regarding the Park's future. Not only were extensive underground parking structures proposed in the 1984 Master Plan, but plans for parking structures have been seriously considered on two occasions since. To move Exposition Park from its present state toward the future outlined in the current Master Plan, the parking question must be dealt with.

While the 1984 Master Plan proposed a massive increase in parking capacity within Exposition Park to service major events, the current planning process evolved a more modest approach: freeze parking capacity at today's levels (approximately 8,000 spaces) and build enough structured parking to *increase open space* and beautify the park. In order to maximize its viability, structured parking should be most visible to three different venues in the Park: 1) the museums, 2) the Sports Arena, and 3) the light rail extension as intercept parking for downtown Los Angeles. By this criterion four alternative sites for parking structures were discussed and ranked as follows: 1) below the new CMSI facilities, 2) below Christmas Tree Lane and adjacent lawns east of the Coliseum, 3) above grade west of the Natural History Museum, and 4) above grade south of the Coliseum. With the favored sited located below the new CMSI facilities, all participants agreed that above-grade structures would be detrimental to the environment of the Park.

Multiple-Use Parking

Currently there are about 6,400 paved parking spaces in Exposition Park and about 1,600 overflow spaces are available on lawns and the Sports Arena Gardens, bring the total to approximately 8,000 spaces. Demand remains quite variable. Weekdays some 2,000 spaces are occupied, while the Sports Arena can require up to 5,000 spaces for a capacity crowd. The 6,400 paved spaces in the Park will support events with attendance up to twenty-five thousand people, but capacity crowds in the Coliseum can require more than 25,000 spaces —over three times the maximum number of spaces in the Park. Therefore, parking for major events on some thirty annual occasions would not be accommodated within the Park, and would require an expanded management plan using 1) available parking facilities at USC (about 6,500 spaces) and 2) improved mass transportation, especially the proposed linkage to downtown parking facilities by light rail.

Locating the proposed parking garage below the new CMSI facility would distribute parking more evenly throughout the Park and encourage multiple-use while reducing the number of unoccupied surface spaces on weekdays. But there are other multiple-use opportunities, too. The large lawns east and west of the Coliseum, intended for recreational purposes on most days, could be used for major event overflow parking. On the other hand, those portions of surface parking lots not needed on weekdays would be designed to accommodate hard surface recreational activities.

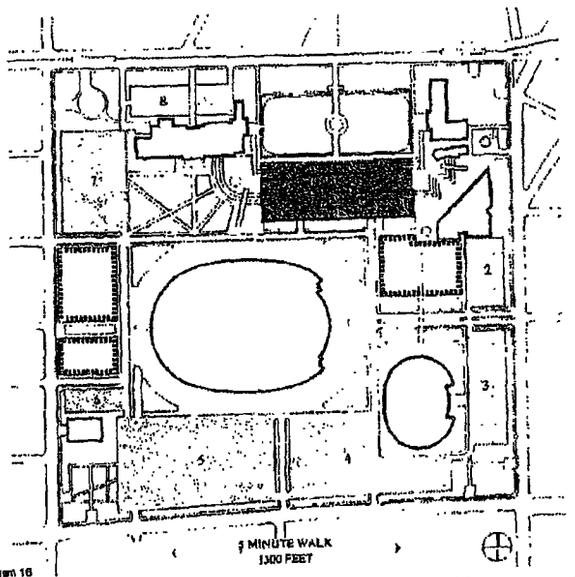
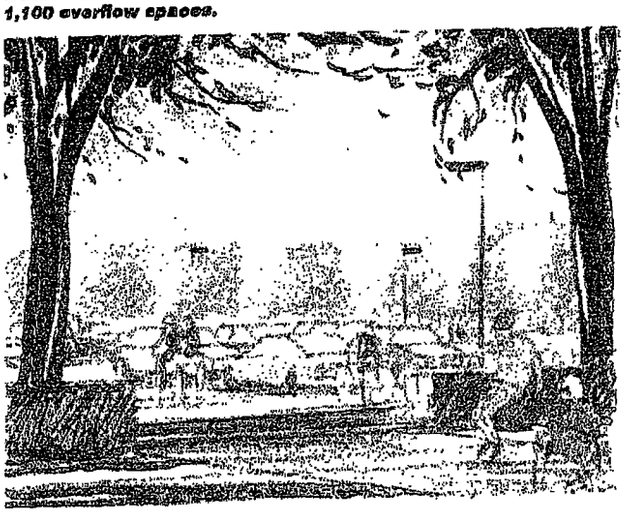


Diagram 16

The rearrangement of the approximately 8,000 parking spaces in the Park is shown in this plan diagram (compare with Diagram 6 on page 7). The Parking structure below CMSI (shaded dark gray) would contain 2,100 spaces. Surface lots (shaded light gray) would contain a total of 4,800 spaces distributed as follows: Lot 1 at 20 spaces, Lot 2 at 270 spaces, Lot 3 at 460 spaces, Lot 4 at 1,120 spaces, Lot 5 at 1,830 spaces, Lot 6 at 120 spaces, Lot 7 at 720 spaces, and Lot 8 at 260 spaces. Lawns east and west of the Coliseum (indicated by dashed lines) would contain 1,100 overflow spaces.



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Surface parking lots in the Park would be redesigned and landscaped to reduce open expanses of asphalt paving and to separate automobiles from recreational activities.

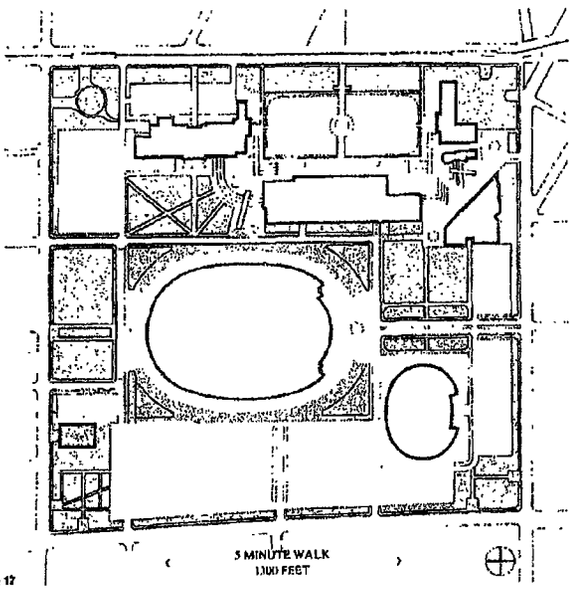

Diagram 17

Much of the added open space in the Park (shaded light gray) would be located at the Park's perimeter and in the southwest quadrant facing the neighborhoods. (Compare with existing open space shown in Diagram 5 on Page 6.)

Reducing surface parking and consolidating land use and circulation patterns in Exposition Park would create more than *twenty additional acres* of open space for recreation, more than double what exists now. Much of this added open space would be located along Vermont Avenue and Martin Luther King Boulevard, directly accessible to neighborhoods surrounding the Park. In addition to the Rose Garden, obviously not intended for active recreational purposes, three other types of open space would be included: 1) paved linear promenades, 2) lawn areas, each several acres in size and suitable for all types of field sports, and 3) furnished open spaces suitable for family activities, with play facilities for children of all ages.

Each type of open space would be complemented by a distinctive landscape. The Park's primary landscape would be the lawns, outdoor rooms walled by large-scaled plantings of evergreen and deciduous trees. Formal plantings of multiple rows of tall trees would define the Olympic and Coliseum Promenades, while the promenade around the Park would be somewhat reduced in scale. Its rows of trees would form a strong edge and identify the Park as one of the major open spaces in Los Angeles. By contrast, the corner parks would be partly sunny and partly shaded by looser, more natural groves of trees. Existing trees would be inventoried to determine which should be retained, and the Rose Garden would continue to be framed by large specimen trees. Other than existing plantings around the Rose Garden, understory plantings would be kept low in order to maintain visibility throughout the Park.



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The promenade along Fifth Avenue at the edge of New York's Central Park is similar to that proposed for Exposition Park. Rows of mature trees would form a strong, unified edge and identify the Park as one of the major open spaces in Los Angeles.

Circulation

In order to welcome and to orient visitors walking to Exposition Park, the internal pedestrian circulation system would be a direct extension of that in the surrounding city. Pedestrian entrances would be marked by prominent, well-lit gateways at the corners of the Park and at all signalized intersections around the perimeter. These gateways would also inform visitors of the day's events and direct them to the Park's attractions. Internal circulation would be *clearly organized*. The Park's main pedestrian streets would be the tree-lined promenades, designed for casual use on weekdays and for large crowds during major events. The promenades would be complemented by smaller-scaled pedestrian pathways connecting to all points within the Park.

All forms of mass transit serving Exposition Park would be closely tied to the pedestrian circulation system. RTD bus stops on surrounding streets would be directly visible from pedestrian gateways into the Park. The extension of the Blue Line rail to Exposition Boulevard would include two station platforms designed as *front doors* from the city and the region to the Park and to USC. They would also be designed to handle closely spaced trains and large crowds on event days. RTD Dash buses, other shuttle vehicles, and all other mass transit vehicles would stop along the Olympic Promenade. The 39th Street entrance and exit from the Harbor Freeway HOV lanes would connect directly to Christmas Tree Lane and the Olympic Promenade, as well as adjacent parking facilities.

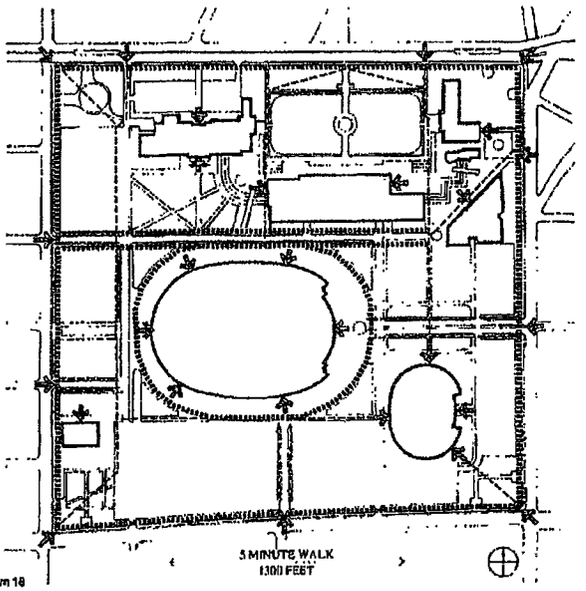

Diagram 18

The system of pedestrian pathways in the park would be closely linked to the surrounding neighborhoods, with pedestrian gateways (indicated by arrows) at all signalized intersections. Arrows also mark the public entrances to major facilities in the Park.

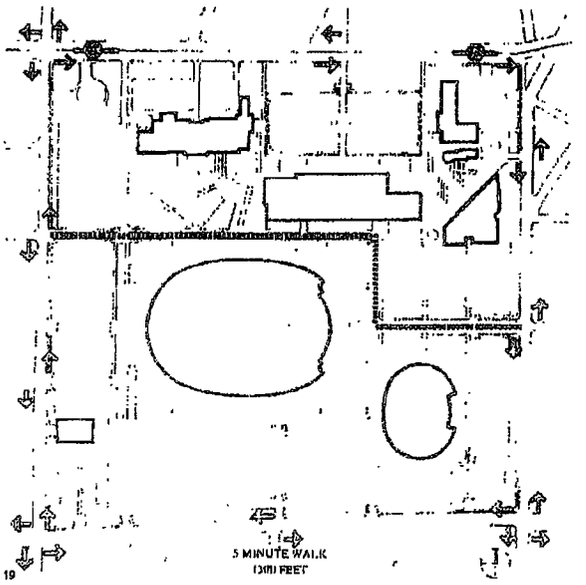

Diagram 19

RTD bus stops (indicated by arrows in direction of travel) on streets surrounding the Park would be clearly oriented to pedestrian gateways, while shuttle buses and other mass transit vehicles would stop along the Olympic Promenade (indicated by dashed line). Blue Line station platforms (shaded dark gray) would connect the regional rail system directly with the Park.

Circulation

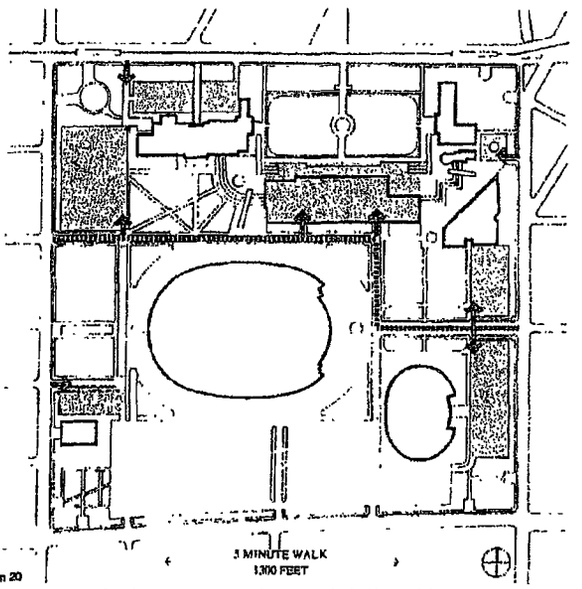

Diagram 20

This diagram depicts the restriction of daily vehicular access to the Park. Public parking (shaded light gray) would be accessible only from the Olympic Promenade (dashed line), while separate access would be provided to the Community Center, to Natural History Museum staff parking, and to the Science Museum School.

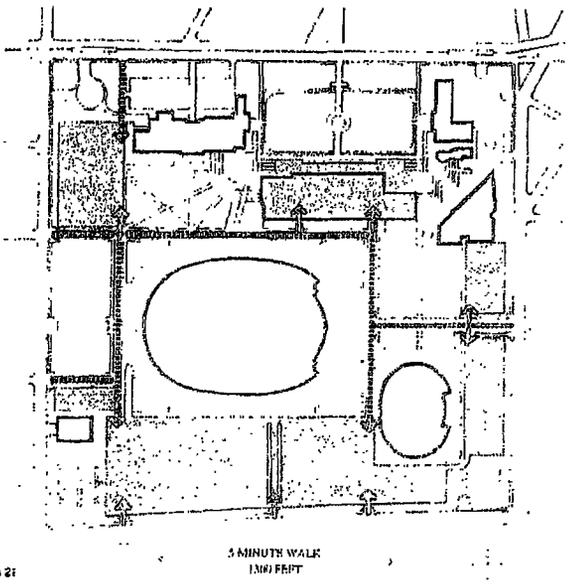

Diagram 21

Major event parking (shaded light gray) south of the Coliseum would be entered from Martin Luther King with secondary linkages to Figueroa and Vermont, while parking north of the Coliseum would be entered from Figueroa (or 39th Street from the Harbor Freeway) and Vermont with a secondary linkage to Exposition Boulevard.

On a daily basis vehicular access to Exposition Park would be limited. As mentioned in the description of the Learning Events Park, Christmas Tree Lane and the Olympic promenade would be the arrival point for most daily visitors to the Park. Not only would this avenue serve as the staging area for buses, but it would orient private automobiles to parking facilities convenient to all of the Park's public attractions, and it would be designed to restrict the speed of vehicles and encourage pedestrian safety. Direct automobile access to the Community Center, to Natural History Museum staff parking, and to the Science Museum School would be provided from streets at the Park's perimeter. Service and emergency vehicles would be permitted to bypass restricted access points as necessary.

During major events vehicular access to the Park would be opened up to manage traffic flows. At Christmas Tree Lane and from Vermont west of the Coliseum buses would drop off patrons at the Coliseum and Sports Arena. Parking lots south of the Coliseum would be accessible from Martin Luther King Boulevard as well as internally from the Olympic Promenade, while parking facilities north of the Coliseum would be reached from Exposition Boulevard and the Olympic Promenade. Traffic in and out of major events would be more evenly distributed than at present, with about half of the parking located north of the Coliseum center line and half south. During events automobile flow into the Park would be channeled to minimize conflicts with pedestrian flow.

Facilities

Although a detailed program has not been prepared as yet, the Community Center building would encompass approximately 54,000 square feet. An indoor competition swimming pool, gymnasiums and exercise facilities, and community club and meeting rooms would be provided. Offices would be included to establish a community presence in the Park. Either of two alternative approaches would be compatible with the Master Plan: renovating and enlarging the Swimming Stadium and Community Building to provide complete, modern facilities or replacing the existing buildings with a new facility.

Exposition Park requires additional public facilities to complement recreational areas. Restrooms and refreshment stands would be conveniently located throughout the Park: adjacent to the Community Center, at the west end of the new CMSI facility adjoining the grand stair and lawn, and at the east end of CMSI convenient to adjacent sports fields. Locating refreshment stands next to restrooms would make the latter easier to supervise. A Park safety office would be centrally located at CMSI adjacent to the Olympic Promenade.

Footprints of the Coliseum and the Sports Arena would remain approximately the same as they are now, although the planned renovation of the Coliseum would decrease seating capacity while modernizing the Sports Arena would be expected to increase the number of seats.

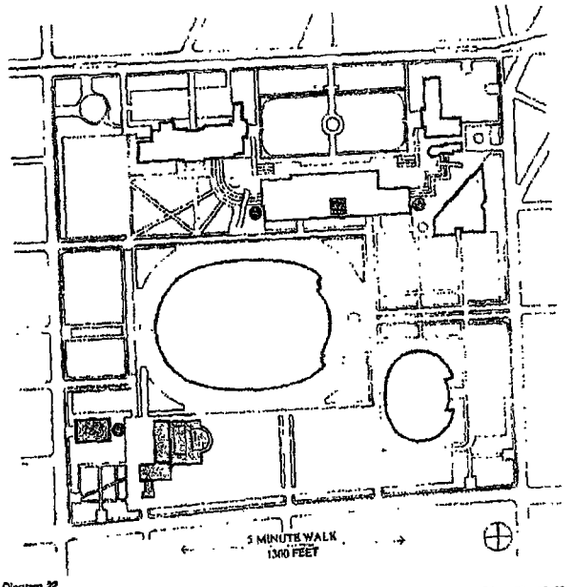

Diagram 22

Either the existing Swimming Stadium and Community Building would be renovated and expanded or a new Community Center would be constructed in the southwest quadrant of the Park (both shown shaded light gray). The black circles indicate alternative locations for public restrooms and refreshment stands, and the black square indicates the location for a Park safety office.



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Colorful refreshment stands would be provided throughout the Park, with a variety of foods and price ranges. These would be supplemented by licensed street vendors on weekends and occasions attended by large crowds, as in San Diego's Balboa Park.

Facilities

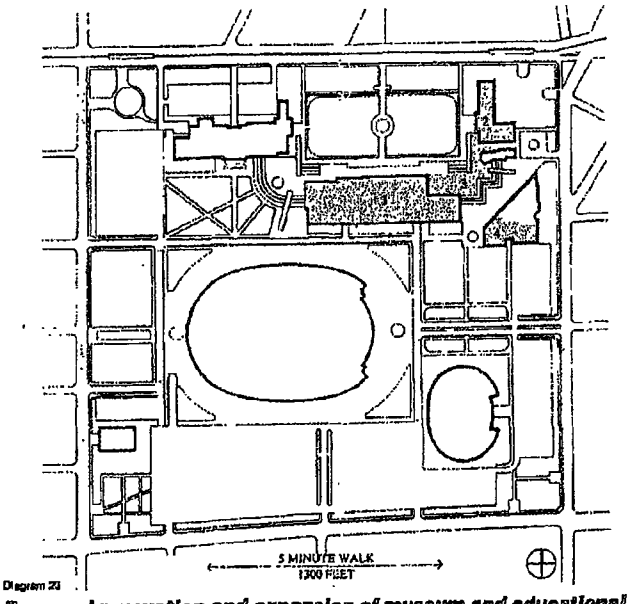


Diagram 23

Proposed renovation and expansion of museum and educational facilities in Exposition Park are shaded light gray in this plan diagram. The expanded California Museum of Science and Industry (1) would be linked to the Science Museum School (2) by a Science Education Resource Center (3). The California Afro-American Museum would be expanded to the south of the present building (4).

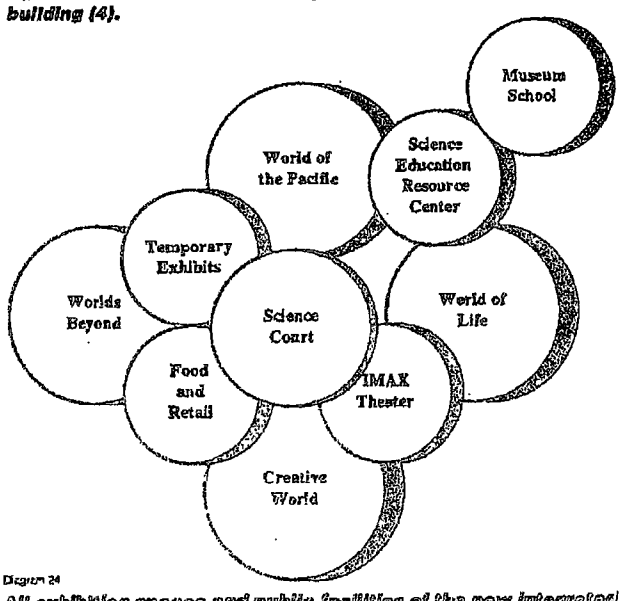


Diagram 24

All exhibition spaces and public facilities of the new integrated CMSI would be entered from the indoor Science Court, while the new Science Museum School would be linked to CMSI through the new Science Education Resource Center.

A preliminary space program for the California Museum of Science and Industry envisions about 600,000 square feet of facilities, to be built in at least two phases, with phase one about half of the total. The Museum's exhibition programs would be completely reorganized into four theme areas: World of the Pacific, Worlds Beyond, World of Life, and Creative World. The present campus with separate buildings would be replaced by a totally integrated facility with all theme areas entered from a large indoor public space called Science Court. Space for temporary exhibits, retail and food facilities, and a new IMAX theater would be entered directly from Science Court.

New educational facilities for CMSI would be part of a new Science Education Resource Center, which would house a multimedia library, classrooms laboratories, and offices in approximately 54,000 square feet of space. The regional Resource Center would promote excellence in science education and would be linked directly to both CMSI and the new Science Museum School. This neighborhood elementary School (52,000 square feet) would include 26 classrooms, library/ media center, and multi-purpose/ dining facility to serve a maximum enrollment of 900 students in grades pre K-5.

While the County Museum of Natural History would not expand its current facility in Exposition Park, the California Afro-American Museum would add approximately 30,000 square feet of office and support space to the existing building. No additional exhibit space is planned.

Linkages to Los Angeles

While the proposed renewal of Exposition Park can be expected to influence developments in the surrounding city, proposals for adjacent districts of Los Angeles will profoundly effect the Park's future. Soon the Los Angeles Community Redevelopment Agency is expected to plan the future of the Figueroa Street corridor. From Exposition Park Figueroa runs north to the Los Angeles Convention Center, where it bends slightly to pass through the heart of the downtown business district and touch the west end of the Civic Center. Preserving and growing local businesses will be one key to a vital and lively Figueroa Street. Today, though it connects a number of Los Angeles institutions, Figueroa is fairly invisible to the city at large, but it could be a highly visible link between downtown and Exposition Park at the gateway to South Central Los Angeles.

A renewed Exposition Park will stimulate the renewal of surrounding neighborhoods. Areas facing the Park on Figueroa, Martin Luther King, and Vermont are in the Hoover Redevelopment Area, and the CRA has studied their development with the community, proposing a mix of housing and service commercial uses. Where redevelopment has not yet occurred, medium density housing above parking structures with street level retail could be built facing the Park, and the green edge promenades of the Park could be repeated across the streets. Retail uses serving the neighborhood could also profit from Park visitors, and the amenity and views of the Park could create a prime residential address, as with other great urban parks.

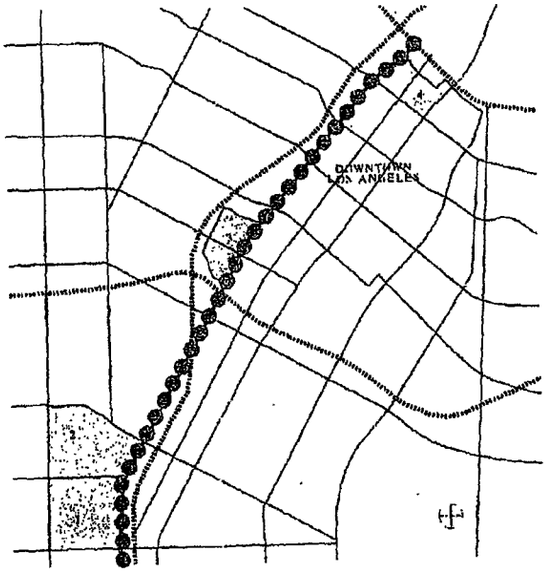
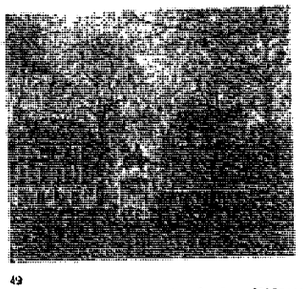


Diagram 25

The diagonal black line traces the route of Figueroa Street from Exposition Park (1) and USC (2), past the Convention Center (3), to the Civic Center (4) north of Downtown Los Angeles (shaded light gray). The Figueroa corridor could be made a highly visible linkage between Downtown and the community of South Central Los Angeles.



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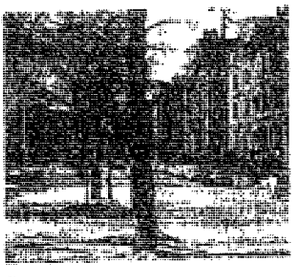

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Facing public parks is traditionally one of the most attractive locations in the city for medium density housing, as shown in these images from London and Boston. Renewing and beautifying Exposition Park would promote both renovation and development of new housing and retail shops along the streets surrounding the Park.

Linkages to Los Angeles

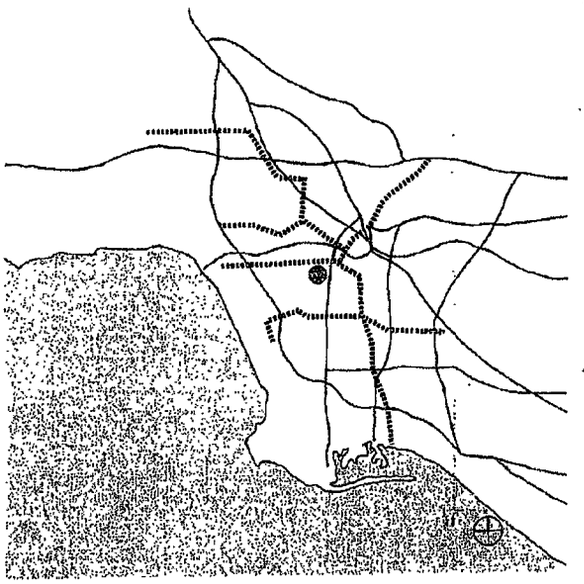


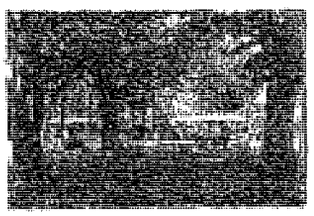
Diagram 26

While Exposition Park (black dot) is located near the apex of the Los Angeles regional freeway system, access to the Park will be augmented by its equally centralized location in the planned Metro Rail system (dashed lines). Major events, especially, should benefit from enhanced bus and rail access, and as spectators become accustomed to mass transit alternatives, the demand for event parking would decline.

The five-way intersection of Figueroa Street with Exposition Boulevard and 37th Street is difficult and congested, especially during major events. Los Angeles Department of Transportation (LADOT) proposes making 37th Street one-way eastbound and Exposition Boulevard one-way westbound, with northbound traffic from the Harbor Freeway to exit on Hope Street and on to Exposition Boulevard. Also, LADOT proposes that Flower Street be one-way southbound, with Figueroa Street one-way northbound, while Master Plan Workshops suggested that Figueroa be retained as a two-way link to downtown and Grand Avenue become one-way northbound.

The couplet of 37th Street and Exposition Boulevard also flanks a proposed bus platform to be linked vertically with the Harbor Freeway busway now under construction. On the ground this location is isolated from its urban setting and will require careful design attention to connect to Exposition Park.

Extension of the Blue Line, on the other hand, can be integrated quite successfully with plans for the Park. Locally, construction of the rail line offers an opportunity to redesign Exposition Boulevard as a landscaped transit street. Regionally, the rail system will add a new dimension of accessibility to the Park, complementing street and freeway improvements. Also worthy of further discussion is a proposal for a bikeway along the Exposition right-of-way that would link the Park with Santa Monica and Venice beaches.



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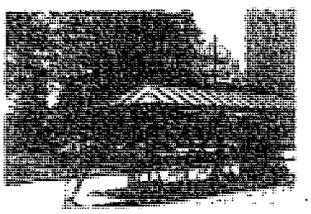

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These images of stations on the Banfield Light Rail Line in Portland, Oregon demonstrate how to integrate the Blue Line extension into the setting of Exposition Park and Exposition Boulevard. Rather than intruding on the Park or the Boulevard, the light rail would create a new focus of activity and life for the neighborhood as well as enhancing mobility.

The Projects Strategy

While envisioning a complete renewal and transformation of Exposition Park, we have deliberately chosen the phrase *Modest Interventions* to describe proposals for change, because this suggests the strategy required to realize the vision. While the overall direction is to make the Park whole again, the improvements will come incrementally as a limited series of strategic interventions which transform negatives into positives without doing too much.

Just as there are many interest groups with a stake in Exposition Park, there will be many different funding sources. Funds will become available over a period of time and this requires a project-oriented approach to the Park's future: an *adopt-a-project* strategy wherein different interests may take ownership of different projects to improve the Park, and work to secure the necessary funding to see them built. Indeed, two such projects already are funded. Funds for the Phase One Buildings of the new CMSI are in place, as are funds for the Science Museum School. Other projects necessary to the Park's future have been identified as an initial step toward securing their funding, and they are listed at the right.

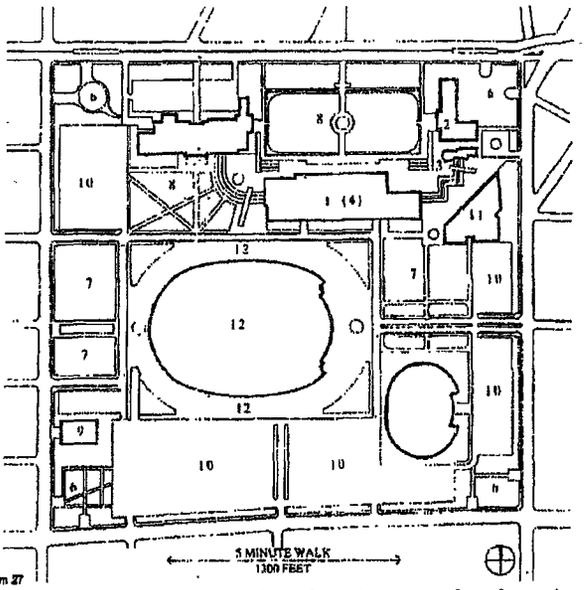


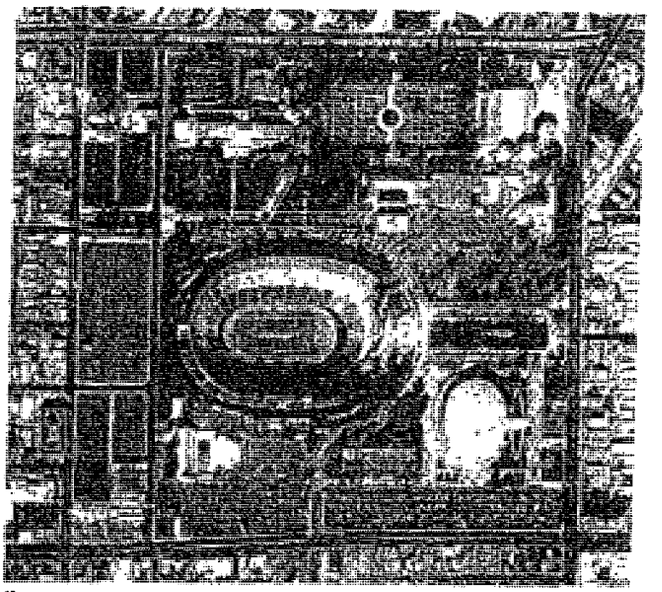
Diagram 27

This plan diagram depicts the location of proposed projects in Exposition Park.

Master Plan Projects

1. ***The California Museum of Science and Industry (Phase One Funded)***
2. ***The Science Museum School (Funded)***
3. ***The Science Education Resource Center***
4. ***The Parking Structure below CMSI***
5. ***Complete Land Acquisition between Menlo and Vermont Avenues***
6. ***The Corner Parks and Edge Promenade***
7. ***The Lawns, Entrance Drives, and Olympic Promenade***
8. ***Rose Garden and other Open Space Renovations***
9. ***The Community Center***
10. ***Parking Lot Relocations, Renovations, and Landscaping***
11. ***Expansion to the California Afro-American Museum***
12. ***Coliseum Renovations and Coliseum Promenade***

Measuring the Results



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Aside from the general objective of making Exposition Park both more beautiful and more accessible, we require means to measure proposals to improve the Park and premises to inform discussion and decisions regarding the Park's future. Early in the planning process, with this in mind, the Master Plan Advisory Committee to CMSI devised six objectives for the Master Plan, which were later validated in open discussions during Workshop One. These objectives form the shared understanding upon which all design proposals should be advanced and by which all political negotiations should be validated. The Sixth Objective, *to strengthen and centralize the Park's overall management*, should become the means in the future of ensuring that all the objectives are followed, as well as the means for ensuring continuing participation by all stakeholders in deciding the future of Exposition Park.

Master Plan Objectives

1. ***Provide a vision and depict the limits for the future development of the institutional uses of the Park, while reinforcing its dual role as a regional and community resource.***

2. ***Enhance the Park's character and landscape features by increasing the area available for passive and active recreational uses, defining entrances to the Park and facilities, providing a clearly delineated system of pedestrian walkways, and minimizing vehicular uses.***

3. ***Integrate the Park with the adjacent neighborhoods by providing convenient pedestrian transit linkages, minimizing traffic and parking impacts, and developing employment, recreational, educational, and cultural opportunities within the Park jointly with area residents.***

4. ***Preserve and interpret the historical legacy of the Park allowing the memories of the Park to be relived through appreciation of the historical significance of features such as the Rose Garden, the Coliseum, and other sites.***

5. ***Establish a framework of consistent and compatible design standards for future facilities in the Park, including criteria for siting, massing, circulation, landscape, and orientation elements of the plan.***

6. ***Strengthen and centralize Park management to encourage cooperation among institutional users and the effective management of Park resources such as circulation, parking, transit access, programming, security, maintenance, and marketing.***

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EXHIBIT H

2013 COLISEUM AMENDMENT

See attached.

