

**AGENDA
FOR THE REGULAR MEETING OF
THE LOS ANGELES MEMORIAL COLISEUM COMMISSION**

Thursday, October 29, 2015 at 2:30 p.m.
Coliseum Commission Room¹
3911 South Figueroa Street, Los Angeles, CA 90037
<http://lamcc.lacounty.gov>

(POSTED: Monday, October 26, 2015 at 2:30 p.m.)

MEMBERS:

County of Los Angeles	Mr. Mark Ridley-Thomas, President
	Mr. Don Knabe, Alternate
State of California	Mr. William Chadwick, Vice President
City of Los Angeles	Mr. Curren D. Price, Jr.
	Mr. Tom LaBonge, Alternate
State Senate	Mr. Ricardo Lara ²
State Assembly	Mr. Reginald B. Jones-Sawyer, Sr. ²

STAFF:

Chief Administrative Officer	Mr. Robert E. Osborne, Secretary
Treasurer	Mr. Joseph Kelly
Controller	Mr. John Naimo
Co-Counsel	Mr. Thomas Faughnan
Co-Counsel	Ms. Claudia Gutierrez
Co-Counsel	Ms. Rene C. Gilbertson
Co-Counsel	Ms. Noreen Vincent

At the discretion of the Los Angeles Memorial Coliseum Commission (the "Commission"), all items appearing in this Agenda, whether or not expressly listed for action, may be deliberated and may be subject to action by the Commission.

OPEN SESSION

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PUBLIC COMMENT**

¹ Entry at Gate 33A

² Ex-officio, non-voting

4. APPROVAL OF MINUTES

- A. Special Meeting of July 30, 2015
- B. Regular Meeting of July 30, 2015
- C. Special Meeting of September 17, 2015

5. PRESIDENT'S COMMENTS

6. CHIEF ADMINISTRATIVE OFFICER'S REPORT

7. PROPOSED LOS ANGELES MEMORIAL COLISEUM RENOVATION PROJECT

- A. Presentation of proposed Los Angeles Memorial Coliseum renovation project.
- B. Consideration of proposed agreement between the Commission and the University of Southern California for further California Environmental Quality Act (CEQA) review of the project.
- C. Delegation of Authority to the Chief Administrative Officer (CAO) to retain a CEQA consultant for further environmental review of the project.
- D. Delegation of Authority to the CAO to retain a real estate consultant to review and advise on the project.
- E. Authorization for Commission staff to work with all necessary parties to prepare the project for review and consideration by the Commission.

8. AUDITED FINANCIAL STATEMENTS FOR THE YEAR ENDED JUNE 30, 2014

9. QUARTERLY FINANCIAL REPORT

- A. Financial report for the quarter ended September 30, 2015
- B. Cash flow projections

10. FURTHER CONSIDERATION OF FIRST AMENDMENT TO THE AMENDED AND RESTATED LOS ANGELES MEMORIAL COLISEUM COMMISSION MANAGEMENT AGREEMENT OF 2013

11. AMENDMENTS TO LEASE AGREEMENTS

- A. Amendment to Coliseum Lease
- B. Third Amendment to Sports Arena Agreement, Lease and Easement and Termination of Agreement and Lease for Parcel Adjacent to Arena
- C. Third Amendment to Lease and Agreement by and between Los Angeles Memorial Coliseum Commission and University of Southern California

12. CONSIDERATION OF NON-DISTURBANCE AGREEMENT BY AND AMONG CALIFORNIA SCIENCE CENTER, LOS ANGELES MEMORIAL COLISEUM COMMISSION AND L AFC SPORTS, LLC

13. LOS ANGELES MEMORIAL COLISEUM COMMISSION'S 2016 REGULAR MEETING SCHEDULE

14. CONSIDERATION OF ETHIOPIAN SPORTS FEDERATION IN NORTH AMERICA'S REQUEST FOR PUBLIC INTEREST EVENT

15. UNIVERSITY OF SOUTHERN CALIFORNIA'S QUARTERLY REPORT

- A. Coliseum and Sports Arena event recap for the quarter ended September 30, 2015
- B. Capitol repairs/improvements

CLOSED SESSION

CS-1 Conference with legal Counsel – Existing Litigation (Government Code Section 54956.9(d)(1))

Case: Los Angeles Memorial Coliseum Commission, et al. v. Lynch, et al., BC 472814

