

FIRST AMENDMENT TO NON-DISTURBANCE AGREEMENT

THIS FIRST AMENDMENT TO NON-DISTURBANCE AGREEMENT (this "**Amendment**") is made as of the 28th day of September, 2017 (the "**Effective Date**"), by and among the **SIXTH DISTRICT AGRICULTURAL ASSOCIATION** ("**District**"), an institution of the State of California ("**State**"), 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 STADIUMCO, LLC**, a Delaware limited liability company ("**LAFC**").

RECITALS:

A. District, Commission and LAFC Sports, LLC ("**LAFC Sports**") previously entered into a certain Non-Disturbance Agreement dated as of December 1, 2015 (the "**NDA**"). The NDA was evidenced by that certain Memorandum of Agreement (Non-Disturbance Agreement) dated as of December 1, 2015 and recorded in the Recorder's Office for Los Angeles County on August 9, 2016 as Document No. 20160935905 (the "**MOA/NDA**"). Capitalized terms used herein and defined in the NDA (or, the LAFC Lease as provided in the NDA) shall have the same meanings herein as are ascribed to such terms in the NDA (or LAFC Lease, as applicable) unless otherwise defined herein or the context dictates otherwise.

B. LAFC Sports subsequently entered into that certain Assignment of Ground Lease dated as of August 8, 2016 and recorded in the Recorder's Office for Los Angeles County on August 9, 2016 as Document No. 20160935908 whereby LAFC Sports assigned to LAFC all of LAFC Sport's right, title and interest in and to the LAFC Lease, the NDA, the other LAFC Lease Documents and the Recorded Memorandum (as defined in the Assignment of Ground Lease).

C. The District and Lucas Museum of Narrative Art, a California nonprofit public benefit corporation ("**LMNA**") intend to enter into a ground lease (the "**LMNA Museum Lease**") for the development of a new museum to be known as the Lucas Museum of Narrative Art (the "**LMNA Museum**") in Exposition Park on a portion of the District Parking Areas consisting of Parking Lot 2, Parking Lot 3 and a portion of Parking Lot 1 approximately as described and depicted on **Exhibit A-1** attached hereto. The construction obligations under the LMNA Museum Lease with respect to the completion of the LMNA Project (as hereinafter defined) including the Underground Structures (as hereinafter defined) have been unconditionally guaranteed by George W. Lucas, Jr., individually and in his capacity as trustee of the George W. Lucas, Jr. Seventh Amended and Restated Living Trust dated May 3, 2016, as amended ("**Lucas Guarantor**" which, together with LMNA is sometimes collectively referred to herein as the "**LMNA Parties**") pursuant to a certain construction completion guaranty (the "**Completion Guaranty**"). The District and LMNA also intend to enter into a certain Parking License Agreement (the "**Parking License Agreement**") related to the use, operation, maintenance and control of the North Underground Structure (as hereinafter defined). The LMNA Museum Lease, together with the Completion Guaranty and the Parking License Agreement, are collectively referred to herein as the "**LMNA Lease Documents**."

D. The LMNA Lease Documents and the development and construction project contemplated therein related to the LMNA Museum, including all on-site and off-site improvements required thereunder, including the Underground Structures and relocation of the athletic field on Parking Lot 1A (collectively, the "**LMNA Project**") contemplates a modification to the District Parking Areas under the NDA. Pursuant to the LMNA Museum Lease, the LMNA Project will be constructed in three phases consisting of the relocation of Soboroff Field (Parking Lot 1A) ("**Phase 1**"), the construction of

the South Underground Structure (as defined below) ("**Phase 2**") and the construction of the LMNA Museum including the North Underground Structure ("**Phase 3**"). During construction of each phase, the surface parking spaces affected by such phase of construction in Parking Lot 1, Parking Lot 2 and/or Parking Lot 3 (the "**Affected Spaces**") will be withdrawn from the District Parking Areas and thereafter replaced by the Underground Structures containing at least the amount of parking spaces contained in the Affected Spaces, plus all parking required for the LMNA Museum. The Parking Lots which include the Affected Spaces as they are withdrawn in accordance herewith are collectively, the "**Withdrawn Lots**," and each a "**Withdrawn Lot**."

E. As part of the LMNA Project, LMNA is obligated to build two (2) underground parking structures (collectively, the "**Underground Structures**") approximately as shown on Exhibit E-1 attached hereto, with one on the (i) southern portion of the LMNA Project (but off of the premises leased by LMNA under the LMNA Museum Lease) approximately beneath the current location of portions of Parking Lot 1A and Parking Lot 2 (the "**South Underground Structure**") which shall contain at least 1,316 parking spaces and upon completion will be owned and operated entirely by the District; and (ii) northern portion of the LMNA Project on the premises leased by LMNA approximately beneath the current location of Parking Lot 3 and a portion of Parking Lot 2 (the "**North Underground Structure**") which shall contain at least 975 parking spaces, consisting of the replacement 375 NHM Reserved Spaces and the remaining parking spaces reserved for use by the LMNA Museum (the "**LMNA Reserved Spaces**") which shall be operated and maintained by District pursuant to the Parking License Agreement. Subject to the terms of the NDA, as amended herein, all of the parking spaces in the Underground Structures will become part of the District Parking Areas upon completion thereof, which is anticipated to occur on or about May 1, 2019.

F. The NDA provided LAFC with certain protections with respect to transactions or agreements that could adversely affect LAFC Lease Rights, including its right to use the District Property. On June 12, 2017, LAFC delivered a written notice to the District (the "**LAFC NDA Notice**") advising that the LMNA Project contravenes such protective covenants. The LAFC NDA Notice further indicated that, while LAFC generally supported the LMNA Project for Exposition Park, it must receive all required LAFC Agreements (as hereinafter defined) prior to the final approval and execution of the LMNA Lease Documents and prior to commencement of construction of the LMNA Project. The draft LMNA Museum Lease approved at the California Science Center Board Meeting on June 14, 2017 expressly obligates LMNA to work with USC and LAFC to negotiate arrangements with LAFC and USC, including an amendment to the NDA and an amendment to the USC NDA (the "**USC NDA Amendment**") prior to commencement of construction of the LMNA Project (the "**LMNA Lease Condition**"). All arrangements, assurances and agreements required by LAFC in connection with the LMNA Project and LMNA Lease Documents, including this Amendment and the other agreements and matters set forth in Section 1 of this Agreement, are collectively referred to herein as the "**LAFC Agreements**."