EXHIBIT H

AMENDMENT TO COLISEUM LEASE

This AMENDMENT TO COLISEUM LEASE (this "***Amendment***") is dated as of _____, 2013 by and between the CALIFORNIA SCIENCE CENTER, also known as the SIXTH DISTRICT AGRICULTURAL ASSOCIATION, an institution of the State of California ("***Lessor***") and the LOS ANGELES MEMORIAL COLISEUM COMMISSION, a public joint powers entity ("***Lessee***") established by agreement among Lessor, the County of Los Angeles and the City of Los Angeles pursuant to Title 1, Division 7, Chapter 5 (Section 6500 et seq.) of the California Government Code.

RECITALS

A. Lessor and Lessee are parties to that certain Coliseum Lease dated January 3, 1956, as amended by Amendment to Coliseum Lease dated June 17, 1971, Amendment to Coliseum Lease dated November 3, 1976, and Amendment to Coliseum Lease dated February 13, 2008 (the "***Coliseum Lease***").

B. Lessor and Lessee are also parties to that certain Sports Arena Agreement, Lease and Easement dated January 3, 1956, as amended by Amendment to Sports Arena Agreement, Lease and Easement dated February 13, 2008 (the "***Sports Arena Lease***").

C. Concurrently or substantially concurrently with this Amendment, Lessee and the University of Southern California ("***USC***") are entering into an Amended and Restated Lease and Agreement (the "***Commission-USC Lease***") that amends and restates the Lease and Agreement dated May 14, 2008 between Lessee and USC.

D. In connection with the Commission-USC Lease and other agreements entered into between and among Lessor, Lessee and USC on or about the date of this Amendment, Lessor and Lessee desire to amend the Coliseum Lease in certain respects

DRAFT

set forth herein. Lessor and Lessee are also entering into a separate related amendment to the Sports Arena Lease concurrently herewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby amend the Coliseum Lease and agree as follows:

1. Waiver of Rent. All rent payable by Lessee under the Coliseum Lease for the period from July 1, 2012 through the day immediately preceding the "Commencement Date" under the Commission-USC Lease (the "***Free Rent Period***") is hereby waived. Notwithstanding any contrary term or provision of the Coliseum Lease, there shall be no rent payable by Lessee for the Free Rent Period. Any previous notice of breach or default from Lessor to Lessee with respect to rent that was payable under the Coliseum Lease during the Free Rent Period prior to the execution of this Amendment is hereby withdrawn by Lessor and shall be of no further force or effect. Lessor hereby waives, and releases Lessee from, any claims, damages, losses, liabilities, remedies and other rights that that Lessor may have or have had or incurred with respect to any non-payment of such rent by Lessee during the Free Rent Period.

2. Direct Payment of Rent. Lessor and Lessee agree that from and after the Commencement Date under the Commission-USC Lease, and continuing during the remaining term of the Commission-USC Lease, all rent payable by Lessee under the Coliseum Lease shall be paid by USC directly to Lessor at the same times and in the same amounts as set forth in the Coliseum Lease. Lessor shall accept such payment directly from USC. Lessor shall submit invoices for rent payable under the Coliseum Lease to both USC and Lessee not less than sixty (60) days in advance of each date for

which the rent is due. USC shall remit payment directly to Lessor, with a copy of the transmittal of such payment to be provided concurrently by USC to Lessee for the records of the Lessee.

3. Participation Rent under Commission-USC Lease. Section 4.3(g) of the Commission-USC Lease requires that Lessee use all amounts of Lessee's share of the "Cumulative Calculated Amount" (as defined in the Commission-USC Lease) paid by USC to Lessee for the following purposes: (i) the funding of any reasonable operating expenses of Lessee that are not paid by USC pursuant to Section 4.4 of the Commission-USC Lease; and (ii) the funding of facilities and programs benefiting or enhancing Exposition Park. Lessee agrees that all such amounts received by Lessee that are not required for operating expense purposes pursuant to clause (i) above shall be delivered by Lessee to the Exposition Park Improvement Fund (or such successor fund as may be established by Lessor) on or before December 31 of each year. All such amounts delivered by Lessee shall be deposited and maintained by Lessor in a segregated restricted, interest-bearing account of such fund. Following the first deposit of funds under this paragraph Lessor shall thereafter provide Lessee with an annual report of the balance, earnings and expenditures of such restricted account not later than June 30 of each year. Lessee shall have the right to pre-approve any use of the funds in such restricted account.

4. Olympic Statues. Lessor and Lessee hereby agree and confirm that the two Olympic statues donated to Lessor by the Los Angeles Olympic Organizing Committee in June, 1984 and permanently installed in the peristyle plaza area of the Coliseum are included as part of the premises leased to Lessee under the Coliseum Lease.

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During the term of the Coliseum Lease the Commission shall have sole rights regarding the display of the statues (including any use by third parties) and the sole right to receive any revenue derived therefrom. The Commission shall be responsible for the maintenance, security and repair (if any) of such statues and any related fixtures, including the pedestals. The Commission shall have the right to delegate such maintenance, security and repair responsibility to USC under the Commission-USC Lease.

5. Limitation on Number of Major Events. The Coliseum Lease is hereby amended to limit the number of events held at the Coliseum, the Sports Arena or any replacement development at the premises under the Sports Arena Lease, for which the attendance exceed 25,000 persons ("***Major Events***") to a maximum of twenty-five (25) Major Events in the aggregate during any calendar year; provided, however, that the following events shall not constitute Major Events regardless of attendance: (A) the Olympics, the Special Olympics and the Super Bowl, and (B) Commission Events (as defined in the Commission-USC Lease) during the time period that a National Football League team is hosting football games at the Coliseum on a temporary basis while a permanent facility is being constructed for such team, which time period shall in no event exceed four (4) years.

6. Effect of Amendment. In the event of any conflict or inconsistency between the terms and provisions of the Coliseum Lease, as amended prior to the date of this Amendment, and the terms and provisions of this Amendment, the terms and provisions of this Amendment shall control. The Coliseum Lease remains in full force and effect, unmodified except as set forth in this Amendment.

7. Counterparts. This Amendment may be executed in counterparts, each of which shall constitute an original of this document and all of which collectively shall constitute a fully-executed Amendment.

SIGNATURES ON FOLLOWING PAGE

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IN WITNESS WHEREOF, Lessor and Lessee have entered into this Amendment as of the date first set forth above.

LOS ANGELES MEMORIAL COLISEUM COMMISSION By: _____ Don Knabe, President APPROVED AS TO FORM: By: _____ Thomas J. Faughnan Commission Legal Counsel APPROVED AS TO FORM: By: _____ Munger, Tolles & Olson LLP	CALIFORNIA SCIENCE CENTER, also known as the SIXTH DISTRICT AGRICULTURAL ASSOCIATION By: _____ Name: _____ Title: _____ APPROVED: STATE AND CONSUMER SERVICES AGENCY By: _____ Name: _____ Title: _____ APPROVED: DEPARTMENT OF GENERAL SERVICES By: _____ Name: _____ Title: _____

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EXHIBIT I

2013 SPORTS ARENA AMENDMENT

See attached.

EXHIBIT I

AMENDMENT TO SPORTS ARENA AGREEMENT, LEASE AND EASEMENT

This AMENDMENT TO SPORTS ARENA AGREEMENT, LEASE AND EASEMENT (this "***Amendment***") is dated as of _____, 2013 by and between the CALIFORNIA SCIENCE CENTER, also known as the SIXTH DISTRICT AGRICULTURAL ASSOCIATION, an institution of the State of California ("***Lessor***") and the LOS ANGELES MEMORIAL COLISEUM COMMISSION, a public joint powers entity ("***Lessee***") established by agreement among Lessor, the County of Los Angeles and the City of Los Angeles pursuant to Title 1, Division 7, Chapter 5 (Section 6500 et seq.) of the California Government Code.

RECITALS

A. Lessor and Lessee are parties to that certain Sports Arena Agreement, Lease and Easement dated January 3, 1956, as amended by Amendment to Sports Arena Agreement, Lease and Easement dated February 13, 2008 (the "***Sports Arena Lease***").

B. Lessor and Lessee are also parties to that certain Coliseum Lease dated January 3, 1956, as amended by Amendment to Coliseum Lease dated June 17, 1971, Amendment to Coliseum Lease dated November 3, 1976, and Amendment to Coliseum Lease dated February 13, 2008 (the "***Coliseum Lease***").

C. Concurrently or substantially concurrently with this Amendment, Lessee and the University of Southern California ("***USC***") are entering into an Amended and Restated Lease and Agreement (the "***Commission-USC Lease***") that amends and restates the Lease and Agreement dated May 14, 2008 between Lessee and USC.

D. In connection with the Commission-USC Lease and other agreements entered into between and among Lessor, Lessee and USC on or about the date of this

Amendment, Lessor and Lessee desire to amend the Sports Arena Lease in certain respects set forth herein. Lessor and Lessee are also entering into a separate related amendment to the Coliseum Lease concurrently herewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby amend the Sports Arena Lease and agree as follows:

1. Waiver of Rent. All rent payable by Lessee under the Sports Arena Lease for the period from July 1, 2012 through the day immediately preceding the "Commencement Date" under the Commission-USC Lease (the "***Free Rent Period***") is hereby waived. Notwithstanding any contrary term or provision of the Sports Arena Lease, there shall be no rent payable by Lessee for the Free Rent Period. Any previous notice of breach or default from Lessor to Lessee with respect to rent that was payable under the Sports Arena Lease during the Free Rent Period prior to the execution of this Amendment is hereby withdrawn by Lessor and shall be of no further force or effect. Lessor hereby waives, and releases Lessee from, any claims, damages, losses, liabilities, remedies and other rights that that Lessor may have or have had or incurred with respect to any non-payment of such rent by Lessee during the Free Rent Period.

2. Direct Payment of Rent. Lessor and Lessee agree that from and after the Commencement Date under the Commission-USC Lease, and continuing during the remaining term of the Commission-USC Lease, all rent payable by Lessee under the Sports Arena Lease shall be paid by USC directly to Lessor at the same times and in the same amounts as set forth in the Sports Arena Lease. Lessor shall accept such payment directly from USC. Lessor shall submit invoices for rent payable under the Sports Arena

Lease to both USC and Lessee not less than sixty (60) days in advance of each date for which the rent is due. USC shall remit payment directly to Lessor, with a copy of the transmittal of such payment to be provided concurrently by USC to Lessee for the records of the Lessee.

3. Limitation on Number of Major Events. The Sports Arena Lease is hereby amended to limit the number of events held at the Coliseum, the Sports Arena or any replacement development at the premises under the Sports Arena Lease, for which the attendance exceed 25,000 persons ("***Major Events***") to a maximum of twenty-five (25) Major Events in the aggregate during any calendar year; provided, however, that the following events shall not constitute Major Events regardless of attendance: (A) the Olympics, the Special Olympics and the Super Bowl, and (B) Commission Events (as defined in the Commission-USC Lease) during the time period that a National Football League team is hosting football games at the Coliseum on a temporary basis while a permanent facility is being constructed for such team, which time period shall in no event exceed four (4) years.

4. Exercise of Sports Arena Termination Right. Section 12.2 of the Commission-USC Lease affords the Commission certain rights to terminate the Commission-USC Lease with respect to the "Sports Arena Property" under the Commission-USC Lease (i.e., the premises under the Sports Arena Lease) if USC ceases operation of the Sports Arena other than for redevelopment purposes, or if USC ceases operation of the Sports Arena for redevelopment purposes but USC fails to commence the redevelopment work within twenty-four (24) months after entering into a binding redevelopment commitment. The Commission shall not exercise either of the foregoing

termination rights without the District's consent unless the Commission is able to demonstrate evidence of a reasonably creditworthy source for the payment to the District of the rent payable to the District under the Sports Arena Lease following such termination.

5. Effect of Amendment. In the event of any conflict or inconsistency between the terms and provisions of the Sports Arena Lease, as amended prior to the date of this Amendment, and the terms and provisions of this Amendment, the terms and provisions of this Amendment shall control. The Sports Arena Lease remains in full force and effect, unmodified except as set forth in this Amendment.

6. Counterparts. This Amendment may be executed in counterparts, each of which shall constitute an original of this document and all of which collectively shall constitute a fully-executed Amendment.

SIGNATURES ON FOLLOWING PAGE

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IN WITNESS WHEREOF, Lessor and Lessee have entered into this Amendment as of the date first set forth above.

LOS ANGELES MEMORIAL COLISEUM COMMISSION By: _____ Don Knabe, President APPROVED AS TO FORM: By: _____ Thomas J. Faughnan Commission Legal Counsel APPROVED AS TO FORM: By: _____ Munger, Tolles & Olson LLP	CALIFORNIA SCIENCE CENTER, also known as the SIXTH DISTRICT AGRICULTURAL ASSOCIATION By: _____ Name: _____ Title: _____ APPROVED: STATE AND CONSUMER SERVICES AGENCY By: _____ Name: _____ Title: _____ APPROVED: DEPARTMENT OF GENERAL SERVICES By: _____ Name: _____ Title: _____

Schedule 1

Insurance Provisions

USC shall furnish a certificate(s) of insurance issued to the District and naming the District, its officers, agents, employees and servants as additional insureds. USC shall furnish to the District evidence of required insurance as follows:

(a) Commercial General Liability with limits of not less than one million dollars ($1,000,000) per occurrence for bodily injury and property damage combined..

(b)USC shall maintain motor vehicle liability with limits of not less than $1,000,000 per accident for bodily injury and property damage.

(c) USC shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement, including special coverage extensions where applicable. Employer's liability limits of $1,000,000 shall be required, and the policy shall include a waiver of subrogation in favor of the District of California.

(d) General Requirements

USC shall ensure that the following general requirements are met:

i. Insurance Companies must be acceptable to Department of General Services, Office of Risk and Insurance Management.

ii. USC shall provide the District with a certificate of insurance demonstrating coverage for General Liability, within thirty (30) days after each insurance policy renewal.

iii. Coverage needs to be in-force for complete term of any football season during which USC is managing and operating the parking. If insurance expires during the term, a new certificate must be received by the District within thirty (30) days of the expiration date of the existing policy. This new insurance must still meet the terms of the original contract.

iv. The insurance policies expressly required herein shall contain a provision that coverage will not be cancelled without thirty (30) days prior written notice to the District.

v. USC is responsible for any deductible or self-insured retention contained within the insurance program.

vi. Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by the District.

vii. Notwithstanding anything contained herein to the contrary, USC may self-insure any coverage required by this Lease. If USC is self-insured in whole or in part as to any of the above described types and levels of

coverage, USC shall provide District with written acknowledgment of this fact at the time of the execution of this Agreement in lieu of any certificates of insurance required herein. If, at any time after the execution of this Lease, USC abandons its self-insured status, USC shall immediately notify District of this fact and shall comply with all of the terms and conditions of this Insurance clause pertaining to policies of insurance in regard to those types and levels of insurance.

It is agreed that DISTRICT shall not be liable for the payment of any premiums or assessments on the required insurance coverage.

EXHIBIT N-4
SPORTS ARENA OPTION AGREEMENT

[See the following eighty-eight (88) pages]

EXECUTION VERSION

LEASE OPTION AGREEMENT
(Sports Arena Property)

This Lease Option Agreement (the "***Agreement***") is made and entered into as of September 4, 2013 (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 ("***Owner***"), and the UNIVERSITY OF SOUTHERN CALIFORNIA, a California nonprofit public benefit corporation ("***Optionee***"), in the following factual context:

A. Owner is the owner of certain improved real property in Los Angeles County, California, as more particularly described in Section 1.1 below and in Schedule 1.1 attached hereto and incorporated herein by this reference (the "**Land**").

B. Owner currently leases the Land to the Los Angeles Memorial Coliseum Commission (the "***Commission***") pursuant to a lease dated as of January 3, 1956 and most recently amended as of February 13, 2008 (as it has been, and may hereafter be, amended, the "***Commission Lease***"). Unless sooner terminated pursuant to its terms, the Commission Lease will expire on December 31, 2054.

C. Optionee currently subleases the Land from the Commission pursuant to a lease dated as of May 14, 2008 and most recently amended as of July 29, 2013 (the "***USC Lease***"), which if extended by Optionee as provided in the USC Lease, will expire on December 31, 2054. Pursuant to the USC Lease, Optionee also leases from the Commission adjacent property that includes the Los Angeles Memorial Coliseum and its surrounding grounds (the "***Coliseum Property***").

D. Owner and Optionee are the parties to that certain Non-Disturbance Agreement dated as of September 4, 2013 (the "***NDA***"), pursuant to which Owner has agreed to recognize the USC Lease, as amended by the NDA, as a direct lease between Owner and Optionee (the "***Direct Lease***") in the event the Commission Lease terminates prior to its natural expiration date.

E. Owner and Optionee are the parties to that certain Lease Option Agreement of even date herewith, pursuant to which Owner has granted an option to Optionee to lease the Coliseum Property on terms and conditions that are substantially similar to the terms and conditions of this Agreement (the "***Coliseum Option***").

F. Optionee now desires to acquire the right to lease the Property, as defined below, upon the expiration of the USC Lease or Direct Lease, as applicable, and Owner desires to grant Optionee an option to lease the Property on the terms and conditions set forth in this Agreement.

NOW THEREFORE, for valuable consideration the receipt and sufficiency of which are acknowledged, the parties agree as follows:

Section 1. GRANT OF OPTION.

1.1 Property. Owner hereby grants to Optionee an option to lease the Property, subject to all of the terms and conditions of this Agreement. The term "***Property***" includes (a) the Land; (b) all improvements, equipment and fixtures located on the Land at the time of the Closing described in Section 7.1 below, including without limitation the structure commonly known as the Los Angeles Memorial Sports Arena or such other improvements that replace the Los Angeles Memorial Sports Arena (collectively, the "***Improvements***"), and (c) any entitlements, governmental approvals, permits, and other intangible property associated with the Land or Improvements owned by the Owner (the "***Other Assets***").

1.2 Option. The option described in Section 1.1 is referred to in this Agreement as the "***Option***."

1.3 Memorandum of Option. Concurrently with the execution of this Agreement Owner shall execute, acknowledge and deliver to Optionee a memorandum of option in the form attached as **Schedule 1.3** (the "***Option Memorandum***"), which Option Memorandum may be recorded by Optionee in the Official Records of Los Angeles County, California (the "***Official Records***"). In the event Optionee records the Option Memorandum in the Official Records, Optionee shall be responsible for payment of all fees and taxes associated with such recording.

1.4 Effect of Option Agreement; Interest in Real Property. The parties intend that this Agreement is given by Owner to Optionee as an option to lease the Property. The parties intend that this Agreement creates a valid and present encumbrance on the Property in favor of Optionee, effective as of the Effective Date, subject to the Commission Lease, and all liens or encumbrances disclosed in the Official Records. Therefore, this Option shall be deemed an encumbrance upon the Property during the term of this Agreement effective as of the Effective Date and shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns (subject to Section 10.7 below).

Section 2. INDEPENDENT OPTION CONSIDERATION.

In consideration of and concurrently with Owner entering into this Agreement, Optionee agrees to pay to Owner the sum of One Thousand Dollars ($1,000) as "independent option consideration" (the "***Option Consideration***"). The Option Consideration has been bargained for and agreed to as separate and independent consideration for Optionee's option to lease the Property pursuant to the terms herein, and for Owner's execution and delivery of this Agreement. The Option Consideration shall be deemed fully earned by Owner upon receipt, and shall be considered non-refundable to Optionee except as otherwise provided in Section 9.1 below.

Section 3. EXERCISE OF OPTION.

3.1 Conditions to Right to Exercise. Optionee may exercise this Option if Optionee replaces the Sports Arena on the Property with new improvements in accordance with the terms of USC Lease and the NDA (or the Direct Lease, if applicable). In the event that during the term of the USC Lease or the Direct Lease, as applicable, Optionee retains the existing Sports Arena on the Property and does not construct new improvements on the Property in accordance with the USC Lease and the NDA (or the Direct Lease, if applicable), Optionee shall not be entitled to exercise this Option. In the event Optionee constructs new improvements on the Property in accordance with the USC Lease and the NDA (or the Direct Lease, if applicable), Optionee may exercise this Option only if all of the following conditions have been met: (i) the construction costs

for the new improvements (including both hard and soft construction costs) are not less than Fifty Million Dollars ($50,000,000.00) (the "***Capital Improvements Costs***"); (ii) Optionee has maintained the Property during the term of the USC Lease (and Direct Lease, if applicable) in good order, condition and repair, in the reasonable judgment of Owner; (iii) the USC Lease or the Direct Lease, as applicable, has not been terminated due to a material default by Optionee that continued after the expiration of all applicable notice and cure periods or otherwise terminated; (iv) the USC Lease or the Direct Lease remain in full force and effect with respect to the Property; and (v) Optionee has exercised all Extension Options available to Optionee pursuant to the USC Lease or the Direct Lease, as applicable with respect to the Property.

3.2 Exercise Notice. Optionee may exercise the Option (if at all) at any time during the final five (5) years of the USC Lease or the Direct Lease, as applicable, provided Optionee has satisfied the conditions set forth in Section 3.1, but no later than that date which is eighteen (18) months prior to the expiration of the Term including any Extension Term of the USC Lease or Direct Lease, as applicable (the "***Option Expiration Date***") by delivering a written notice to Owner (the "***Option Notice***"). Optionee shall have the right to exercise the Option concurrently with or independently from the Coliseum Option, in accordance with, and subject to, its terms, and shall have no obligation to exercise the Coliseum Option in order to exercise the Option. Such Option Notice shall include: (i) a certification from Optionee that (a) Optionee is not in default of a material term of the USC Lease or Direct Lease, as applicable (b) the USC Lease or Direct Lease remain in full force and effect with respect to the Property;, and (c) no event has occurred, or is occurring, that would constitute an event of default, or breach, of a material term under the USC Lease or Direct Lease, as applicable; (ii) a certification from Optionee that Optionee has incurred the Capital Improvements Costs; and (iii) reasonably detailed supporting documentation of the expenditure of the Capital Improvements Costs (the "***Supporting Documentation***"). Upon the Owner's receipt of the Option Notice the Owner shall have sixty (60) days to review the Supporting Documentation, and within such period the Owner shall deliver a written notice to Optionee either approving of the Supporting Documentation, or disapproving of all, or a portion, of the Supporting Documentation. In the event Owner approves of the Supporting Documentation, then the parties shall continue to proceed to the Closing in accordance with this Agreement. In the event Owner disapproves of all, or a portion of, the Supporting Documentation, then Owner's written notice (the "**Disapproval Notice**") shall set forth, in detail, each and every one of the Owner's objections to the Supporting Documentation, and any such additional information required by Owner to approve of the Supporting Documentation. Thereafter, within thirty (30) days following the Optionee's receipt of the Disapproval Notice, the Optionee shall submit such additional information, or other documentation, requested by the Owner in the Disapproval Notice. The process for the Owner's review and approval of the Supporting Documentation shall continue until the Owner has approved of the Supporting Documentation, and the Owner shall have no obligation to execute the New Lease (as defined below) until the Optionee has obtained such approval from the Owner; provided, however, in no event shall the Owner unreasonably withhold, delay, or condition the approval of the Supporting Documentation or condition its approval of the Supporting Documentation upon receipt of documentation, information or consideration not expressly required to be provided by Optionee herein

3.3 Failure to Exercise. Owner expressly acknowledges that Optionee may decline to exercise the Option for any or no reason as Optionee deems appropriate. If Optionee fails to exercise the Option by the Option Expiration Date, then (a) Owner shall have no obligation to refund the Option Consideration to Optionee; (b) Optionee shall promptly deliver to Owner a fully executed and acknowledged quitclaim deed to the Property and such other documentation reasonably requested by Owner to evidence termination of this Agreement; (c) this Agreement shall immediately terminate without further action of the parties; and (d) the parties shall have no

further obligations to each other except as otherwise specifically provided in this Agreement and, to the extent they continue to be effective, the USC Lease (or any Direct Lease(s) between the parties), the Coliseum Option, and the NDA. This Section 3.3 is not intended to and does not in any way limit or affect any of the rights or remedies available to any party in the event the other party defaults in the due and timely performance of any of its obligations, or is in breach of any of its representations and warranties, under this Agreement.

Section 4. LEASE TERMS.

4.1 Term of Lease. At the Closing, Owner and Optionee shall enter into a lease of the Property (the "**New Lease**") substantially in the form of Schedule 4 attached hereto and made a part hereof by this reference (except to the extent such terms and conditions are no longer applicable or are otherwise invalid or unenforceable under California laws as of the Closing Date), for a term commencing upon expiration of the USC Lease or the Direct Lease, as applicable, and expiring on December 31, 2069, subject to Optionee's right to exercise up to two additional consecutive fifteen (15) year options, and one final option for a term of twelve (12) years. In the event Optionee leases both the Property and the Coliseum Property, both may be included in the New Lease. Promptly after delivery of the Option Notice, to the extent necessary, the parties shall meet in good faith to determine if any modifications are necessary to the proposed New Lease to reflect either any new, or otherwise unanticipated, circumstances regarding the Property, the inclusion of the Coliseum Property (if applicable), modifications to the parking and event scheduling provisions in the event that Optionee elects not to lease the Coliseum Property (under the New Lease or otherwise), or any changes in California law that make any term or provision of the proposed New Lease invalid or unenforceable. Notwithstanding anything contained herein to the contrary, in no event shall Owner be entitled to modify the New Lease to require, or condition its acceptance of the New Lease upon the requirement of, any additional consideration not expressly set forth herein.

4.2 Base Rent. As consideration for Owner's lease of the Premises, Optionee shall pay to Owner as "**Base Rent**" an annual amount equal to Fair Market Rental Value of the Property as of the commencement date of the New Lease. "**Fair Market Rental Value**" means, as of the time of determination, the arms-length fair market annual rental rate for the Property. Fair Market Rental Value shall be determined based on the appropriate appraisal method (income, comparable or replacement cost approaches) at the time of the Option Notice as determined by the parties pursuant to subsection (a) or by the Qualified Appraisers pursuant to subsection (b) below. If the appraisal method used is the income approach, Fair Market Rental Value shall be determined by applying a capitalization rate to the net operating income for the Property as determined in accordance with GAAP ("**NOI**"). The appropriate capitalization rate shall be determined by Owner, Optionee, and each Qualified Appraiser engaged pursuant to subsections (b) and (d) below based on then-current market conditions, the unique nature of the Property, the limitations on use of the Property and condition of the Property at the time of the appraisal. The Base Rent shall be due and payable upon the commencement date of the New Lease, and on each annual anniversary of the commencement date. The Fair Market Rental Value of the Property shall be determined as follows:

(a) **Meet and Confer**. Within sixty (60) days after Optionee has delivered the Option Notice, the parties shall meet and confer in an effort to reach mutual agreement on the Fair Market Rental Value and Base Rent and the appropriate methodology for determining Fair Market Rental Value. In order to assist the parties in their negotiations regarding the Base Rent, Optionee shall at the time it exercises the Option Notice, provide Owner with three years of income and operating statements and any other financial date necessary to form an opinion on

the NOI for the Property for the last three Lease Years (collectively, the "**Base Rent Documentation**"). The NOI shall include all NOI for the Property including NOI of any operator or sublessee of the Property as well as all Naming Rights Revenue and any Trademark revenue received by Optionee or its operators or subtenants. Optionee and Owner shall use the Base Rent Documentation to assist in their negotiation of the Fair Market Rental Value and Base Rent. If Optionee and Owner agree on the Fair Market Rental Value within thirty (30) days after the initiation of the meet and confer process, then the agreed upon amount shall constitute the Base Rent for the purposes of the New Lease.

(b) **Selection of Appraiser**. If Optionee and Owner are unable to agree upon the Base Rent pursuant to the meet and confer process, then either party may deliver to the other a written notice requesting selection of an appraiser (the "**Appraiser Selection Notice**"), and thereafter, Optionee and Owner shall negotiate in good faith to identify a mutually acceptable Qualified Appraiser (as defined below) to determine the Fair Market Rental Value of the Property and the Base Rent. If the parties agreed on a mutually acceptable Qualified Appraiser, both Owner and Optionee shall be identified as the client for purposes of the appraisal. If the parties are unable to agree on the Qualified Appraiser within thirty (30) days after the delivery of the Appraiser Selection Notice, each party shall select its own Qualified Appraiser within thirty (30) days thereafter. If each party selects an appraiser, the Qualified Appraisers shall, prior to commencing their appraisals, agree on the methodology to be used in appraising the Property. All appraisers selected pursuant to this Section 4.1 shall deliver written determination of the Fair Market Rental Value and Base Rent to both parties within one hundred twenty (120) days after the date of the delivery of the Appraiser Selection Notice. Each party shall pay the cost of the appraiser selected by such party and one-half of the cost of the mutually accepted appraiser, or the third appraiser (as described in subsection (d), below), as applicable.

(c) **Base Rent Documentation**. Optionee shall provide the Base Rent Documentation to each Qualified Appraiser prior to the commencement of any appraisals of the Sports Arena Property. Owner and Optionee shall advise each Qualified Appraiser in writing as to the status of the meet and confer process, including any items that have been agreed upon between the parties, and any items that are disputed. Owner and Optionee will provide the Qualified Appraisers any documentation requested necessary to perform the appraisals. Owner and Optionee may provide additional information to the Qualified Appraisers provided that any information provided by either party shall be provided to the other party and the other party's Qualified Appraiser.

(d) **Determination of Fair Market Rental Value**. If the parties have selected a mutually acceptable Qualified Appraiser, or if either party has failed to select its own Qualified Appraiser when required to do so, or one of the two selected appraisers fails to deliver its determination within the requisite time period, the single appraiser's determination of the Fair Market Rental Value shall be binding on both parties. If two appraisals are submitted, and if the two appraisals differ by less than ten (10) percent of the higher of the two, the average of the two shall be the Fair Market Rental Value and establish the Base Rent. If the two appraisals differ by more than ten (10) percent of the higher of the two, then the two appraisers shall immediately (and in no event later than ten (10) days following the delivery of the appraisals) select a third Qualified Appraiser who will within thirty (30) days of his or her selection make a determination of the Fair Market Rental Value by selecting either the Fair Market Rental Value submitted by Optionee's appraiser or the Fair Market Rental Value submitted by Owner's appraiser, which determination shall establish the Base Rent and be binding on both parties. The third appraiser shall not make an independent determination of the Fair Market Rental Value of the Property.

(e) **Base Rent CPI Adjustment**. Base Rent shall be adjusted as of the first day of each subsequent Lease Year in accordance with the published percentage increase, if any, in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index - All Urban Consumers (Los Angeles-Riverside-Orange County, California) (the "**CPI**"). CPI adjustments shall be made based on the published percentage change in the CPI between the last CPI published during the preceding Lease Year and the last CPI published during the next immediately preceding Lease Year. Base Rent, as adjusted for CPI, shall constitute the Base Rent for that Lease Year. If the CPI is discontinued or revised during the term, such other government index of computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the CPI had not been discontinued or revised.

(f) **Redetermination of Base Rent upon Exercise of Extension Options**. The Fair Market Rental Value and the Base Rent shall be redetermined in accordance with the process set forth above for each extension option of the Term of the New Lease, if Optionee exercises the extension options.

(g) **Definitions for Purposes of Section 4.1**.

"**Qualified Appraiser**" means an appropriately licensed appraiser who is MAI designated with the Appraisal Institute with not less than ten (10) years' experience appraising income producing properties, preferably with experience appraising sports venue properties and, if possible, historic properties.

Section 5. REPRESENTATIONS AND WARRANTIES OF OWNER.

5.1 In General. With the exception of those representations and warranties stated in Section 5.2, the Coliseum Option, and the NDA, Optionee has not relied and will not rely upon any representations or warranties, express or implied, affirmative or negative, concerning the Property made by Owner or the State or any of Owner's or the State's agents or employees.

5.2 Representations and Warranties of Owner. Owner represents and warrants that the following facts and circumstances are true and correct as of the Effective Date and Owner shall use commercially reasonable efforts to ensure that the following facts and circumstances are true and correct as of the Closing (as defined in Section 7.1). In the event that any of the following representations and warranties are not true and correct as of the date Optionee delivers the Option Notice to Owner, Owner shall use commercially reasonable efforts to cause such representations and warranties to be true and correct as of the Closing Date.

(a) **Authority, Authorizations and Consents**. Owner is an institution of the State of California. Owner has all necessary power and authority to enter into this Agreement and to perform its obligations hereunder. The execution, delivery and performance of this Agreement has been duly and validly authorized by all necessary action and proceedings, and except as specifically contemplated in the New Lease, no further action or authorization is necessary on the part of Owner in order to consummate the transactions contemplated herein. This Agreement is a legal, valid and binding obligation of Owner, enforceable in accordance with its respective terms. Owner has obtained all authorizations, consents or approvals of any governmental entity or other person or entity required to be obtained or given in connection with the execution and delivery of this Agreement by Owner or the performance of any of Owner's obligations hereunder, except those authorizations, consents or approvals specifically contemplated in the New Lease.

(b) **No Violation**. The execution and delivery of this Agreement by Owner, and the performance of its obligations hereunder, do not (i) violate, or conflict with any of Owner's obligations under, any contract to which it is a party or by which it is bound, or (ii) violate (and none of such obligations shall be void or voidable under) any law, regulation, order, arbitration award, judgment or decree to which it is a party or to which it is subject.

(c) **Litigation and Claims**. To Owner's knowledge, there is no suit, action, arbitration, or legal, administrative, or other proceeding, or governmental investigation pending or threatened against or affecting any of the transactions contemplated by this Agreement.

(d) **Condemnation**. To Owner's knowledge, there are no presently pending or contemplated proceedings to condemn or declare a nuisance any part of the Land.

(e) **Options; Leases**. Except for the Commission Lease, or as otherwise disclosed pursuant to the USC Lease, no person or entity other than Optionee holds or will hold any option or other right to lease or purchase all or any part of any of the Property or any interest in the Property.

