

## TRI-PARTY AGREEMENT

THIS TRI-PARTY AGREEMENT (this “Tri-Party Agreement”) is made and entered into effective as of the \_\_\_ day of \_\_\_\_\_, 2015 by and among the CALIFORNIA SCIENCE CENTER, also known as the SIXTH DISTRICT AGRICULTURAL ASSOCIATION (“District”), an institution of the State of California (“State”), UNIVERSITY OF SOUTHERN CALIFORNIA, a California nonprofit public benefit corporation (“USC”) and LAFC SPORTS, LLC, a Delaware limited liability company (“L AFC”). District, USC and LAFC are sometimes collectively referred to herein as the “Parties” and each a “Party.”

### Preliminary Statements:

A. State and District own the fee interest in certain real property located in the City of Los Angeles, County of Los Angeles, State of California located in Exposition Park and more particularly described on Exhibit A attached hereto (the “Land”). The property described on Exhibit A is the Land, as modified by the Sports Arena Boundary Documents (as hereinafter defined).

B. District previously leased the Land to the Los Angeles Memorial Coliseum Commission, a joint powers authority entity created by agreement among public agencies pursuant to Title 1, Division 7, Chapter 5 (Section 6500 et seq.) of the California Government Code (“Commission”) pursuant to that certain Sports Arena Agreement, Lease and Easement dated January 3, 1956 (as amended, the “Sports Arena Ground Lease”).

C. The Commission previously subleased the Land (together with the Coliseum Property) to USC pursuant to that certain Second Amendment to Lease and Agreement dated as of July 29, 2013 (the “Current USC Lease”), which amended a prior lease agreement whereby USC subleased only the Coliseum Property from Commission consisting of that certain Lease and Agreement dated May 14, 2008, as amended by that certain First Amendment to Lease and Agreement dated November 4, 2010. The term of the Current USC Lease, including all extension options thereunder, and the authority of Commission pursuant to the Joint Powers Agreement (as defined in the LAFC Lease) are coterminous and presently fixed to expire on December 31, 2054.

D. District and USC subsequently entered into that certain Non-Disturbance Agreement dated as of September 4, 2013 (the “USC NDA”) which provides that if the interest of Commission in the Land is terminated prior to the expiration of the Current USC Lease, then the Current USC Lease will be replaced by a direct lease between District and USC in the form attached to the USC NDA as Exhibit E (the “USC NDA Lease”).

E. District, as Owner, and USC, as Optionee, previously entered into that certain Lease Option Agreement (Sports Arena Property) dated as of September 4, 2013 (the “Option Agreement”). Capitalized terms used herein that are defined in the Option Agreement shall have the same meanings herein as are ascribed to such terms in the Option Agreement unless otherwise defined herein or the context dictates otherwise. The Option Agreement was evidenced by that certain Memorandum of Lease Option Agreement recorded on September 24, 2013 as Document No. 20131384077 in the Official Records (the “Memorandum”). Pursuant to the Option Agreement, USC obtained an option (the “Option”) to enter into a direct lease of the Property with District in substantially the form of the lease attached to the Option Agreement as Schedule 4 thereof (the “2054 Lease”) which would commence on the expiration of the USC Lease (or USC NDA Lease, as applicable). As used herein, the term (i) “USC Lease” shall mean, at any specific point in time, USC’s then applicable lease of the Land under the Current USC Lease, the USC NDA Lease or the 2054 Lease, as the case may be, and (ii) “Master

**Agreement(s)**” shall collectively mean the USC Lease, the Sports Arena Agreements (as defined in the LAFC Lease (as hereinafter defined)) and the Memorandum.

F. Concurrently with the execution of this Tri-Party Agreement, USC has sub-subleased to LAFC certain premises, including the Land pursuant to that certain Ground Lease dated of even date herewith between USC, as landlord, and LAFC, as tenant (the “**LAFC Lease**”). The LAFC Lease contains certain conditions that must be satisfied prior to USC’s delivery of possession of the Land to LAFC. In conjunction with the LAFC Lease, District, Commission and USC will enter into certain Sports Arena Boundary Documents (as defined in the LAFC Lease) to correct certain boundary discrepancies in certain of the Master Agreements. Following the execution of the Sports Arena Boundary Documents, each of the Master Agreement(s) herein shall automatically be deemed to mean such Master Agreement(s), as amended by the Sports Arena Boundary Documents (as applicable) without further action or notice required.

G. District, Commission and LAFC are concurrently herewith entering into that certain Non-Disturbance Agreement (the “**LAFC NDA**”) whereby District and Commission have agreed that, in the event of: (i) a termination of the Current USC Lease, Commission will recognize the LAFC Lease as a direct sublease of the Land in accordance with the terms of the LAFC Lease; or (ii) a termination of both the USC Lease and the Sports Arena Ground Lease, District will recognize the LAFC Lease as a direct lease of the Land in accordance with the terms of the LAFC Lease.