G. LAFC, the District and the Commission now desire to enter into this Amendment to, among other things, memorialize the terms of LAFC's consent to the LMNA Project and certain modifications to the District Parking Areas, in each case upon and subject to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, LAFC, Commission and District, intending to be legally bound hereby, hereby agree to amend the NDA as follows:

1. **L AFC Conditions.**

(a) L AFC hereby acknowledges that upon the occurrence and/or satisfaction of the last of the following events (collectively, the "**L AFC Amendment Conditions**"), L AFC will be deemed to have obtained or received all L AFC Agreements for purposes of the LMNA Lease Condition:

(i) L AFC has received this Amendment fully executed by the District and the Commission;

(ii) L AFC has received an interim parking agreement fully executed by USC, which agreement will provide L AFC with replacement parking for L AFC Parking Events during the LMNA Parking Construction Period (as hereinafter defined) (the "**USC Interim Parking Agreement**");

(iii) L AFC has received all necessary consents and approvals to this Amendment and all other L AFC Agreements, as applicable, from all necessary parties, including MLS and Leasehold Mortgagees and specifically including the written consent of L AFC Sports, LLC under that certain Team Use Agreement with L AFC dated as of August 8, 2016;

(iv) L AFC has received: (A) a fully executed and complete copy of each of the LMNA Lease Documents which must be in form and substance consistent with the terms of this Amendment and the other L AFC Agreements; (B) written confirmation that, subject only to satisfying the LMNA Lease Condition related to the USC NDA Amendment and the L AFC Agreements, the LMNA Parties are obligated to build the LMNA Project in accordance with the terms of the LMNA Lease Documents; and (C) a construction schedule for the LMNA Project reflecting the date the Underground Structures are anticipated to be completed on or before May 1, 2019;

(v) L AFC has received a letter executed by the District confirming that L AFC's Staffing Contribution payment obligation under the Supplemental Agreement to the OEA will be suspended during the LMNA Parking Construction Period; and

(vi) L AFC has received and approved (A) the final form of the USC NDA Amendment (which approval shall be subject to the terms of the NDA related to amendments to the Master Agreements) and (B) a fully executed copy of the approved USC NDA Amendment.

District and Commission acknowledge and agree that in order for any of the foregoing L AFC Amendment Condition events in clauses (i) through (vi) above to be deemed satisfied hereunder, each of the foregoing approvals, consents, documents or agreements must be (i) in form and substance reasonably satisfactory to L AFC, and (2) approved, issued and executed, as applicable, by all applicable Persons, including any Governmental Authorities toward the end that (x) any formal action required for such approval and/or execution has been properly taken or held; (y) all approvals are deemed Final Approvals, and (z) the Persons approving, issuing and/or signing the applicable approval, consent, document or agreement on behalf of any party thereto or any Governmental Authority, has all necessary right, power and authority to issue such approval or consent, and (as applicable) to execute, deliver and perform such approvals, consents, documents or agreements which shall be legally binding on the applicable approving, issuing, consenting or executing Person or Governmental Authority.

(b) As used in this Amendment, the following terms shall have the meanings set forth below:

(i) **"Comparable Rights"** shall collectively mean and refer to rights, options, benefits, privileges and remedies that are comparable to any LAFC Lease Rights that may be unavailable to LAFC as a result of the construction or operation of the LMNA Project, in each case which shall be reasonably satisfactory in form and substance to LAFC.

(ii) **"LAFC LMNA Construction Conditions"** shall collectively mean the following conditions: (A) each of the LAFC Agreements, including this Amendment, shall remain in full force and effect, free of any default thereunder by any party thereto excluding LAFC; and (B) LAFC shall have Comparable Rights with respect to parking for LAFC Events under the NDA and shall not pay or incur LAFC Other Costs (as hereinafter defined) that are not reimbursable to LAFC under the LAFC Agreements.

(iii) **"LAFC Other Costs"** shall collectively mean the aggregate of all costs, expenses, contractual liabilities that LAFC pays, suffers or incurs in connection with any alternate or replacement parking lots or parking spaces and any related transportation arrangements, including valet, shuttle bus and/or other transportation services required for any LAFC Event resulting from the unavailability of Comparable Rights for any LAFC Event, including any such rights that are not available to LAFC under the USC Interim Parking Agreement.

(iv) **"LMNA Commencement Date"** shall mean the date LMNA commences the initial phase of construction in Exposition Park related to the LMNA Project.

(v) **"LMNA Museum Excluded Spaces"** means 100 of the LMNA Museum Reserved Spaces that will not be released for use during Major Events unless expressly agreed to in writing by the LMNA Museum with respect to a specific Major Event.

(vi) **"LMNA Museum Reserved Spaces"** means all of the spaces in the North Underground Structure other than the NHM Reserved Spaces, which non-NHM Reserved Spaces are reserved for use by the LMNA Museum patrons and employees, inclusive of the LMNA Museum Excluded Spaces.

(vii) **"LMNA Parking Completion Date"** means the date that the last of the following events has occurred: (A) the construction of the Underground Structures is completed and LMNA has received Final Approvals from all applicable Governmental Authorities, including the District and the City of Los Angeles ("City"), to enable the Underground Structures to open to the public for business; (B) all of the parking spaces in the Underground Structures (which shall not be less than the amounts set forth above in Recital E above) are being operated by the District (or its designated parking agent); and (C) the effective date that the Underground Structures are added to the District Parking Areas and are available for use by LAFC under the NDA, as amended herein. If, however, the events in clauses (A) - (C) above have not occurred but LMNA or the District have caused all of the Affected Spaces to be restored to the size and location they were in prior to the LMNA Commencement Date, then the LMNA Parking Completion Date shall be deemed to have occurred on the date of LAFC's receipt of written notice from the District confirming that all Affected Spaces in the Withdrawn Lots are (1) open to the public, (2) being operated by the District (or its designated parking agent), and (3) are reinstated and included in District Parking Areas under the NDA and are available for use by LAFC as provided in the NDA (in each case without regard to any restrictions or limitations on LAFC's use of District Parking Areas in this Amendment).

(viii) **"LMNA Project Construction Period"** shall mean the period commencing on the LMNA Commencement Date and ending on the date the entire LMNA Project is complete and open to the public with the LMNA Parking Completion Date having occurred.

(ix) **"LMNA Parking Construction Period"** shall mean the period commencing on the LMNA Commencement Date and ending on the LMNA Parking Completion Date.

(d) District and Commission acknowledge and agree that as used herein and in any LAFC Lease Documents in effect prior to this Amendment, the terms (i) "LAFC Lease Documents" shall include all LAFC Agreements, including this Amendment, and (ii) "LAFC Lease Rights" shall include all rights, options, benefits, privileges and remedies provided to LAFC under the LAFC Agreements, including this Amendment, except as otherwise expressly provided herein.

2. **NDA Definitions.** Schedule 1 of the NDA is hereby amended to (i) include all additional defined terms in this Amendment, including those defined terms set forth in the Recitals, and (ii) amend and restate the following defined terms:

"Agreement" all references in the NDA or this Amendment to the words "the Agreement" or "this Agreement" or words of similar import referring to the original NDA, shall mean and refer to the NDA, as amended herein, unless the context clearly dictates otherwise.

"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, the LMNA Museum, USC and LAFC.

"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 (i) 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), or (ii) in the case of LAFC, in the Coliseum with respect to any LAFC Events held in the Coliseum as permitted under the LAFC Lease or otherwise.

"Museum Event" means an event of any kind, regardless of attendance size, scheduled by the Natural History Museum, the LMNA 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).

"NHM Reserved Spaces" means 375 parking spaces in Parking Lot 3 reserved for use by the Natural History Museum patrons, as such spaces may be relocated as described in Section 9.3.1 of this Agreement.

"Reserved Spaces" means, collectively, the CSC/CAAM Reserved Spaces, and the NHM Reserved Spaces and, for purposes of any LAFC Major Event held in the Coliseum, the LMNA Reserved Spaces if such LAFC Major Event does not take place during LMNA Museum normal business hours and only with the prior consent of LMNA granted in accordance with the LMNA Museum Lease.