5.3 Representations and Warranties of Optionee. Optionee represents and warrants that the following facts and circumstances are true and correct as of the Effective Date. In the event that any of the following representations and warranties are not true and correct as of the date Optionee delivers the Option Notice to Owner, Optionee shall use commercially reasonable efforts to cause such representations and warranties to be true and correct as of the Closing Date.

(a) **Authority, Authorizations and Consents**. Optionee is a California nonprofit public benefit corporation. Optionee has all necessary power and authority to enter into this Agreement and to perform its obligations hereunder. The execution, delivery and performance of this Agreement by Optionee have been duly and validly authorized by all necessary action and proceedings, and no further action or authorization is necessary on the part of Optionee in order to consummate the transactions contemplated herein. This Agreement is a legal, valid and binding obligation of Optionee, enforceable in accordance with their respective terms. No authorization, consent or approval of, or notice to, any governmental entity or other person or entity is required to be obtained or given in connection with the execution and delivery of this Agreement by Optionee or the performance of any of Optionee's obligations hereunder.

(b) **No Violation**. The execution and delivery of this Agreement by Optionee, and the performance of its obligations hereunder, do not (i) violate, or conflict with any of Owner's obligations under, any contract to which it is a party or by which it is bound, or (ii) violate (and none of such obligations shall be void or voidable under) any law, regulation, order, arbitration award, judgment or decree to which it is a party or to which it is subject.

(c) **Litigation and Claims**. To Optionee's knowledge, there is no suit, action, arbitration, or legal, administrative, or other proceeding, or governmental investigation pending or threatened against or affecting any of the transactions contemplated by this Agreement.

5.4 Inaccuracies. In the event that either party becomes aware of facts or circumstances after the Effective Date that might result in any of that party's representations or warranties set forth in Sections 5.2 or 5.3 not being true as of the Closing, such party shall give prompt written notice to the other party of such facts or circumstances.

Section 6. AS-IS.

Optionee acknowledges that except to the extent of any express representations and warranties set forth in Section 5.2, the Coliseum Option, or the NDA, Owner and the State have made no representations or warranties, express or implied, regarding the Property or matters affecting the Property, whether made by the State, by Owner, or on Owner's or State's behalf or otherwise, and that except as otherwise provided in this Agreement, the leasehold interest in the Property shall be conveyed subject to, and in accordance with, the terms and conditions of the New Lease.

Section 7. CLOSING.

7.1 Time. On a date no later than ten (10) days prior to the expiration of the USC Lease or the Direct Lease, as applicable, and provided the conditions precedent set forth in Section 8 have been satisfied or waived, the parties shall each execute and exchange original counterparts and deposit into Escrow the documents described in Sections 7.3 and 7.4 below. The parties shall close the transaction contemplated by this Agreement (the ***"Closing"***) on a date (the ***"Closing Date"***) that shall be selected by Optionee giving at least ten (10) business days prior notice to Owner, unless otherwise agreed in writing by the parties. If Optionee has also exercised the Coliseum Option, the Closing shall be combined with the closing of the Coliseum Option.

7.2 Escrow. The parties shall conduct the Closing through Fidelity National Title Company (the ***"Title Company"***) or such other title company mutually agreed between the parties at the time of Closing. The terms of this Agreement (including, but not limited to, the terms contained in this Section 7), together with such additional instructions as the Title Company shall reasonably request and to which the parties shall agree, shall constitute the escrow instructions to the Title Company. If there is any inconsistency between this Agreement and any additional escrow instructions given to the Title Company, this Agreement shall control unless the intent to amend this Agreement is clearly and expressly stated in the additional escrow instructions.

7.3 Owner's Deposits into Escrow. Owner shall deposit into escrow on or before Closing the following documents:

(a) Two duly executed counterpart originals of the New Lease;

(b) A duly executed and acknowledged counterpart original memorandum of lease in the form of the attached **Schedule 7.3(b)** (the "***Memorandum of Lease***");

(c) A certificate of Owner signed by Owner in the form of the attached **Schedule 7.3(c)**, affirming that all of Owner's representations and warranties set forth in Section 5.2 are true in all material respects as of the Closing Date; provided however, to the extent the Owner is aware of facts or circumstances that result in Owner's representations or warranties set forth in Sections 5.2 not being true as of the Closing, the Owner shall disclose such facts or circumstances in such certificate (the ***"Owner Certificate"***);

(d) Such affidavits as may be customarily and reasonably required by the Title Company; and

(e) Such additional documents, including written escrow instructions consistent with this Agreement, as may be reasonably necessary for conveyance of the Property in accordance with the terms of this Agreement.

7.4 Optionee's Deposits into Escrow. Optionee shall deposit into escrow on or before Closing:

(a) Two duly executed counterpart originals of the New Lease;

(b) A duly executed and acknowledged counterpart original of the Memorandum of Lease;

(c) A certificate of Optionee signed by a person duly authorized to do so on behalf of Optionee in the form of the attached **Schedule 7.4(c)**, affirming that all of the representations and warranties of Optionee set forth in Section 5.3 are true in all material respects as of the Closing Date; provided however, to the extent Optionee is aware of facts or circumstances that result in Optionee's representations or warranties set forth in Sections 5.3 not being true as of the Closing, the Optionee shall disclose such facts or circumstances in such certificate (the ***"Optionee Certificate"***);

(d) Such evidence as the Title Company may require as to the authority of the person or persons executing documents on behalf of Optionee;

(e) Such affidavits as may be customarily and reasonably required by the Title Company; and

(f) Such additional documents, including written escrow instructions consistent with this Agreement, as may be reasonably necessary for conveyance of the Property in accordance with this Agreement.

7.5 Closing. When the Title Company has received all documents identified in Sections 7.3 and 7.4, and has received written notification from Optionee and Owner that all conditions to Closing have been satisfied or waived; and the Title Company is irrevocably committed to issue the USC Title Policy, and the Owner Title Policy, each as described in Section 8, then, and only then, the Title Company shall take the following actions in the following chronological order:

(a) Record in the Official Records the Memorandum of Lease (marked for return to Optionee) against the Land;

(b) Issue the USC Title Policy to Optionee, and issue the Owner Title Policy to Owner;

(c) Deliver to Optionee: (i) a conformed copy (showing all recording information thereon) of the Memorandum of Lease, (ii) a fully executed original of the New Lease; and (iii) the Owner Certificate;

(d) Deliver to Owner: (i) a conformed copy (showing all recording information thereon) of the Memorandum of Lease, (ii) a fully executed original of the New Lease; and (iii) the Optionee Certificate.

7.6 Closing Costs. As additional consideration for the lease of the Property pursuant to the New Lease, Optionee shall pay all escrow and recording fees and other closing costs charged by the Title Company, including, but not limited to, the cost of the USC Title Policy. Optionee shall also be obligated to pay the cost of the Owner Title Policy, except to the extent the cost of such policy is attributed to endorsements requested by Owner. Owner shall pay that portion of the cost of the Owner Title Policy attributed to endorsements requested by Owner.

Section 8. CONDITIONS PRECEDENT.

8.1 Optionee's Conditions. Optionee's obligations under this Agreement to Close Escrow are subject to the fulfillment of the following conditions at or prior to the Closing Date, each of which shall be deemed waived unless Optionee exercises its rights pursuant to Section 8.3 below to terminate the Agreement or to extend the time for the Closing:

(a) **Representations and Warranties**. Owner's representations and warranties contained in Section 5.2, as restated as of the Closing in the Owner Certificate, shall be true in all material respects at and as of the Closing.

(b) **No Exceptions**. Optionee shall not object to any material qualification or any exceptions of any kind to any of the representations or warranties set forth in the Owner Certificate.

(c) **Performance**. Owner shall have performed and complied in all material respects with all covenants, agreements, terms and conditions required by this Agreement to be performed or complied with by Owner prior to or at the Closing.

(d) **Title Policy**. The Title Company shall at the Closing be irrevocably and unconditionally committed to deliver the following (the ***"USC Title Policy"***) to Optionee (i) a CLTA leasehold policy of title insurance (or equivalent successor title insurance), with liability to be determined at the time of Closing, insuring leasehold title to the Property vested in Optionee and containing such endorsements as Optionee shall reasonably request, or (ii) if (A) Optionee shall have so requested of Title Company, and (B) delivered all surveys to Title Company necessary for the issuance of the title policy described in this clause (ii), an ALTA extended coverage leasehold policy of title insurance (or equivalent successor title insurance), and containing such endorsements as Optionee shall reasonably request.

(e) **No Litigation**. There shall exist no pending or threatened actions, suits, arbitrations, claims, attachments, proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings by or against Owner that would materially and adversely affect Owner's ability to perform its obligations under this Agreement.

8.2 Owner's Conditions. Owner's obligations under this Agreement to Close Escrow are subject to the fulfillment of the following conditions at or prior to the Closing Date, each of which shall be deemed waived unless Owner exercises its rights pursuant to Section 8.3 below to terminate the Agreement or to extend the time for the Closing:

(a) **Representations and Warranties**. Optionee's representations and warranties contained in Section 5.3, as restated as of the Closing in the Optionee Certificate, shall be true in all material respects at and as of the Closing.

(b) **No Exceptions**. Owner shall not object to any material qualification or any exceptions of any kind to any of the representations or warranties set forth in the Optionee Certificate.

(c) **Performance**. Optionee shall have performed and complied in all material respects with all covenants, agreements, terms and conditions required by this Agreement to be performed or complied with by Optionee prior to or at the Closing, and no default (that continues beyond all applicable notice and cure periods) of any material term has occurred under the USC Lease, or the Direct Lease, as applicable, following the delivery of the Option Notice.

(d) **No Litigation**. There shall exist no pending or threatened actions, suits, arbitrations, claims, attachments, proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings by or against Optionee that would materially and adversely affect the ability of Optionee to perform its obligations under this Agreement.

(e) **Title Policy**. The Title Company shall at the Closing be irrevocably and unconditionally committed to deliver to Owner a CLTA owner's policy of title insurance (or equivalent successor title insurance), with liability to be reasonably determined at the time of Closing, insuring fee title to the Land vested in Owner, showing the New Lease as a valid encumbrance, and containing such endorsements as Owner shall reasonably request (the ***"Owner Title Policy"***).

(f) **Approval of Supporting Documentation**. The Owner has approved of the Supporting Documentation as set forth in Section 3.

8.3 Failure of Conditions. So long as a party is not in default hereunder, if any condition to such party's obligation to proceed with the Closing hereunder has not been satisfied as of the Closing or any other applicable date specified in this Agreement, such party may, in its sole discretion, either (a) terminate this Agreement by delivering written notice to the other party on or before the Closing Date, (b) extend the time available for the satisfaction of such condition, or (c) elect to close, notwithstanding the non-satisfaction of such condition, in which event such party shall be deemed to have waived any such condition. If such party elects to proceed pursuant to clause (b) above, and such condition remains unsatisfied after the end of such extension period, then, at such time, such party may elect to proceed pursuant to either clause (a) or (c) of the preceding sentence. In the event the failure of a condition precedent for the benefit of either party is not satisfied due to a breach of this Agreement by the other party, the benefitted party's rights and remedies shall be as set forth in Section 9 (for example, a failure or refusal to perform a party's obligations under this Agreement or actions resulting in a material title defect).

Section 9. DEFAULT; REMEDIES.

9.1 Owner Default. In the event Owner refuses to consummate the transaction contemplated by this Agreement or in the case of any other default or breach by Owner hereunder, Optionee shall give Owner written notice of such default or breach and shall provide Owner with thirty (30) days to cure the default or breach. In the event Owner fails to cure the default or breach within such thirty (30) day period, Optionee shall be entitled to (i) seek specific performance to enjoin Owner to cure such default or breach and consummate the transaction contemplated by this Agreement; (ii) exercise self-help and cure Owner's default or breach, the commercially reasonable cost of such cure to be offset from any rental obligation Optionee has to Owner; (iii) pursue any rights and remedies available to Optionee in law and in equity; and/or (iv)

terminate the Option. Upon any termination by Optionee under this Section 9.1, Optionee shall be entitled to all rights and remedies available to it at law or in equity, including the right to receive a refund of all Option Consideration previously paid. Additionally, Optionee may terminate the Option if any condition to Closing contained in Section 8.1 has not been satisfied or waived by Optionee in writing by the Closing Date. Notwithstanding anything set forth above, Optionee shall not be entitled to recover any monetary damages from the Owner in the event the Owner defaults or breaches this Agreement and fails to convey the Property (other than a refund of the Option Consideration) except if such failure is the result of Owner's refusal to convey the Property and (i) all Owner's Conditions have been satisfied; and (ii) Optionee is not in default under this Agreement, the USC Lease or the Direct Lease, as applicable, beyond all applicable notice and cure periods. In the event that the terms and conditions of the preceding sentence have been satisfied and the remedies of specific performance and self-help do not result in effectuating the New Lease contemplated herein, Optionee shall be entitled to the monetary damages Optionee may establish through litigation or mutual agreement.

9.2 Optionee Default. In the case of any default or breach by Optionee hereunder, Owner shall give Optionee written notice of such default or breach and shall provide Optionee with thirty (30) days to cure the default or breach. In the event Optionee fails to cure the default or breach within such thirty (30) day period, Owner may terminate the Option. Additionally, Owner may terminate the Option in the event of (i) any termination of the USC Lease or Direct Lease, as applicable, as a result of Optionee's default thereunder, or (ii) if any condition to Closing contained in Section 8.2 has not been satisfied or waived by Owner in writing by the Closing Date. Owner's sole remedy for any default or breach by Optionee hereunder shall be terminating the Option; in no event shall Owner be entitled to any damages from Optionee.

Section 10. MISCELLANEOUS PROVISIONS.

10.1 No Brokers, Finders, Etc. None of the parties has engaged any agent, broker, finder or investment or commercial banker in connection with the negotiation, execution or performance of this Agreement, or the transactions contemplated hereby.

10.2 Expenses. Except as specifically set forth herein, whether or not the transaction contemplated by this Agreement is consummated, each of the parties shall pay their own fees and expenses incident to the negotiation, preparation, execution, delivery and performance of this Agreement.

10.3 Complete Agreement; Waiver and Modification, Etc. This Agreement, in conjunction with the USC Lease, the Coliseum Option, and the NDA, constitutes the entire agreement between the parties hereto and thereto pertaining to the subject matter hereof and thereof and supersedes all prior and contemporaneous agreements and understandings of the parties. There are no representations, warranties, covenants or conditions by or benefiting any party except those expressly stated or provided for in this Agreement, the USC Lease, the Coliseum Option, and the NDA, any implied representations, warranties, covenants or conditions being hereby expressly disclaimed. No person or entity other than the parties to this Agreement have any rights or remedies under or in connection with this Agreement, except rights or remedies validly assigned hereunder. No amendment, supplement or termination of or to this Agreement, and no waiver of any of the provisions hereof or thereof, shall require the consent of any person or entity other than the parties hereto, nor shall any such amendment, supplement, termination or waiver be binding on a party to this Agreement unless made in a writing signed by such party.

10.4 Communications. Whether expressly so stated or not, all notices, demands, requests and other communications required or permitted by or provided for in this Agreement (***"Communications"***) shall be given in writing to the parties at their respective addresses set forth below, or at such other address as a party shall designate for itself in writing in accordance with this Section:

Owner:

California Science Center
700 Exposition Park Drive
Los Angeles, CA 90037
Attention: Exposition Park Manager

And

Natural Resources Agency
1416 Ninth Street, Suite 1311
Sacramento, CA 95814
Attention: Secretary, Natural Resources Agency

And

Department of General Services
Real Estate Services Division – Sold
707 Third Street, Fifth Floor
P.O. Box 989052
West Sacramento, CA 95798-9052
Attention: Director, Department of General Services

Optionee:

University of Southern California
Department of Real Estate & Asset Management
University Park Campus, UGW-110
Los Angeles, CA 90089-7271
Attention: Vice President

With a copy to:

University of Southern California
Office of the General Counsel
University Park Campus, ADM 352
Los Angeles, CA 90089-5013
Attention: General Counsel

Communications may be transmitted (a) by personal delivery, (b) by delivery by messenger, express or air courier or similar courier, and (c) by delivery by United States first class certified or registered mail, postage prepaid. Except as otherwise provided in this Agreement, delivery or service of any Communication shall be deemed effective only upon receipt, and receipt shall be deemed to have occurred when the Communication was delivered to the specified address without regard to whether or not a representative of the addressee was present to receive the Communication; *provided*, any Communication delivered after 5:00 P.M. local time of

place of receipt, or on a day other than a business day, shall be deemed received on the next succeeding business day.

10.5 Law Governing; Construction. This Agreement shall be interpreted in accordance with and governed by the laws of the State of California. This Agreement shall be given a fair and reasonable construction in accordance with the intention of the parties and without regard to, or aid of, Section 1654 of the California Civil Code.

10.6 Headings; References; "Hereof," Etc. The Section headings in this Agreement are provided for convenience only, and shall not be considered in the interpretation hereof or thereof. References in this Agreement to Sections or Schedules refer, unless otherwise specified, to the designated Section of or Schedule to this Agreement, and terms such as "herein," "hereto" and "hereof" used in this Agreement refer to this Agreement as a whole.

10.7 Successors and Assigns. Optionee may not assign its rights under this Agreement to any party without the consent of Owner, which may be withheld in Owner's sole and absolute discretion. Notwithstanding the foregoing to the contrary, Optionee shall be permitted to assign its rights under this Agreement to any person or entity which directly or indirectly controls, is controlled by or is under common control with Optionee, or to any person or entity resulting from a merger or consolidation with Optionee, or to any person or entity which acquires all the assets of Optionee's business as a going concern pursuant to a written agreement, reasonably acceptable to Owner, provided that (i) such assignment or sublease is not a subterfuge to avoid the application of the provisions of this Section 10.7, (ii) the assignee assumes, in full, the obligations of Optionee hereunder, (iii) Optionee provides Owner with written notice of any such assignment ("**Affiliate Transfer**").

10.8 Severability. If for any reason any provision of this Agreement shall be held invalid, illegal or unenforceable in whole or in part in any jurisdiction, then that provision shall be ineffective only to the extent of that invalidity, illegality or unenforceability and in that jurisdiction only, without in any manner affecting the validity, legality or enforceability of the unaffected portion and the remaining provisions in that jurisdiction or any provision of this Agreement in any other jurisdiction.

10.9 Cumulative Rights and Remedies. The rights and remedies of each party under this Agreement are cumulative, except as otherwise expressly provided.

10.10 Survival of Representations and Warranties. Except as otherwise expressly provided in this Agreement, all representations, warranties, covenants and agreements of the parties contained in this Agreement shall be considered material and shall be effective and survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby and thereby notwithstanding any investigation of the matters covered thereby by or on behalf of any party benefited by any such representation, warranty, covenant or agreement or any knowledge (actual or constructive) on the part of any party benefited by any such representation, warranty, covenant or agreement as to the truth or accuracy (or falseness or inaccuracy) thereof.

10.11 Further Assurances. From time to time and at any time after the execution and delivery hereof, each of the parties, at their own expense, shall execute, acknowledge and deliver any further instruments, documents and other assurances reasonably requested by another party, and shall take any other action consistent with the terms of this Agreement that may

reasonably be requested by another party to evidence or carry out the intent of or to implement this Agreement.

10.12 Counterparts; Separate Signature Pages. This Agreement may be executed in any number of counterparts, or using separate signature pages. Each such executed counterpart and each counterpart to which such signature pages are attached shall be deemed to be an original instrument, but all such counterparts together shall constitute one and the same instrument.

10.13 Time. Whether expressly so stated or not in connection with any obligation, time is of the essence in the performance of each party's respective obligations under this Agreement, and no notice of a party's intent to require strict compliance with any of the deadlines set forth in this Agreement is required. In the event that any time period set forth in this Agreement would otherwise expire on a Saturday, Sunday or holiday, such time period shall be automatically extended to the next business day.

10.14 Estoppel Certificates. Each party shall, from time to time upon fifteen (15) days' prior request by another party, execute, acknowledge and deliver to the requesting party a certificate signed by an authorized representative of such party stating that to the knowledge of such party this Agreement (a) is or is not in full force and effect, (b) is or is not unmodified (and, if modified, the details of the modification(s)), and (c) that default(s) do or do not exist hereunder (and if defaults do exist, the nature thereof to the extent known).

[Signatures on the following page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date of this Agreement.

Optionee:

UNIVERSITY OF SOUTHERN CALIFORNIA,
a California nonprofit corporation

By: C. C. Nikias

Name: Chrysostomos L. Nikias
Title: President

Owner:

CALIFORNIA SCIENCE CENTER
(a/k/a Sixth District Agricultural District)

By: _____

Name: Fabian R. Wesson
Title: Chair, Board of Directors

APPROVED:

DEPARTMENT OF GENERAL SERVICES

By: _____

Name: _____
Title: _____

APPROVED:

CALIFORNIA NATURAL RESOURCES AGENCY

By: _____

Name: _____
Title: _____

APPROVED AS TO FORM

Department of General Services, Office of Legal Services

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date of this Agreement.

Optionee:

UNIVERSITY OF SOUTHERN CALIFORNIA,
a California nonprofit corporation

By: _____

Name: Chrysostomos L. Nikias
Title: President

Owner:

CALIFORNIA SCIENCE CENTER
(a/k/a Sixth District Agricultural District)

By: _____

Name: Fabian R. Wesson
Title: Chair, Board of Directors

APPROVED:

DEPARTMENT OF GENERAL SERVICES

By: _____

Name: _____
Title: _____

APPROVED:

CALIFORNIA NATURAL RESOURCES AGENCY

By: _____

Name: _____
Title: _____

APPROVED AS TO FORM

Department of General Services, Office of Legal Services

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date of this Agreement.

Optionee:

UNIVERSITY OF SOUTHERN CALIFORNIA,
a California nonprofit corporation

By: _____

Name: _____
Title: _____

Owner:

CALIFORNIA SCIENCE CENTER
(a/k/a Sixth District Agricultural District)

By: _____

Name: _____
Title: _____

APPROVED:

DEPARTMENT OF GENERAL SERVICES

By: Fred Klass

Name: Fred Klass
Title: Director

APPROVED:

CALIFORNIA NATURAL RESOURCES AGENCY

By: _____

Name: _____
Title: _____

APPROVED AS TO FORM

Department of General Services, Office of Legal Services

By: B H Kim
Name: Bryan H. Kimura
Title: Attorney III

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date of this Agreement.

Optionee:

UNIVERSITY OF SOUTHERN CALIFORNIA,
a California nonprofit corporation

By: _____

Name: _____
Title: _____

Owner:

CALIFORNIA SCIENCE CENTER
(a/k/a Sixth District Agricultural District)

By: _____

Name: _____
Title: _____

APPROVED:

DEPARTMENT OF GENERAL SERVICES

By: _____

Name: _____
Title: _____

APPROVED:

CALIFORNIA NATURAL RESOURCES AGENCY

By: John Laird

Name: John Laird
Title: Secretary

APPROVED AS TO FORM

Department of General Services, Office of Legal Services

By: _____
Name: _____
Title: _____

SCHEDULE 1.1

[see attached]

LEGAL DESCRIPTION OF THE PROPOSED SPORTS ARENA SITE

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

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

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

ALSO EXCEPT any portion included within Lot P of said Southern District Agricultural Park and adjoining lots.

Recording Requested by and
When Recorded, Return to:

University of Southern California
Dept. of Real Estate & Asset Management
University Park Campus, UGW-110
Los Angeles, CA 90089-7271
Attn: Vice President

(Space above this line for Recorder's use)

MEMORANDUM OF LEASE OPTION AGREEMENT

This MEMORANDUM OF LEASE OPTION AGREEMENT ("***Memorandum***"), is executed as of September 4, 2013 (the "***Execution Date***"), by the CALIFORNIA SCIENCE CENTER (also known as the Sixth District Agricultural Association) (***"Owner"***).

Owner owns property more particularly described in **Exhibit A** (the "***Property***"). Notice is hereby given that for One Thousand Dollars and other valuable consideration, Owner hereby grants to the UNIVERSITY OF SOUTHERN CALIFORNIA ("***Optionee***") an option to lease the Property (the "***Option***") on and subject to the terms and conditions contained in that certain Lease Option Agreement between Owner and Optionee dated as of September 4, 2013 (as originally executed and as amended thereafter from time to time in accordance with its terms, the "***Option Agreement***").

The Option shall terminate and be without further force or effect unless exercised on or before the time provided in the Option Agreement, which shall be no later than July 31, 2053. If Optionee fails to give notice of its exercise of the Option within the time and in the manner provided in the Option Agreement, this Memorandum shall terminate. In the event the Option expires or terminates prior to Optionee's exercise of the Option, Optionee shall execute and record a quitclaim deed in favor of Owner of all of Optionee's right, title and interest (if any) in the Property.

This Memorandum is being made and entered into solely for the purpose of providing notice of the Option Agreement. In the event of any conflict between this Memorandum and the Option Agreement, the Option Agreement shall control.

[*Remainder of page intentionally left blank - signature page follows*]

IN WITNESS WHEREOF, the undersigned have executed this Memorandum as of the Execution Date.

Owner:

CALIFORNIA SCIENCE CENTER

(a/k/a Sixth District Agricultural District)

By: Fabian R. Wesson

Name: Fabian R. Wesson

Title: Chair, Board of Directors

APPROVED:

DEPARTMENT OF GENERAL SERVICES

By: _____

Name: _____

Title: _____

APPROVED:

CALIFORNIA NATURAL RESOURCES AGENCY

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

DEPARTMENT OF GENERAL SERVICES, OFFICE OF LEGAL SERVICES

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the undersigned have executed this Memorandum as of the Execution Date.

Owner:

CALIFORNIA SCIENCE CENTER

(a/k/a Sixth District Agricultural District)

By: _____

Name: _____

Title: _____

APPROVED:

DEPARTMENT OF GENERAL SERVICES

By: _____

Name: _____

Title: _____

APPROVED:

CALIFORNIA NATURAL RESOURCES AGENCY

By: John Laird

Name: John Laird

Title: Secretary for Natural Resources

APPROVED AS TO FORM:

DEPARTMENT OF GENERAL SERVICES, OFFICE OF LEGAL SERVICES

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the undersigned have executed this Memorandum as of the Execution Date.

Owner:

CALIFORNIA SCIENCE CENTER

(a/k/a Sixth District Agricultural District)

By: _____

Name: _____

Title: _____

APPROVED:

DEPARTMENT OF GENERAL SERVICES

By: Fred Klass

Name: Fred Klass

Title: Director

APPROVED:

CALIFORNIA NATURAL RESOURCES AGENCY

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

DEPARTMENT OF GENERAL SERVICES, OFFICE OF LEGAL SERVICES

By: BHK

Name: Bryan H. Kimura

Title: Attorney III

California Science Center

State of California)
)
County of Los Angeles)

On September 5, 2013, before me, Valerie D. Hickman,
personally appeared FABIAN R. WESSON,
who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/are subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature Valerie D. Hickman (Seal)

VALERIE D. HICKMAN
Commission # 1949164
Notary Public - California
Los Angeles County
My Comm. Expires Sep 18, 2016

Natural Resources Agency

State of California)
)
County of _____)

On September ___, 2013, before me, _____,
personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature _____ (Seal)

California Science Center

State of California)
)
County of Los Angeles)

On September ___, 2013, before me, _____,
personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature _____ (Seal)

Natural Resources Agency

State of California)
)
County of _____)

On September 4, 2013, before me, Melinda Jacobs, Notary Public
personally appeared John Scott Laird,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature John Laird (Seal)

MELINDA F. JACOBS
COMM. #1893322
Notary Public - California
Sacramento County
My Comm. Expires June 29, 2014

Department of General Services

State of California)
)
County of Yolo)

On September 5, 2013, before me, Kimberley Tsumura, Notary,
personally appeared Bryan H. Kienlen,
who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature Kimberley Tsumura (Seal)

KIMBERLEY TSUMURA
Commission # 1939298
Notary Public - California
Yolo County
My Comm. Expires Jun 30, 2015

Department of General Services,
Office of Legal Services

State of California)
)
County of Yolo)

On September 5, 2013, before me, Kimberley Tsumura, Notary,
personally appeared Fred Klass,
who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature Kimberley Tsumura (Seal)

KIMBERLEY TSUMURA
Commission # 1939298
Notary Public - California
Yolo County
My Comm. Expires Jun 30, 2015

EXHIBIT A

The Property

[see attached]

LEGAL DESCRIPTION OF THE PROPOSED SPORTS ARENA SITE

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

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

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

ALSO EXCEPT any portion included within Lot P of said Southern District Agricultural Park and adjoining lots.

SCHEDULE 4

New Lease

SPORTS ARENA LEASE

LEASE AND AGREEMENT

BY AND BETWEEN

CALIFORNIA SCIENCE CENTER

AND

UNIVERSITY OF SOUTHERN CALIFORNIA

December 31, 2054

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LEASE AND AGREEMENT

This LEASE AND AGREEMENT (this "***Agreement***") is made and entered into as of December 31, 2054 (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 the UNIVERSITY OF SOUTHERN CALIFORNIA, a California nonprofit public benefit corporation ("***Tenant***").

RECITALS

A. Landlord is the owner of the Los Angeles Memorial Sports Arena and its surrounding grounds, as more particularly described on the attached **Exhibit A** (the "***Sports Arena Property***" or the "***Premises***").

B. The Los Angeles Memorial Sports Arena Commission ("***Commission***") previously leased the Sports Arena Property from Landlord pursuant to a lease originally dated January 3, 1956, amended as of February 13, 2008, for a term that expired on December 31, 2054 (the "***District Lease***"). Tenant and the Commission entered into that certain Second Amendment to Lease and Agreement dated July 29, 2013 in which Tenant subleased the Premises from the Commission (the "***Prior Agreement***"), commencing on July 29, 2013 (the "***Prior Agreement Commencement Date***").

C. The District Lease and Prior Agreement have both since expired or otherwise terminated and Landlord now desires to enter into this Agreement effective as of the Commencement Date to allow for Tenant's ongoing lease of the Premises in order to ensure the continuing operation of the Sports Arena Property as a public event venue, in compliance with the public benefit requirements set forth in the District Lease.

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.

2.2 Other Property. In connection with the lease of the Premises, Landlord hereby transfers to Tenant for the Term a leasehold interest in the property described on **Schedule 2.2-1**, to the extent such property is owned by Landlord or leased by Landlord from a third party and was previously leased by Tenant from Commission pursuant to the Prior Agreement (collectively, the "***Other Property***"). The Other Property is leased to Tenant with absolutely no representations or warranties of any kind or character, express or implied, including but not limited to any warranty as to fitness for any particular purpose. With respect to any licenses, contracts, leases and other agreements included on **Schedule 2.2-1**, as of the Commencement Date Landlord shall be deemed to have assigned to Tenant Landlord's rights, title and interest in and to such licenses, contracts, leases and other agreements arising or accruing during the Term of this Agreement, and Tenant shall be deemed to have assumed the performance of all of Landlord's obligations and liabilities under such licenses, contracts, leases and agreements arising or accruing during the Term of this Agreement

2.3 Prior Agreement. This Agreement will supersede in its entirety the Prior Agreement effective as of the Commencement Date.

2.4 Acceptance. Prior to entering into this Agreement, Tenant has operated in and on the Sports Arena Property pursuant to the Prior Agreement. In addition, Tenant has made an independent examination of the Sports Arena Property and the remainder of the Premises and all matters related to Tenant's decision to enter into this Agreement. Tenant does not rely on, and Landlord does not make, any express or implied representations or warranties as to any matters relating to the Premises. Tenant accepts the Premises in their existing "as-is" condition, with all faults and defects. Tenant hereby waives, releases and relinquishes any and all rights, claims, suits, causes of action, remedies, liabilities and damages against Landlord and Landlord's constituent entities, and its and their officers, directors, commissioners, officials, agents, employees and contractors (collectively, "***Landlord Parties***") based upon any defects in the physical condition of the Premises existing as of the Effective Date, regardless of whether such condition was known or unknown as of the Effective Date.

3. Term.

3.1 Initial Period. The term of the lease of the Premises to Tenant pursuant to this Agreement (the "***Term***") shall commence as of December 31, 2054 (the "***Commencement Date***"). The Term shall continue until the last day of the month preceding the fifteenth anniversary of the Commencement Date, unless the Term is sooner ended or extended pursuant to the provisions of this Agreement. For all purposes under this Agreement, the Term shall include any Extension Term for which an Extension Option is exercised under Section 3.2 below.

3.2 Extension Options. Landlord hereby grants Tenant three (3) successive options to extend the Term (the "***Extension Options***") for the periods set forth below (each, an "***Extension Term***" and collectively, the "***Extension Terms***"), unless the Term is sooner ended pursuant to the provisions of this Agreement:

(a) From the day after the fifteenth anniversary of the Commencement Date to and including the thirtieth anniversary of the Commencement Date;

(b) From the day after the thirtieth anniversary of the Commencement Date to and including the forty-fifth anniversary of the Commencement Date;

(c) From the day after the forty-fifth anniversary of the Commencement Date to and including December 31, 2111.

3.3 Manner and Time of Exercise of Extension Options. Subject to Section 3.4 below, each Extension Option shall be considered automatically exercised, and each Extension Term shall commence on the date after the expiration of the prior Term, unless Tenant notifies Landlord in writing not less than one (1) year prior to the then-scheduled expiration of the Term of its affirmative election not to exercise such Extension Option. One year prior to the commencement of any Extension Option, Tenant shall provide to Landlord the Base Rent Documentation required pursuant to Section 4.1(a).

3.4 No Existing Defaults. Tenant shall have the right in its sole and absolute discretion to elect not to exercise an Extension Option. Notwithstanding any contrary provision of this Section 3.4 or Section 3.3 above, if as of the commencement date of any Extension Term or the date on which Tenant is required to deliver to Landlord the Base Rent Documentation required pursuant to Section 4.1(a) below, Tenant is in Default of this Agreement (i.e., after any written notice and cure period applicable under Section 16.1 of this Agreement), then, at Landlord's election by written notice to Tenant at any time not later than thirty (30) days after the date that such Extension Term would have commenced, the Term shall not be extended for such Extension Term, and this Agreement shall terminate as of the later of (a) the expiration date of the prior Term, or (b) thirty (30) days after such written notice from Landlord.

