

AMENDMENT TO COLISEUM LEASE

This AMENDMENT TO COLISEUM LEASE (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 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. Lessee and the University of Southern California ("*USC*") entered into a Second Amendment to Lease and Agreement dated July 29, 2013 (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 Coliseum Lease in certain respects 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, 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. 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 it will notify Lessor by September 30 each year whether Lessee has funds available to fulfill clause (ii) ("Available Funds"). If Lessee so notifies Lessor of the existence of Available Funds, then Lessor shall provide to Lessee by December 31 a list of projects or programs benefiting or enhancing Exposition Park that Lessor proposes be funded, in part or in whole, with the Available Funds, with priority given to common-area projects in Exposition Park that would enhance the visitor

experience to the Coliseum and/or Sports Arena facilities and that are located outside the perimeter of the property leased by Lessor to Lessee. Lessee agrees to review such lists by April 30 of each year and then transfer to Lessor the Available Funds required for Lessor to complete one or more of the specific projects or programs which Lessee and Lessor reasonably approve based on the above-referenced priority. Lessor shall provide Lessee with an annual report regarding the status of the projects and programs funded in whole or in part by the Available Funds.

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. 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 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.

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

IN WITNESS WHEREOF, Lessor and Lessee have entered into this Amendment
as of the date first set forth above.

<p>LOS ANGELES MEMORIAL COLISEUM COMMISSION</p> <p>By: <u></u> Don Knabe, President</p> <p>APPROVED AS TO FORM:</p> <p>By: <u></u> Thomas J. Faughnan Commission Legal Counsel</p> <p>APPROVED AS TO FORM:</p> <p>By: <u></u> Munger, Tolles & Olson LLP</p>	<p>CALIFORNIA SCIENCE CENTER, also known as the SIXTH DISTRICT AGRICULTURAL ASSOCIATION</p> <p>By: <u></u> Name: <u>Irene Romero</u> Title: <u>Member, Board of Directors</u></p> <p>APPROVED:</p> <p>CALIFORNIA NATURAL RESOURCES AGENCY</p> <p>By: <u></u> Name: <u>Patrick Kemp</u> Title: <u>Asst Secy</u></p> <p>APPROVED:</p> <p>DEPARTMENT OF GENERAL SERVICES</p> <p>By: <u></u> Name: <u>Michael Bunker</u> Title: <u>Chief, Prop/Property Services</u></p>
---	--