H. LAFC has requested that District and USC enter into this Tri-Party Agreement to, among other things, (i) provide LAFC with certain assurances regarding its ability to extend the term of the LAFC Lease for the Extension Terms (as defined in the LAFC Lease) through December 31, 2111, and (ii) to amend, supplement and clarify certain terms of the Option Agreement based on the LAFC Lease transaction which was not contemplated at the time the Option Agreement was executed.

I. District and USC have agreed to enter into this Tri-Party Agreement to provide LAFC with such assurances upon and subject to the terms and conditions contained herein.

**NOW, THEREFORE**, as a material inducement to LAFC to enter into the LAFC Lease and to make a substantial investment in the Land as contemplated thereunder and in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree to amend, supplement and clarify the Option Agreement as follows:

1. **Option Agreement.**

(a) As hereafter used in this Tri-Party Agreement, the term “Option Agreement” shall mean the Option Agreement, as amended, supplemented and clarified by this Tri-Party Agreement unless otherwise expressly provided herein or the context dictates otherwise. When used in the Option Agreement, the phrase “this Agreement” or “the Agreement” or other similar references therein shall mean the Option Agreement, as amended, supplemented and clarified by this Tri-Party Agreement unless otherwise expressly provided herein or the context dictates otherwise.

(b) District agrees that it will not amend, limit, release, waive, terminate or otherwise change the Option Agreement or any part thereof or terms therein in any manner that would (i) materially and adversely affect LAFC, the LAFC Premises (as defined in the LAFC Lease) or the Stadium Project (as defined in the LAFC Lease), or (ii) or otherwise materially and adversely limit, impair, diminish or interfere with LAFC’s rights under this Agreement without in each case first obtaining the prior written consent of LAFC, which consent may be withheld in LAFC’s sole discretion. District further agrees that,

notwithstanding anything in the Option Agreement to the contrary, including Section 10.7 thereof, if (A) the USC Lease expires or terminates (in whole or in part as to the Land) and the interest of USC (or any successor or permitted assign under the then-applicable USC Lease, subject to the terms of the LAFC Lease related to assignment by landlord thereunder) with respect to the Land is terminated prior to the expiration date of the then-applicable USC Lease (a “**USC Termination Event**”), and (B) the LAFC Lease is then in effect and/or LAFC (or its successors or permitted assigns) has the legal right to occupy the LAFC Premises at such time, then the Option Agreement will not terminate and will remain unchanged and in full force and effect in accordance with its terms, as amended, supplemented and clarified in this Tri-Party Agreement, except that (1) USC will have no further rights under the Option Agreement or this Tri-Party Agreement, and (2) LAFC shall succeed to the interest of “Optionee” under the Option Agreement and shall have the right to exercise the Option in accordance with the terms provided in this Agreement as more particularly provided herein, including the table set forth on **Schedule 1** attached hereto. For purposes of clause (2), LAFC will be deemed to include any successor or permitted assign to the interest of “Tenant” under the LAFC Lease (or the tenant under a New Lease (as defined in the LAFC Lease)) taking into account the rights of MLS and any Leasehold Mortgagee thereunder. District shall provide LAFC with written notice promptly following any USC Termination Event (“**USC Termination Event Notice**”).

2. **Property.** The Parties acknowledge and agree that (i) following the demolition of the existing Sports Arena and the initial redevelopment of the Land with the Stadium contemplated under the LAFC Lease, during the term of the LAFC Lease, LAFC will own fee title to all Improvements (as defined in the LAFC Lease) on the Land for the term of the LAFC Lease, including all Extension Terms thereunder, and (ii) if USC exercises the Option at any time while the LAFC Lease remains in effect and/or LAFC (or its successors or permitted assigns) has the legal right to occupy the LAFC Premises (collectively, an “**LAFC Effective Period**”), then the term “Property” as used in the Option Agreement will not include any interest in the Improvements, the Stadium Equipment or the Other Assets (to the extent obtained or acquired by LAFC concurrently with (but independently of) or subsequent to LAFC’s entering into the LAFC Lease), all of which shall remain the property of LAFC pursuant to the terms of the LAFC Lease. For purposes of clause (ii) above, LAFC will not be deemed to have a legal right to occupy the LAFC Premises if LAFC occupies as a holdover tenant.