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 $_____. Prior to the commencement of an Extension Term, Base Rent shall be recalculated to reflect the Fair Market Rental Value of the Sports Arena Property as of the commencement date of the Extension Term. "**Fair Market Rental Value**" means, as of the time of determination, the arms-length fair market annual rental rate for the Sports Arena Property, which shall be determined as set forth below, using the appraisal methodology that was used by the Parties for determining the Base Rent as of the Commencement Date. The Base Rent shall be due and payable upon the Commencement Date, and on each annual anniversary of the Commencement Date. Payment of the Base Rent shall be deemed to include and satisfy all of Tenant's responsibilities and obligations to pay its pro-rata share of the costs of the Sixth District Agricultural Association's "Common Area Services" (for example, services provided by the Office of the Park Manager; landscaping, maintenance, and janitorial services for the Exposition Park grounds; office of park security and safety services), and Tenant shall not be charged or otherwise responsible for any additional costs associated with Common Area Services during the term of this Agreement. The Fair Market Rental Value of the Sports Arena Property as of each Extension Term Commencement Date shall be determined as follows:

(a) Meet and Confer. If Tenant has failed to opt out of any Extension Term (in accordance with Section 3.3 above), no later than three hundred (300) days prior to the

commencement of any Extension Term, the parties shall meet and confer in an effort to reach mutual agreement on the Fair Market Rental Value and Base Rent for the Extension Term. In order to assist the parties in their negotiations regarding the Base Rent, Tenant shall provide Landlord with three years of income and operating statements and any other financial data necessary to form an opinion on the net operating income for the Sports Arena Property as determined in accordance with GAAP ("NOI") for the last three Lease Years (collectively, the "**Base Rent Documentation**"). The NOI for the Sports Arena Property shall include NOI for any operator or sublessee of the Sports Arena Property. NOI shall also include all Naming Rights Revenue and any Trademark revenue received by Tenant or its operators or subtenants. Tenant and Landlord shall use the Base Rent Documentation to assist in their negotiation of the Fair Market Rental Value and Base Rent. If Tenant and Landlord agree on the Fair Market Rental Value within thirty (30) days after the initiation of the meet and confer process, then the agreed upon amount shall constitute the Base Rent for the purposes of this Agreement.

(b) Selection of Appraiser. If Tenant and Landlord are unable to agree upon the Base Rent pursuant to the meet and confer process, then either party may deliver to the other a written notice to select an appraiser (the "**Appraiser Selection Notice**"), and thereafter, Tenant and Landlord shall negotiate in good faith to identify a mutually acceptable Qualified Appraiser (as defined below) to determine the Fair Market Rental Value of the Sports Arena Property and the Base Rent for the applicable Extension Term. If the parties agreed on a mutually acceptable Qualified Appraiser, both Landlord and Tenant shall be identified as the client for purposes of the appraisal. If the parties are unable to agree on the Qualified Appraiser within thirty (30) days after the delivery of the Appraiser Selection Notice, each party shall select its own Qualified Appraiser within thirty (30) days thereafter. All appraisers selected pursuant to this Section 4.1 shall deliver written determination of the Fair Market Rental Value and Base Rent to both parties within one hundred twenty (120) days after the date of the delivery of the Appraiser Selection Notice. Each party shall pay the cost of the appraiser selected by such party and one-half of the cost of the mutually accepted appraiser, or the third appraiser (as described in subsection (d), below), as applicable.

(c) Base Rent Documentation. Tenant shall provide the Base Rent Documentation to each Qualified Appraiser prior to the commencement of any appraisals of the Sports Arena Property. Landlord and Tenant shall advise each Qualified Appraiser in writing as to the status of the meet and confer process, including any items that have been agreed upon between the parties, and any items that are disputed. Tenant and Landlord will provide the Qualified Appraisers any documentation requested and reasonably required to perform the appraisals. Landlord and Tenant may provide additional information to the Qualified Appraisers provided that any information provided by either party shall be provided to the other party and the other party's Qualified Appraiser.

(d) Determination of Fair Market Rental Value. If the parties have selected a mutually acceptable Qualified Appraiser, or if either party has failed to select its own Qualified Appraiser when required to do so, or one of the two selected appraisers fails to deliver its determination within the requisite time period, the single appraiser's determination of the Fair Market Rental Value shall be binding on both parties. If two appraisals are submitted, and if the two appraisals differ by less than ten (10) percent of the higher of the two, the average of the two shall be the Fair Market Rental Value and establish the Base Rent. If the two appraisals differ by

more than ten (10) percent of the higher of the two, then the two appraisers shall immediately (and in no event later than ten (10) days following the delivery of the appraisals) select a third Qualified Appraiser who will within thirty (30) days of his or her selection make a determination of the Fair Market Rental Value by selecting either the Fair Market Rental Value submitted by Tenant's appraiser or the Fair Market Rental Value submitted by Landlord's appraiser, which determination shall establish the Base Rent and be binding on both parties. The third appraiser shall not make an independent determination of the Fair Market Rental Value of the Sports Arena Property.

(e) Base Rent CPI Adjustment. Base Rent shall be adjusted as of the first day of each Lease Year (except in the first year of the Term and in any Lease Year in which Base Rent is established in accordance with this Section 4.1) in accordance with the published percentage increase, if any, in the CPI. CPI adjustments shall be made based on the published percentage change in the CPI between the last CPI published during the preceding Lease Year and the last CPI published during the next immediately preceding Lease Year. Base Rent, as adjusted for CPI, shall constitute the Base Rent for that Lease Year. If the CPI is discontinued or revised during the term, such other government index of computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the CPI had not been discontinued or revised.

(f) Definitions for Purposes of Section 4.1.

"**Qualified Appraiser**" means an appropriately licensed appraiser who MAI designated with the Appraisal Institute with not less than ten (10) years' experience appraising income producing properties, preferably with experience appraising sports venue properties and, if possible, historic properties.

4.2 Net Lease. 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.

4.3 No Other Rent. Landlord agrees that it shall not impose any rents, levy, charge or exaction not expressly set forth in this Agreement on the Premises or the Landlord Parking Areas, or Tenant's use thereof, other than charges imposed on the use of parking spaces in the Landlord Parking Areas that are consistent with charges imposed in other parking lots in the surrounding areas, (collectively "***Charges***") unless such Charges are applicable to other similarly situated venues in the State of California and such Charges are not specific and unique to the Premises or the events held therein. If such charges are imposed, the amount of such Charges shall be deducted from any and all other amounts due and owing to Landlord by Tenant hereunder such that the total amount due and payable to Landlord shall be as otherwise expressly set forth in this Agreement.

5. Permitted Use.

5.1 Permitted Use. Tenant acknowledges the Property may only be used for competitive sports; athletics; games; pageants; plays, celebrations; patriotic or religious gatherings; public recreation; motion picture production or display; public gatherings; festivals; exhibits; industrial, trade, horticultural or agricultural shows; conventions; and exhibitions and productions of a local, regional, national or international character; 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 Property 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 ("***Sports Arena Events***").

5.2 Event Scheduling:

(a) Scheduling of Events. All entities in Exposition Park shall be obligated to calendar and coordinate all events with the Exposition Park Manager who shall be an individual appointed by the Governor of the State of California. If the individual appointed by the Governor as Exposition Park Manager is concurrently an employee of (or otherwise then affiliated with) an Exposition Park entity (such Exposition Park entity, solely for purposes of this Section 6, a "***Related Entity***") and if a determination is made by the Exposition Park Manager under this Agreement in favor of the Related Entity with which determination one or more other Exposition Park entities shall disagree, the dispute shall be submitted to the Secretary of the Natural Resources Agency for determination in a timely manner. For purposes of this Section 5, each day of a multi-day Museum Event, Special Event or Major Event shall be considered a separate Museum Event, Special Event or Major Event for purposes of scheduling.

(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 5.2(b) and subject to Section 5.2(d) below.

(i) If Tenant is also leasing the Coliseum, Tenant shall have priority for calendaring its USC Home Football Games as well as Tenant's 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. Tenant shall provide its schedule for USC Home Football Games, its "Spring Game", and NFL Games as soon as such schedule is available and shall update it with the Exposition Park Manager as changes to the schedule are made, using commercially reasonable efforts to communicate such updates within three (3) business days of receipt of any such schedule changes.

(ii) (A) Each of the Natural History Museum, California Science Center and CAAM shall 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 Tenant 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 USC Home Football Games, NFL Games, Olympics and Special Olympics, or other Events already scheduled on the Exposition Park calendar, (2) in no event will such preclusion occur more than two Saturdays in any given calendar month, and(3) with respect to the Natural History Museum, the Natural History Museum will 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 and CAAM shall have priority to schedule up to nine (9) Museum Events each year (the "***Additional Museum Events***") , provided that Additional Museum Events cannot preclude USC Home Football Games, NFL Games, Olympics and Special Olympics or other Events already scheduled on the Exposition Park calendar. If an Additional Museum Event is scheduled, Tenant may schedule an event or Special Event that coincides or overlaps with the Additional Museum Event, so long as the anticipated attendance for the Tenant event or Special Event does not exceed 16,000. If Tenant 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, Tenant 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 or CAAM at the expense of Tenant 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 or CAAM, and therefore the Tenant 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, and (3) the EXPO Center shall have priority to calendar up to twenty-four (24) Special or Major Events each year, as long as, in each case, the Special or Major Events do not interfere with USC Home Football Games, NFL Games, Olympics and Special Olympics or other Events already scheduled on the Exposition Park calendar. Such calendaring priority shall also be subject to section 5.2(b)(iii) below.

(iii) By January 31st of each year, each of the Exposition Park entities 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 (ii)(B) of this Section 5.2(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 Tenant with respect

to a Tenant Event, on Tenant'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 paragraph (i) of this Section 5.2(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.

(iv) Subject to the foregoing priorities, each of the entities in Exposition Park may, at their sole discretion, calendar any other event, and the parking for any such event so calendared by an Exposition Park entity other than Tenant shall be subject to Section 7.3(a) below.

(v) 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 this Section 5.2(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 1 - 6, load out must be completed by 4 pm and Parking Lots, 4, 5, and 6 should only be used if Parking Lots 1, 2 and 3 all are unavailable due to other events in Exposition Park. No more than six (6) swap meets may be held in Parking Lots 1 - 6 in any given year.

(vi) Notwithstanding anything in the foregoing paragraphs (i) through (v) of this Section 5.2(b) to the contrary, if, at any time after the third (3rd) anniversary of the Effective Date, the number of Events held at the Premises, on an annual basis, for each of the previous three (3) years are less than the average number of Events held annually at the Premises during the five (5) years immediately preceding the Effective Date, and Tenant is able to demonstrate that the cause of the decreased number of Events is reasonably attributable to calendaring conflicts between Tenant and the other Exposition Park entities, thereafter, at the written request of Tenant (which may be via email), Tenant and Landlord shall meet and confer to negotiate an amendment to this Section 5.2(b) to address the scheduling of Museum Events with under 3000 in attendance, which amendment shall be reasonably satisfactory to both Tenant and Landlord. If, following Tenant's request to meet and confer, Tenant and Landlord do not reach agreement on such scheduling and/or have not executed an amendment to this Agreement memorializing such new scheduling on or before the date that is six (6) months after the date of Tenant's written request to meet and confer, then paragraph (ii)(A) of this Section 5.2(b) automatically shall be amended and restated to read as follows:

> "The Natural History Museum, California Science Center and CAAM collectively shall have priority to schedule up to six (6) Museum Events each year and designate such Museum Events as "***Significant Museum Events***" that preclude any other Tenant 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 USC Home Football Games, NFL Games, Olympics and Special Olympics, or other Events already scheduled on the Exposition Park calendar, and (B) in no event will such preclusion occur more than two Saturdays in any given calendar month. The Natural History Museum, California Science Center and CAAM may allocate among themselves the six (6) Significant Museum Events each year so long as no more than six (6) Significant Museum Events are scheduled within any calendar year."

(vii) Limitation on Major Events. Tenant may hold no more than a total of twenty-five (25) Major Events (including USC Football Home Games and Landlord Events) in the Premises each year, subject to Section 5.2(b) above. Notwithstanding the foregoing, anytime the Coliseum or Sports Arena is utilized for Olympic Events or Special Olympic Events, such events shall not count towards the twenty-five (25) Major Events Tenant is permitted to hold each year. Additionally, if the Coliseum is used on a temporary basis (not to exceed four consecutive years), by an NFL team for its home football games, such NFL Games shall not count towards Tenant's twenty-five (25) Major Events so long as the total number of Major Events held in the Coliseum and Sports Arena (excluding Olympic and Special Olympic events but including the NFL Games) does not exceed thirty (30) Major Events in any calendar year.

(c) 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 5.2(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.

5.3 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 Sports Arena Events.

5.4 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.

5.5 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.

6. Events.

6.1 Olympic Events. Tenant shall make the Sports Arena Property available for Events related to any Olympics hosted in the County of Los Angeles, as well as the 2015 International Special Olympics that will take place in Los Angeles, subject to the negotiation of costs, required modifications to the Premises, restoration of the Premises after the Olympic games by the relevant Organizing Committee, and other business issues to be negotiated with the organizers of such Events.

6.2 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 depicts the Sports Arena in the background, and the reciprocal "backdrop" fee payable by Tenant if the proposed "film shoot" activity occurs on the Premises but depicts other portions of Exposition Park in the background.

6.3 Events Involving Prospective-Age Students. Tenant shall have the authority to approve or deny any activities inside or on the Premises that primarily involve prospect-age students (e.g., high school athletic events) to the extent that the activity would cause a violation of applicable NCAA or Pac-12 bylaws, regulations, policies or procedures regarding prospective age students. In that regard, Tenant shall work with Landlord and the Office of Exposition Park Management (or its successor entity) regarding the scheduling of such activities and the fees to be charged to ensure compliance with NCAA and Pac-12 bylaws, regulations, policies and procedures.

7. Parking

7.1 Operations and Ownership. Throughout the Term of this Agreement, Landlord shall maintain ownership, management and operation of the parking facilities in Exposition Park that are currently owned by it, subject to USC's right to supervise and oversee operation of Game Parking as more particularly described in Section 7.2(d). Except as hereinafter provided in this Section 7.1, the parking facilities owned by Landlord are shown on **Schedule 7.1** (attached to this Agreement and incorporated herein by this reference) (collectively, the "***Landlord Parking Areas***") and shall be individually referred to herein as they are designated on Schedule 7.1, as Parking Lot 1 (which includes Parking Lot 1A), Parking Lot 2, Parking Lot 3, Parking Lot 4, Parking Lot 5, Parking Lot 6, and the Science Center Structure, Exposition Park Drive VIP, South Coliseum Drive VIP, and State Drive VIP. Parking Lot 1, Parking Lot 2, Parking Lot 3, Parking Lot 4, Parking Lot 5, and Parking Lot 6 shall be collectively referred to

herein as the "***Parking Lots 1 - 6***" and Exposition Park Drive VIP, South Coliseum Drive VIP, and State Drive VIP shall be collectively referred to herein as the "***VIP Parking Areas***" ; provided that until Landlord shall have acquired title to all of Parking Lot 1 and Parking Lot 3 from Commission, the definitions of "Landlord Parking Areas" and "Parking Lots 1 – 6" shall not include the portions of Parking Lot 1 and Parking Lot 3 not owned by Landlord; and in the event that any of Parking Lots 1- 6 and/or the State Drive VIP area are changed as contemplated by Section 15.10 of this Agreement, the definitions of "District Parking Areas" and "Parking Lots 1 – 6" (if applicable) automatically shall be modified to mean the District Parking Areas and Parking Lots 1- 6 (if applicable) as so changed.

7.2 [Reserved]

7.3 Parking for Other Special Events and Major Events. The terms and conditions of this Section 7.3 shall apply only on days when Special Events and Major Events are being held at the Coliseum or Sports Arena other than USC Home Football Games.

(a) Special Event Parking Permits.

(i) Three Additional Major or Special Events. For (i) up to three (3) additional Major Events and Special Events at the Sports Arena and the Coliseum (other than USC Home Football Games), Tenant has the right, but not the obligation, to purchase a special event parking permit from the Exposition Park Manager for the use of up to all of the Landlord Parking Areas, excluding the NHM Reserved Spaces (except as set forth in Section 7.5 below), if applicable, and, if such Events occur during the normal operating hours of California Science Center and CAAM, excluding the CSC/CAAM Reserved Spaces (provided that for Events occurring outside of the normal operating hours of the California Science Center and CAAM, Tenant agrees that Exposition Park Manager shall reserve thirty (30) of the CSC/CAAM Reserved Spaces for use by CSC and CAAM). Tenant and the Exposition Park Manager shall determine the Necessary Parking Spaces within three (3) business days (excluding Saturdays, Sunday and holidays) of Tenant placing the Major Event or Special Event on the Exposition Park event calendar. If the Exposition Park Manager shall fail to respond within three (3) business days of Tenant's placing a Special Event or Major Event on the Exposition Park event calendar, and if Tenant shall have included the amount of parking it believes necessary in conjunction with placing such Event on the Exposition Park event calendar (as required pursuant to Section 5.2(d)), the Necessary Parking Spaces shall be the number of parking spaces stated by Tenant. Tenant and Landlord shall, at least every five years, at the same time as the parking rates are updated, review the required number of spaces in the Science Center Structure reserved for the California Science Center/CAAM on Major Event and Special Event days (excluding USC Home Football Game days) taking into account attendance statistics at the California Science Center for the prior five years and shall mutually agree upon the number of spaces in the Science Center Structure to be made available to Tenant on such days, provided, however, in no event will the CSC/CAAM Reserved Spaces be less than 600. In no event shall any such review impact the number of parking spaces made available to Tenant on USC Home Football Game days, as set forth in Section 7.2 above.

(ii) All Other Special and Major Events. For all other Major Events and Special Events at the Sports Arena and the Coliseum (other than USC Home Football Games, and the three additional Special or Major Events referenced in Section 7.3(a)(i) above), Tenant has the right, but not the obligation, to purchase a special event parking permit from the Exposition Park Manager for (i) the use of up to all of Parking Lots 1 - 6, excluding the NHM Reserved Spaces (except as set forth in Section 7.5 below), if applicable, and (ii) for parking spaces in the Science Center Structure, but, solely with respect to the Science Center Structure, (A) only if such Events do not occur during the normal operating hours of the California Science Center and CAAM, and (B) if the California Science Center or CAAM has scheduled a Museum Event on the Exposition Park calendar for the same day and at times that overlap a Tenant Event contemplated by this Section 7.3.1(a)(ii), only for the number of spaces that the Exposition Park Manager has reasonably determined, in consultation with the California Science Center or CAAM, as applicable, are not commercially reasonably necessary for the concurrent Museum Event. Tenant shall not have any right to purchase parking spaces in the Science Center Structure during the normal operating hours of the California Science Center and CAAM except for USC Football Games and the three additional Special or Major Events referenced in Section 7.3.1(a)(i) above. Tenant and the Exposition Park Manager shall determine, in their commercially reasonable discretion, the Necessary Parking Spaces for the particular Special Event or Major Event within three (3) business days (excluding Saturdays, Sunday and holidays) of Tenant placing the Major Event or Special Event on the Exposition Park calendar. If the Exposition Park Manager shall fail to respond within three (3) business days of Tenant's placing a Special Event or Major Event on the Exposition Park event calendar, and Tenant shall have included the amount of parking it believes necessary in conjunction with placing such Event on the Exposition Park event calendar (as required pursuant to Section 5.2(d)), the Necessary Parking Spaces shall be the number of parking spaces stated by Tenant.

(iii) Parking Lot 1A. Tenant acknowledges and agrees that the Exposition Park Manager may withhold the use of Parking Lot 1A from the Necessary Parking Spaces and from the parking spaces purchased by Tenant under a special event parking permit if the Necessary Parking Spaces and the parking spaces under the special event parking permit can be accommodated elsewhere within the available parking in the Landlord Parking Areas.

(b) Special Event Parking Permit Fees. For Major Events and Special Events held at the Sports Arena or Coliseum other than USC Home Football Games, Tenant shall determine the initial number of parking spaces to be purchased under a special event parking permit for such an Event no later than ten (10) days after ticket sales for the Event begin. To the extent Tenant elects to purchase a special event parking permit, Tenant must elect to purchase at least twenty-five percent (25%) of the Necessary Parking Spaces for the Event in its initial purchase. The fee for the special event parking permit shall be equal to (x) (i) the daily rate charged in Exposition Park for museum patron parking *plus* (ii) a maintenance and security surcharge initially equal to Two Dollars ($2.00) (the "**Security Surcharge**"), which Security Surcharge shall be adjusted on every fifth (5) anniversary of the Effective Date to increase by the percentage increase in the CPI over the immediately preceding five-year period (so that, solely by way of example, if the CPI on the fifth anniversary of the Effective Date is 20% higher than the CPI on the Effective Date, then the Security Surcharge would increase to Two and 40/100 Dollars ($2.40)) (such sum, the "**Special Event Parking Space Fee**"), multiplied by (y) the initial number of parking spaces Tenant has determined to purchase under the special event

parking permit, which fee shall be paid by Tenant within ten (10) days after the ticket sales for the Event begin. In addition, if Tenant shall have purchased a special event parking permit for an Event as described above, Tenant shall have the right on any date prior to the date that is thirty (30) days prior to the date on which the Event is scheduled to occur, to extend the special event parking permit for the Event to cover additional parking spaces (to the extent USC is entitled to use such parking spaces pursuant to either Section 7.3(a)(i) or 7.3(a)(ii) and such parking spaces have not been allocated by the Exposition Park Manager, in its reasonable determination, to accommodate the reasonable anticipated parking needs of other events previously calendared by Exposition Park entities in accordance with Section 5.2 of this Agreement) by paying the Special Event Parking Space Fee for such parking spaces. To the extent that additional parking spaces are necessary for the Event, above and beyond the parking spaces purchased by Tenant under the special event parking permit for the Event, the Exposition Park Manager shall be entitled to operate the additional parking spaces for the Event and collect all revenue from such operation, provided that the Exposition Park Manager shall not charge a parking fee for such spaces that is less than the Designated Parking Rate for the Event, and provided further that the Exposition Park Manager shall make or hold available in the Landlord Parking Areas sufficient parking spaces so that, together with the parking spaces purchased by Tenant under the special event parking permit for the Event (which may be zero spaces if Tenant elects not to purchase a special event parking permit for the Event), the Necessary Parking Spaces shall be available for the Event on the date that the Event shall occur and for the appropriate time period for such Event, as commercially reasonably determined by the Exposition Park Manager in the manner described in Section 7.3(d) below.

(c) Parking Management. When Tenant has elected to purchase a special event parking permit for parking in Exposition Park for Special Events or Major Events other than USC Home Football Games, Landlord shall operate and manage all parking areas covered by the permit while the permit is in effect, at Landlord's sole cost and expense.

(d) Permit Term. Each special event parking permit will state the Permit Term for such special event parking permit.

(e) Bus Parking. If any of the Events described in Section 7.3(a) is held on a weekday, the special event parking permit for such Event shall require that Tenant accommodate bus parking for museum patrons in any of Parking Lots 1 – 6 (the exact location of such bus parking to be determined by the Exposition Park Manager in consultation with Tenant, based on the venue in which the Event is to be held) until three (3) hours prior to the commencement of the Event. If any of the Events described in Section 7.3(a) is held on a weekend, the special event parking permit for such Event shall require that Tenant accommodate bus parking for museum patrons in any of Parking Lots 1 - 6 (the exact location of such bus parking to be determined by the Exposition Park Manager in consultation with Tenant, based on the venue in which the Event is to be held) until three (3) hours prior to the commencement of the Event, provided that if the Event is a sports Event or other Event for which attendees are likely to arrive early and "tailgate" (such as soccer games), then the special event parking permit for such Event shall require that Tenant accommodate bus parking for museum patrons in any of Parking Lots 1 – 6 (the exact location of such bus parking to be determined by the Exposition Park Manager in consultation with Tenant, based on the venue in which the Event is to be held) until five (5) hours prior to the commencement of the Event. In addition to the foregoing, Tenant will (a)

arrange for bus parking for museum patrons from the end of the applicable bus parking period stated above (either three (3) or five (5) hours prior to the Event, as applicable) until one (1) hour prior to the commencement of the Event, which bus parking location shall be designated by Tenant either within Parking Lots 1 – 6, on the USC campus or at an alternative site within a reasonable distance of Exposition Park, and (b) to the extent within the control of Tenant, facilitate ingress and egress for such busses to be able to drop off and pick up museum patrons from the applicable museum facility.

(f) Parking Remittances. Prior to the date of an Event for which Tenant has purchased a special event parking permit, Tenant shall notify the Exposition Park Manager of the Designated Parking Rate for such Event, which notification, notwithstanding anything to the contrary in Section 17.11 below, may be made through an electronic communication, such as via facsimile transmission or email; and the Exposition Park Manager shall promptly notify the Operator of such Designated Parking Rate and the Permit Term to which such Designated Parking Rate applies. During the Permit Term for any special event parking permit, all parking purchased within the Landlord Parking Areas (other than museum patron parking), up to the number of parking spaces purchased under such special event parking permit, shall first be attributed to such special event parking permit (solely by way of example, (A) if the special event parking permit were for 1000 parking spaces and 800 parking spaces were actually purchased during the Permit Term for such special event parking permit, all 800 parking spaces purchased would be credited to Tenant under the special event parking permit; and (B) if the special event parking permit were for 1000 parking spaces and 1200 parking spaces were actually purchased during the Permit Term for such special event parking permit, the first 1000 parking spaces purchased would be credited to Tenant under the special event parking permit and the remaining 200 parking spaces purchased would be credited to the Landlord). Landlord shall cause the Operator to remit to Tenant, within two (2) business days after the occurrence of an Event for which Tenant shall have purchased a special event parking permit, an amount equal to the product of (x) the lesser of (i) the number of parking spaces purchased during the Permit Term of such special event parking permit and (ii) the number of parking spaces purchased by Tenant under such special event parking permit, multiplied by (y) the Designated Parking Rate applicable to such Event. Landlord shall use commercially reasonable efforts to cause its current agreement with the Operator (and shall cause all subsequent or successor agreements with the then-current Operator) to provide that (i) the Operator will comply with Section 7.2(d) and this Section 7.3(f), including, without limitation, the obligation to make timely the remittances to Tenant described above, (ii) the Operator will afford Tenant the opportunity, upon Tenant's written request, within fifteen (15) days following the occurrence of an Event for which Tenant shall have purchased a special event parking permit, to audit the Operator's books and records regarding the parking spaces purchased during the Permit Term for such special event parking permit, (iii) the Operator will promptly, and in no event later than five (5) business days after demand, pay to Tenant any underpayment of any remittance due to Tenant pursuant to this Section 7.3(f), as evidenced in Tenant's audit of the Operator's books and records, and (iv) that Tenant shall be a third-party beneficiary of the provisions described in the preceding three clauses of this sentence, as incorporated into the agreement between Landlord and the Operator, and shall have the right to enforce such provisions directly against the Operator with all rights and remedies at law and in equity for the Operator's default under or breach of any of such provisions; provided that if Landlord is not able, after using commercially reasonable efforts, to cause its current agreement with the Operator to be modified to incorporate the provisions

described in the preceding clauses (i) through (iv), Landlord shall cooperate with Tenant to cause Tenant to get the benefit of such clauses (so that Landlord causes Operator to comply with the provisions of this Section 7.3(f), to afford a timely audit of Operator's books and records by Tenant or by an independent auditor reasonably satisfactory to Tenant, and to timely pay to Tenant any underpayment due to Tenant as identified by any such audit). On or before the Effective Date and thereafter upon Tenant's request, Landlord shall provide evidence to Tenant reasonably satisfactory to Tenant that the provisions described in the immediately preceding sentence have been incorporated into Landlord's then-current agreement with the Operator.

(g) Parking Rates in the Absence of a Permit. If Tenant schedules an Event and elects not to purchase a special event parking permit for such Event, then the parking rate for the parking provided for the Event at the Landlord Parking Areas shall be set by the Exposition Park Manager in its sole discretion.

(h) Resale of Museum Spaces. Notwithstanding anything contained herein to the contrary, but subject to the order of parking attribution set forth in Section 7.3(f) above, Landlord shall be permitted, in its sole and absolute discretion, to sell Reserved Spaces to patrons of Special and Major Events at the Coliseum and Sports Arena; however, in no event shall Landlord sell or permit the sale of Reserved Spaces to patrons of Special and Major Events at the Coliseum and Sports Arena for a price per parking space less than the Designated Parking Rate for such Major or Special Event.

(i) Sports Arena Lease and Operation. In the event that at any time during the Term of this Agreement, Tenant is not leasing or otherwise operating the Sports Arena this Section 7.3 shall be amended to delete all references to the Sports Arena, without otherwise modifying any of Tenant's rights as set forth herein.

7.4 Maintenance of Parking Areas. Landlord shall maintain the Landlord Parking Areas in good order, condition and repair and in compliance with all Laws. Landlord shall deliver the parking areas covered by a special event parking permit to Tenant in the condition in which Landlord is required to maintain such areas, clean and free of all trash and other debris. When the special event parking permit expires, if Tenant shall have elected to staff the parking operations at the Game Parking in conjunction with Tenant's oversight and supervision, as provided in Section 7.2(d), Tenant shall return the Landlord Parking Areas covered by such permit to Landlord in same condition in which they were delivered to Tenant. In the event that Landlord fails to maintain the Landlord Parking Areas in good order, condition and repair and in compliance with all laws, Tenant shall provide Landlord with notice of the breach and a reasonable time period to cure such breach, which shall in no event exceed thirty (30) days' notice. If Landlord shall fail to cure such breach within the time period provided to cure the breach, Tenant shall be entitled to all rights and remedies available to it in law and in equity, including the right to cure the breach itself and offset the commercially reasonable cost of such work against any amounts Tenant owes or may owe Landlord in the future under this Agreement ("***Self-Help Rights***"). In the event that such breach constitutes an emergency or a threat of injury or death to visitors to Exposition Park, Tenant may immediately exercise Self-Help Rights without the need for notice to Landlord. Notwithstanding the foregoing to the contrary, Tenant and Landlord may negotiate adjustments in the special event permit fees in exchange for Tenant undertaking certain upgrades and maintenance of Parking Lots 1 – 6, subject to all applicable

state laws including procurement and contracting laws and rules and provided that all improvements and upgrades shall be subject to the normal state approval process.

7.5 NHM Parking. Tenant and the Landlord acknowledge that Tenant and the Natural History Museum have agreed that the Natural History Museum will, as soon as reasonably possible, but in no event less than one (1) month before the date of an Event scheduled on the calendar by Tenant, determine whether it needs to keep some or all of the NHM Reserved Spaces for its own use or whether some or all of the spaces can be released for the Tenant Event and shall so inform Tenant and the Exposition Park Manager. If the Natural History Museum determines that it does not need some or all of the NHM Reserved Spaces, Tenant may elect to add such released NHM Reserved Spaces to its special event parking permit for that Event by paying to the Exposition Park Manager the Special Event Parking Space Fee multiplied by the number of such released NHM Reserved Spaces requested by Tenant. If Tenant does not make such an election, the Exposition Park Manager shall make the released NHM Reserved Spaces available for the Event.

7.6 NHM Lease. Tenant acknowledges that certain lease between Landlord and the County of Los Angeles dated September 29, 2006 related to the Natural History Museum. Tenant further agrees to exclude from its special event parking permit up to an additional 375 parking spaces only on Saturdays, Sundays and official County holidays during normal public hours of the Natural History Museum when events occur in the Coliseum or Sports Arena with attendance between 10,000 and 25,000 people. The Natural History Museum will tell Tenant and the Exposition Park Manager how many of the additional 375 spaces the Natural History Museum needs for its museum patrons, using its commercially reasonable judgment regarding the impact to its attendance and admission and other revenue and expenses, during such event in the Coliseum or Sports Arena. Tenant has the option of providing these additional spaces in the Landlord Parking Areas (subject to Exposition Park Manager approval), or in USC parking structures A (Vermont Ave.), 1 (Figueroa Blvd.), or 2 (Flower St.). Tenant agrees to provide the Natural History Museum with the additional spaces in the lots or structures in the following order of priority, using Tenant's commercially reasonable judgment regarding the financial impact to Tenant and acknowledging the mutual desire to have patrons of the Coliseum/Sports Arena and the Natural History Museum park as close to their intended destinations as is reasonably possible: (1) Parking Lots 2 and 3; (2) any of the other Landlord Parking Areas; (3) USC parking structure A (Vermont Avenue); (4) USC parking structure 1 (Figueroa); and (5) USC parking structure 2 (Flower). The Natural History Museum has agreed with Tenant to release for any such Special Event any spaces that the Natural History Museum deems that it doesn't need for the event.

7.7 Parking Modernization. During the term of this Agreement, Landlord may elect to modernize its methods of collecting parking revenue and managing parking operations (such as, for example, installation of automated parking pay stations, inclusion of optional parking fee within ticket purchase or other similar systems or operational efficiencies). If Landlord desires to make any such modernizing changes to the Landlord Parking Areas, the management thereof and/or methods of collecting parking revenues, the parties agree to meet and confer about such changes, including ensuring that ingress and egress from the Landlord Parking Areas is not unreasonably delayed or hindered by the implementation of such changes, and the any resulting

additional changes that may need to be made with respect to the collection of parking remittances pursuant to Section 7.3(f).

8. Advertising, Signage and Trademarks.

8.1 General Right. Subject to the terms and conditions of this Section 8, Tenant shall have the right to install, maintain and replace within and on the exterior of the Sports Arena, 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 5, above, and Tenant shall comply with any applicable laws and requirements of governmental authorities having jurisdiction and shall obtain necessary permits for such purposes. Prior to installing Permanent Signage on the exterior of the Premises, Tenant shall submit the plans and rendering for such Permanent Signage to both of the California Science Center Board of Directors, on behalf of Landlord, and the Department of General Services, Deputy Director, Real Estate Services Division for review and approval, which approval shall not be unreasonably withheld, conditioned or delayed. If the Department of General Services, Deputy Director, Real Estate Services Division fails to approve the Permanent Signage within ten (10) days from receipt of the plans and renderings, then such Permanent Signage shall be deemed approved by the Department of General Services. If the Science Center Board of Directors fails to approve the Permanent Signage within thirty (30) days from receipt of the plans and renderings, then such Permanent Signage shall be deemed approved by Landlord. Other than complying with applicable terms and conditions of this Section 8, Tenant shall not be required to obtain Landlord's approval prior to installing temporary signage on the Premises.