3. **Additional District Agreements.**

(a) The Additional District Agreements set forth in Section 2.4 of the NDA are hereby amended to provide that District hereby represents, warrants and covenants to LAFC as follows in connection with the LMNA Project:

(i) Except as LAFC may otherwise agree in writing separate from this Amendment solely with respect to Parking Lot 1 to accommodate the commencement of construction with respect to the relocation of the athletic field, no District Parking Areas shall be withdrawn except in accordance with and subject to the terms and conditions set forth in Section 8 hereof,

(ii) The Underground Structures to be built by LMNA will (A) provide sufficient parking to accommodate all of the parking requirements imposed by the City with respect to the LMNA Museum, and (B) be built with at least the same number of Affected Spaces as are withdrawn from the District Parking Areas hereunder, including the replacement of the NHM Reserved Spaces.

(iii) District will not allow changes to the LMNA Museum Lease or construction plans for the LMNA Project that would have the effect of (A) reducing the number of parking spaces required to satisfy subsection (ii) above, or (B) extending the time for completion of the Underground Structures for reasons other than force majeure delay.

(iv) If LMNA fails to comply with the terms of the LMNA Lease Documents with respect to the construction of the Underground Structures, District shall promptly, at its sole cost and expense, diligently, continuously and vigorously enforce all of District's rights and remedies under the LMNA Lease Documents, including the LMNA Museum Lease and the Completion Guaranty against the LMNA Parties, including filing and prosecuting a lawsuit as may be necessary or required to either (A) cause the completion of the Underground Structures as soon as reasonably practicable, or (B) cause the demolition of all improvements related to the LMNA Project and the restoration of all Affected Spaces and Withdrawn Lots.

(v) Except for the temporary disruption to LAFC's use of District Parking Areas during the LMNA Parking Construction Period as contemplated under this Agreement, there is nothing contained in any of the LMNA Lease Documents, including the Parking License Agreement or, to the best of the District's knowledge, related to the LMNA Project that will limit, modify, waive, release, terminate, adversely affect, prevent, interfere with or delay (A) District's performance of all of its obligations with respect to District Parking Areas under any of the LAFC Lease Documents, including District's obligations under Sections 9.3.1 and 9.7 of the NDA, (B) any LAFC Lease Rights under the NDA, as amended by this Amendment, including under Sections 9.3.6 and 9.7 of the NDA, or (C) any of LAFC's remedies under any of the LAFC Lease Documents including the NDA, if any of the LAFC LMNA Construction Conditions are not satisfied at any time prior to the LMNA Parking Completion Date.

(vi) District shall not agree to or allow any modifications, amendments or termination of any LMNA Lease Documents, or enter into any new documents with any Exposition Park entities related to the LMNA Project that will in any manner materially and adversely affect LAFC, LAFC's Lease Rights or the LAFC Lease Documents (as and only to the extent amended by this Amendment) without LAFC's consent which shall be subject to the approval standard set forth in Section 4.5 of the NDA. Without limiting the foregoing, District (i) represents to LAFC that language identical to new NDA Section 8.1.7 below (as set forth in Section 5 of this Amendment) related to concurrent LAFC and LMNA events has been agreed to by LMNA and

added to the LMNA Museum Lease (the "Concurrent Events Agreement"), and (B) agrees that it shall not modify the LMNA Museum Lease (or take any action or provide any consent or waiver) in any manner that may limit, modify, waive, release, terminate or otherwise adversely affect the Concurrent Event Agreement, without first obtaining LAFC's prior written consent (in LAFC's sole discretion).

(vii) (A) District's approval of any LAFC Agreements (other than this Amendment) necessitated by the LMNA Project will not be required, (B) other than the USC NDA Amendment, no other Master Agreements, including the USC Lease have been or will be modified, amended, terminated, released or waived in whole or in part in connection with the LMNA Project, and (C) other than the LMNA Museum Lease, the Completion Guaranty, the Parking License Agreement, the USC NDA Amendment, this Amendment, the First Amendment to Ground Lease between the District and the City regarding the Athletic Field (the "**Field Lease Amendment**"), the Ground Lease for Two Parcels Located West of Expo Center between the District and the City (the "**Leighton Ave Ground Lease**"), that certain letter agreement between the District and LAFC regarding the commencement of construction of the Playfield, and any other document referred to in Section 1 of this Amendment, District has not received, and has no actual knowledge, of any other LMNA Lease Documents or other documents related to the LMNA Project that conflict with the NDA.

(viii) District hereby certifies and affirms that all representations and warranties made by District under the NDA remain true, correct, complete and accurate in all respects as of the date of this Amendment.

(b) District hereby agrees to indemnify, defend (at LAFC's option and with counsel subject to LAFC's reasonable approval) and hold LAFC and its Affiliates harmless from and against any and all Claims (as hereinafter defined) that the indemnified parties may pay, suffer or incur arising directly or indirectly out of any default by the District under the NDA, as amended in this Amendment. As used herein, the term "**Claims**" shall mean any or all claims, actions, demands, liabilities, damages, losses, penalties, liens, fines, costs and expenses (including reasonable attorneys' fees, court costs and other litigation expenses, regardless of whether any lawsuit is filed, and at trial or any applicable appellate level or in bankruptcy court) that LAFC may pay, suffer or incur as a result of the particular indemnified matters or events.

4. **Additional Commission Agreements.**

The Additional Commission Agreements set forth in Section 3.4 of the NDA are hereby amended to provide that Commission represents, warrants and covenants to LAFC as follows in connection with the LMNA Project:

(a) Commission shall not take any action or consent or agree to any request, document, change in plans, matter, event, condition or variance (from any of the terms of the NDA, as amended herein) related to the LMNA Project that is inconsistent with or violates any LAFC Lease Rights, including any of the terms of the NDA, as amended herein.

(b) Commission shall not enter into any new documents with any Exposition Park entities related to the LMNA Project that will in any manner materially and adversely affect LAFC, LAFC Lease Rights or the LAFC Lease Documents without LAFC's consent which shall be subject to the approval standard set forth in Section 4.5 of the NDA.

(c) (A) Commission's approval of any of the LAFC Agreements set forth in Section 1 hereof (other than this Amendment) will not be required, (B) other than the USC NDA Amendment, no other Master Agreements, including the USC Lease have been or will be modified, amended, terminated, released or waived in whole or in part in connection with the LMNA Project, and (C) other than the LMNA Museum Lease, Completion Guaranty, the Parking License Agreement, the Field Lease Amendment, and the Leighton Ave Ground Lease, Commission has not received, and has no actual knowledge, of any other LMNA Lease Documents.

(d) Commission hereby certifies and affirms that all representations and warranties made by Commission under the NDA remain true, correct, complete and accurate in all respects as of the date of this Amendment with the exception of a certain First Amendment to the Amended and Restated Los Angeles Memorial Coliseum Commission Management Agreement of 2013 in the form delivered by Commission to LAFC in connection with the negotiation of this Amendment, which amendment has been approved by the District and the City and County of Los Angeles and is currently in the process of being signed by all parties thereto.