3. **Exercise Process.** The Parties acknowledge that the Option Agreement did not contemplate the LAFC Lease and the transactions contemplated thereunder, and that due to the change in circumstances related thereto, the Parties have agreed to a two (2) step exercise process with respect to any Extension Option (as defined in the LAFC Lease) under the LAFC Lease and the corresponding extension option under the Option Agreement or the 2054 Lease, as the case may be. The first step will consist of the determination of the Fair Market Rental Value as hereinafter provided, and the second step will consist of LAFC and USC, as applicable, having a certain period of time following the Determination Date (as hereinafter defined) to exercise the applicable Extension Option under the LAFC Lease, the Option under the Option Agreement and/or any extension option under the 2054 Lease, as the case may be, in each case as more fully described below.

4. **Base Rent Determination.** Anything in the Option Agreement to the contrary notwithstanding including, without limitation, Section 4.2 thereof, the Parties acknowledge and agree that the provisions of this Section 4 shall apply with respect to the Fair Market Rental Value determination process for Base Rent under the 2054 Lease and Fixed Rent under the LAFC Lease for the Extension Terms (the “**Rent Determination Process**”) with respect to the Option and/or the applicable Extension Term under the LAFC Lease and/or the 2054 Lease, as the case may be. At any time during the Rent Determination Notice Period in the table set forth on Schedule 1 attached hereto, Optionee may (or, if USC is the Optionee and USC shall then have the obligation under the LAFC Lease to pursue exercise of the applicable extension option under the Option Agreement or the 2054 Lease, at the written request of

L AFC, USC shall) deliver a written notice to the other Parties hereto requesting the commencement of the Rent Determination Process (the “**Rent Determination Notice**”) with respect to the applicable Extension Option in the table set forth on Schedule 1. A Rent Determination Notice of any kind under this Tri-Party Agreement will in no event be deemed an option exercise notice of any kind under the LAFC Lease, the Option Agreement or the 2054 Lease. If District receives a Rent Determination Notice under this Section 4 during an LAFC Effective Period, then District and USC agree that the “meet and confer” provisions of Section 4.2(a) of the Option Agreement shall include LAFC in all aspects of the Rent Determination Process including, without limitation, (1) with respect to the negotiations of the Parties to arrive at a mutually acceptable Fair Market Rental Value without having to employ the appraisal process provided therein (the “**Negotiated Rate**”), or (2) with respect to the determination of Fair Market Rental Value pursuant to the appraisal process in said Section 4.2(a) (the “**Appraised Rate**” which, together with the Negotiated Rate is sometimes generically referred to herein as the “**Determined Rate**”), it being expressly understood and agreed that LAFC shall have the right to deliver an Appraiser Selection Notice and, if the Parties are unable to agree on a single Qualified Appraiser, then LAFC will have the right to select its own Qualified Appraiser and the terms of Sections 4.2(b), (c) and (d) shall be modified accordingly to account for an additional appraiser in the Rent Determination Process. The date the Determined Rate has been conclusively established in accordance with the foregoing terms shall be referred to herein as the “**Determination Date**,” and the parties agree to cooperate with each to cause the Determination Date to occur on or before the Latest Determination Dates in the table set forth on Schedule 1. Neither USC or LAFC will exercise the Option or its applicable Extension Option prior to the Determination Date, and if any dispute arises regarding the Determined Rate or the Rent Determination Process, and the Determination Date does not occur prior to the Latest Determination Date in the table set forth on Schedule 1, then all option exercise dates in the table set forth on Schedule 1 will be extended on a day for day basis for each day following the Latest Determination Date until the Determination Date actually occurs.

5. **Option Exercise Dates.** Subject to the terms of Section 4 above, the latest dates for the exercise by LAFC and/or USC of the Option or its applicable Extension Option under the LAFC Lease or 2054 Lease shall be as set forth in the table set forth on Schedule 1, and the 2054 Lease shall be revised consistent with the table set forth on Schedule 1.

6. **Conditions to Right of Exercise.** Provided that the Stadium is built on the land by LAFC pursuant to the LAFC Lease (the “**Stadium Construction**”), District agrees that (i) the Stadium Construction will satisfy the exercise condition in Section 3.1 of the Option Agreement related to the replacement of the Sports Arena, so that upon completion of the Stadium Construction pursuant to the LAFC Lease (“**Redevelopment Completion**”), the first two sentences of Section 3.1 and the construction cost condition in clause (i) of said Section 3.1 will automatically be deleted in their entirety from the Option Agreement and of no further force and effect without further notice or action required by any Party, and (ii) provided that LAFC is not in Default (as defined in the LAFC Lease) under the LAFC Lease in any material respect with respect to any maintenance obligations under the LAFC Lease with respect to the Land, which Default (A) has not been cured prior to the expiration of all applicable cure periods and rights (as that phrase is defined in the LAFC NDA), and (B) is also a default under the USC Lease, then the condition in clause (ii) of Section 3.1 of the Option Agreement related to maintenance will be deemed to be satisfied. District further agrees that upon Redevelopment Completion, all of the terms and provisions in the Option Agreement related to the replacement of the Sports Arena, the expenditure of Capital Improvement Costs and any deliverable or condition or other notice or requirement related thereto will automatically be deleted in their entirety from the Option Agreement and of no further force and effect without further notice or action required by any Party. The remaining conditions to the exercise of the Option in Section 3.1 of the Option Agreement in clauses (iii), (iv) and (v) are sometimes referred to herein as the “**USC Specific Conditions.**” If clauses (A) and (B) in Section 1(b) above occur and/or