8.2 Permanent Signage. Subject to the terms and provisions of this Section 8 and subject to Section 11.5 (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, including on any entry gate or concession stand or on the main structure of any video board or scoreboard.

(a) All signage shall be in compliance with the Coliseum District Specific Plan for signage adopted by the City of Los Angeles in 2009, a copy of which is attached as **Schedule 8.2(a)**, as such plan 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 Department of General Services, Deputy Director, Real Estate Services Division, granted in his or her 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 or that would result in a violation of NCAA, PAC-12 or International Olympic Committee rules or policies.

(c) Subject to the terms and conditions of this Section, Tenant shall have complete control over all digital content displayed on the scoreboards, video boards and elsewhere on the Premises.

8.3 Temporary Décor. Subject to the terms and conditions of this Section, Tenant shall have sole, exclusive and complete control over all temporary stadium decor (graphics, flags, signs, pennants, balloons, etc.), including, without limitation, color and design, *provided that* items of decor shall not in any manner create a danger to any spectator, participant or other Person. Tenant shall have the right to utilize draping and banners for decoration and to cover seat sections where necessary in the discretion and at the expense of Tenant. Draping and banners used for commercial purposes shall be subject to the provisions of Section 8.4 below. The installation and removal of such items of temporary décor shall be at Tenant's sole cost, and Tenant shall remove items of decor as and when required under applicable Laws.

8.4 Temporary Signage. Subject to the terms and conditions of this Section, 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, Temporary Signage on, in or at the Premises.

8.5 Broadcast Rights. Tenant shall additionally have the right to broadcast or transmit Events, or to engage third parties to do so, by any technology Tenant deems appropriate, whether now existing or hereinafter devised, including without limitation via Internet, radio, television and satellite, and/or to film, tape and record such games by means of any technology, whether now existing or hereinafter devised.

8.6 Trademarks. In furtherance of its intended benefits under this Agreement, during the Term of this Agreement Tenant shall have the right to use all current and future trademarks related to the Sports Arena ("***Landlord Trademarks***"), including those listed in Schedule 2.2-1. Tenant shall at its expense (without charging back to Landlord) exercise reasonable efforts to monitor and prosecute against trademark infringement of the Landlord Trademarks and corresponding lost incomes, with the standing to sue hereby granted. To maintain the strength of Landlord's trademarks, Tenant shall provide services and goods bearing any Landlord Trademark professionally and/or of high quality. Upon Landlord's request, Tenant shall deposit sample merchandises and recorded programs with Landlord for quality control and archival purposes. Except for public informational or governmental use, Landlord shall not commercially exploit any trademark, service mark, trade name or symbol of Tenant or that is associated with Tenant (whether owned or licensed), without Tenant's prior written consent, which may be given or withheld in Tenant's sole discretion.

In the enjoyment of the Sports Arena Property, Tenant may create new trademarks incorporating Landlord Trademarks, subject to Landlord's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed), with the trademark rights in such combination marks vesting in Landlord.

8.7 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 Property 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.

9. Naming Rights.

During the Term of this Agreement, Tenant shall be the exclusive holder of all naming rights to the Sports Arena and its components, any additional or replacement improvements on the Premises, and the plazas and other pedestrian areas of the Premises. Tenant shall have the sole right and authority to negotiate the terms and conditions of one or more contracts granting such naming rights. Landlord acknowledges that revenue from the exploitation of such naming rights may be a significant portion of the funding for capital improvements to the Premises. Landlord further acknowledges that naming rights may be: (a) commercial, in recognition of a paid sponsorship agreement with Tenant, either directly related to the specific facility for which naming rights are granted, or as part of a larger agreement with Tenant as an institution; (b) non-profit institutional (e.g. Tenant using the name "USC"); or (c) honorary, for particular individuals in recognition of philanthropy or service.

10. Maintenance and Condition of Premises.

Tenant shall maintain, repair and replace (as necessary) the Sports Arena Property in good order, condition and repair and in compliance with applicable Laws.

11. Intentionally omitted.

12. Sports Arena Alterations.

Tenant shall not construct any improvements or make any other structural alterations to the Sports Arena Property without the prior approval of Landlord, the Natural Resources Agency and the Department of General Services Branch, which approval shall not be unreasonably withheld, conditioned or delayed. Tenant shall pay the Department of General Services for its reasonable and customary charges for such review.

13. Performance of Improvements and Alterations.

13.1 Landlord Approval Process. In the event approval from Landlord and/or the Department of General Services is required for any capital improvements or alterations pursuant to Section 12, Tenant shall provide design drawings to Landlord and the Department of General Services Real Estate Services Division along with a request for approval of such design drawings. Such design drawings shall be of commercially reasonable detail and scope, including as to design, quality of materials and appearance. Landlord and the Department of General Services shall have sixty (60) days after receipt of such design drawings to approve or

disapprove same. Neither Landlord nor the Department of General Services shall unreasonably withhold or condition its approval to the design drawings. In the event of reasonable disapproval by Landlord and/or the Department of General Services, Landlord and/or the Department of General Services shall provide to Tenant in writing a detailed explanation of the basis for such disapproval. In the event Landlord or the Department of General Services fails to respond in writing to Tenant within such sixty (60) day period and if Tenant's request for approval stated prominently in **BOLD 12 POINT FONT: FAILURE TO RESPOND TO THIS REQUEST WITHIN SIXTY (60) DAYS SHALL BE DEEMED TO BE APPROVAL**, then Landlord and/or the Department of General Service shall be deemed to have approved such design drawings. Neither Landlord nor the Department of General Services shall have further approval rights in connection with any capital improvement or alteration approved or deemed approved unless Tenant makes material changes to the design, quality of materials or appearance of such capital improvement or alteration that do not constitute a logical evolution of the design drawings previously approved, in which case the provisions of this Section 13.1 shall again apply. Tenant shall pay the Department of General Services for its reasonable and customary charges for such review.

13.2 Conduct of Work. All construction work performed on the Premises shall be done at Tenant's sole cost and expense and in a good and workmanlike manner. Tenant shall cause all work to be performed in accordance with all Laws and all other provisions of this Agreement. Tenant shall take all necessary safety precautions during any construction. All construction or alteration shall be performed and completed in a diligent manner. Tenant shall control all dust, noise and other material adverse effects of work on the Premises in accordance with good industry practices. Upon completion of any construction work for new improvements or structural alterations to existing improvements, Tenant shall deliver to Landlord two (2) sets of final as-built drawing print sets and electronic CAD files on disc (or files in such other current format in common use as Landlord reasonably approves or requires) for the improvements or alterations that are the subject of such construction work.

13.3 Notices of Nonresponsibility. Prior to the commencement of any construction work in excess of Fifty Thousand Dollars ($50,000), Landlord shall have the right to post in a conspicuous location on the Premises and to record in the public records a notice of Landlord's nonresponsibility. Tenant covenants and agrees to give Landlord at least ten (10) business days' prior written notice of the commencement of any such construction work in order that Landlord shall have sufficient time to post such notice. Nothing in this Agreement shall be construed as constituting the consent of, or authorization from, Landlord, express or implied, to the furnishing of any labor, work, services or materials in any manner that would give rise to the filing of mechanics' liens or other claims against Landlord or Landlord's right, title or interest in the Premises.

13.4 Liens. Tenant shall keep the Premises free from any liens arising out of any work performed, material furnished or obligations incurred by or for Tenant. If Tenant shall not, within thirty (30) days after receipt of notice of the imposition of any such lien, cause the lien to be released of record by payment or posting of a proper bond, Landlord shall have, in addition to all other remedies provided in this Agreement and by Law, the right but not the obligation to cause any such lien to be released by such means as it shall deem proper, including payment of the claim giving rise to such lien. All such sums paid by Landlord and all expenses incurred by

it in connection therewith (including, without limitation, reasonable counsel fees) shall be payable to Landlord by Tenant upon demand. Nothing contained herein shall be deemed to permit Tenant to encumber any property owned by Landlord or the State of California with liens.

14. Accounting and Reports.

14.1 Statements. Tenant shall provide to Landlord and to the Department of General Services Office of Audit Services a written information report on a semi-annual basis regarding: all Event operations, including both completed and planned Events. Such statements shall be delivered no later than March 31 and September 30 during each Lease Year and shall be in a commercially reasonable format and detail.

14.2 Landlord Reports. Landlord shall provide to Tenant on the last day of each calendar quarter during the Term a written information report regarding issues, if any, identified to Landlord by the other entities in Exposition Park or other governmental or community organizations regarding the operation of the Premises by Tenant.

15. Certain Other Covenants of the Parties.

15.1 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. Such coverage shall also contain endorsements deleting any liquor liability exclusion, or Tenant shall provide a separate policy providing liquor liability coverage in lieu of deleting the exclusion. 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 made by Landlord or Tenant and any fixtures or equipment installed by Tenant, and plate glass window insurance) 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, 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. 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. 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 mortgagee or other persons or entities reasonably designated by Landlord) as an additional insured. 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 any improvements or alterations to the Premises, Tenant shall procure and maintain insurance for course of construction insurance or builder's risk insurance, covering all construction and operations at the Premises. 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 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. 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 mortgagee or other persons or entities reasonably designated by Landlord) as an additional insured.

(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 the 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 15.1 and/or the Agreement shall provide for severability of interests. All insurance policies required to be carried under this Section 15.1 and/or the 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. 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 15.1 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 insurance under Sections 15.1(b) and (c) shall name Landlord as a loss payee, subject to Tenant's rights under Section 16.5 regarding Damage to the Premises.

(vi) 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.

(vii) 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) Periodic Review. Landlord and Tenant agree that the terms and conditions of this Section 15.1 are subject to periodic review and revision by mutual consent of the parties in light of then prevailing conditions.

15.2 Transfer of Sports Arena Property. 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 Sports Arena Property to a Person other than the State of California (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 Sports Arena Property, identifying the subject matter of such conveyance or desired 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 (except that Landlord shall be entitled to confer with the State of California) 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 15.2; 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 15.2 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.

15.3 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 Natural Resources Agency, in the case of Landlord, and its Board of Trustees, 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.

15.4 Attornment and Estoppel.

(a) Subject to satisfaction or waiver of the conditions set forth in Section 15.2, if 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. A requested party's failure to deliver such a statement within five (5) business days following a second written request (given after the initial period of twenty (20) business days) shall result in the statements contained in the requesting party's request being deemed binding upon and in full force and effect against the receiving party.

15.5 Landlord's Assistance. Landlord agrees to disseminate to its employees and members any written policies or other information supplied by Tenant to inform such employees and members that they should not engage in, that they should discourage any professional team from engaging in, and that they shall not condone any of the following:

(a) recruitment, negotiating with, drafting of, or the signing of any of Tenant's student athletes who have remaining eligibility for participation in intercollegiate athletics;

(b) soliciting, promoting, or encouraging any of Tenant's student athletes with remaining eligibility to forego the ultimate completion of the student's academic pursuits in exchange for professional team participation; or

(c) soliciting, promoting, or participating in any activity which involves any of Tenant's student athletes in circumstances in violation of NCAA or Pac-12 bylaws, regulations, policies or procedures.

15.6 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 16.5. Tenant shall remove all of Tenant's personal property from the Premises, except that Tenant shall be required to surrender and transfer to Landlord all of the Other Property and any other personal property hereafter acquired by Tenant in replacement, substitution or augmentation of the Other Property that is used exclusively for the operation, maintenance and repair of 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.

15.7 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 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. 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 lease). The provisions of this Section 15.7 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 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.

15.8 Condemnation.

(a) Sports Arena. 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 two years, then upon written notice by Tenant to Landlord this Agreement shall terminate on the date such Taking is deemed effective. Without limiting the foregoing, (a) the Premises shall be deemed to be "unusable for the purposes for which they were intended" and thereby deemed to be Taken if more than thirty percent (30%) of the parking spaces in the Landlord Parking Areas available as of the Prior Agreement Commencement Date are, for any reason or cause, whether by operation of law or by court order, or otherwise, terminated, nullified, reduced, made more expensive to exercise in a manner inconsistent with this Agreement, or otherwise modified or altered in an manner adverse to Tenant without Tenant's written consent thereto (any of the foregoing, an "***Adverse Parking Event***"), and such parking spaces cannot or have not been replaced at no cost to Tenant within the remaining area of Exposition Park; and (b) the Premises shall be deemed to be unusable for the purposes for which they were intended if more than thirty (30%) of the seats in the Sports Arena Property are unusable after the partial Taking and cannot be replaced within the remaining area of the Sports Arena Property. If more than thirty percent (30%) of the parking spaces in the Landlord Parking Areas available as of the Prior Agreement Commencement Date are unusable for a period of more than two years and cannot or have not been replaced at no cost to the Tenant within the remaining area of Exposition Park, Tenant may elect to terminate the Agreement with respect to the Sports Arena Property.

(b) Award for Taking of Sports Arena. In the event of a Taking of all or any part of the Sports Arena Property, or Tenant's leasehold estate in the Sports Arena Property 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 Sports Arena Property under this Agreement; plus (ii) the depreciated fair market value of capital improvements ("***Sports Arena Improvements***") made to the Sports Arena Property during the term of the Agreement.

15.9 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.

15.10 Exposition Park Master Plan. Tenant acknowledges that the implementation of the Exposition Park Master Plan, attached hereto as **Schedule 15.10**, may result in changes to Parking Lots 1 – 6 and the State Drive VIP area. Subject to its rights under Section 15.8 above, Tenant agrees (a) not to object to the implementation of the Exposition Park Master Plan, (b) to comply with the Master Plan and (c) to cooperate with the implementation of the Master Plan with regards to other areas of Exposition Park, including the Sports Arena, provided in each case that (x) implementation of the Master Plan does not interfere with Tenant's leasehold interest in the Premises, (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. Nothing set forth herein shall constitute Tenant's approval of, or consent to, any changes, amendments, or modifications to the Exposition Park Master Plan.

16. Default, Indemnification, Force Majeure, Damage and Destruction, Disputes.

16.1 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 16.1(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; or

(c) 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 Sports Arena 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 Sports Arena 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 16.1 is contrary to any applicable Law, such provision as applied shall be of no force or effect.

16.2 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, except as limited below) 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 the right to terminate this Agreement in accordance with applicable Laws. Additionally, the parties agree that irreparable damage would occur in the event that certain provisions of this Agreement are not performed in accordance with their specific terms or were otherwise breached. Therefore, the parties agree that injunctive relief, specific performance or other equitable relief shall be appropriate remedies to enforce the terms and provisions of Sections 2, 3.2, 5, 7, 8.2, 8.6, 9, 10, 12, 13, 14, 15.1, 15.2, 16.3, 16.5, 16.6, 16.7, 16.8 and 17.4 of this Agreement. No other provisions of this Agreement shall be subject to equitable relief.

16.3 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.

16.4 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.

16.5 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 the parties have selected a third party construction consultant reasonably acceptable to both parties (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 (i) contemplates that the Damage can be repaired within two (2) years of the date on which such Damage occurred, and (ii) the estimated cost of the repair of the Damage and the restoration of the improvements does not exceed the sum of the insurance proceeds (including self-insurance proceeds) payable with respect to the Damage (or if Tenant fails to maintain property insurance in accordance with the requirements of this Agreement, the amount of insurance proceeds that would have been payable with respect to the Damage if Tenant had properly carried the property insurance required under this Agreement), plus any applicable deductible or deductibles (such sum referred to herein as the "***Covered Amount***") by more than the amount (the "***Acceptable Uncovered Amount***") equal to the greater of (I) five percent (5%) of the Covered Amount, or (II) $1,000,000, then (A) 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 (B) the Term set forth in this Agreement shall remain in full force and effect; provided, however, that if (x) the cost of repairing the Damage exceeds the Covered Amount by more than the Acceptable Uncovered Amount, or (y) the Damage occurs during the last five (5) years of the Term (as such Term is extended), then in either case Tenant shall not be required to repair the Damage and shall have the right to terminate this Agreement.

If this Agreement is not terminated and Tenant is not required to repair the Damage, this Agreement shall remain in full force and effect and Tenant shall use the insurance proceeds, self-insurance proceeds, the amount of any insurance proceeds that would have been payable with respect to the Damage if Tenant had properly carried the property insurance required under this Agreement, and the amount of any applicable deductible or deductibles to partially repair the Damage or restore the Damaged improvements to a functional state (to the extent it is commercially reasonable to do so), with modifications and/or substitutions to the Damaged improvements as approved by Landlord, which approval shall not be unreasonably withheld.

(b) 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. If Tenant elects to terminate this Agreement, then as a condition to such termination, Tenant shall deliver (or assign) to Landlord (A) all insurance proceeds actually paid with respect to the Damage by a third party insurance carrier and Tenant's rights to receive all insurance proceeds payable by the third party insurance carrier (or if Tenant failed to maintain property insurance in accordance with the requirements of this Agreement, the amount of insurance proceeds that would have been payable with respect to the Damage if Tenant had properly carried the property insurance required under this

Agreement), (B) all self-insurance proceeds required to be paid by Tenant to the extent that Tenant elects to self-insure, and (C) all deductible amounts.

(c) In no event shall any Damage entitle Tenant to any abatement, credit, offset or reduction of or against any rent or other amounts payable by Tenant under this Agreement. Except as otherwise expressly provided in this Section 16.5, no Damage shall entitle Tenant to terminate this Agreement.

(d) Landlord and Tenant acknowledge that the terms and provisions of this Section 16.5 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 16.5, including without limitation, California Civil Code Sections 1932(2) and 1933(4).

16.6 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.

16.7 Attorneys' Fees. Each party shall bear any costs of suit incurred in enforcing this agreement.

16.8 Venue. Subject to Section 16.6, 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.

17. General Provisions.

17.1 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.

17.2 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.

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

17.4 Assignment. Tenant shall not assign, sublease or transfer this Agreement, the Sports Arena Property, or any rights hereunder without the prior written consent of Landlord, in its sole and absolute discretion. 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 written notice to Landlord, to grant licenses, concessions, management agreements and other agreements with third parties for use of the Premises without the obligation to seek Landlord's approval; as long as such agreements do not result in Tenant ceasing to occupy the Sports Arena Property 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. Upon Landlord's reasonable request Tenant shall make available to Landlord for review all licenses, concessions, management and other agreements with third parties for the use of the Premises. Landlord agrees that the information included in the documents may be proprietary and confidential. Landlord agrees that unless ordered by a court of law, it will not make public any information obtained from its review of the licenses, concessions or other agreements, and if the information is subject to a Public Records Act request, Landlord will raise all applicable exemptions.

17.5 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.

17.6 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).

17.7 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.

17.8 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.

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

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

17.11 Notices. Any notice or demand to be given by one party to the other shall be given in writing and by personal delivery, or via telefax, 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
FAX: (213) 744-2225

Natural Resources Agency
1416 Ninth Street, Suite 1311
Sacramento, CA 95814
Attn:_____
FAX: (916) 653-8102

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

And if to the Tenant:

University of Southern California
Office of the Senior Vice President, Administration
University Park Campus, ADM 150
Los Angeles, CA 90089-0011
Attention: Senior Vice President
FAX: (213) 740-5943

University of Southern California
University Park Campus, UGW-110
Los Angeles, California 90089
Attention: Real Estate and Asset Management
FAX: 213-821-3073

University of Southern California
Office of the General Counsel

ADM 352
Los Angeles, CA 90089-5013
FAX: (213) 740-3249

Any such notice shall be deemed to have been given upon delivery, if personally delivered, or, if mailed or faxed, 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.

17.12 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.

17.13 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.

17.14 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.

17.15 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.

17.16 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.

17.17 Landlord Right of Entry. Upon not less than one (1) business day advance notice, Landlord and its duly authorized representatives or agents may enter upon the Premises during the Term of this Agreement at reasonable times for the purpose of determining whether Tenant is complying with the terms and provisions of this Agreement or in furtherance of the enforcement of Landlord's rights and Tenant's obligations under this Agreement.

[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

By: _____

Title: _____

UNIVERSITY OF SOUTHERN CALIFORNIA

By: _____

Title: _____

CALIFORNIA NATURAL RESOURCES AGENCY

By: _____

Title: _____

DEPARTMENT OF GENERAL SERVICES

By: _____

Title: _____

APPROVED AS TO FORM:

By: _____

Title: _____

GLOSSARY

ADA means the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12111 et seq. (the ***"ADA"***), and the ADA Accessibility Guidelines promulgated by the Architectural and Transportation Barriers Compliance Board, the public accommodations title of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000a et. seq., the Architectural Barriers Act of 1968, 42 U.S.C. §§ 4151 et. seq., as amended, Title V of the Rehabilitation Act of 1973, 29 U.S.C. §§ 790 et. seq., the Minimum Guidelines and Requirements for Accessible Design, 36 C.F.R. Part 1190, the Uniform Federal Accessibility Standards, and Title 24 of the California Code of Regulations, as the same may be amended from time to time, or any similar or successor laws, ordinances and regulations, now or hereafter adopted.

Adverse Parking Event has the meaning set forth in Section 15.11.

After Hours Event has the meaning set forth in Section 7.3(a)(i).

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

CAAM means the California African American Museum.

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

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

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, including the cancellation of any contracted event at the Sports Arena, 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 Recital B.

Contractors has the meaning set forth in Section 15.1(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.

CSC/CAAM Reserved Spaces means 600 spaces in the Science Center Structure reserved for use by California Science Center and CAAM patrons, as the number of such spaces may be modified pursuant to Section 7.3(a)(i) of this Agreement.

Damage has the meaning set forth in Section 16.5.

Damage Estimate has the meaning set forth in Section 16.5.

Default Rate means the lesser of (i) the prime or reference rate announced from time to time by Bank of America, N.A. or it 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.

District Leases has the meaning set forth in Recital B.

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

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, the Natural History Museum, EXPO Center and Tenant.

Extension Options has the meaning set forth in Section 3.2.

Extension Term or Extension Terms has the meaning set forth in Section 3.2.

Force Majeure Event means an event described in Section 16.4.

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

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

Landlord Parking Areas has the meaning set forth in Section 7.1.

Landlord Parties has the meaning set forth in Section 2.4.

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 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.

Liabilities has the meaning set forth in Section 16.4(b).

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 (b) with respect to Tenant, on or at the Premises or any portion thereof.

Museum Event means an event of any kind, regardless of attendance size, scheduled by the Natural History Museum, California Science Center or CAAM 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 (which outdoor spaces shall not include any areas included within the Landlord Parking Areas except that a Museum Event may be held on the portion of the top deck of the Science Center Structure constructed with the load-bearing capacity to support such an event).

NCAA means the National Collegiate Athletic Association.

Necessary Parking Spaces means the number of parking spaces that are necessary to provide adequate parking for a particular Event.

NHM Reserved Spaces means 375 parking spaces in Parking Lot 3 reserved for use by the Natural History Museum patrons.

Operator means the parking operator for the District Parking Areas.

Other Property has the meaning set forth in Section 2.2.

Pac-12 means the Pac-12 Conference, or its successor.

Parking Lots 1 - 6 has the meaning set forth in Section 7.1 of this Agreement.

Parking Lot 1A means the portion of Parking Lot 1 on which the Soboroff Sports Field is located.

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.

Permit Term means, with respect to a special event parking permit, the date and time period for which such special event parking permit will be valid for parking uses, based on the commercially reasonable determination of the Exposition Park Manager regarding loading times for the related Event with the purpose of ensuring that the special event parking permit restricts the use of the affected parking spaces for the amount of time necessary based on similar events at other similar venues, taking into account local conditions.

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, the NCAA, the Pac-12, or other organizations, whether or not legal entities, and all Governmental Authorities.

Premises has the meaning set forth in Recital A.

Prior Agreement has the meaning set forth in Recital B.

Prior Agreement Commencement Date has the meaning set forth in Recital B.

Public Interest Event means a cultural, educational, religious, political, social, demonstration or similar Event for which tickets are not sold (except to cover the cost of the Event or for the benefit of the particular charitable purpose for which the Event is held) and the Sports Arena is not otherwise made available for commercial exploitation from the sale of merchandise and novelties, the earning of broadcast revenues, the placement of advertising, the marketing of sponsorships, or the receipt of other streams of revenue customarily earned at commercial Events at the Sports Arena (except to cover the cost of the Event or for the benefit of the particular charitable purpose for which the Event is held).

Reserved Spaces means, collectively, the CSC/CAAM Reserved Spaces and, to the extent Parking Lot 3 is then owned by Landlord, the NHM Reserved Spaces.

Security Surcharge has the meaning set forth in Section 7.3(b) of this Agreement.

Self-Help Rights shall have the meaning set forth in Section 7.4 of this Agreement.

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.

Special Event Parking Space Fee has the meaning set forth in Section 7.3(b) of this Agreement.

Sports Arena means the Los Angeles Memorial Sports Arena or any replacement thereof.

Sports Arena Events has the meaning set forth in Section 5.1.

Sports Arena Property has the meaning set forth in Recital A.

Taking has the meaning set forth in Section 15.11(a).

Temporary Signage means any sign, exhibit, display or other visual image on, in or at the Sports Arena that (A) (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 Sports Arena 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 involve the application of paint, coloring, shading, powdering or any other substance directly to the improvements or fixtures that are part of the Sports Arena, (iv) 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, and (v) is not on-field advertising; (B) constitutes the digital content of any scoreboard, video board or other signage within the Sports Arena displayed on the day of an Event; or (C) constitutes the digital content of any other sign, exhibit, display or other visual image, except for the digital content of a sign, exhibit, display or other visual image permanently affixed to the improvements or fixtures at the Sports Arena where the digital content constitutes advertising of only the products of a single sponsor or single lessee of such sign, exhibit, display or visual image that is placed on a long-term, and not event-by-event, basis.

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

Tenant Event means an Event scheduled by Tenant.

Term has the meaning set forth in Section 3.1.

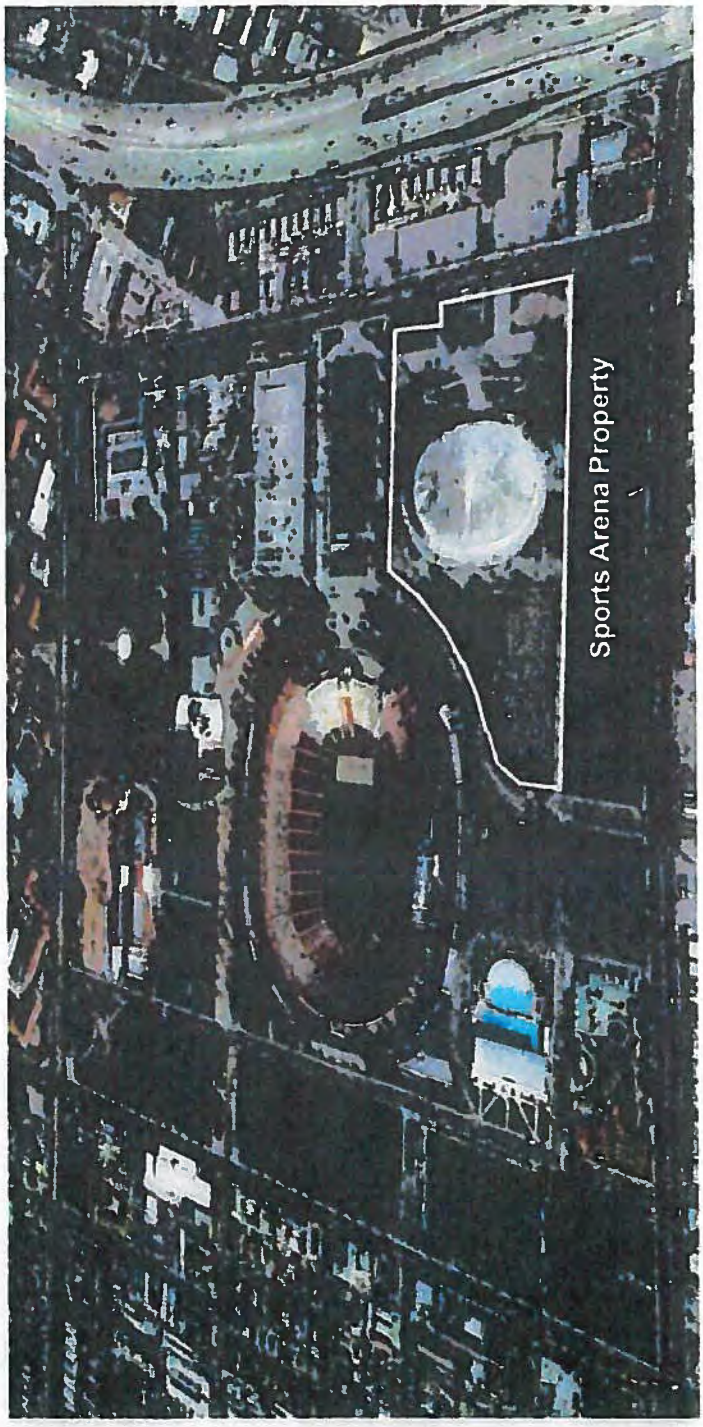
USC means the University of Southern California, a California nonprofit public benefit corporation.

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 Tenant's annual "Spring Game".

VIP Parking Areas has the meaning set forth in Section 7.1 of this Agreement.

EXHIBIT A

SPORTS ARENA PROPERTY



SCHEDULE 2.2-1

OTHER PROPERTY

Intangible Property:

Trademarks and Servicemarks as follows:

- "Los Angeles Memorial Sports Arena"
- "Los Angeles Sports Arena"
- "LA Sports Arena"
- "L.A. Sports Arena"
- Variations of any of the above marks that impart association with and/or origin from the Landlord in provision of services and goods

and

- Combined marks of the above.

Plans, Specifications, Permits and Warranties, including without limitation:

- Plans and specifications for improvements
- Property maps
- Governmental permits and approvals, including food service permits
- Third party warranties pertaining to the Premises

Licenses, including without limitation:

- Communications licenses-telecommunications, cell, two way radio, radio frequencies, provided that nothing in this Agreement shall prevent Landlord from utilizing similar or the same license for communication, two-way radios, or other such uses on its facilities
- Utilities licenses, including water, natural gas, electricity, internet, wireless communication, waste water, environmental.
- Occupancy permits-certificate of occupancy, crowd capacities, and any variances which have been issued.
- Certifications from any other governmental agency related to operations or occupancy, such as, Federal Aviation Agency, earthquake certifications, etc.

Appliances, Equipment, Furnishings and other Tangible Personal Property, including without limitation:

- **Permanent Equipment** - All permanent equipment, to include all spare parts, operating manuals, and any maintenance agreements which are in effect or have expired regarding such equipment, including those related to:

- Public address
- Video display or messaging
- Communications-to include telephonic, two way radio and transmission, wiring, fiber
- Utility-electrical, plumbing, waste water, water
- Lighting and lighting control
- Air conditioning, heating

Notwithstanding any contrary provision of the Agreement or this Schedule 2.2-1, Landlord's lease of the items listed in this Schedule 2.2-1 shall (a) be limited to the extent of Landlord's right to lease such item, (b) be limited to Landlord's interest in such item, (c) exclude any of Landlord's records regarding the Premises (other than those listed in this exhibit), so long as Tenant has reasonable access to and the right to copy all non-confidential, non-privileged records, and (d) be subject to the reservation by Landlord of the right to use such item as reasonably necessary in connection with the exercise of any of Landlord's rights under this Agreement.

SCHEDULE 7.1

LANDLORD PARKING AREAS

[see attached]

SCHEDULE 8.2(a)

COLISEUM DISTRICT SPECIFIC PLAN

DUE TO ELECTRONIC SIZE LIMITATIONS, ONLY THE FIRST PAGE OF THE COLISEUM SPECIAL DISTRICT PLAN HAS BEEN ATTACHED BELOW. THE FULL DOCUMENT WILL BE ATTACHED TO THE EXECUTION VERSION OF THIS AGREEMENT.

ORDINANCE NO. 180768

An ordinance amending Ordinance No. 177558, known as the Coliseum District Specific Plan, for a portion of the South Los Angeles Community Plan area.

THE PEOPLE OF THE CITY OF LOS ANGELES DO ORDAIN AS FOLLOWS:

Section 1. Map 1 of Section 1 of Ordinance No. 177558 is amended to read:

SCHEDULE 15.10

EXPOSITION PARK MASTER PLAN

SCHEDULE 7.3(b)

Recording Requested By
and When Recorded Return To:

University of Southern California
Dept. of Real Estate & Asset Management
University Park Campus, UGW-110
Los Angeles, CA 90089-7271
Attn: Vice President

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is entered into as of January 1, 2055 by and between the California Science Center, also known as the Sixth District Agricultural Association ("**Lessor**"), and the University of Southern California ("**Lessee**").

A. Lessor is the owner of that certain property more specifically described in the attached **Exhibit A** (the "**Premises**"). Lessor and Lessee are entering into a lease of the Premises as set forth below.

AGREEMENT

NOW THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. **Premises.** Lessor hereby leases the Premises to Lessee and Lessee hereby hires the Premises from Lessor, upon the terms and conditions of that certain unrecorded lease dated of even date herewith (the "**Lease**"), the terms and conditions of which are incorporated herein by this reference.

2. **Term.** The term of the Lease commences on January 1, 2055, and expires, if not sooner terminated pursuant thereto, on December 31, 2111 (the "**Final Expiration Date**").

3. **No Renewal Option.** Lessee has no option to renew the Lease beyond the Final Expiration Date.

4. **Controlling Document.** This Memorandum of Lease is subject to all the terms and conditions of the Lease. Should there be any inconsistency between the terms of this instrument and the Lease, the terms of the Lease shall prevail.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Lessor and Lessee have executed this Memorandum of Lease as of the date first above written.

UNIVERSITY OF SOUTHERN CALIFORNIA,
a California nonprofit corporation

By: _____

Name: _____

Title: _____

CALIFORNIA SCIENCE CENTER
(a/k/a Sixth District Agricultural District)

By: _____

Name: _____

Title: _____

APPROVED:

CALIFORNIA NATURAL RESOURCES AGENCY

By: _____

Name: _____

Title: _____

APPROVED:

DEPARTMENT OF GENERAL SERVICES

By: _____

Name: _____

Title: _____

[ADD ACKNOWLEDGEMENTS AND EXHIBIT A.]

SCHEDULE 7.3(c)

Owner Certificate

This Owner Certificate is furnished pursuant to Section 7.3(c) of that certain Lease Option Agreement by and between the California Science Center, also known as the Sixth District Agricultural Association and the University of Southern California, dated as of September 4, 2013 (as originally executed and as amended from time to time thereafter in accordance with its terms, the "***Agreement***"). Capitalized terms used but not defined in this Certificate shall have the same meanings as in the Agreement.