5. **Priorities.** Section 8.1 of the NDA is amended and restated hereby to read as follows:

"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 (the foregoing, collectively, "**Coliseum Priority Events**") above all other Special Events and Major Events to be held in Exposition Park, 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 ("**Commission Priority Event**") above all other Special Events and Major Events to be held in Exposition Park, other than the Coliseum Priority Events. Commission shall provide the Exposition 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, CAAM and the LMNA Museum shall each have priority to schedule up to three (3) Museum Events per calendar year (i.e., up to twelve (12) 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, CAAM and the LMNA Museum 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, CAAM or the LMNA Museum, as applicable, 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, CAAM or the LMNA Museum, as applicable, 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, (iii) the EXPO Center shall have priority to calendar up to twenty-four (24) Special or Major Events each year, and (iv) the LMNA Museum shall have priority to calendar up to twelve (12) Special or Major Events each year, as long as, in each case, the Special or Major Events do not interfere with any Coliseum Priority Events, the Commission Priority Event, MLS Home Game Priority Events, Significant Museum Priority Events or any 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 Anything in the NDA, as amended herein, to the contrary notwithstanding, if LAFC desires to schedule a Special Event, and such Special Event would coincide or overlap with any Museum Event (other than a Significant Museum Priority Event) previously scheduled by LMNA on the Exposition Park Calendar (collectively, the "Additional LMNA Events" and each, an "Additional LMNA Event"), then (i) LAFC shall have the right to schedule its Special Event to coincide or overlap with the applicable Additional LMNA Event (without regard to any limitation on attendance at the LAFC Special Event other than as provided in the LAFC Lease or by applicable Law), and (ii) District acknowledges that LAFC shall have the right to exercise the LAFC Lease Rights with respect to the use of District Parking Areas under the LAFC Lease Documents for LAFC's Special Event, except that LAFC agrees that, if and to the extent that LMNA is unable to fully satisfy its anticipated parking requirements for an Additional LMNA Event in the 600 LMNA Reserved Spaces, then (A) LMNA will have the right to purchase from the District additional parking spaces in the District Parking Areas (the "Additional LMNA Event Overflow Parking"), which additional parking spaces shall be (1) located in the Underground Structures as close to the LMNA Museum as possible under the circumstances, (2) reasonable in number as reasonably determined by the Exposition Park Manager based on the anticipated attendance of such concurrent Additional LMNA Event, taking into account the anticipated attendance of the LAFC Special Event, and (3) upon such other terms as LMNA and the District may agree; (B) LAFC acknowledges that for any concurrent LAFC Special Event and Additional LMNA Event, where Additional LMNA Event Overflow Parking is required, that the District will not be in default under the NDA, as amended herein, by making the Additional LMNA Event Overflow Parking available to LMNA as provided above; and (C) to the extent that the remaining District Parking Areas (excluding any applicable Additional LMNA Event Overflow Parking) available to LAFC under the NDA, as amended herein (or that may otherwise be made available to LAFC by the District under the NDA), for LAFC's Special Event are not sufficient to satisfy the anticipated parking requirement for LAFC's Special Event, then LAFC shall, at its expense, exercise commercially reasonable efforts to arrange for any additional parking and transportation arrangements it may require at an alternative parking facility, including the Landlord Parking Areas under the LAFC Lease, but District acknowledges that such shortfall in parking in the District Parking Areas will not prevent or preclude the concurrent LAFC Special Event from being added to the Exposition Park Calendar or from taking place provided LAFC has demonstrated sufficient alternative parking arrangements for such concurrent LAFC Special Event.

8.1.8 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.

8.1.9 Notwithstanding Section 8.1.3, MLS Home Game Priority Events shall not preclude NHM from holding the Dinosaur Ball as one of its Significant Museum Priority Events as long as NHM does not require use of any of the District Parking Areas other than the NHM Reserved Spaces for the Dinosaur Ball."

6. **Exposition Park Events.** Section 8.3 of the NDA is amended and restated hereby to read as follows:

"8.3 **Events by Manager.** The Exposition Park Manager also independently may 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 4 - 6, load out must be completed by 4 pm. No more than six (6) swap meets may be held in Parking Lots 4 - 6 in any given year and the Exposition Park Manager shall exercise commercially reasonable efforts to minimize impacts to the daily parking rights available to LAFC under the applicable LAFC Lease Documents.

7. **Adjustment to Number of Significant Museum Events.** Section 8.4 of the NDA is amended and restated hereby to read as follows:

"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 of the NDA, as amended herein as applicable, 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, the LMNA Museum and CAAM collectively shall have priority to schedule up to eight (8) Museum Events each year and designate such Museum Events as "**Significant Museum Events**" that preclude any other USC or LAFC event from being subsequently scheduled for the same date and at times that coincide or overlap with the time of such Significant Museum Event, provided that (A) Significant Museum Events cannot preclude [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 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, the LMNA Museum and CAAM may allocate among themselves the eight (8) Significant Museum Events each year so long as no more than eight (8) Significant Museum Events are scheduled within any calendar year." *[For this Agreement, each reference to "Significant Museum Event" above should be changed to "Significant Museum Priority Event".]*

8. Withdrawn Lots and Modifications to District Parking Areas.

(a) Section 9.3.1 of the NDA is hereby amended to change the section reference to from "Section 9.10" to "Section 9.11".

(b) Subject to the terms and conditions of this Agreement, after all LAFC Amendment Conditions have been satisfied, the District shall have the right to deliver to LAFC a written notice describing the portion of the District Parking Areas that will be affected by such construction and the effective date of the withdrawal of the applicable District Parking Lot from District Parking Areas under the NDA, as amended herein (any such notice, a "Lot Withdrawal Notice"), provided that in no event shall the withdrawal effective date occur before (A) LMNA or its contractor have received all Final Approvals required to commence construction of the applicable phase of the LMNA Project, (B) the applicable proposed Withdrawn Lot(s) is/are required for use in the development of the LMNA Museum and/or related improvements, and (C) LMNA or its contractor are prepared to commence construction of such phase on or before the proposed effective date of such withdrawal.

(c) If LAFC has received a valid Lot Withdrawal Notice as provided above, then upon the applicable effective date of such withdrawal, subject to the terms of this Amendment and the LMNA Lease Documents, the applicable Withdrawn Lot(s) specified in such Lot Withdrawal Notice shall be removed from the "District Parking Areas" as used in the NDA, as amended herein, the other LAFC Lease Documents, and any Master Agreements; provided, however, upon completion and opening for operation of each of the South Underground Structure and the North Underground Structure, respectively, (i) the terms "District Parking Areas" as used in any of the foregoing documents shall automatically be amended to include such completed Underground Structure without further action or notice required, (ii) all references in the NDA, as amended herein, in any other LAFC Lease Documents or in any Master Agreements to the term "Parking Lots 1 – 6" shall automatically be amended to mean and include (x) such Underground Structure, the other Underground Structure if previously completed and open and Parking Lots 4 - 6" or (y) "such Underground Structure and the other Underground Structure if previously completed and open and Parking Lot 4, Parking Lot 5 and Parking Lot 6" without further action or notice required, and (iii) all references in the NDA, as amended herein, in any other LAFC Lease Documents or in any Master Agreements to the term "Parking Lot 1, Parking Lot 2 and Parking Lot 3" or to less than all of such parking lots, shall automatically be amended to mean and include "such Underground Structure" or, in the case of a reference to less than all of such parking lots, then to "the applicable Underground Structure" without further action or notice required. The North Underground Structure shall only be included in District Parking Areas under the NDA with respect to (A) the replacement parking spaces comprising the NHM Reserved Spaces under the NDA, and (B) solely in conjunction with Major Events, and only with the prior consent of LMNA (which LMNA may grant or withhold in its sole and absolute discretion), the LMNA Museum Reserved Spaces (excluding the LMNA Museum Excluded Spaces); otherwise the North Underground Structure and the parking spaces it contains shall not constitute any part of the "District Parking Areas" or "Parking Lots 1-6" as defined in the NDA. All references in this Amendment to the "Underground Structures" or the "North Underground Structure" shall be subject to the provisions, restrictions and limitations set forth in the immediately preceding sentence with respect to the North Underground Structure.