apply, then District acknowledges and agrees that the USC Specific Conditions will not be conditions to LAFC's right to exercise the Option or any Extension Option under the LAFC Lease.

7. **Option Exercise Notice.** District acknowledges and agrees that upon Redevelopment Completion (i) all of the terms of Section 3.2 of the Option Agreement following the Optionee certification that is to accompany an Option Notice in clause (i) thereunder shall be deleted in their entirety and be of no further force or effect, and (ii) if LAFC is the Optionee following a USC Termination Event, then Optionee's certification under Section 3.2 of the Option Agreement, as modified by clause (i) above, will be made by LAFC in reference to the LAFC Lease and not the USC Lease.

8. **USC Failure to Exercise.**

(a) If, at the time LAFC exercises its first Extension Option to extend the term of the LAFC Lease from January 1, 2055 through December 31, 2069 as provided in Article 3 of the LAFC Lease, a USC Termination Event has not occurred and USC thereafter fails to or is unable to timely deliver the Option Notice under the Option Agreement (whether as a result of a subsequently occurring USC Termination Event, a breach of the LAFC Lease by USC or USC's inability to exercise the Option due to the failure of any USC Specific Condition or otherwise), ("**USC Option Exercise Failure**"), then District will notify LAFC in writing that the Option was not exercised (an "**Option Exercise Failure Notice**") and the Option Agreement will not immediately terminate, but rather shall remain unchanged and in full force and effect as amended, supplemented and clarified herein. District acknowledges and agrees that, in the event of a USC Termination Event or any other USC Option Exercise Failure:

(i) Pursuant to Section 1(b) above, LAFC, as successor to Optionee thereunder, will have the right to exercise the Option, and District agrees that it will recognize LAFC's exercise of the first Extension Option under the LAFC Lease as the valid and timely exercise by LAFC of the Option under the Option Agreement as successor Optionee thereunder; and

(ii) in lieu of entering into the 2054 Lease, the LAFC Lease shall remain in effect as a direct lease between District and LAFC upon all of the same terms, conditions and provisions contained in the LAFC Lease, except that (A) Fixed Rent for the first year of the first Extension Term under the LAFC Lease will be determined in accordance with the terms of Section 4.2 of the LAFC Lease, except that clause (ii) of said Section 4.2 shall be the Determined Rate, (B) Fixed Rent for each subsequent Lease Year during the first Extension Term will be calculated in accordance with the terms of Section 4.1(ii) of the LAFC Lease, and (C) the LAFC Lease will be amended to incorporate the Rent Determination Process provided in the Option Agreement (without further involvement by USC) for purposes of the Rent Determination Process for the remaining Extension Options under the LAFC Lease.

Without limiting or modifying the foregoing, the Parties acknowledge and agree that if a USC Termination Event occurs prior to the exercise of the Option, then based on the terms of this Tri-Party Agreement, (i) the 2054 Lease will no longer be required, (ii) all applicable provisions of the Option Agreement related to the "New Lease" including the terms of Sections 7, 8 and 9 related to a Closing, Conditions Precedent and Default and Remedies will not apply, and (iii) all termination rights under the Option Agreement will be deemed to have been waived. Anything herein to the contrary notwithstanding with respect to the first Extension Option under the LAFC Lease, if LAFC is in Default under the LAFC Lease, which Default (A) has not been cured prior to the expiration of all applicable cure periods and rights (as that phrase is defined in the LAFC NDA), and (B) is also a default under the USC Lease which prevents or precludes USC from exercising the Option under the Option Agreement, then USC's resulting failure or inability to exercise the Option will not be deemed a USC Option Exercise Failure hereunder.

(b) If, following the first Determination Date, LAFC timely exercises the first Extension Option under the LAFC Lease, and USC timely exercises the Option, then District and USC acknowledge and agree that (i) any and all discussions or communications between District and USC concerning amendments to the 2054 Lease (due to new or unanticipated circumstances concerning the Land) pursuant to Section 4.1 of the Option Agreement must include LAFC, and (ii) in no event may any amendment to the 2054 Lease conflict with or violate the terms of the LAFC Lease, including Section 29.3.1 thereof, and LAFC will not be subject to or bound by any amendment that violates the terms of this clause (ii).