Owner hereby certifies that except as noted on **Exhibit A** attached hereto, all of Owner's representations and warranties set forth in Section 5.2 of the Agreement are true in all material respects at and as of the Closing.

Dated: _____ ___, 20__

CALIFORNIA SCIENCE CENTER
(a/k/a Sixth District Agricultural District)

By: _____

Name: _____

Title: _____

SCHEDULE 7.4(c)

Optionee Certificate

This Certificate is furnished pursuant to Section 7.4(c) of that certain Lease Option Agreement by and between the California Science Center, also known as the Sixth District Agricultural Association and the University of Southern California, dated as of September 4, 2013 (as originally executed and as amended from time to time thereafter in accordance with its terms, the "***Agreement***"). Capitalized terms used but not defined in this Certificate shall have the same meanings as in the Agreement.

Optionee hereby certifies that except as noted on **Exhibit A** attached hereto, all of Optionee's representations and warranties set forth in Section 5.3 of the Agreement are true in all material respects at and as of the Closing.

Dated: _____ ___, 20__

UNIVERSITY OF SOUTHERN CALIFORNIA,
a California nonprofit corporation

By: _____

Name: _____

Title: _____

EXHIBIT N-5
JOINT POWERS AGREEMENT

[See the following nineteen (19) pages]

AMENDED AND RESTATED LOS ANGELES MEMORIAL COLISEUM COMMISSION MANAGEMENT AGREEMENT OF 2013

THIS AMENDED AND RESTATED AGREEMENT, made this 26th day of February, 2014, by and between the CITY OF LOS ANGELES, a municipal corporation (the "City"), the COUNTY OF LOS ANGELES, a body corporate and politic and political subdivision of the State of California (the "County"), and the SIXTH DISTRICT AGRICULTURAL ASSOCIATION (also known as the California Science Center), an institution of the State of California (the "District").

W I T N E S S E T H :

WHEREAS, the parties did, as of the 30th day of December, 1955, make an agreement known as the Los Angeles Memorial Coliseum Commission Management Agreement (the "Management Agreement"), providing for, among other things, the operation of the Los Angeles Memorial Coliseum (the "Coliseum"), a National Historic Landmark, and the Los Angeles Memorial Sports Arena (the "Sports Arena") by the Los Angeles Memorial Coliseum Commission; and

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WHEREAS, the parties did, by amendments (the "Amendments Set No. 1") to the Management Agreement, dated as of the 29th day of February, 1958, the 25th day of May, 1971, and the 12th day of August, 1975, respectively, amend the Management Agreement to amend old Section 4 thereof to provide for a change in the composition of the membership of said Commission, to provide for the granting of certain concession privileges, and to add a new Section 26 thereto regarding certain paramedic services to be supplied by the County, all as more fully set forth in the respective Amendments; and

WHEREAS, the parties subsequently executed an amended and restated Management Agreement dated the 9th day of November, 1976 ("Amended and Restated Management Agreement of 1976") for the purpose of updating, revising and restating the agreement in certain respects; and

WHEREAS, the parties subsequently did, by Amendments ("Amendments Set No. 2") to the Amended and Restated Management Agreement of 1976 in 1988, 1989 and 2008, respectively, amend the Amended and Restated Management Agreement of 1976 to authorize the management of the Coliseum and Sports Arena by third-party entities; acquire and operate parking lots within and outside the boundaries of Exposition Park, and to modify the appointment authority for the District members of the Commission; and

WHEREAS, it is desired to further amend the Amended and Restated Management Agreement of 1976 (as amended by the Amendments Set No. 2) to revise the governance structure, meeting requirements and operating arrangements of the Commission in view of the change in the level of the daily responsibilities of the Commission as a result of the Amended and Restated Lease with the University of Southern California ("USC") for the year-round management of the Coliseum and Sports Arena properties; and

WHEREAS, it is also desired that the Amended and Restated Management Agreement of 1976 (as amended by the Amendments Set No. 2) be updated and revised and (for purposes of convenience) restated in certain respects;

NOW, THEREFORE, IT IS AGREED that Sections 1 through 26, inclusive, of the Amended and Restated Management Agreement of 1976 (as amended by the Amendments Set No. 2) are further amended and restated to read in their entirety, as follows:

GENERAL PROVISIONS

1. This Amended and Restated Management Agreement of 2013 ("this agreement") shall be effective as of the date hereof, and this agreement shall continue in full force and effect through December 31, 2054, at which time the separate leases between the Commission and the District for: a) the Coliseum; and b) the Sports Arena properties are currently scheduled to expire. The Amended and Restated Management Agreement of 1976 (as amended by the Amendments Set No. 2), and any other agreements or contracts by and between any of the parties hereto which may be inconsistent with the provisions of this agreement (other than that certain Coliseum Lease, dated as of the 3rd day of January, 1956, as extended by the Commission by exercise of its option on the 3rd day of September 2003 and as amended on the 13th day of February 2009, by and between the District and the Commission, and that certain Sports Arena Agreement, Lease and Easement, dated as of the 3rd day of January, 1956, as extended by the Commission by exercise of its option on the 3rd day of September, 2003 and as amended on the 13th day of February 2009 by and between the District and the Commission, neither of which shall be affected by this agreement) are hereby rescinded, cancelled and terminated, and this new, separate and independent Amended and Restated Management Agreement of 2013 is herewith executed by the parties.

2. Pursuant to the provisions of Title 1, Division 7, Chapter 5, Articles 1 and 2 of the California Government Code (the "Law") relating to joint exercise of powers, the Charter of the City of Los Angeles, and Division 1, Chapter 3, Article 2 of the Agricultural Code of the State of California, as amended, the City, County and District hereby agree that the Commission, board or agency heretofore known as the "Los Angeles Memorial Coliseum Commission," which Commission was initially created under the provisions of applicable law by agreement of September 25, 1945, shall continue as such commission, board or agency under the said provisions of law, is hereby re-created pursuant to the said provisions of law, and shall hereafter be designated as the "Los Angeles Memorial Coliseum Commission" (the "Commission"), and the Commission shall be a public entity separate and apart from the entities of the parties to this agreement. The debts, liabilities and obligations of the Commission, including, without limitations, any revenue bonds issued pursuant to this agreement, shall not constitute debts, liabilities or obligations of any of the parties to this agreement. The parties hereto are each empowered by the laws of the State of California to acquire, construct, improve, repair, maintain, manage, operate, and lease the Coliseum and the Sports Arena or any part thereof. This common power will be jointly exercised in the manner hereinafter set forth. "Coliseum" shall mean the Los Angeles Memorial Coliseum, together with all related and appurtenant structures, including any and all improvements and additions or replacement facilities constructed pursuant to this agreement or otherwise, located in or near Exposition Park in the City of Los Angeles, and shall also mean any real property, or interest therein, acquired by the Commission in connection with its jurisdiction over said Coliseum and related and appurtenant

structures. "Sports Arena" shall mean the Los Angeles Memorial Sports Arena, together with all related and appurtenant structures; including any and all improvements and additions or replacement facilities constructed pursuant to this agreement or otherwise, located in or near Exposition Park in the City of Los Angeles, and shall also mean any real property, or interest therein, acquired by the Commission in connection with its jurisdiction over said Sports Arena and related and appurtenant structures.

3. At the time of execution of this agreement, the City, County and District shall each have an equal interest in the Coliseum, the Sports Arena, and any equipment or incidental property of either facility, including the receipts and revenues from the operation and management of both facilities, and subject to the requirements and provisions of any resolution or indenture providing for the issuance of revenue bonds hereinafter provided for.

4. The Commission shall consist of three (3) voting members, all serving in their individual capacity, as follows: one (1) member appointed by the Mayor of the City of Los Angeles subject to confirmation by the City Council of Los Angeles; one (1) member appointed by the Board of Supervisors of the County of Los Angeles; and one (1) member appointed by the Governor of the State of California. The City Council President, Board of Supervisors and Governor shall also appoint one (1) alternate each and each such alternate, acting in an individual capacity, shall have the authority to attend, participate in any meeting of the Commission and, when the regular member for whom the alternate serves is absent from said meeting, vote at said meeting. All members and alternate members of the Commission shall serve at the pleasure of the respective appointing authority.

5. The powers herein delegated to the Commission shall continue until the termination of this agreement or any extension thereof, or until the parties hereto shall have mutually rescinded said agreement, but in no event shall said powers be terminated until any and all revenue bonds hereinafter issued by the Commission and the interest thereon shall have been paid or provision for such payment shall have been made.

6. The powers herein delegated to the Commission shall be exercised in accordance with the mode, manner and procedures of the County of Los Angeles.

7. The Commission shall hold at least one regular meeting each quarter; the date upon which, and the hour and place at which each such regular meeting shall be held shall be fixed by resolution of the Commission. For the purposes of this agreement the term "fiscal year" shall mean that period of time designated as the fiscal year by the County.

The Commission shall elect a President from its members and shall appoint a Secretary who may, but not need, be a member. The Commission shall appoint a Chief Administrative Officer, who may serve on either a full-time or part-time basis as determined by the Commission. The Treasurer of the Commission and the Controller of the Commission shall be the persons who shall from time to time be the duly selected and acting Treasurer Tax Collector and Auditor-Controller, respectively, of the County and, as such, shall have the powers, duties and responsibilities specified for such officers, respectively, in the Law. The County shall determine the charges to be made against the Commission for the services of said Treasurer and Controller.

Notwithstanding the above, the Commission may either appoint as the Treasurer and Controller of the Commission the persons who shall from time to time be the duly selected and acting Treasurer and Controller of the City or the District, or pursuant to Government Code section 6505.6, appoint one of its officers or employees to either or both of such positions. The Commission shall have the power to appoint such other officers as it may deem necessary.

The officers or persons who have charge of, handle, or have access to any property of the Commission shall be persons designated as such by the Commission. Each such designated officer or person shall be required to file an official bond with the Commission, at the expense of the Commission, in an amount which shall be established by the Commission. Should the existing bond or bonds of any such officers be extended to cover the obligations provided herein, said bond shall be the official bond required herein. The premiums of any such bonds attributable to the coverage required herein shall be appropriate expenses of the Commission.

8. Special meetings of said Commission may be called in accordance with the provisions of applicable state law.

9. All meetings of the Commission shall be called, noticed, held and conducted in accordance with the provisions of the applicable state law. The Secretary of the Commission shall cause to be kept minutes of its meetings, both regular and special, and shall, on or before the 30th day of the first month of each fiscal year, transmit to the Mayor of the City, to the Board of Supervisors of the County, and to the

Board of Directors of the District, true and correct copies of the minutes of all meetings held during the previous fiscal year.

10. None of the members of the Commission, or alternates or ex-officio members shall receive any compensation for their services. Expenses incurred for travel, lodging, meals and per diem while on Commission business shall be reimbursed by the Commission in accordance with the policies and amounts allowed for such expenses by the County.

11. The presence of two (2) members of the Commission, including any acting alternates present, shall be required to constitute a quorum, and a majority vote of all members and acting alternates present shall be necessary for the transaction of business.

The Commission shall adopt appropriate rules not inconsistent herewith for the orderly transaction of its business. In the absence of any rules specifically adopted by the Commission, the most recent published version of Robert's Rules of Order shall prevail for the orderly transaction of the business of the Commission.

12. The Commission shall have power and authority, and it shall be its duty with respect to the Coliseum and Sports Arena:

(a) To employ or contract for a Chief Administrative Officer and employ or contract for such workmen, mechanics, laborers, clerks, and other employees as may be required in the management and operation of any such facility provided for herein and to fix and pay their compensation, and employ such other officers, employees or

public or private entities as it may deem necessary to carry out any of its powers, including the retaining of administrative staff, legal counsel, consultants and accountants.

Any and all employees of the Commission shall not be deemed to be employees of the City, the County, or the District, nor shall said employees be subject to any rule, regulation or ordinance requiring said employees to reside within the limits of the City or County.

(b) To purchase such materials, services, public utility services, supplies and equipment as may be necessary for the management of the Commission's responsibilities.

(c) To ensure that repairs or improvements to any facility or property under the jurisdiction of the Commission are made.

(d) To procure and maintain in force and effect reasonably adequate public liability, workmen's compensation, riot and civil commotion insurance, and such other insurance as the Commission may deem advisable, insuring the City, County, District and Commission, respectively, as their interests may appear, and to exact of their employees such fidelity and surety bonds as in their discretion may be necessary and to pay the premiums thereon. Subject to the requirements and provisions of any resolution or indenture providing for the issuance of revenue bonds hereinafter provided for, any moneys received by any of the parties hereto under any policy of insurance for damage or loss of property of any such facility shall, at the option of the Commission, be disbursed either for the purpose of repairing or replacing the item or items covered by

said insurance, and for the damage or destruction of which said moneys were received, or in the alternative, said moneys shall be distributed to the City, County, District and Commission, respectively, as their interests may appear. Any buildings, improvements or fixtures constructed at the option of the Commission in replacement of such damaged or destroyed property shall be subject to the terms and provisions of this agreement.

(e) To purchase or otherwise acquire, hold, own, mortgage, sell, convey, exchange, option, or otherwise dispose of real and personal property of every class and description and any estate or interest therein, including leaseholds and licenses for any term, for any purpose consistent with this agreement subject to any limitations as may be imposed by law or the provisions hereof.

(f) To lease, license, rent, use or permit the use of all or any part of the Coliseum and Sports Arena, to any person, for competitive sports, athletics, games, pageants, parades, plays, celebrations, patriotic gatherings, public recreation, motion picture production, educational events, or public gatherings, or such other events as are deemed appropriate, or for City, County or District affairs, or for viewing any of the foregoing, and particularly to develop and promote a wider use of the Coliseum and Sports Arena, through the presentation of festivals, pageants, games, exhibits, industrial, horticultural or agricultural shows, conventions, exhibitions and productions of a local, regional, national or international character, primarily to the end that the citizens and public generally may enjoy and receive the greatest benefit possible from the Coliseum, and Sports Arena, and the City, and County and the District may more effectively exploit their climatic, geographical, recreational, cultural, and commercial resources and advantages.

(g) To grant concession privileges for the vending and sale of liquids, alcoholic beverages and edibles, programs, cushions and similar articles, or for the renting of any of said articles.

(h) To file with the Mayor of the City, the Board of Supervisors of the County, and the Board of Directors of the District, on or before the first day of June of each year, a budget containing separate statements of estimated revenues to the Commission and expenditures by the Commission for the next ensuing fiscal year for the Coliseum and for the Sports Arena, respectively.

(i) Subject to any contrary provisions of this agreement and to the requirements and provisions of any revenue bond resolution or indenture providing for a trustee or other fiscal agent, to deposit all funds, from whatever source, of the Commission with the Treasurer of the Commission, who shall place such funds in the County treasury to the credit of the Commission.

(j) To invest, or cause to be invested, funds of the Commission in accordance with the provisions of applicable state law.

(k) To adopt a seal and to alter it at pleasure.

13. The Commission shall have power, upon an affirmative vote of at least two (2) members of the Commission at a meeting of the Commission, to negotiate for a contract to operate, manage and control parking lots or parking areas, either within or outside the boundaries of Exposition Park in the City, to be used in connection with the activities of any of the Commission's facilities or structures in Exposition Park in the

City, including the Coliseum and Sports Arena. The power to acquire parking facilities by condemnation is expressly withheld from the Commission. Title to all parking lots or parking areas acquired by the Commission shall vest in the District upon the expiration or termination of this agreement or any extension thereof.

14. The Commission may provide for a retirement system for the employees of the Commission, including, but not limited to, the authority to contract with either the State of California, City or County for such service. The Commission shall have the further power to give full credit for all service rendered prior to the establishment of the retirement system either with the Commission or with any other public entity within the County, or both, so far as authorized by law, but no part of the cost for prior service shall be borne by either the City, County or District. All other proper employer costs in connection with said retirement system shall be paid from the funds of the Commission, and shall not be charged against the City, County or District.

15. Subject to the terms and limitations of any lease or other agreement of the Commission for use of the facilities in effect at the time, the City, County and District shall each have the right, upon application to the Commission, to use the Coliseum and Sports Arena, for any purpose for which it may lawfully use the same, on any date not otherwise reserved, upon such terms and conditions as may be agreed upon by the Commission.

COLISEUM AND SPORTS ARENA PROVISIONS

16. The City, County and District, and each of them, hereby release and relinquish during the life of this agreement and any extension thereof, to the

Commission, herein provided for, any right they may have, severally or jointly, to the use, possession and control of the Coliseum and the Sports Arena, except as specifically provided for in this agreement. Upon the expiration or termination of this agreement, in accordance with the provisions of this agreement or otherwise, the Commission shall immediately surrender the use, possession and control of the Coliseum and Sports Arena granted herein together with all personal property, materials, supplies and equipment appertaining to the said facilities to the City, the County, and the District, in accordance with their respective rights herein, and shall render to the City, the County and the District, or its or their successor or successors in interest, a full, true and correct account of the funds then in its possession and shall pay over the same to the City, the County and the District in accordance with their respective rights.

The City and County each acknowledge that, as of the date of this Amended and Restated Management Agreement of 2013, neither shall have a lien upon any funds belonging to the Commission, except as otherwise provided for herein.

17. Subject to the limitations and conditions herein provided, the Commission is hereby empowered to acquire, construct, improve, repair, maintain, manage and operate the Coliseum and Sports Arena; to issue revenue bonds, in accordance with the provisions of the Law, to raise funds to carry out its purposes and exercise the powers granted under this agreement and to lease property from any party to this agreement.

18. The Controller of the Commission shall draw warrants upon the funds and accounts created for the Commission to pay demands against the Commission when

the demands have been approved by the Commission, pursuant to financial policies and procedures to be developed and approved by the Commission in a manner similar to such policies and procedures adopted by the County. The books and records of the Commission shall be open to inspection at all reasonable times by the City, the County and the District and their representatives. The Commission shall give an independent audited written report of its financial activities with respect to the Coliseum and Sports Arena, respectively, for each fiscal year to the City, the County and the District.

In compliance with Government Code section 6505, the Controller of the Commission shall either make or contract with a certified public accountant or public accountant to make an annual audit of the accounts and records of the Commission. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under applicable state law and shall conform to generally accepted auditing standards. When such an audit of an account and records is made by a certified public account or public account, a report thereof shall be filed as public records with the City, the County and the District and also with the Auditor-Controller of the County. Such report shall be filed within 12 months of the end of the fiscal year under examination.

Any costs of the audit, including contract with, or employment of, certified public accountants or public accountants in making an audit pursuant to this section, shall be borne by the Commission and shall be a charge against any unencumbered funds of the Commission available for the purpose.

All books, records, accounts and filed referred to in this section shall be open to the inspection of holders, if any, of Commission revenue bonds to the extent and in the manner provided in the resolution or indenture providing for the issuance of such revenue bonds.

19. It is understood and agreed by and between the parties hereto that the Commission may, in any resolution or indenture providing for the issuance of revenue bonds, pledge to the payment of the principal of and interest on and redemption premium on such revenue bonds any revenues and other moneys of the Commission, and so long as any such revenue bonds or the interest coupons thereof shall be outstanding and unpaid, the provisions relating to the use, application and priority of such revenues and other moneys, shall be subordinated to the provisions contained in any such resolution or indenture concerning the use, application and priority of said revenues or moneys, subject to the following conditions:

(A) The annual rental to the District as provided for in any lease or leases entered or to be entered into pursuant to this agreement shall be paid or caused to be paid to the District before any revenue is allocated to such revenue bond use.

(B) In no event shall the Commission pledge or in any way hypothecate such revenues unless adequate provision is made in said resolution or indenture for the payment of its operating expenses.

20. The Commission shall furnish upon the request of any party to this agreement true and correct copies of all leases, permits, concession agreements and contracts for use.

21. Should any part, term, or provision of this agreement be by the courts decided to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

22. To the extent permitted by law and consistent with the public purpose objectives of this agreement, the power and authority of the Commission set forth in this agreement may, at the discretion of the Commission, be carried out through contract or agreement with other public or private entities, organizations or persons.

23. The parties agree that the Commission shall indemnify, defend and hold harmless each of the respective parties, and their elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Commission's acts and/or omissions arising from and/or relating to this agreement or any act and/or omission performed by a party on behalf of the Commission or at the request of the Commission. However, the Commission shall not be required to indemnify, defend and hold harmless any party or their respective elected and appointed officers, employees, and agents arising from or connected with that party's willful misconduct or active negligence. Pursuant to Government Code section 895.4, this indemnification provision is expressly intended to supersede the provisions of Government Code section 895.2, providing for joint and several liability of public entities entering into agreements.

24. This agreement may be executed in counterparts, and each counterpart shall be deemed an original. All counterparts taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Management Agreement of 2013 to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed, as of the day and year first above written.

CITY OF LOS ANGELES

By: _____
Mayor

ATTEST: City Clerk

By: _____
Deputy

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By Lachelle Smitherman
Deputy

APPROVED AS TO FORM:

MIKE FEUER, City Attorney

By: _____
Assistant City Attorney

78056

COUNTY OF LOS ANGELES

By: Mark Ridley-Thomas
Mark Ridley-Thomas,
Chairman, Board of Supervisors

ATTEST: SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By: Lachelle Smitherman
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

80 OCT 15 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By: _____
Deputy

(*Signatures continue on following page*)

24. This agreement may be executed in counterparts, and each counterpart shall be deemed an original. All counterparts taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Management Agreement of 2013 to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed, as of the day and year first above written.

CITY OF LOS ANGELES

By: _____
Mayor

ATTEST: City Clerk

By: Holly Wolcott, Interim
Deputy

C-123678

APPROVED AS TO FORM:

MIKE FEUER, City Attorney

By: _____
Assistant City Attorney

78056

COUNTY OF LOS ANGELES

By: _____
Mark Ridley-Thomas,
Chairman, Board of Supervisors

ATTEST: SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By: _____
Deputy

(*Signatures continue on following page*)

STATE:

CALIFORNIA SCIENCE CENTER
An Institution of the State of California

By: _____
President, Board of Directors

ATTEST:

By: _____
Secretary

APPROVED:

CALIFORNIA NATURAL RESOURCES AGENCY
an Agency of the State of California

By: _____
Secretary

78056

EXHIBIT O
SIGNAGE PLAN

[See the following nineteen (19) pages]

DRAFT

SOCCER STADIUM / COLISEUM SIGN DISTRICT

October 21, 2015

Gensler



Conceptual Stadium Perspective



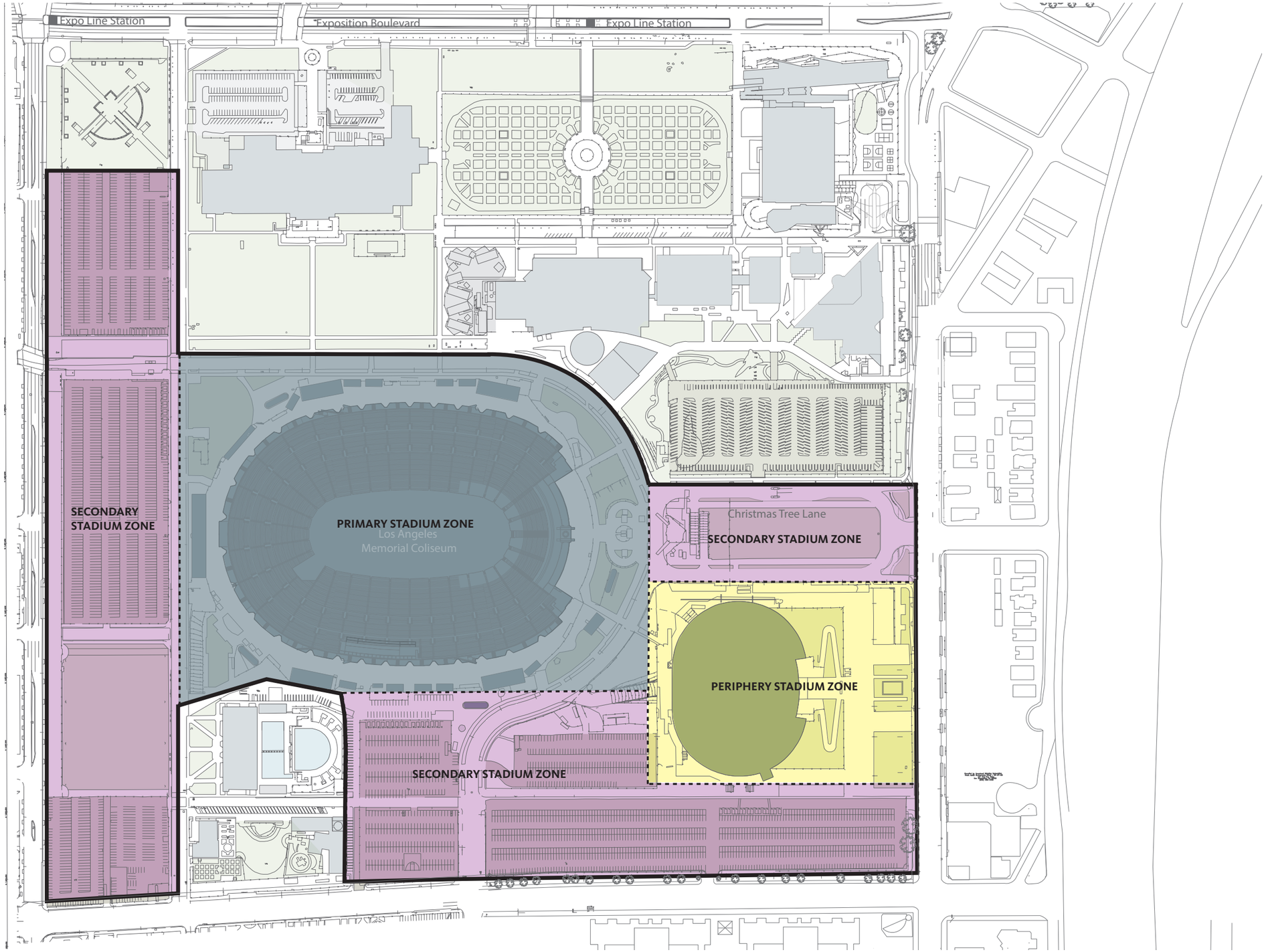
Conceptual Stadium Perspective

LEGEND

- PRIMARY STADIUM ZONE
- SECONDARY STADIUM ZONE
- PERIPHERY STADIUM ZONE

BOUNDRY LINES

- Coliseum District Specific Area
- Internal Zones



Exisiting Coliseum District Specific Plan and Internal Zones

Existing Signs Entitled Through Coliseum District Specific Plan

- 1C West End Scoreboard
- 1G Major Site Sign
- 1H Stadium Sponsor Sign

Existing Signs

- A Vehicular Directional
- B Exposition Park Monuments
- C Exposition Park/USC Informational in ROW *
- D Billboards - 2-sided *
- E Exposition Park Wayfinding
- F Exposition Identity Sign

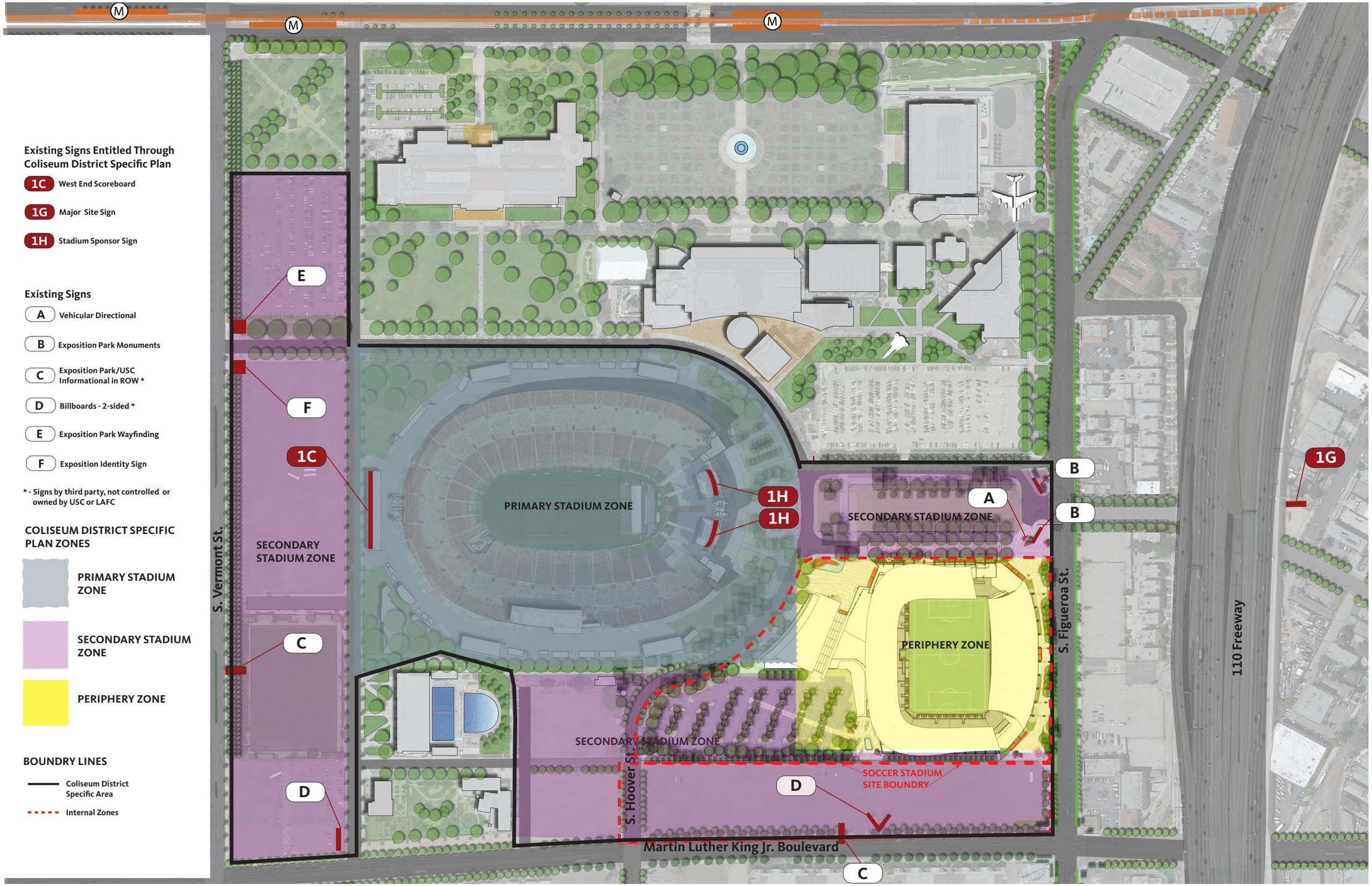
* - Signs by third party, not controlled or owned by USC or LAFC

COLISEUM DISTRICT SPECIFIC PLAN ZONES

- PRIMARY STADIUM ZONE
- SECONDARY STADIUM ZONE
- PERIPHERY ZONE

BOUNDRY LINES

- Coliseum District Specific Area
- Internal Zones



Existing Primary Signs Within Coliseum District Specific Plan Area

PRIMARY SIGNS ALLOWED BY COLISEUM DISTRICT SPECIFIC PLAN

Primary Stadium Zone Exterior Signs

- 1A Rim Sign
- 1B Stadium Identity Sign
- 1C West End Scoreboard
- 1F Gate Identity Sign
- 1H Stadium Sponsor Sign
- 1J Banner Signs

Primary Stadium Zone Interior Signs

- 2A Stadium Identity
- 2B Stadium Identity
- 2C Painted logo on Field
- 2D Tunnel fascia sign

Periphery Stadium Zone

- 1D Secondary Site Sign

Secondary Stadium Zone

- 1E Site Identity Sign

Freeway Sign Zone

- 1G Major Site Sign

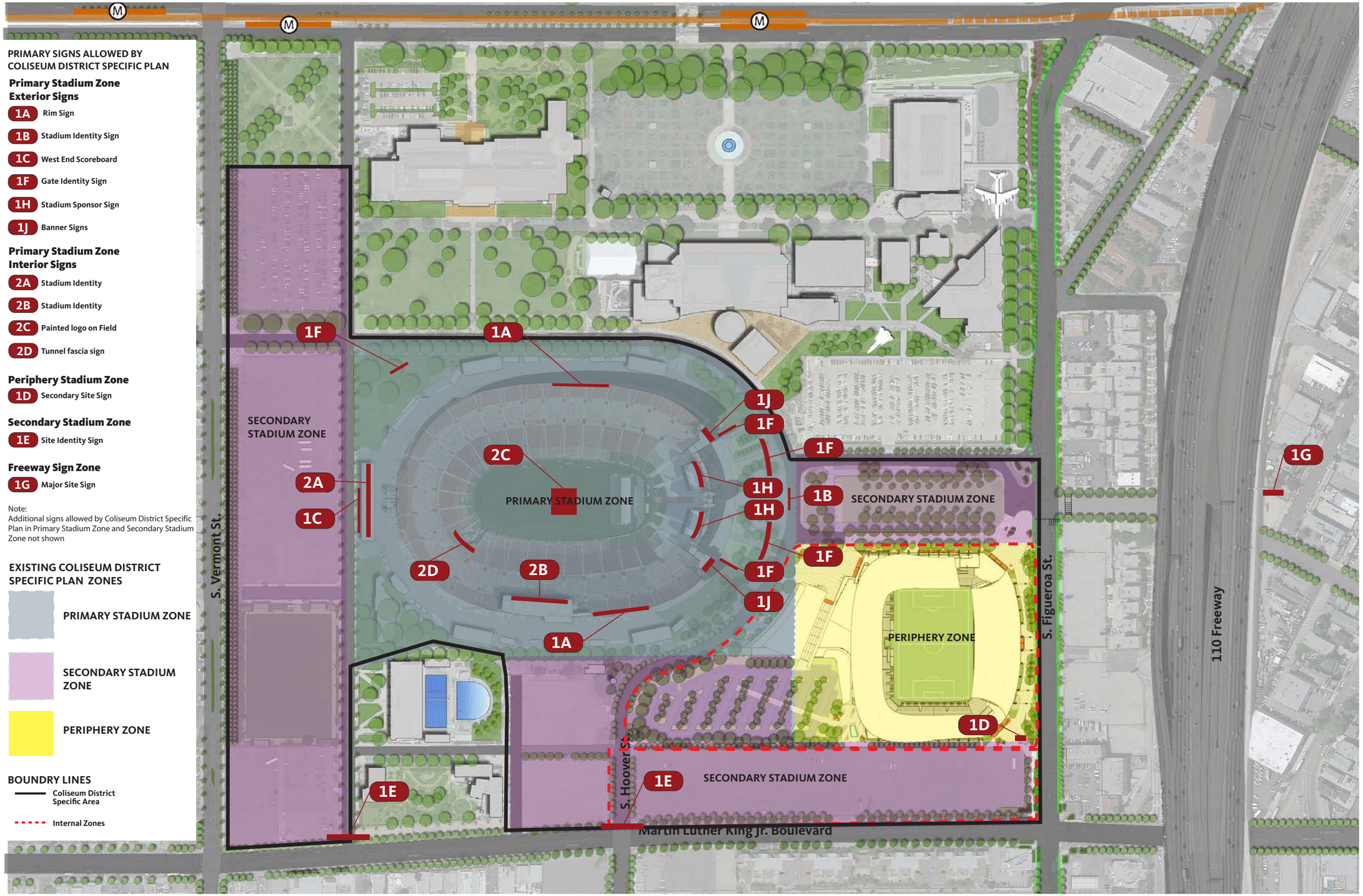
Note:
Additional signs allowed by Coliseum District Specific Plan in Primary Stadium Zone and Secondary Stadium Zone not shown