(d) District acknowledges and agrees that if District (and not LMNA or USC) arranges for or provides alternative, substitute or additional parking to LAFC for LAFC Parking Events that is acceptable to LAFC (the “**District Alternative Parking**”) to replace or make up for the loss of any Affected Spaces prior to the LMNA Parking Completion Date, then, for the period that the District Alternative Parking is made available by District, the District Alternative Parking shall also be included as part of “District Parking Areas” available to LAFC under the NDA, as amended herein, upon the same terms and conditions as are available to LAFC under the NDA, except that if the District Alternative Parking are located outside of Exposition Park, then the per space rate for such District Alternative Parking shall be equitably adjusted to reflect the less desirable and proximate location of such parking spaces and any LAFC Other Costs that must be incurred in connection with the use thereof, including any valet, shuttle or other transportation services and costs. Notwithstanding the foregoing, but without in any manner limiting or modifying District’s obligations or liabilities under this Amendment, District shall have no obligation to provide District Alternative Parking to LAFC.

(e) If LAFC elects pursuant to Section 9.3.6 of the NDA to oversee and supervise the parking operations at MLS Game Parking and such MLS Game Parking includes the North Underground Structure, LAFC shall be required to comply with the terms of the Parking License Agreement with regards to operation of the North Underground Structure.

(f) Anything herein to the contrary notwithstanding, if the surface level parking spaces provided in Parking Lot 1, Parking Lot 2 and Parking Lot 3 as of the date of the NDA are permanently restored or replaced at any time after the date hereof, then the terms of this Section 8 shall no longer apply and all references amended herein shall revert back to their original meaning under the NDA.

9. **Parking Lot 1A.** Upon the completion of Phase 1 of the LMNA Project, Section 9.3.7 of the NDA shall be deemed to be deleted from the NDA without further action or notice required.

10. **No Condemnation.** Notwithstanding anything in the NDA to the contrary, the withdrawal of the Withdrawn Lots and the substitution of the Underground Structures as part of District Parking Areas shall not constitute a total or partial taking or condemnation of the District Parking Areas.

11. **Choice of Law.** This Amendment shall be governed by, and shall be construed in accordance with, the laws of the District of California.

12. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or .pdf signatures to this Amendment shall be effective as originals.

13. **Severability.** If any provision of this Amendment shall be unenforceable or invalid, the same shall not affect the remaining provisions of this Amendment and to this end the provisions of this Amendment are intended to be and are severable.

14. **Binding Nature.** This Amendment shall be binding upon and inure to the benefit of the parties and their respective heirs, successors and assigns.

15. **Continued Effectiveness.** Except as expressly amended by the terms, conditions and provisions of this Amendment, the NDA and all of its terms, conditions and provisions shall remain unchanged and in full force and effect, and hereby reaffirmed, ratified and confirmed by the District, Commission and LAFC. In the event of any conflict or inconsistency between the terms and conditions of this Amendment and the terms and conditions of the NDA, the terms and conditions of this Amendment shall govern and control.

16. **Authority.** Each of the parties represents and warrants that it has the full capacity, right, power and authority to execute, deliver and perform this Amendment and that all required actions, consents and approvals therefor have been duly taken and obtained.

17. **Further Amendment.** The NDA, as amended herein, may not be further amended or modified except by written amendment executed by the District, Commission and LAFC. If requested by LAFC, District and Commission agree (i) to execute a first amendment to the MOA/NDA (the "**Amended MOA/NDA**") concurrently herewith (if requested prior to execution of this Amendment) or within sixty (60) days after written request from LAFC (if requested after execution of this Amendment), and (ii) that LAFC may record the Amended MOA/NDA at its expense against the portion of Exposition Park owned by the District, excluding the Coliseum Property.

[NO FURTHER TEXT ON THIS PAGE; SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Non-Disturbance Agreement to be duly executed by their duly authorized representatives, all as of the day and year first above written.

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: _____
Title: _____

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

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

Department of General Services, Office of Legal Services

By: _____
Name: _____
Title: _____

[DISTRICT SIGNATURE PAGE TO LAFC NDA AMENDMENT]

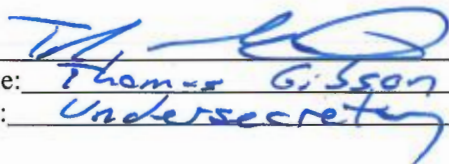
IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Non-Disturbance Agreement to be duly executed by their duly authorized representatives, all as of the day and year first above written.

DISTRICT:

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

By: _____
Name: _____
Title: _____

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

By: 
Name: Thomas Gibson
Title: Undersecretary

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

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

Department of General Services, Office of Legal Services

By: _____
Name: _____
Title: _____

[DISTRICT SIGNATURE PAGE TO LAFC NDA AMENDMENT]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Non-Disturbance Agreement to be duly executed by their duly authorized representatives, all as of the day and year first above written.

DISTRICT:


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

By: _____
Name: _____
Title: _____

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

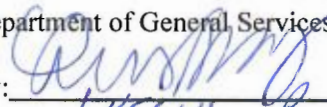
By: _____
Name: _____
Title: _____

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

By: 
Name: Jeffrey L. McGuire
Title: Chief Deputy

APPROVED AS TO FORM:

Department of General Services, Office of Legal Services

By: 
Name: LESLIE R. LOPEZ
Title: CHIEF COUNSEL

COMMISSION:

LOS ANGELES MEMORIAL COLISEUM COMMISSION,
a joint powers authority

By: 

Name: Curren D. Price, Jr.

Title: President

APPROVED AS TO FORM:


By: 

Commission Legal Counsel

[COMMISSION SIGNATURE PAGE TO LAFC NDA AMENDMENT]

LAFC:

LAFC STADIUMCO, LLC,
a Delaware limited liability company

By: 
Name: TOM PENN
Title: PRESIDENT

[LAFC SIGNATURE PAGE TO LAFC NDA AMENDMENT]

EXHIBIT A-1

Site Plan and Legal Description of LMNA Museum Premises

[See copy attached on the following seven (7) pages]

LEASE PROPERTY

Portions of Lots 33, 34, 37, 38, 41, 42, 45, 46, 49, 50, 53, 54, 57, 58, 61, 62, 65, 66, and portions of Lots 69 through 116, inclusive, of Southern District Agricultural Park and Adjoining Lots, in the City of Los Angeles, County of Los Angeles, State of California, as per Map recorded in Book 4, Page 352 of Miscellaneous Records, together with a portion of 39th Street, shown as San Bernardino Avenue, 80.00 feet wide, on said Map, together with a portion of Leighton Avenue, shown as Inyo Street, 50.00 feet wide, on said Map, and together with portions of that certain Alley, 20.00 feet wide, as shown on said Map, all in the Office of the County Recorder of said County, described as follows:

Parcel 1

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

Sheet 1 of 3

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July 26, 2017
TPM:tpm

P S O M A S

1
2 Except therefrom the westerly 20.00 feet of said Lots 33, 37, 41, 45, 49, 53, 57, 61, 65,
3 69, 71, 73, 75, 77, 79, 81, 83, 85, 87, 89, 91, 93 and 95.