(c) If, following the execution of the 2054 Lease, and any subsequent Determination Date with respect to any Extension Option thereunder, LAFC timely exercises an applicable Extension Option under the LAFC Lease and a USC Option Exercise Failure occurs, then if the USC Option Exercise Failure is due to:

(i) a USC Termination Event, then District agrees that it will recognize LAFC's exercise of the applicable Extension Option under the LAFC Lease and the LAFC Lease shall remain in effect as a direct lease between District and LAFC upon all of the same terms, conditions and provisions contained in the LAFC Lease, except that (A) Fixed Rent for the first year of the applicable Extension Term under the LAFC Lease will be determined in accordance with the terms of Section 4.2 of the LAFC Lease, except that clause (ii) of said Section 4.2 shall be the Determined Rate, (B) Fixed Rent for each subsequent Lease Year during such Extension Term will be calculated in accordance with the terms of Section 4.1(ii) of the LAFC Lease, and (C) the LAFC Lease will be amended to incorporate the Rent Determination Process for each of LAFC's remaining Extension Options under the LAFC Lease; or

(ii) any other USC Option Exercise Failure, then District agrees that it will recognize LAFC's exercise of the applicable Extension Option under the LAFC Lease, and upon the expiration of the then current term or Extension Term of the 2054 Lease, the LAFC Lease shall remain in effect as a direct lease between District and LAFC upon all of the same terms, conditions and provisions contained in the LAFC Lease, except that (A) Fixed Rent for the first year of the applicable Extension Term under the LAFC Lease will be determined in accordance with the terms of Section 4.2 of the LAFC Lease, except that clause (ii) of said Section 4.2 shall be the Determined Rate, (B) Fixed Rent for each subsequent Lease Year during such Extension Term will be calculated in accordance with the terms of Section 4.1(ii) of the LAFC Lease, and (C) the LAFC Lease will be amended to incorporate the Rent Determination Process for each of LAFC's remaining Extension Options under the LAFC Lease.

(d) For clarity, the Parties acknowledge and agree that if a USC Termination Event occurs prior to a Determination Date and LAFC's exercise of any applicable Extension Option under the LAFC Lease, then (i) pursuant to the LAFC NDA, the LAFC Lease will become a direct lease with the Commission (if the Sports Arena Ground Lease is then in effect) or with the District (if the Sports Arena Ground Lease is not then in effect), (ii) USC will have no further rights hereunder or under the Option Agreement, (iii) if the USC Termination Event occurs before the exercise of the Option, then the Option Agreement will remain unchanged and in full force and effect, except that LAFC will be the successor Optionee thereunder as provided in Section 1(b) above, (iv) if the USC Termination Event occurs after the Option is exercised by USC, then the LAFC will become a direct lease with the District and LAFC will have the right to exercise each Extension Option under the LAFC Lease as provided therein and under this Tri-Party Agreement, (v) if LAFC delivers a Rent Determination Notice to District with respect to the Option or any Extension Option, then District and LAFC will participate in the Rent Determination Process, (vi) following the applicable Determination Date, LAFC will have the right to exercise the Option or applicable Extension Option within the time period that USC would have had to exercise the Option under the Option Agreement or applicable Extension Option under the 2054 Lease, as the case

may be, pursuant to Schedule 1, unless otherwise provided therein, and (vii) if LAFC timely exercises the Option or applicable Extension Option under the LAFC Lease by delivering written notice thereof to District within the time contemplated under clause (vi) above, then upon the exercise of the Option or applicable Extension Option, the terms of Section 8(c)(i) above will apply.

9. **L AFC Failure to Exercise Option.** If LAFC fails to timely exercise any Extension Option under the LAFC Lease, then USC will have the right to exercise its Extension Option under the 2054 Lease in accordance with the terms of the 2054 Lease by the exercise date set forth therefor in Schedule 1. If the then current term or Extension Term of the LAFC Lease actually expires (without any further extension of the LAFC Lease or LAFC's occupancy rights with respect to the Land or any portion thereof), or is sooner terminated following a Default (as defined in the LAFC Lease) under the LAFC Lease and the expiration of all applicable cure periods and rights (as that phrase is defined in the LAFC NDA), then upon LAFC's receipt of a written request from District or USC, LAFC will execute a written instrument confirming the termination of this Tri-Party Agreement within ten (10) business days following its receipt of such written request; provided, however, that LAFC will be under no obligation to execute any such confirmation if LAFC (or its successor or permitted assign) is contesting any such termination of the LAFC Lease in good faith by any available legal means. Any such confirmatory instrument shall be in recordable form sufficient to release the memorandum of agreement described in Section 18 below.