EXISTING COLISEUM DISTRICT SPECIFIC PLAN ZONES

- PRIMARY STADIUM ZONE
- SECONDARY STADIUM ZONE
- PERIPHERY ZONE

BOUNDRY LINES

- Coliseum District Specific Area
- Internal Zones



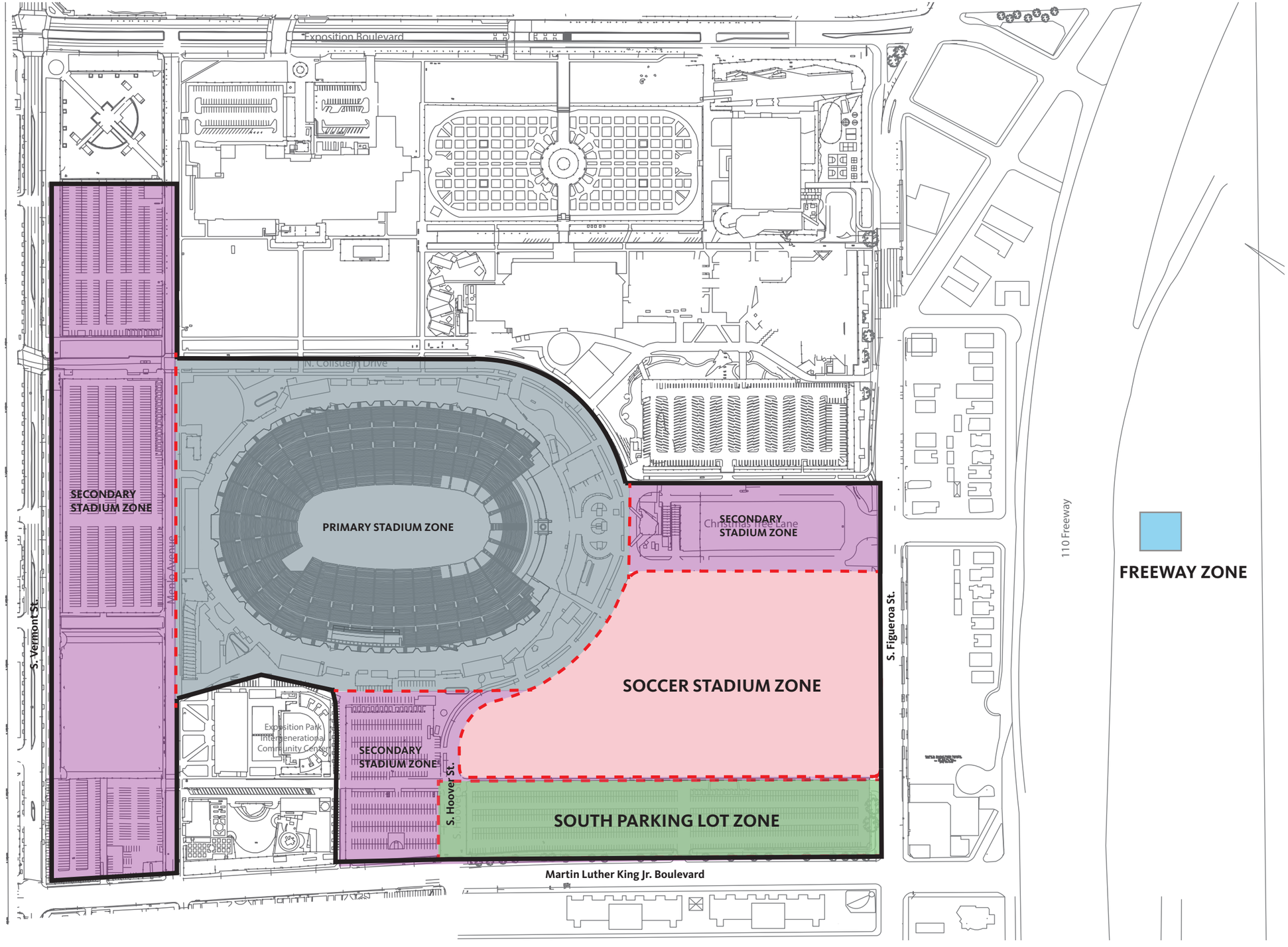
Primary Signs Allowed by Coliseum District Specific Plan

LEGEND

- PRIMARY STADIUM ZONE
- SECONDARY STADIUM ZONE
- SOCCER STADIUM ZONE
- SOUTH PARKING LOT ZONE
- FREEWAY ZONE

BOUNDRY LINES

- Coliseum District Specific Area
- Internal Zones



Proposed Coliseum Sign District and Internal Zones

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

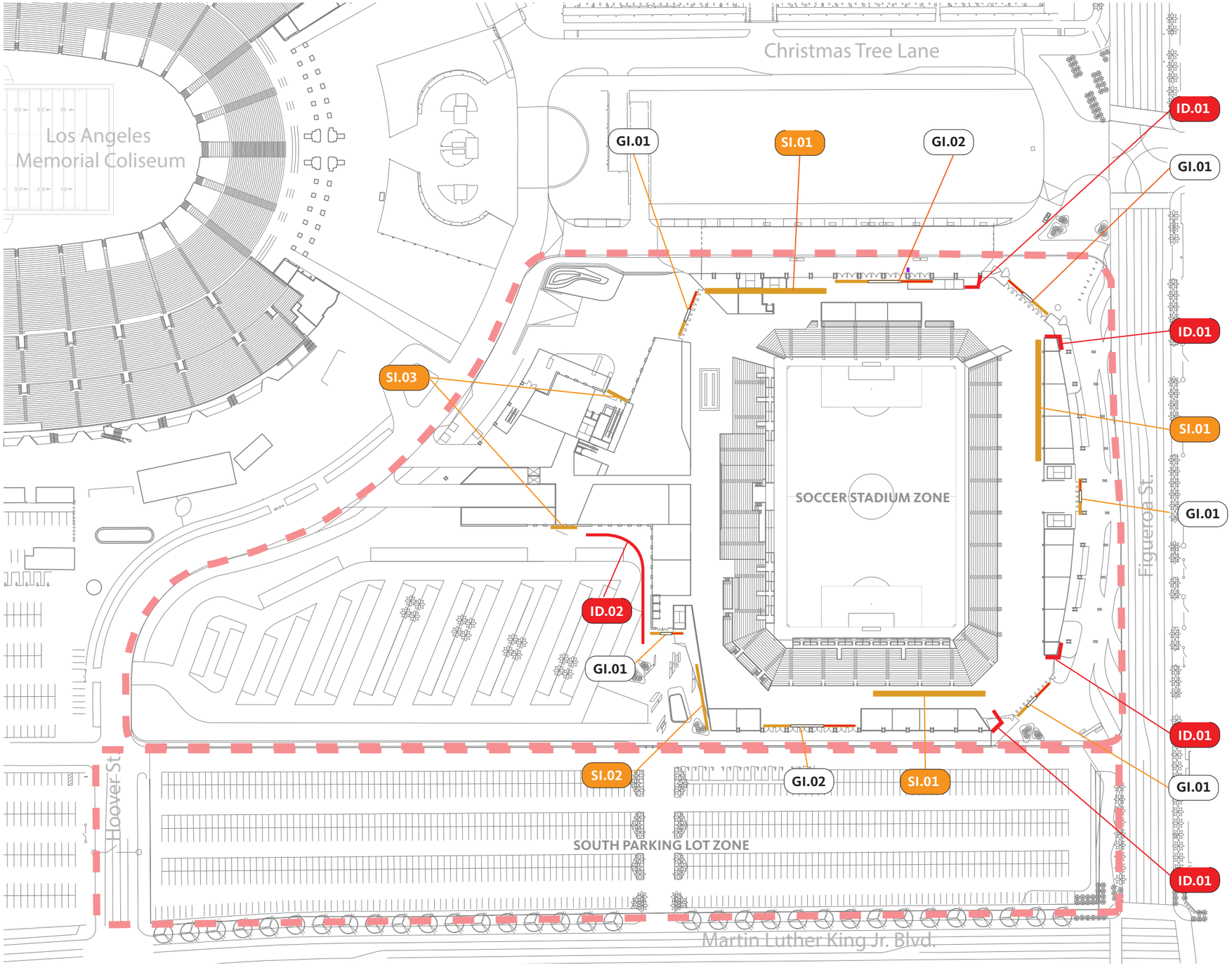
DD.00
Digital Display

GI.00
Gate Idenitty

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.



Conceptual Sign Location Plan of Stadium, Team, and Gate Identity Signs

SIGN TYPE LEGEND

Site Located 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 Idenitty

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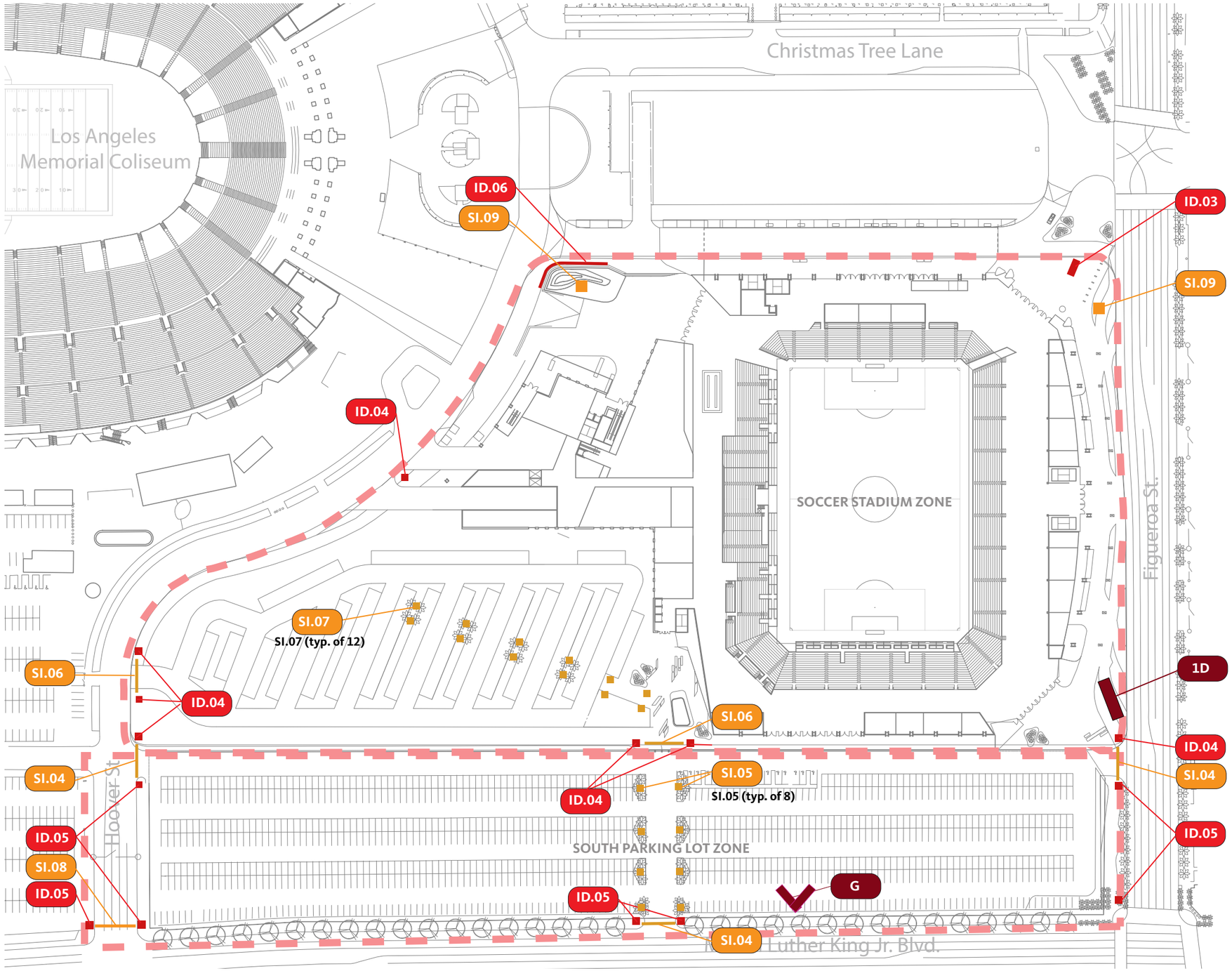

Conceptual Sign Location Plan of Stadium, Team, and Gate Identity Signs

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 Idenitty

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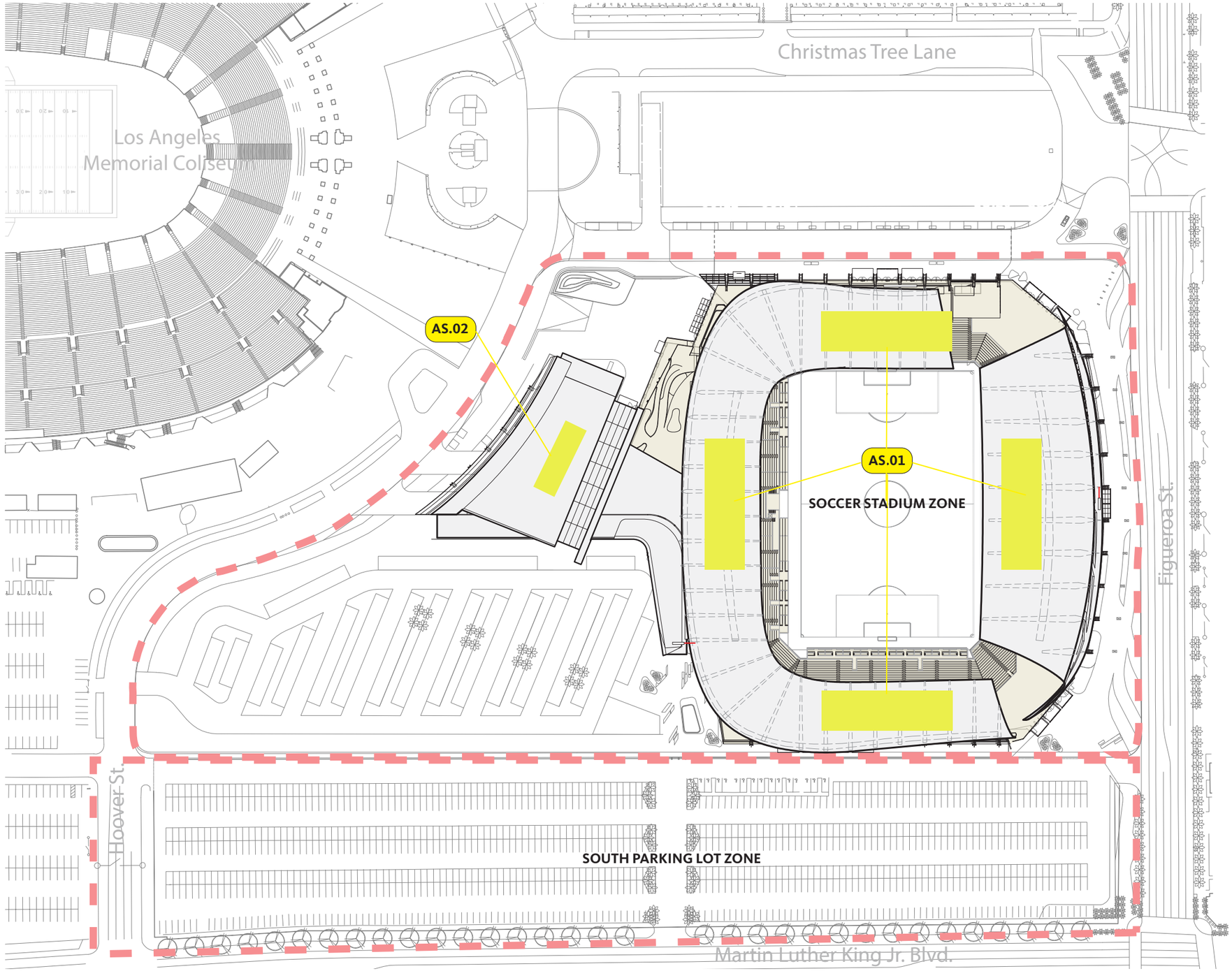

Conceptual Sign Location Plan of Aerial View Signs

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 Idenitty

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NOTE:
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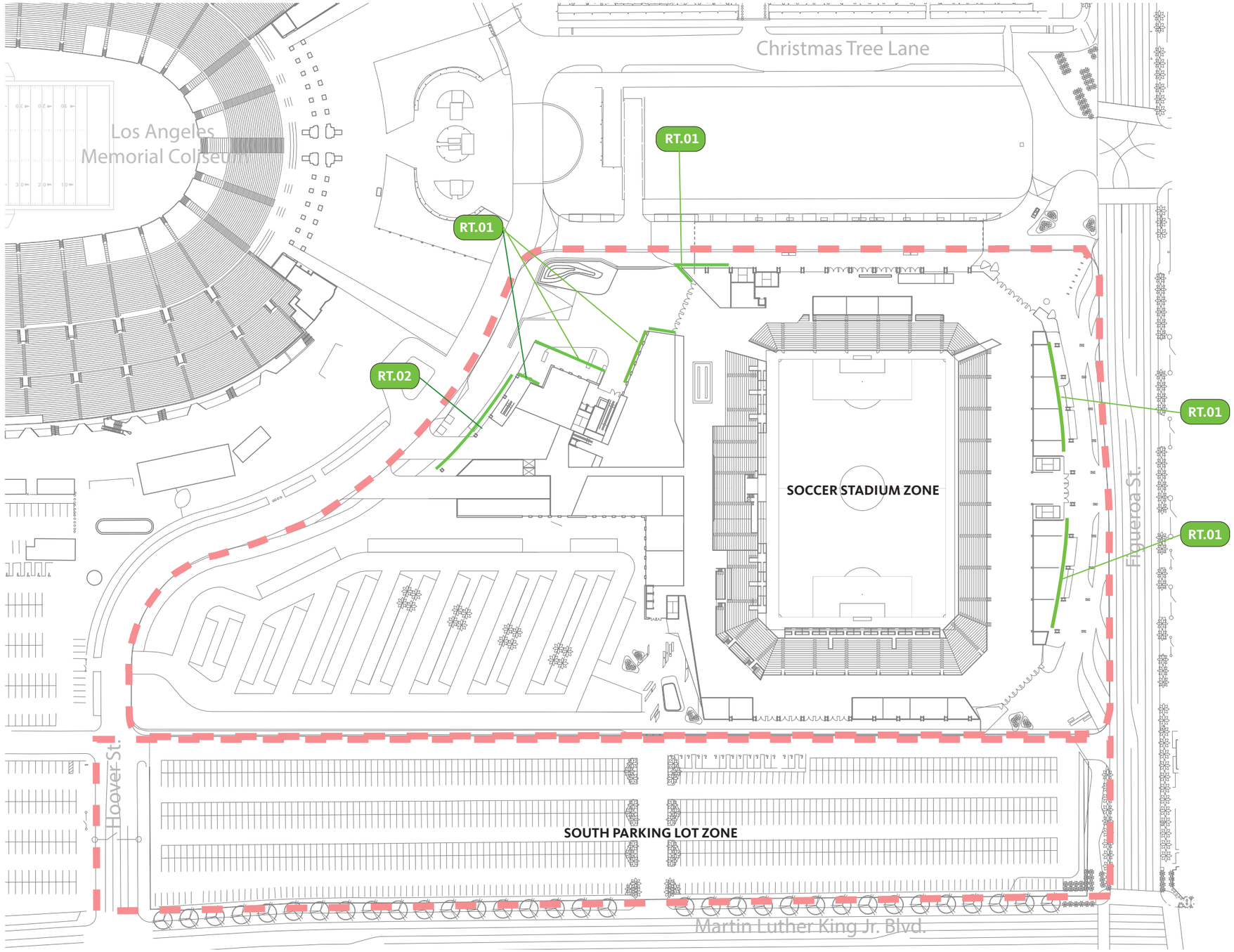

Conceptual Sign Location Plan of Retail Tenant Signs

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 Idenitty

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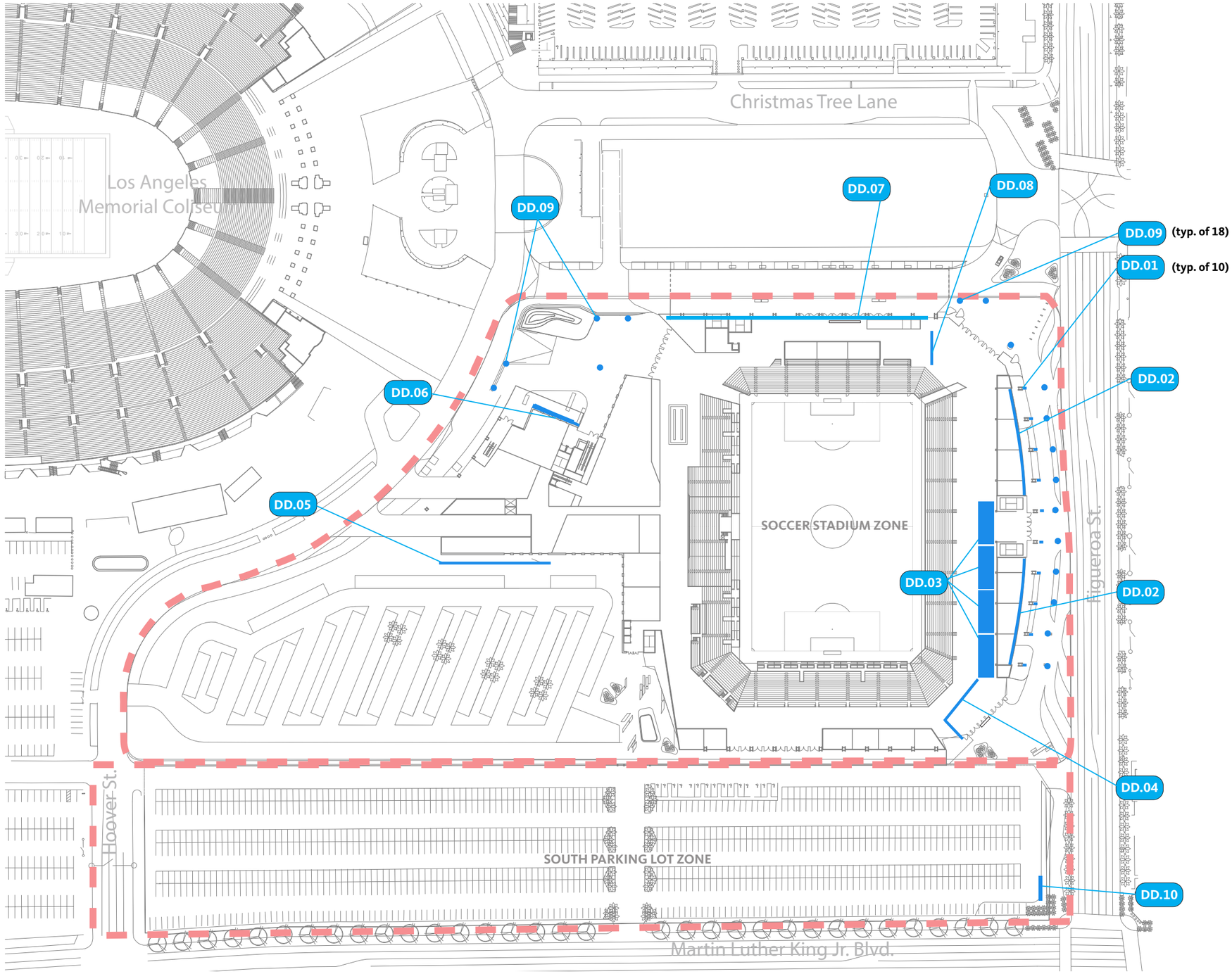
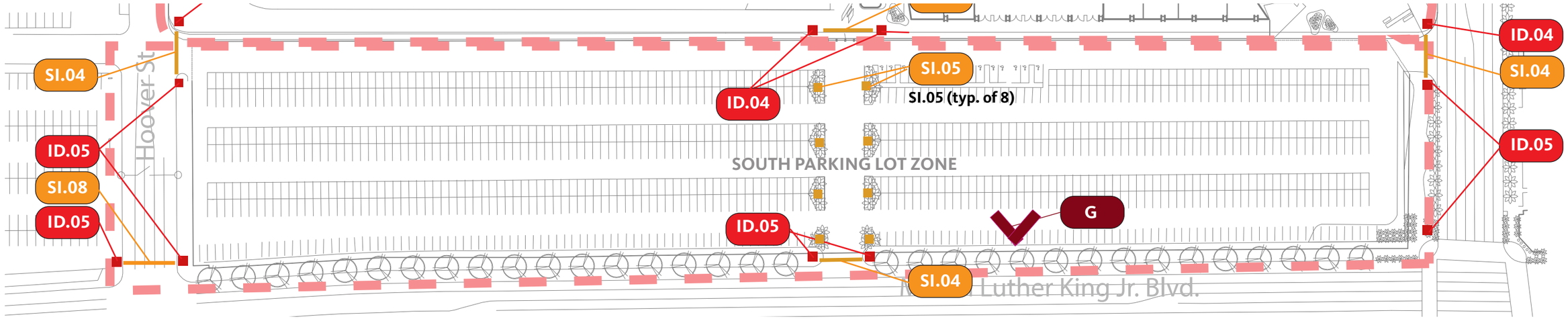


Conceptual Sign Location Plan of Digital Display Signs

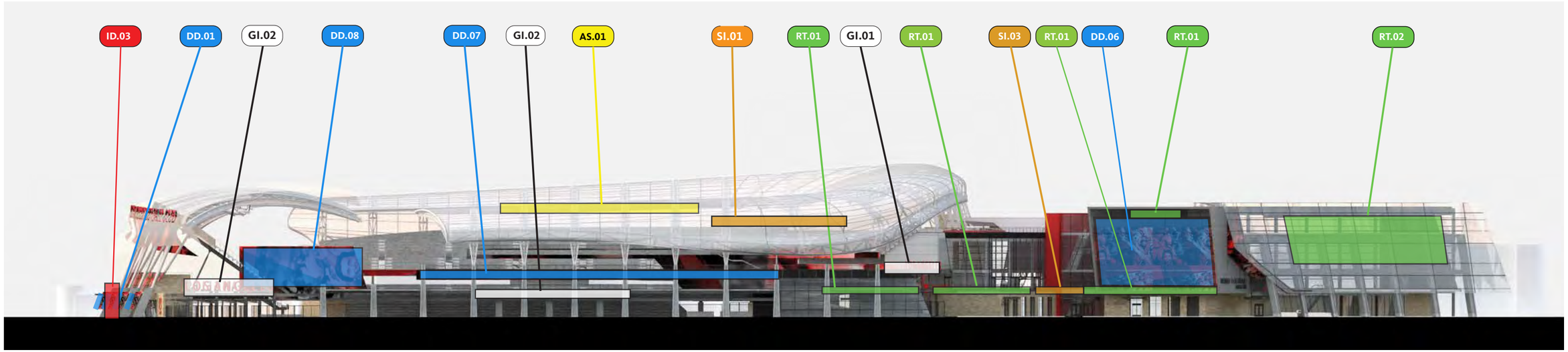


SIGN LOCATION PLAN - SOUTH PARKING LOT ZONE

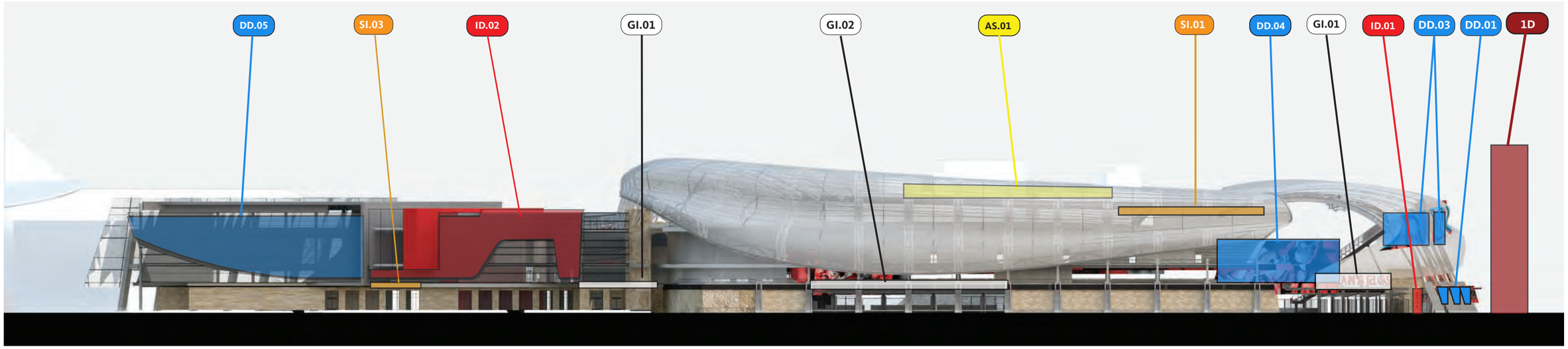
SIGN NUMBER	SIGN TYPE	SIGN TYPE DEFINITION	SIGN LOCATION ZONE	ON-SITE/OFF- SITE	ILLUMINATED	HEIGHT	WIDTH	QUANTITY	AREA (SF)	HEIGHT ABOVE GROUND
ID.05	LAFC IDENTITY	IDENTIFICATION SIGN	PRIMARY SOCCER STADIUM ZONE	ON-SITE/MARKETING SPONSORSHIP	INTERNAL	8-'-0"	20'-'0"	7	160	10'-0"
							Total Area		**1120**	
SI.04	STADIUM IDENTITY	IDENTIFICATION SIGN	PRIMARY SOCCER STADIUM ZONE	OFF-SITE SPONSORSHIP	INTERNAL	8-'-0"	20'-'0"	3	160	10'-0"
SI.05	STADIUM IDENTITY	IDENTIFICATION SIGN	PRIMARY SOCCER STADIUM ZONE	OFF-SITE SPONSORSHIP	INTERNAL	6'-0	80'-0"	8	480	48'-0"
SI.08	STADIUM IDENTITY	IDENTIFICATION SIGN (ENTITLED COLISEUM SIGN) NOTED AS 2- ID.05 AND SI.08 ON PLAN	SOUTH SOCCER STADIUM ZONE	OFF-SITE SPONSORSHIP	INTERNAL	8'-0"	54'-0"	1	432	12'-0"
							Total Area		**4752**	
DD.10	DIGITAL DISPLAY	INTEGRAL DIGITAL DISPLAY	PRIMARY SOCCER STADIUM ZONE	OFF-SITE/SPONSORSHIP	INTERNAL	18'-0	48'-0"		864	20'-0"
							Total Area		**864**	

SIGNAGE MATRIX - SOUTH PARKING LOT ZONE

Conceptual Sign Location Plan of South Parking Lot Zone Signage



NORTH STADIUM ELEVATION



SOUTH STADIUM ELEVATION

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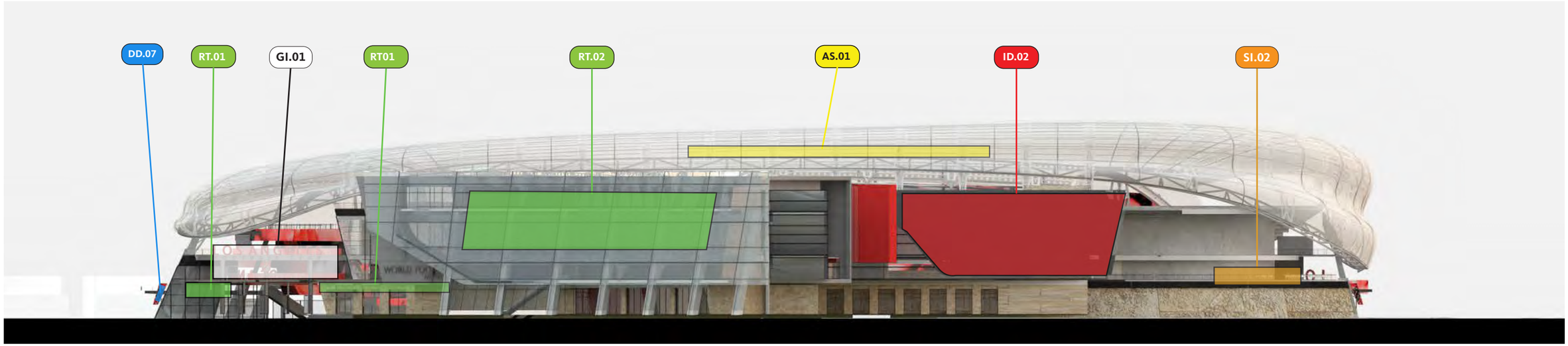
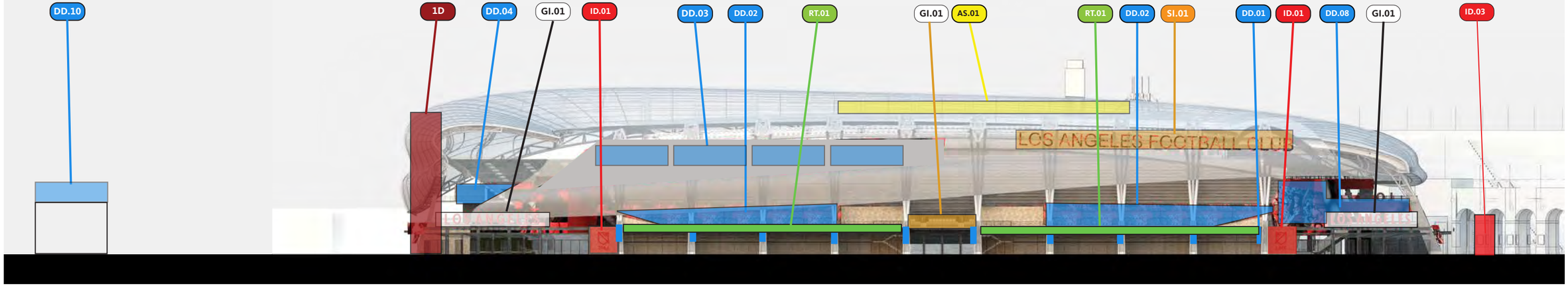


WEST STADIUM ELEVATION



EAST STADIUM ELEVATION - FIGUEROA ST.