4
5 Also except therefrom that portion of said 39th Street, shown as San Bernardino Avenue,
6 80.00 feet wide, on said Map, lying westerly of a line that is parallel with and 20.00 feet
7 easterly of the westerly line of Lot 65 and its southerly prolongation.

8
9 Parcel 2

10
11 A volume of airspace of unlimited height, described as follows:

12
13 Beginning at the hereinbefore described Point A; thence easterly, along the southerly line
14 of the hereinbefore described Parcel 1, South 89°48'44" East 372.52 feet to the east line
15 of said Lot 96; thence southerly, along the easterly lines of said Lots 96 and 98,
16 South 00°06'04" West 69.87 feet to the southeast corner of said Lot 98; thence
17 South 00°06'04" West 50.00 feet to the northeast corner of said Lot 100; thence
18 southerly, along the easterly lines of said Lots 100, 102, 104, 106, 108, 110, 112, 114 and
19 116, South 00°06'04" West 417.27 feet; thence leaving said easterly lines,
20 North 89°48'44" West 373.33 feet to the westerly line of said Lot 115; thence northerly,
21 along the westerly lines of said Lots 99, 101, 103, 105, 107, 109, 111, 113 and 115,
22 North 00°11'16" East 416.63 feet to the northwest corner of said Lot 99; thence
23 North 00°11'16" East 50.00 feet to the southwest corner of said Lot 97; thence northerly,
24 along the westerly lines of said Lots 95 and 97, North 00°11'16" East 70.51 feet to said
25 "Point A" being the Point of Beginning.

26
27 Except therefrom the westerly 20.00 feet of said Lots 95, 97, 99, 101, 103, 105, 107, 109,
28 111, 113 and 115.

29
30
Sheet 2 of 3

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July 26, 2017
TPM:tpm

PSOMAS

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

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

The elevation stated hereon is based on the following benchmark:

City of Los Angeles Bench Mark No. 18-08210

CITY OF L.A. BM DISC IN 8IN MON; 7FT E OF E CURB LINE MENLO AVE; 21FT S/O S CURB LINE 39TH ST SOUTH RDWY *STMPD 19-R 2*

Elevation = 174.412 feet, 1985 Adjustment, NGVD 1929

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



Thomas P. McDermott, PLS 8555

PSOMAS

Date:

7/26/2017

Sheet 3 of 3

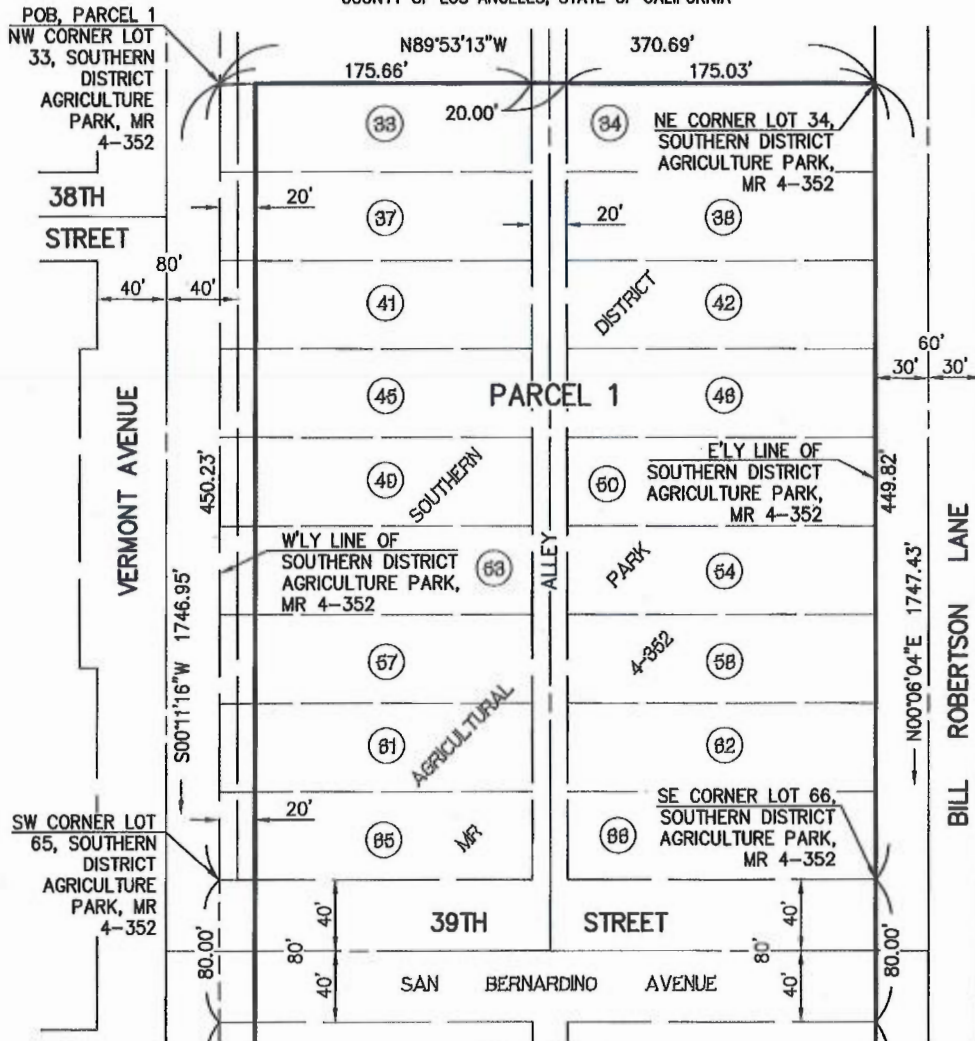
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July 26, 2017
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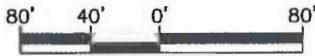
LEGAL DESCRIPTION MAP EXHIBIT 'B'

SHEET 1 OF 4 SHEETS

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



1" = 80'



GRAPHIC SCALE
SCALE: 1" = 80'