10. **Successors and Assigns.** This Tri-Party Agreement shall inure to the benefit of and be binding upon the Parties hereto, their respective successors and permitted assigns, and upon any Person (as defined in the LAFC Lease) acquiring any interest in the Land or any portion thereof, whether by operation of law or otherwise.

11. **Covenants Run With the Land.** The terms of this Tri-Party Agreement shall be a burden on the Land, shall be appurtenant to and for the benefit of the Land and each part thereof, and shall run with the Land.

12. **Modification and Termination.** This Tri-Party Agreement may not be modified in any respect whatsoever or terminated, in whole or in part, except with the consent of all of the Parties at the time of such modification or termination, and then only by written instrument duly executed by all of the Parties.

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

To District: 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

To USC: University of Southern California  
University Park Campus, UGW-110  
Los Angeles, California 90089  
Attention: Vice President,  
Real Estate and Asset Management  
FAX: 213-821-3073

with a copy to:

University of Southern California  
Office of the General Counsel  
ADM 352  
Los Angeles, CA 90089-5013  
FAX: (213) 740-3249

To LAFC: LAFC Sports, LLC  
4751 Wilshire Boulevard, Suite 333  
Los Angeles, CA 90010  
Attention: EVP Legal and Business Affairs

with a copy to:

Major League Soccer, L.L.C.  
420 Fifth Avenue, 7th Floor  
New York, NY 10018  
Attention: Deputy Commissioner

The address to which notices must be given pursuant to this Tri-Party Agreement to any Party or notice party may be changed by written notice given by the subject Party to the other Parties as provided in this Section 13. The Parties acknowledge that email addresses and telephone or fax numbers are provided herein for convenience of the Parties only and shall not be deemed to modify the terms of this Tri-Party Agreement related to the manner in which any notice or other written communication is to be provided hereunder.

14. **Attorneys' Fees.** In the event any Party initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Tri-Party Agreement, the prevailing Party or Parties in any such action or proceeding shall be entitled to recover from the non-prevailing Party in any such action or proceeding its reasonable costs and attorneys' fees (including its reasonable costs and attorneys' fees on any appeal). All such costs and attorneys' fees shall be deemed to have accrued on



commencement of any legal action or proceeding and shall be enforceable whether or not such legal action or proceeding is prosecuted to judgment.

15. **Severability**. If any term or provision of this Tri-Party Agreement or the application of it to any Person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Tri-Party Agreement or the application of such term or provision to Persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Tri-Party Agreement shall be valid and shall be enforced to the extent permitted by law.

16. **Captions and Headings**. The captions and headings in this Tri-Party Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.

17. **Interpretation**. Whenever the context requires construing the provisions of this Tri-Party Agreement, the use of a gender shall include both genders, use of the singular shall include the plural, and the use of the plural shall include the singular. The word “including” shall be construed inclusively, and not in limitation, whether or not the words “without limitation” or “but not limited to” (or words of similar import) are used with respect thereto. The provisions of this Tri-Party Agreement shall be construed as a whole and not strictly for or against any Party. Unless otherwise provided, references to Articles and Sections refer to the Articles and Sections of this Tri-Party Agreement.

18. **Recordation**. This Tri-Party Agreement will not be recorded in the Official Records, but concurrently herewith, the Parties shall execute, acknowledge and deliver a memorandum of agreement in the form attached hereto on **Exhibit B**, which memorandum LAFC shall have the right to record at any time in the Official Records to provide record notice of the existence of this Tri-Party Agreement.

19. **Bankruptcy Integration**. District and USC acknowledge that (i) the LAFC Lease and LAFC NDA each contain a bankruptcy integration provision, and (ii) as a result of the integrated nature of certain of the LAFC Lease Documents and LAFC Rights with certain of the Master Agreements and LAFC Lease Documents, including this Tri-Party Agreement, and notwithstanding that such agreements are contained in separate documents, the intention is for certain of the LAFC Lease Documents and LAFC Lease Rights and certain of the applicable Master Agreements related thereto to be one integrated and indivisible contractual arrangement for purposes of Bankruptcy Law (as defined in the LAFC Lease). Each of District and USC acknowledges and agrees that it will not contest or challenge the enforceability or applicability of the bankruptcy integration provisions in any of the LAFC Lease Documents to which it is a party, including this Section 19 so that LAFC has the necessary assurances required with respect to the LAFC Lease and its substantial investment in the Land, including the assurance that in any bankruptcy proceeding (A) of LAFC’s then current landlord, if such landlord is then also a tenant under a lease with respect to the Land, such current landlord will not have the right to accept its lease and reject the LAFC Lease, but rather may only accept both or reject both, and (B) any Party to this Tri-Party Agreement that is the debtor in any bankruptcy proceeding may not accept the LAFC Lease but reject the Tri-Party Agreement so that the LAFC Lease remains in effect without the benefit of this Tri-Party Agreement. In addition, the Parties further agree that to the extent any bankruptcy court determines that any of the foregoing documents or rights are not integrated despite the intention of the Parties in the LAFC Lease Documents to which they are a party and/or the LAFC Lease Documents or any of them are rejected, then LAFC shall in any event retain its possessory rights under Section 365(h)(i)(A)(ii), if any, with respect to the Land upon the same terms, conditions and provisions as contained in the LAFC Lease, including with the benefit of all LAFC Lease Rights.