NOTE:
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NOTE:
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SIGN NUMBER	SIGN TYPE	SIGN TYPE DEFINITION	SIGN LOCATION ZONE	ON-SITE/OFF- SITE	ILLUMINATED	HEIGHT	WIDTH	AREA (SF)	QTY	TOTAL SIGN AREA
PRIMARY STADIUM ZONE - EXTERIOR SIGNS										
1A	COLISEUM IDENTITY	COLISEUM RIM SIGN	PRIMARY STADIUM ZONE	ON-SITE	INTERNAL	12-'-0"	250'-'0"	3000	2	6000
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	EXTERNAL	30'-0"	125'-0"	3750	1	3750
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	COLISEUM/TEAM IDENTITY	BANNER SIGN	PRIMARY STADIUM ZONE	ON-SITE/MARKETING SPONSORSHIP	EXTERNAL	20'-0"	60'-0"	1200	2	2400
									TOTAL AREA	18225
PRIMARY STADIUM ZONE - INTERIOR SIGNS										
2A	STADIUM IDENTITY	WEST END SCOREBOARD	PRIMARY STADIUM ZONE	ON-SITE/MARKETING SPONSORSHIP	INTERNAL	8'-0"	160'-0"	1280	1	1280
2B	COLISEUM IDENTITY	STADIUM IDENTITY SIGN	PRIMARY STADIUM ZONE	ON-SITE/MARKETING SPONSORSHIP	INTERNAL LED	8'-0"	190'-'0"	1520	1	1520
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	TUNNEL IDENTITY SIGN	PRIMARY STADIUM ZONE	ON-SITE/MARKETING SPONSORSHIP	LED MATRIX	8'-0"	45'-0"	360	1	360
									TOTAL AREA	6360
SECONDARY STADIUM ZONE										
1E	SITE IDENTITY	VEHICLE ENTRY GATE	SECONDARY STADIUM ZONE	ON-SITE/MARKETING SPONSORSHIP	INTERNAL	35'-0"	90'-'0"	3150	2	6300
									TOTAL AREA	6300
PERIPHERY STADIUM ZONE										
1D	SOCCER STADIUM IDENTITY	DIGITAL DISPLAY 2 SIDED	SOCCER STADIUM ZONE	MARKETING SPONSORSHIP	INTERNAL LED	100'-0" **	28'-0" **	2800	2	5600
						** PROPOSED SIGN DIMENSIONS			TOTAL AREA	5600
FREEWAY ZONE										
1G	MAJOR SITE SIGN	IDENTIFICATION SIGN	FREEWAY ZONE	ON-SITE/MARKETING SPONSORSHIP	INTERNAL LED	35'-0"	40'-'0"	1400	1	1400
									TOTAL AREA	1400

Summary of Signs included in Coliseum District Specific Plan to be included in Coliseum Sign District

SIGN NUMBER	SIGN TYPE	SIGN TYPE DEFINITION	SIGN LOCATION ZONE	ON-SITE/OFF- SITE	ILLUMINATED	HEIGHT	WIDTH	AREA (SF)	QTY	TOTAL AREA
ID.01	TEAM IDENTITY	WALL SIGN	SOCCER STADIUM ZONE	ON-SITE/MARKETING SPONSORSHIP	INTERNAL	18'-0"	18'-0"	324	*4*	1296
ID.02	TEAM IDENTITY	SUPERGRAPHIC SIGN	SOCCER STADIUM ZONE	ON-SITE/MARKETING SPONSORSHIP	INTERNAL	26'-0"	146'-0"	3796	1	3796
ID.03	TEAM IDENTITY	DIGITAL DISPLAY	SOCCER STADIUM ZONE	ON-SITE/MARKETING SPONSORSHIP	INTERNAL	25'-0"	12'-0" X 8' D.	300	2 FACES	600
ID.04	TEAM IDENTITY	PILLAR SIGN	SOCCER STADIUM ZONE	ON-SITE/MARKETING SPONSORSHIP	INTERNAL	20'-0"	4'-0" X 4' D.	80	7	560
ID.05	TEAM IDENTITY	PILLAR SIGN	SOUTH PARKING LOT ZONE	ON-SITE/MARKETING SPONSORSHIP	INTERNAL	20'-0"	4'-0" X 4' D.	80	7	560
ID.06	TEAM IDENTITY	MONUMENT SIGN	SOCCER STADIUM ZONE	ON-SITE/MARKETING SPONSORSHIP	INTERNAL	4'-0"	82-0"'	328	1	328
									Total Area	**7140**
SI.01	STADIUM IDENTITY	CHANNEL LETTERS/WALL SIGN	SOCCER STADIUM ZONE	SPONSORSHIP	INTERNAL	6'-0	80'-0"	480	3	1440
SI.02	STADIUM IDENTITY	CHANNEL LETTERS/WALL SIGN	SOCCER STADIUM ZONE	SPONSORSHIP	INTERNAL	6'-0	30'-0"	180	1	180
SI.03	STADIUM IDENTITY	CHANNEL LETTERS/WALL SIGN	SOCCER STADIUM ZONE	SPONSORSHIP	INTERNAL	8'-0"	20'-0"	200	2	400
SI.04	STADIUM IDENTITY	CHANNEL LETTERS/WALL SIGN	SOUTH PARKING LOT ZONE	SPONSORSHIP	INTERNAL	8'-0"	54'-0"	432	3	1296
SI.05	STADIUM IDENTITY	PILLAR SIGN	SOUTH PARKING LOT ZONE	SPONSORSHIP	INTERNAL	20'-0"	4'-0" X 4' D.	80	8	640
SI.06	STADIUM IDENTITY	CHANNEL LETTERS/WALL SIGN	SOCCER STADIUM ZONE	SPONSORSHIP	INTERNAL	8'-0"	54'-0"	432	2	864
SI.07	STADIUM IDENTITY	PILLAR SIGN	SOCCER STADIUM ZONE	SPONSORSHIP	INTERNAL	20'-0"	4'-0" X 4' D.	80	12	960
S.08	SITE IDENTITY	VEHICLE ENTRY GATE	SOUTH PARKING LOT ZONE	SPONSORSHIP	INTERNAL	8'-0"	54'-0"	432	1	432
S.09	STADIUM IDENTITY	DIGITAL SIGN	SOCCER STADIUM ZONE	ON-SITE SPONSORSHIP	INTERNAL	40'-0"	12'-0" X 10'-0"D	480	2 SIDED	960
									Total Area	**7172**
AS.01	STADIUM IDENTITY	AERIAL VIEW SIGN	SOCCER STADIUM ZONE	ON-SITE SPONSORSHIP	INTERNAL	25'-6"	84'-0"	2142	4	8568
AS.02	STADIUM IDENTITY	AERIAL VIEW SIGN	SOCCER STADIUM ZONE	ON-SITE SPONSORSHIP	INTERNAL	14'-0"	48'-0"	672	1	672
									Total Area	**9240**
RT.01	RETAIL TENANT IDENTITY	CHANNEL LETTERS/WALL SIGN	SOCCER STADIUM ZONE	ON-SITE	INTERNAL	5'-6"(typ. ave.)	43'-0" (typ. ave.)	236.5 (typ. ave.)	TBD	8277.5
RT.02	RETAIL TENANT IDENTITY	CHANNEL LETTERS/WALL SIGN	SOCCER STADIUM ZONE	ON-SITE	INTERNAL	20'-0"	100'-0"	2000	1	2000
									Total Area	**10277.5**

Summary of Proposed Signs

SIGN NUMBER	SIGN TYPE	SIGN TYPE DEFINITION	SIGN LOCATION ZONE	ON-SITE/OFF- SITE	ILLUMINATED	HEIGHT	WIDTH	AREA (SF)	QTY	TOTAL AREA
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"	48'-0"	288	2	576
DD.03	DIGITAL DISPLAY	INTEGRAL DIGITAL DISPLAY	SOCCER STADIUM ZONE	SPONSORSHIP	INTERNAL	14'-0"	48'-0"	672	4	2688
DD.04	DIGITAL DISPLAY	INTEGRAL DIGITAL DISPLAY	SOCCER STADIUM ZONE	SPONSORSHIP	INTERNAL	14'-0"	52'-0"	728	1	728
DD.05	DIGITAL DISPLAY	INTEGRAL DIGITAL DISPLAY	SOCCER STADIUM ZONE	SPONSORSHIP	INTERNAL	22'-0"	60'-0"	1320	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	PILLAR SIGN	SOCCER STADIUM ZONE	OFF-SITE/SPONSORSHIP	INTERNAL	10'-0"	2'-0"	20	18	360
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	**11952**

C0.00	CONCOURSE IDENTITY	BANNER SIGNS (THRU-OUT ZONE)	SOCCER STADIUM ZONE	TEAM SPONSORSHIP	Non-Illuminated	10'-0"	2'-0"	20	56	1120
									Total Area	**1120**

GI.01	GATE ENTRY IDENTITY	CHANNEL LETTERS/WALL SIGN	SOCCER STADIUM ZONE	ON-SITE SPONSORSHIP	INTERNAL	8-'-0"	20'-'0"	160	6	960
GI.02	GATE/TEAM/STADIUM ENTRY IDENTITY	CHANNEL LETTERS/WALL SIGN	SOCCER STADIUM ZONE	ON-SITE SPONSORSHIP	INTERNAL	4-'-0"	10-'0"	40	1	40
									Total Area	**1000**

Summary of Proposed Signs

SIGN NUMBER	SIGN TYPE	SIGN TYPE DEFINITION	SIGN LOCATION ZONE	ON-SITE/OFF- SITE	ILLUMINATED	HEIGHT	WIDTH	AREA (SF)	QTY	TOTAL AREA
A	EXISTING MONUMENT TO REMAIN	MONUMENT	SECONDARY STADIUM ZONE	ON-SITE	EXTERNAL				1	
B	EXISTING MONUMENTS TO REMAIN	MONUMENT	SECONDARY STADIUM ZONE	ON-SITE	EXTERNAL				1	
C	EXISTING LED INFORMATION IN R-O-W - TO REMAIN	PILLAR DSIGN	SOUTH PARKING LOT ZONE AND SECONDARY STADIUM ZONE	ON-SITE	EXTERNAL				2	
G	EXISTING BILLBOARDS TO REMAIN	BILLBOARD	SOUTH PARKING LOT ZONE AND SECONDARY STADIUM ZONE	OFF-SITE	EXTERNAL				1 (2 SIDED)	
H	EXISTING PARK DIRECTIONAL TO REMAIN	PILLAR SIGN	SECONDARY STADIUM ZONE	OFF-SITE	EXTERNAL				1	
I	EXISTING PARK IDENTITY TO REMAIN	PILLAR SIGN	SECONDARY STADIUM ZONE	OFF-SITE	EXTERNAL				1	

Existing Signs to Remain - Not Part of Proposed Sign District Signage

SCHEDULE 1
INSURANCE TO BE MAINTAINED BY BUILDERS AND DESIGN PROFESSIONALS

1. COMMERCIAL GENERAL LIABILITY: **Limits of Liability**
Arising from on- site and off- site operations

General Aggregate (Bodily Injury & Property Damage)	$1,000,000
Products/Completed Operations Aggregate	$1,000,000
Personal/Advertising Injury Aggregate	$1,000,000
Each Occurrence Limit	$1,000,000
Fire Damage Legal Liability (any one fire)	$100,000
Medical Expense Limit (any one person)	$10,000

2. BUILDERS EXCESS LIABILITY: not less than:

Each Occurrence	$50,000,000
Products/Completed Operations Aggregate	$50,000,000
Annual Aggregate	$50,000,000

The foregoing limits in this Section 2 shall be subject to Section 9.8.1(iii)

3. AUTOMOBILE LIABILITY:
Arising from on- site and off- site operations
Per Occurrence $1,000,000
Must list "Any Auto" or "Owned, Non- Owned & Hired"

4. WORKERS' COMPENSATION & EMPLOYERS' LIABILITY:

Workers' Compensation	Statutory Limits
Employers' Liability	
Each Accident	$1,000,000
Disease- Policy Limit	$1,000,000
Disease- Each Employee	$1,000,000

Workers' Compensation insurance providing statutory benefits imposed by California State or federal law such that (a) Tenant will have no liability to Builder or any of its employees, subcontractors and agents; and (b) Builder will satisfy all Workers' Compensation obligations imposed by state law. If Builder has any employees who are subject to the right and obligations of the Longshoreman and Harbor Worker's Act, then the Workers' Compensation insurance must be broadened to provide such coverage.

5. CONTRACTORS POLLUTION LIABILITY:
Including Mold, Asbestos, Transportation & Non- Owned Disposal Sites

Each Occurrence Limit	$10,000,000
Aggregate Limit	$10,000,000

6. PROFESSIONAL LIABILITY (If Applicable):
Professional Liability (aka Errors & Omissions Liability) insurance shall be required from any Builder or Architect providing any professional design or design/build services. Policies shall be maintained continuously throughout the construction period and for 3 years from project completion. The policy shall not exclude damages from Bodily Injury and Property Damage. Limit required shall be a minimum of:

Each Claim	$10,000,000
Annual Aggregate	$10,000,000

Schedule 1 Notes:

1. Except for Professional Liability insurance, coverage shall be on an Occurrence form.

2. Commercial General Liability and Automobile Liability policies shall name as Additional Insured Tenant, Landlord, and any additional entities as they may request or be required to name pursuant to any lease, contract or permit as it relates to the contract. The Additional Insured endorsement, equivalent to ISO form CG2010 (11/85 edition date), will state that coverage provided to the additional insureds is primary and non- contributing with any other insurance available to the additional insureds, and apply to both ongoing and completed operations.

3. Except for Professional Liability insurance, all policies shall provide a Waiver of Subrogation in favor of Tenant, Landlord and their respective Additional Insureds.

4. Each insurance carrier listed under "Companies Affording Coverage" must have an A.M Best rating of "A- VIII" or better, and the rating must be noted beside the carrier's name on the certificate.

5. Certificate of Insurance Requirements: Workers' Compensation & Employers' Liability applies to work performed both on and off the project. Waiver of subrogation in favor of Tenant, its affiliates and subsidiaries, and Builder and all Subcontractors insured under the OCIP or CCIP program, and Landlord and its Additional Insureds. Subcontractors are required to indemnify, defend and hold harmless Tenant, Builder, Landlord and their respective affiliates and subsidiaries from and against all claims arising from Workers' Compensation coverage.

6. Each certificate of insurance shall provide for written notice to Tenant and Landlord no less than thirty (30) calendar days prior to any cancellation (except 10 days' notice for non- payment) or material change in coverage, and shall not be qualified by the words "endeavor to" or similar words.

7. Construction Contracts will require that the entire amount of any Deductible and/or Self- Insured Retention under any policy described herein shall be paid by Builder.

8. Construction Contracts will require Builders to require its independent contractors and subcontractors to maintain the insurance specified in Items 1 - 4 above, subject to Section 9.8.1(iii) of this Lease with respect to Item 2.

9. Failure to request such policies will not waive any rights or constitute an admission of any kind.

10. Receipt of such certificates, endorsements or policies by Landlord does not constitute approval as to their form or content.

EXHIBIT D-1

Depiction of Temporary Construction Parking Easement Area

[See the following one (1) page]

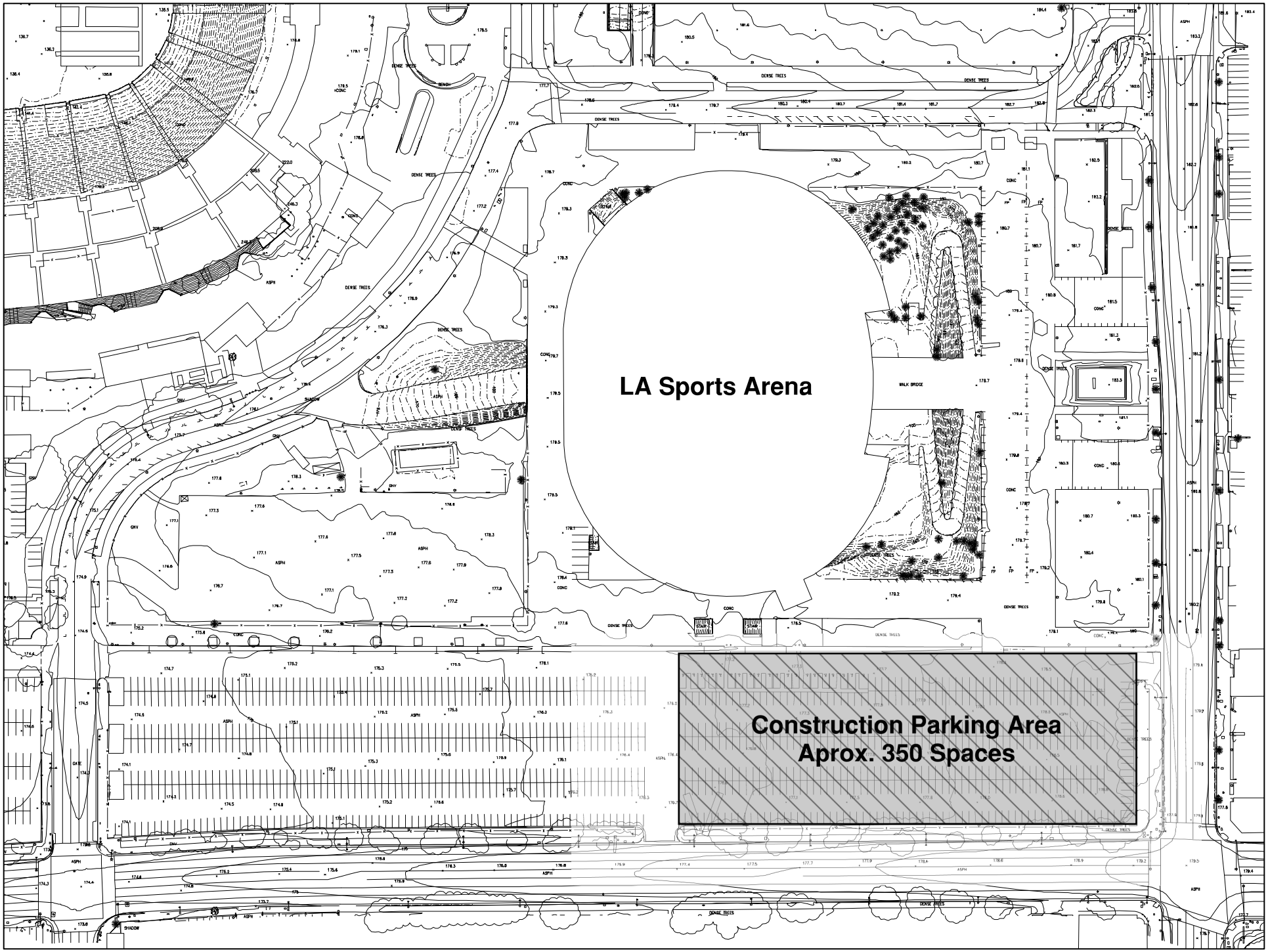
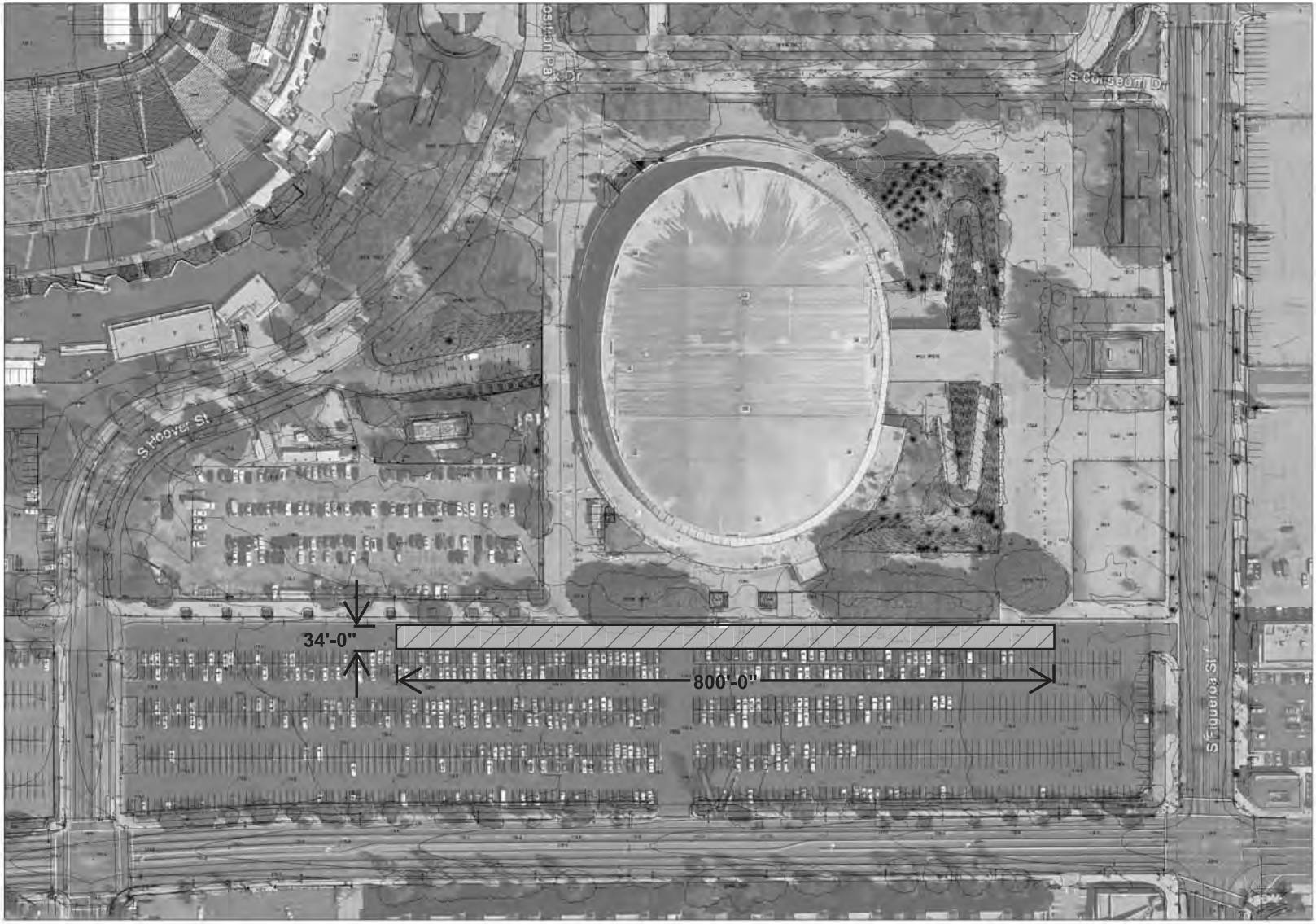

LA Sports Arena
Construction Parking Area
Aprox. 350 Spaces

EXHIBIT D-2

Depiction of Temporary Construction Access and Staging Area

[See the following one (1) page]



0 10 30 50 100 200

LA Sports Arena

North

Oct 20, 2015

EXHIBIT E

Depiction of District Parking Areas

[See the following one (1) page]



Exposition Park - Parking Areas

EXHIBIT F

Form of Memorandum of Non-Disturbance Agreement

THIS INSTRUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

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

Above space reserved for Official Records, Los Angeles County Recorder

MEMORANDUM OF AGREEMENT
(NON-DISTURBANCE AGREEMENT)

THIS MEMORANDUM OF AGREEMENT (this "**Memorandum**") is executed as of the ___ day of _____, 2015, between **SIXTH DISTRICT AGRICULTURAL ASSOCIATION**, an institution of the State of California ("**District**") also known as the California Science Center pursuant to §4101 of the California Food and Agricultural Code, the **LOS ANGELES MEMORIAL COLISEUM COMMISSION**, a joint powers authority entity created by agreement among public agencies pursuant to Title 1, Division 7, Chapter 5 (Section 6500 et seq.) of the California Government Code ("**Commission**"), and **LAFC SPORTS, LLC**, a Delaware limited liability company ("**LAFC**," and, together with District and Commission, the "**Parties**").

RECITALS

A. District is the fee owner of certain real property located in Los Angeles, California bounded on the north by Exposition Boulevard, on the east by Figueroa Street, on the south by Martin Luther King Jr. Boulevard and on the west by Vermont Avenue commonly known as Exposition Park ("**Exposition Park**"). Exposition Park, excluding a portion thereof leased to University of Southern California ("**USC**") including the Los Angeles Memorial Coliseum, is more particularly described on **Exhibit A** attached hereto and made a part hereof by reference.

B. The District previously leased to the Commission a portion of Exposition Park more particularly described in **Exhibit B** attached hereto and made a part hereof by reference (the "**Sports Arena Property**"). The Commission subsequently subleased the Sports Arena Property to USC.

C. USC and LAFC previously entered into that certain Ground Lease dated as of _____, 2015 (the "**Ground Lease**"), whereby USC, as landlord thereunder, sub-subleased to LAFC, as tenant thereunder, the Sports Arena Parcel (hereinafter referred to as the "**Premises**"), which Ground Lease is evidenced by a certain Memorandum of Lease recorded prior to but concurrently herewith.

NOW, THEREFORE, in consideration of the foregoing recitals, the terms of which are incorporated herein by this reference, the mutual covenants and agreements of the Parties contained in the Agreement (as hereinafter defined) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby acknowledge and agree as follows:

1. Agreement. In conjunction with the Ground Lease, District, Commission and LAFC entered into that certain Non-Disturbance Agreement dated as of December 1, 2015 (the "**Agreement**") with respect to the Ground Lease pursuant to which, among other things, District and Commission consented to the Ground Lease and agreed to recognize the Ground Lease as a direct lease under certain circumstances more particularly described therein. The Agreement also provided certain provisions related to (i) LAFC's use of parking areas in Exposition Park, and (ii) the scheduling of events at the Premises.

2. Purpose. This Memorandum is being made and entered into for the purpose of providing notice of the existence of the Agreement and is subject in each and every respect to the terms, covenants and conditions contained in the Agreement, which is incorporated herein by reference. This Memorandum shall not in any matter or form whatsoever alter, modify or vary the terms, covenants and conditions of the Agreement.

3. Successors and Assigns. This Memorandum shall bind and inure to the benefit of the Parties and their respective heirs, legal representatives, successors and permitted assigns. For clarity, District is also known as the California Science Center pursuant to §4101 of the California Food and Agricultural Code.

4. Counterparts. This Memorandum may be executed in multiple original counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

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

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Agreement (Non-Disturbance Agreement), under seal, as of the day and year first above written.

DISTRICT:

SIXTH DISTRICT AGRICULTURAL ASSOCIATION,
an institution of the State of California

By:_____
Name:_____
Title:_____

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

By:_____
Name:_____
Title:_____

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

By:_____
Name:_____
Title:_____

APPROVED AS TO FORM:

Department of General Service,
Office of Legal Services

By:_____
Name:_____
Title:_____

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

STATE OF CALIFORNIA)
) ss
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Signature_____ (Seal)

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

STATE OF CALIFORNIA)
) ss
COUNTY OF _____)

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

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Signature_____ (Seal)

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STATE OF CALIFORNIA)
) ss
COUNTY OF _____)

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Signature_____ (Seal)

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STATE OF CALIFORNIA)
) ss
COUNTY OF _____)

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

WITNESS my hand and official seal.

Signature_____ (Seal)

COMMISSION:

LOS ANGELES MEMORIAL COLISEUM COMMISSION

By:_____
Name: Mark Ridley-Thomas
Title: President

APPROVED AS TO FORM:

By:_____
Commission Legal Counsel

APPROVED AS TO FORM:

By:_____
Munger, Tolles & Olson LLP

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STATE OF CALIFORNIA)
) ss
COUNTY OF _____)

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

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Signature_____ (Seal)

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STATE OF CALIFORNIA)
) ss
COUNTY OF _____)

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STATE OF CALIFORNIA)
) ss
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Signature_____ (Seal)

LAFC:

LAFC SPORTS, LLC,
a Delaware limited liability company

By:_____
Name:_____
Title:_____

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

STATE OF CALIFORNIA)
) ss
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Signature_____ (Seal)

EXHIBIT A

Legal Description of Exposition Park (excluding Coliseum Property)

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

A) *The Coliseum Property*:

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

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

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

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

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

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

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

6. Northwesterly along said curve, 231.72 feet through a central angle of 25°33'22" to the beginning of a compound curve, concave southwesterly, having a radius of 401.50 feet, a radial line to said beginning bears North 40°05'23" East; thence

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

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

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

1. North 60°56'49" East 116.22 feet; thence

2. North 65°14'59" East 35.21 feet; thence

3. North 73°29'44" East 43.02 feet; thence

4. North 83°36'54" East 60.59 feet; thence

5. North 88°46'34" East 55.47 feet; thence

6. South 86°32'11" East 37.49 feet; thence

7. South 84°13'36" East 52.11 feet; thence

8. South 77°16'26" East 37.46 feet; thence

9. South 20°48'26" East 60.08 feet; thence

10. South 67°37'31" East 85.52 feet; thence

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

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

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

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

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

B) The *City Parcel*:

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

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

ALSO, That portion of Southern California District Agricultural Park and Adjoining Lots, in the City of Los Angeles, County of Los Angeles, State of California, as shown on Map recorded in Book 4, Page 352

of Miscellaneous Records, and those portions of Lots 1, 2, 3, 4 and 5 in Block "A" of Tract 4719, in the City of Los Angeles, County of Los Angeles, State of California, as shown on Map recorded in Book 52, Page 48 of Maps, in the Office of the County Recorder of said County, together with that portion of the that vacated alley adjacent northerly to said Lots by Ordinance No. 115,592 of the City of Los Angeles, recorded March 11, 1960 as Instrument No. 4675 in the Office of the County Recorder of said County, described as follows: BEGINNING at the southwesterly corner of Lot 1 of Tract No. 4719 as shown on Map recorded in Book 52, Page 48 of Maps in said Recorder's Office; thence along the westerly line of said Lot 1, said westerly line being the easterly line of Menlo Avenue, 60 feet in width, formerly Agricultural Avenue, as shown on said Map of Tract No. 4719 and shown on said Map of Southern California District Agricultural Park and Adjoining Lots, N0°05'21"W 118.66 feet to a point on the southerly line of the north 120.00 feet of said Lot 1; thence along said southerly line N89°54'34"E 140.00 feet to the easterly line of said Lot 1; thence along said easterly line and its northerly prolongation of said Lot 1 N0°05'07"W 142.00 feet to a point on the northerly line of the alley, 22 feet in width, now vacated, shown on said Map of Tract No. 4719; thence along said northerly line of said alley S89°54'34"W 140.00 to said easterly line of Menlo Avenue; thence along said easterly line of Menlo Avenue N0°05'21"W 283.55 feet to the southerly line of the unrecorded Coliseum Lease dated January 3,1956 as shown on Record of Survey filed in Book 90, Pages 19 to 23 inclusive of Records of Surveys, in said Recorder's Office; thence along the southerly line of said unrecorded lease as shown on said record of survey the following 10 courses:

1 N60°03'24"E 116.21 feet;

2 Thence N65°03'34"E 35.21 feet

3 Thence N73°18'19"E 43.02 feet

4 Thence N83°25'29"E 60.59 feet

5 Thence N88°35'09"E 55.47 feet

6 Thence S86°43'36"E 37.49 feet

7 Thence S84°25'01"E 52.11 feet

8 Thence S77°27'51"E 37.46 feet

9 Thence S20°59'51"E 60.08 feet

10 Thence S67°48'56"E 53.22 feet

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

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

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

EXHIBIT B

Legal Description of Premises

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

PARCEL 1:

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

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

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

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

PARCEL 2:

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

COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF FIGUEROA STREET, 100 FEET WIDE, WITH THE NORTHERLY LINE OF TRACT NO. 4719, AS SHOWN ON MAP RECORDED IN BOOK 52, PAGE 48, OF MAPS, IN THE OFFICE OF SAID RECORDER; THENCE ALONG SAID WESTERLY LINE, NORTH 00° 07' 55" WEST 40.60 FEET TO THE TRUE POINT OF BEGINNING; THENCE ALONG SAID

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

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

PARCEL 3:

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

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

COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF FIGUEROA STREET, 100 FEET WIDE, WITH THE NORTHERLY LINE OF TRACT NO. 4719, AS SHOWN ON MAP RECORDED IN BOOK 52, PAGE 48, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG SAID WESTERLY LINE, N00°03'50"W 40.60 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE, N00°03'50"W 640.76 FEET TO THE TRUE POINT OF BEGINNING OF THIS EXCEPTION PARCEL; THENCE S89°57'10"W, 222.00 FEET TO THE WEST LINE OF SAID LOT P; THENCE N00°03'50"W, ALONG SAID WEST LINE, 43.16 FEET TO THE NORTHWEST CORNER OF SAID LOT P; THENCE S89°52'37"E, ALONG THE NORTH LINE OF SAID LOT P, 222.00 FEET TO THE NORTHWEST CORNER OF SAID LOT P, SAID POINT BEING ON THE WESTERLY LINE OF FIGUEROA STREET; THENCE S00°03'50"E, ALONG SAID WESTERLY LINE, 42.50 FEET TO THE TRUE POINT OF BEGINNING.

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

THE BOUNDARY OF THE LAFC PREMISES (INCLUDING ALL OF THE FOREGOING PARCEL DESCRIPTIONS) IS ALSO KNOWN AS:

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

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

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