

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

12
special
events/block
3 = significant
9 = add

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 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."

(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 IA), 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 here to 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 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 (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 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 DSC 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 its 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 a 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]

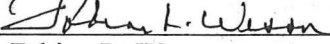
IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first set forth above.

STATE:

USC:

CALIFORNIA SCIENCE CENTER,
an Institution of the State of California

UNIVERSITY OF SOUTHERN
CALIFORNIA, a California Nonprofit Public
Benefit Corporation

By: 
Name: Fabian R. Wesson
Title: Chair, Board of Directors

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.

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UNIVERSITY OF SOUTHERN
CALIFORNIA, a California Nonprofit Public
Benefit Corporation

By: _____
Name: Fabian R. Wesson
Title: Chair, Board of Directors

By: C. C. Nikias
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:

USC:

CALIFORNIA SCIENCE CENTER,
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UNIVERSITY OF SOUTHERN
CALIFORNIA, a California Nonprofit Public
Benefit Corporation

By: _____
Name: _____
Title: _____

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.

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CALIFORNIA, a California Nonprofit Public
Benefit Corporation

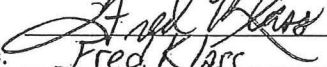
By: _____
Name: _____
Title: _____

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: Fred Klass
Title: Director

APPROVED AS TO FORM

Department of General Services, Office of
Legal Services

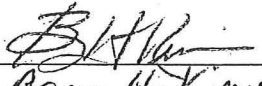
By: 
Name: Bryan H. Kimura
Title: Attorney

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

See attached.