20. **Counterparts.** This Tri-Party Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same agreement.

21. **Amendment.** Except as amended, supplemented and clarified in this Tri-Party Agreement, all of the terms, covenants, conditions, agreements and provisions set forth in the Option Agreement shall be and they hereby are reaffirmed, ratified, confirmed and approved in their entirety and shall remain in full force and effect.

22. **Conflict.** The Parties acknowledge and agree that to the extent there is any conflict or inconsistency between the terms, conditions and provisions of this Tri-Party Agreement and the terms, conditions and provisions of the Option Agreement, the terms, conditions and provisions of this Tri-Party Agreement will govern and control.

23. **Authority.** Each Party hereby represents and warrants to each other Party that (i) all authorizations or actions required to authorize the execution, delivery and performance of this Agreement by such Party have been taken or obtained, (ii) the Persons executing and delivering this Tri-Party Agreement on such Party's behalf are duly authorized and empowered to do so, (iii) this Tri-Party Agreement is the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, and (iv) there is no other Person that has any interest in such Party, or its interest in the Land or the Option Agreement whose consent is required to render any of the terms of this Tri-Party Agreement effective or binding upon such Party and which consent has not been obtained.

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

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

District:

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM:

Department of General Services,  
Office of Legal Services

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

USC:

**UNIVERSITY OF SOUTHERN CALIFORNIA**  
A California nonprofit public benefit corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

L AFC:

**L AFC SPORTS, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT A

### Legal Description of the Land

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

#### **PARCEL 1:**

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

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

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

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

#### **PARCEL 2:**

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

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

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

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

**PARCEL 3:**

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

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

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

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

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

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

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

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



**EXHIBIT B**

**Form of Memorandum of Tri-Party Agreement**

**THIS INSTRUMENT PREPARED  
BY AND AFTER RECORDING  
RETURN TO:**

Seyfarth Shaw LLP  
131 South Dearborn Street  
Suite 2400  
Chicago, Illinois 60603  
Attention: Gregg M. Dorman, Esq.

---

*Above space reserved for Official Records, Los Angeles County Recorder*

**MEMORANDUM OF AGREEMENT**  
**(TRI-PARTY AGREEMENT)**

**THIS MEMORANDUM OF AGREEMENT** (this “**Memorandum**”) is executed as of the \_\_\_ day of \_\_\_\_\_, 2015, between **SIXTH DISTRICT AGRICULTURAL ASSOCIATION**, an institution of the State of California (“**District**”), **UNIVERSITY OF SOUTHERN CALIFORNIA**, a California nonprofit public benefit corporation (“**USC**”), and **L AFC SPORTS, LLC**, a Delaware limited liability company (“**L AFC,**” and, together with District and USC, the “**Parties**”).

RECITALS

A. District is the fee owner of certain real property located in Los Angeles, California bounded on the north by Exposition Boulevard, on the east by Figueroa Street, on the south by Martin Luther King Jr. Boulevard and on the west by Vermont Avenue commonly known as Exposition Park (“**Exposition Park**”). District previously entered into a lease (the “**Sports Arena Ground Lease**”) with the Los Angeles Memorial Coliseum Commission (“**Commission**”) for a portion of Exposition Park commonly known as the Los Angeles Memorial Sports Arena property (the “**Sports Arena Property**”).

B. Commission previously entered into a sublease with USC (the “**Current USC Lease**”) for, among other things, the Sports Arena Property. Pursuant to a certain Non-Disturbance Agreement between District and USC, District agreed that if the Sports Arena Ground Lease terminated, that USC would become a direct tenant of District under a lease attached to thereto (the “**USC NDA Lease**”). In addition, District and USC previously entered into that certain Lease Option Agreement (Sports Arena Property) dated as of September 4, 2013 (the “**Option Agreement**”) to provide USC with an option to enter into a new direct lease with District when the Current USC Lease (or USC NDA Lease, as applicable) expires (the “**2054 Lease**”). As used herein, the term “USC Lease” at any point in time shall mean the Current USC Lease, USC NDA Lease or 2054 Lease, as applicable.