USC

LEGEND

□ AREA DESCRIBED IN
LEGAL DESCRIPTION

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

PSOMAS

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

PL-01LG01

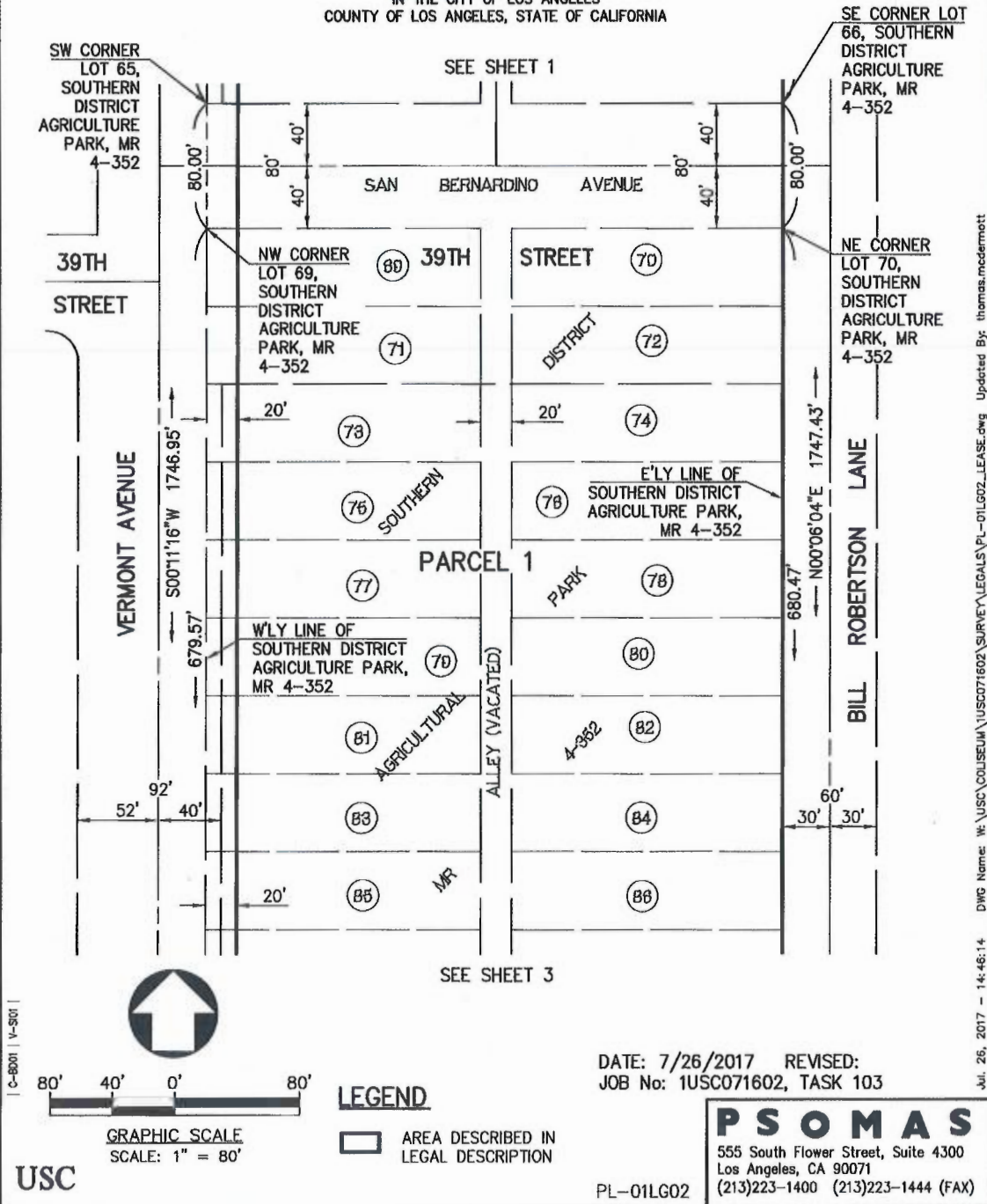
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SCALE: 1" = 80'

LEGAL DESCRIPTION MAP EXHIBIT 'B'

SHEET 2 OF 4 SHEETS

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



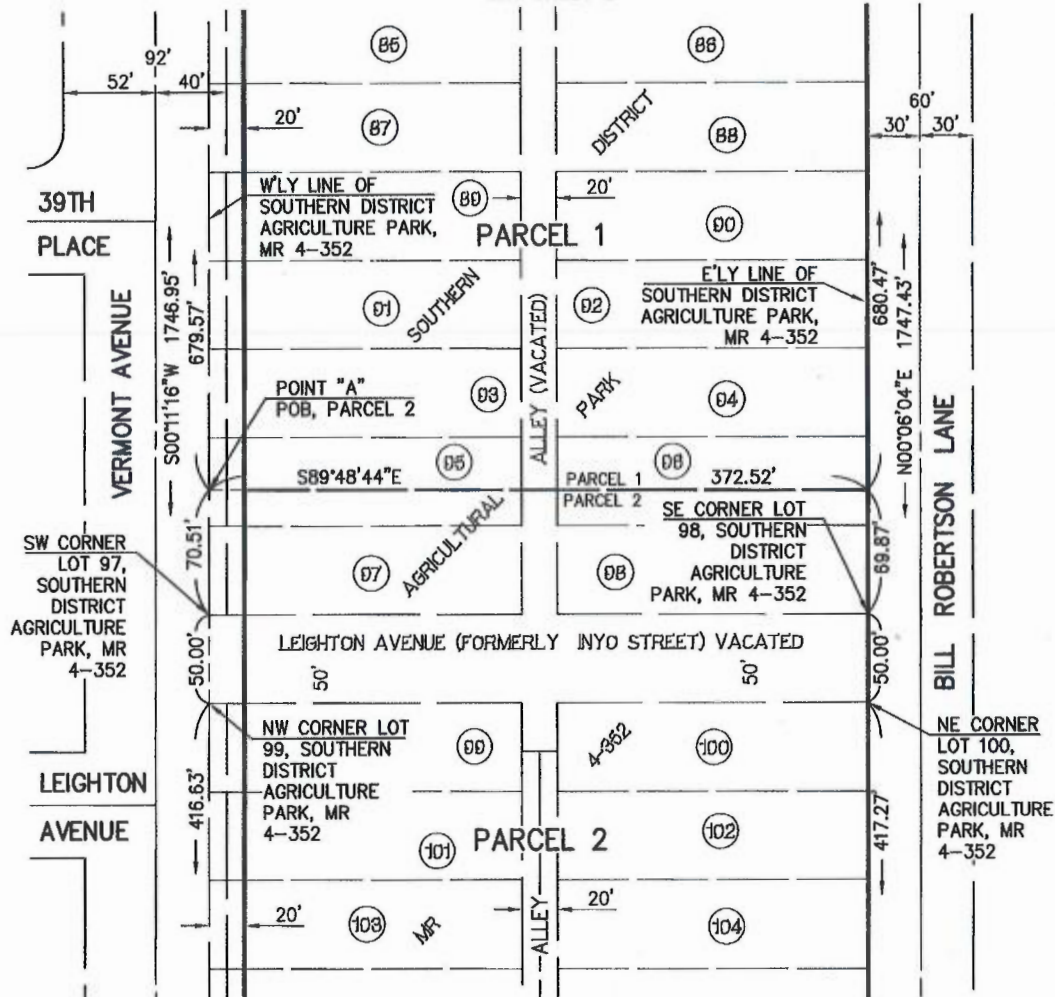
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SHEET 3 OF 4 SHEETS

LEGAL DESCRIPTION MAP EXHIBIT 'B'