CS-2 Conference with Real Property Negotiators (Government Code Section 54956.8)

- A. Property: Los Angeles Memorial Coliseum and adjacent parcels
3911 South Figueroa Street, Los Angeles, CA 90037

Agency Negotiators: Jeffrey Heintz and Claudia Gutierrez

Negotiating Parties: Los Angeles Memorial Coliseum Commission, State of California,
and the University of Southern California

Under Negotiation: Both Price and Terms of Payment
- B. Property: Los Angeles Memorial Sports Arena and adjacent parcels
3939 South Figueroa Street, Los Angeles, CA 90037

Agency Negotiators: Jeffrey Heintz and Claudia Gutierrez

Negotiating Parties: Los Angeles Memorial Coliseum Commission, State of California,
the University of Southern California, and LAFC Sports, LLC

Under Negotiation: Both Price and Terms of Payment

OPEN SESSION

16. ADJOURNMENT

NOTICE: The regular meetings of the Coliseum Commission are open to the public. A member of the public may address the Commission on any Agenda item, and a request to address the Commission must be submitted in person prior to the start of the meeting. The Commission may limit the public input on any item, based on the number of people requesting to speak and the business of the Commission. In addition, a member of the public has the right to address the Commission on items of interest which is within the subject matter jurisdiction of the Commission during the Public Comment portion of the Agenda.

As a covered entity under Title II of the Americans with Disabilities Act, the Coliseum Commission does not discriminate on the basis of disability and, upon request, will provide reasonable accommodations to ensure equal access to its programs, services and activities. Sign language interpreters, assistive listening devices, or other auxiliary aids and/or services may be provided upon request. To ensure availability, your request should be received at least 48 hours in

advance of the need. Requests received less than 48 hours prior to the need will be accommodated to the best of the Commission's ability. For more information or to declare a need, contact the Commission's administrative offices at (213) 893-0202.

Persons having matters before the Los Angeles Memorial Coliseum Commission should read the following notice in connection with prohibited contributions to members of this agency.

NOTICE TO PERSONS HAVING MATTERS BEFORE THIS
AGENCY REGARDING PROHIBITED CONTRIBUTIONS

Any person to a proceeding before this Commission involving a license, permit, or other entitlement (including all entitlements for land use, contracts -- other than competitively bid labor or personal employment contracts -- and all franchises) must disclose on the record any contributions in excess of \$250.00 to any elected or appointed officer of the Commission, including alternates, made within the preceding 12 months by the party, or his or her agent. The California contributions limitations of Government Code Section 84308 also prohibit contributions in excess of \$250.00 for three months following the date of any final decision rendered by the Commission in such proceeding. Commissioners who have received such contributions within the past 12 months may not participate in the proceeding. Also, Commissioners may not receive such contributions while a matter affecting a contributor is pending.

**MINUTES
OF SPECIAL MEETING OF THE
LOS ANGELES MEMORIAL COLISEUM COMMISSION**

Thursday, July 30, 2015

1. CALL TO ORDER

The Special Meeting of the Los Angeles Memorial Coliseum Commission (the "Commission") was held in the Coliseum Commission Room on Thursday, July 30, 2015, and was called to order at 2:25 p.m. by President **RIDLEY-THOMAS**.

2. ROLL CALL

PRESENT: Mr. Mark Ridley-Thomas, President
Mr. William Chadwick, Vice President
Mr. Curren D. Price, Jr.

ABSENT: Mr. Ricardo Lara (Non-voting)
Mr. Reginald B. Jones-Sawyer (Non-voting)
Mr. Don Knabe (Alternate)
Mr. Tom LaBonge (Alternate)

STAFF PRESENT: Mr. Robert E. Osborne, CAO and Secretary
Mr. Thomas J. Faughnan, Co-Counsel
Ms. Noreen Vincent, Co-Counsel
Ms. Connie Yee, Chief Accountant

ALSO PRESENT: Mr. Greg Hellmold
Ms. Paloma Perez-McEvoy
Ms. Leslie Wall
Ms. Ana Lasso
Mr. Dan Stimmler
Mr. Joe Furin

3. PUBLIC COMMENT

There were no speakers.

4. PRESIDENT'S COMMENTS

There were no President's comments.