C. USC and L AFC have now entered into that certain Ground Lease dated as of \_\_\_\_\_, 2015 (the “**L AFC Lease**”) with respect to the Sports Arena Property as more particularly described on **Exhibit A** attached hereto (hereinafter referred to as the “**Premises**”). The L AFC Lease provides for an initial term through December 31, 2054, with four (4) extension options

thereafter. In order to provide LAFC with certain rights in connection with its extension options, District, USC and LAFC agreed to enter into a certain Tri-Party Agreement dated as of \_\_\_\_\_, 2015(the “**Tri-Party Agreement**”)

**NOW, THEREFORE**, in consideration of the foregoing recitals, the terms of which are incorporated herein by this reference, the mutual covenants and agreements of the Parties contained in the Tri-Party Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby acknowledge and agree as follows:

1. Agreement. The Parties have entered into the Tri-Party Agreement to, among other things, (i) clarify the rent determination and exercise process under the Option Agreement, and (ii) to provide LAFC with certain assurances regarding the exercise of the option to lease granted under the Option Agreement and the subsequent exercise of the extension options available to LAFC under the LAFC.

2. Purpose. This Memorandum is being made and entered into for the purpose of providing notice of the existence of the Tri-Party Agreement and is subject in each and every respect to the terms, covenants and conditions contained in the Tri-Party Agreement, which is incorporated herein by reference. This Memorandum shall not in any matter or form whatsoever alter, modify or vary the terms, covenants and conditions of the Tri-Party Agreement.

3. Successors and Assigns. This Memorandum shall bind and inure to the benefit of the Parties and their respective heirs, legal representatives, successors and permitted assigns. For clarity, District is also known as the California Science Center pursuant to §4101 of the California Food and Agricultural Code.

4. Counterparts. This Memorandum may be executed in multiple original counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

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

**IN WITNESS WHEREOF**, the Parties have executed this Memorandum of Agreement (Non-Disturbance Agreement), under seal, as of the day and year first above written.

**DISTRICT:**

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CALIFORNIA NATURAL RESOURCES  
AGENCY,**  
an institution of the State of California

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

Department of General Service,  
Office of Legal Services

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2015, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA       )  
  ) ss  
COUNTY OF \_\_\_\_\_ )

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  ) ss  
COUNTY OF \_\_\_\_\_ )

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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

USC:

**UNIVERSITY OF SOUTHERN CALIFORNIA**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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STATE OF CALIFORNIA     )  
  ) ss  
COUNTY OF \_\_\_\_\_ )

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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**L AFC:**

**L AFC SPORTS, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
--

STATE OF CALIFORNIA     )  
   ) ss  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2015, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**EXHIBIT A**  
**Legal Description of Premises**

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

**PARCEL 1:**

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

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

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

**PARCEL 2:**

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

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



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

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

**PARCEL 3:**

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

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

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

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

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

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

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

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

**Schedule 1**

**Rent Determination Process and Option Exercise Dates**

<b>Extension Option</b>	<b>Rent Determination Notice Period</b>	<b>Latest Determination Date</b>	<b>L AFC Exercise Date<sup>1</sup></b>	<b>USC Exercise Date<sup>1</sup></b>	<b>Extension Term</b>
Option under Option Agreement and/or First Extension Option under LAFC Lease	Not earlier than 1/1/2050 nor later than 1/1/2052	6/30/2052	1/1/2053 <sup>2</sup>	6/30/2053	1/1/2055 - 12/31/2069
First Extension Option under 2054 Lease and/or Second Extension Option under LAFC Lease	Not earlier than 1/1/2065 nor later than 6/30/2067	1/1/2068	6/30/2068 <sup>2</sup>	1/1/2069	1/1/2070 - 12/31/2084
Second Extension Option under 2054 Lease and/ Third Extension Option under LAFC Lease	Not earlier than 1/1/2080 nor later than 6/30/2082	1/1/2083	6/30/2083 <sup>2</sup>	1/1/2084	1/1/2085 - 12/31/2099
Third Extension Option under 2054 Lease and/ Fourth Extension Option under LAFC Lease	Not earlier than 1/1/2095 nor later than 6/30/2097	1/1/2098	6/30/2098 <sup>2</sup>	1/1/2099	1/1/2100 - 12/31/2111

1 - the latest date for the applicable Party's delivery of an option notice exercising the Option or applicable Extension Option under the LAFC Lease or the 2054 Lease

2 - if a USC Termination Event has occurred prior to this LAFC Exercise Date, then the LAFC Exercise Date will automatically be extended to the later to occur of (i) the applicable corresponding USC Exercise Date in the table above, or (ii) sixty (60) days after later to occur of (A) LAFC's receipt of a USC Termination Event Notice, or (B) LAFC's receipt of an Option Exercise Failure Notice.