

**AMENDMENT TO COLISEUM LEASE**

This AMENDMENT TO COLISEUM LEASE is executed this 13<sup>th</sup> 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 revenues 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.

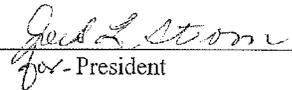
2. Except as expressly changed or modified by this Amendment, all other terms and conditions of the Coliseum Lease shall remain in full force and effect.

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)

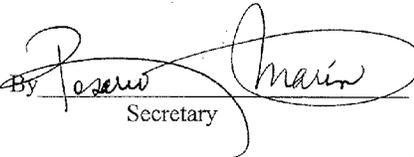
By   
for - President

APPROVED AS TO FORM:

By   
Commission Counsel

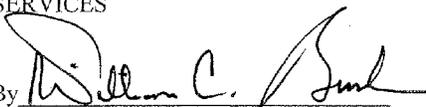
APPROVED:

STATE AND CONSUMER  
SERVICES AGENCY

By   
Secretary

APPROVED:

DEPARTMENT OF GENERAL  
SERVICES

By   
Director