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

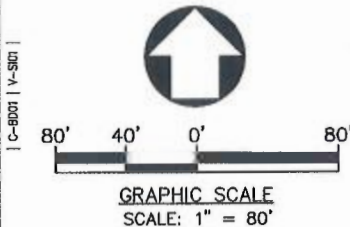
SEE SHEET 2



SEE SHEET 4

NOTE
ELEVATION OF BOTTOM
PLANE OF PARCEL 2
= 166.66 FEET

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



LEGEND

AREA DESCRIBED IN
LEGAL DESCRIPTION

USC

PL-01LG03

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

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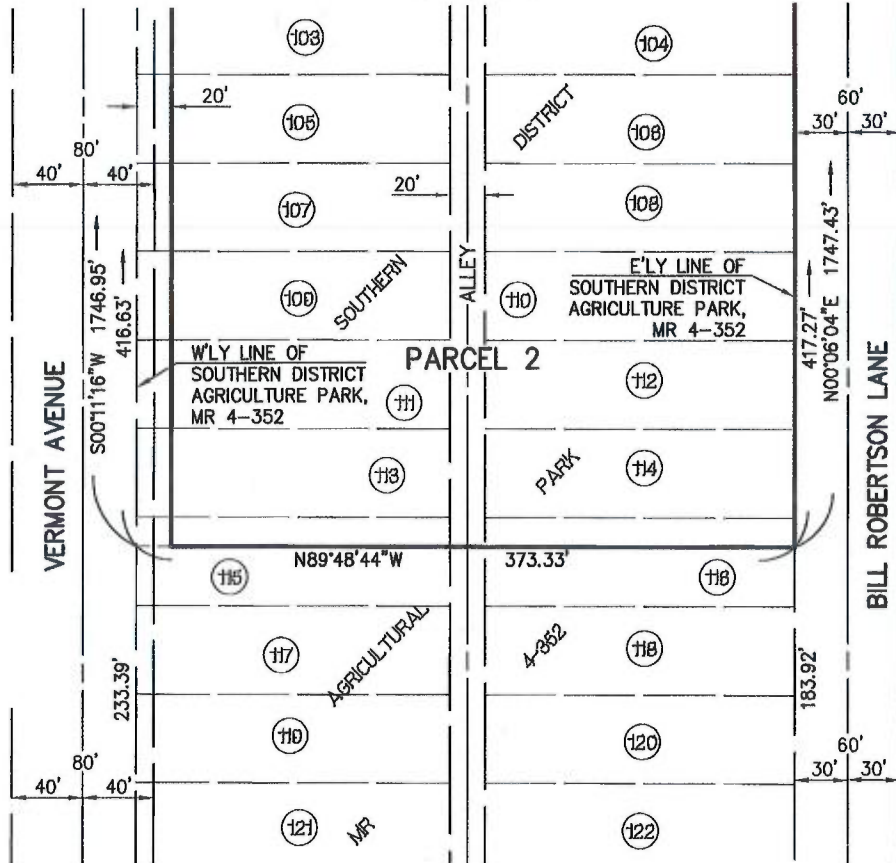
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LEGAL DESCRIPTION MAP EXHIBIT 'B'

SHEET 4 OF 4 SHEETS

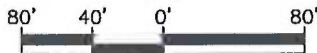
IN THE CITY OF LOS ANGELES
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

SEE SHEET 3



NOTE
ELEVATION OF BOTTOM
PLANE OF PARCEL 2
= 166.66 FEET

1" = 80'



GRAPHIC SCALE
SCALE: 1" = 80'

USC

LEGEND

□ AREA DESCRIBED IN
LEGAL DESCRIPTION

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

PL-01LG04

PSOMAS

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

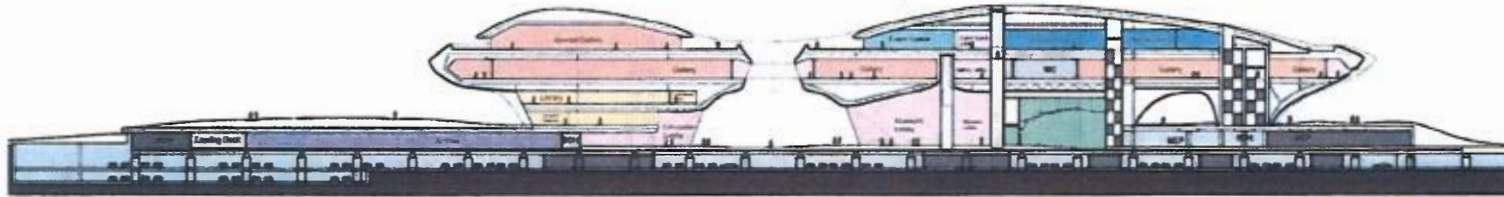
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Jul. 26, 2017 - 14:48:35

EXHIBIT E-1

Depiction of the Underground Structures

[See copy attached on the following page]

Cross Section



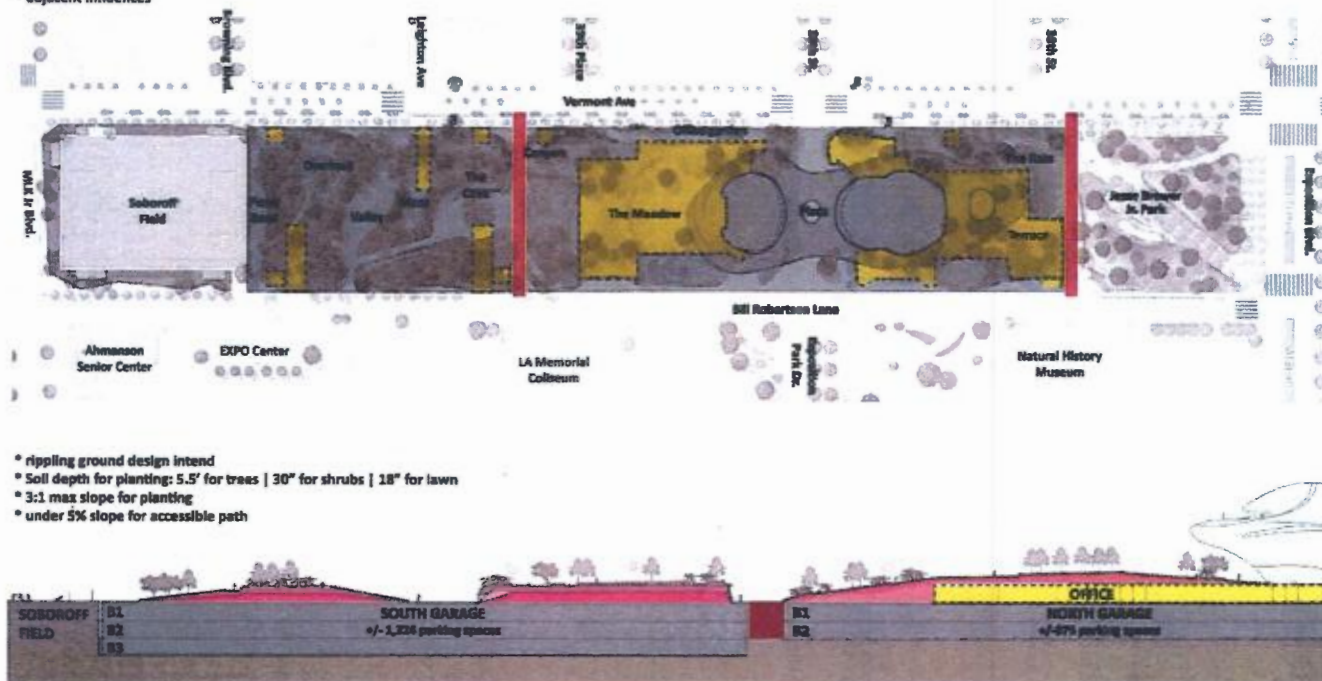
| LEGEND | |
|-------------|-----------|
| Parking | Library |
| Theatres | Archives |
| Restaurant | Lobbies |
| Event Space | Galleries |

Lucas Museum of Narrative Art
May 11, 2017

Impact Plan

- * museum level 1
- * 2 parking structures with vehicular and pedestrian accesses
- * 2 utilities corridors - 30'
- * adjacent influences

Impact Plan



Lucas Museum of Narrative Art
May 11, 2017