5. PROPOSED AMENDMENT TO THE JOINT POWERS AUTHORITY AGREEMENT TO INCREASE THE SIZE OF THE COMMISSION TO FIVE VOTING MEMBERS

Mr. **FAUGHNAN** presented a draft of the proposed First Amendment to the Amended and Restated Los Angeles Memorial Coliseum Commission Management Agreement of 2013 that included the State of California's concept that appointment

power be by unanimous vote of the three (3) existing member agencies. Questions from the commissioners and a general discussion ensued.

The Commission instructed the co-counsels and chief administrative officer to have additional conversations with representatives of the State of California to clarify issues raised by all three commissioners and then revise the proposed First Amendment to the Amended and Restated Los Angeles Memorial Coliseum Commission Management Agreement of 2013 for the Commission's consideration at either its next Regular Meeting or next Special Meeting.

ACTION: By Common Consent, there being no objections, the Commission instructed Co-Counsel and the CAO to have further conversations with the State to clarify their changes to the Proposed Amendment and present a revised version for the Commission's consideration at the next meeting.

6. ADJOURNMENT

There being no further business, the meeting adjourned at 2:44 p.m.

NEXT MEETING

The next Regular Meeting is scheduled for Thursday, July 30, 2015 at 2:30 p.m.

Secretary

**MINUTES
OF REGULAR MEETING OF
THE LOS ANGELES MEMORIAL COLISEUM COMMISSION**

Thursday, July 30, 2015

1. CALL TO ORDER

The Regular Meeting of the Los Angeles Memorial Coliseum Commission (the "Commission") was held in the Coliseum Commission Room on Thursday, July 30, 2015, and was called to order at 2:44 p.m. by President **RIDLEY-THOMAS**.

2. ROLL CALL

PRESENT: Mr. Mark Ridley-Thomas, President
Mr. William Chadwick, Vice President
Mr. Curren D. Price, Jr.
Mr. Reginald B. Jones-Sawyer (Non-voting, arrived at 2:58 p.m.)

ABSENT: Mr. Ricardo Lara (Non-voting)
Mr. Don Knabe (Alternate)
Mr. Tom LaBonge (Alternate)

STAFF PRESENT: Mr. Robert E. Osborne, CAO and Secretary
Mr. Thomas J. Faughnan, Co-Counsel
Ms. Noreen Vincent, Co-Counsel

ALSO PRESENT: Mr. Joe Furin
Mr. Dan Stimmler
Ms. Connie Yee
Mr. Greg Hellmold
Ms. Leslie Wall
Ms. Paloma Perez-McEvoy
Ms. Ana Lasso
Mr. Tom Penn
Mr. Samson Mulugeta

3. APPROVAL OF MINUTES

There were no requests for revisions to the Minutes.

ACTION: Moved by Vice President **CHADWICK**, seconded by Commissioner **PRICE**, unanimously carried, the Minutes of the Regular Meeting held on April 30, 2015, and the Minutes of the Special Meeting held on May 28, 2015, were approved.

4. PUBLIC COMMENT

Mr. Ron **MILLER**, of LA/OC Building Trades, addressed the Commission regarding contracting for local worker hiring for the Los Angeles Memorial Sports Arena Redevelopment Project.

5. PRESIDENT'S COMMENTS

President **RIDLEY-THOMAS** commented on the Special Olympics being held at the Memorial Coliseum.

6. CHIEF ADMINISTRATIVE OFFICER'S REPORT

Mr. **OSBORNE** reported on the following items:

- A. Amendment to the Memorandum of Understanding between the Commission and the County of Los Angeles which became effective June 1, 2015.
- B. Amended Conflict of Interest and Disclosure Code which became effective July 1, 2015
- C. USC's Centennial Capital Program which has commenced and, pursuant to the lease agreement, is required to be completed no later than July 29, 2023.
- D. The need to develop a strategic plan that communicates the Commission's mission, vision, and values.

President **RIDLEY-THOMAS** instructed Mr. **OSBORNE** to draft the conceptual framework of the strategic plan, which will include input from each Commissioner, to be discussed openly when the next CAO's report is presented, whereby each Commissioner will have the opportunity to provide additional comments before presenting the finalized strategic plan.

ACTION: By Common Consent, there being no objection, the Chief Administrative Officer's Report was received and filed.

7. CONSIDERATION OF THE LOS ANGELES MEMORIAL SPORTS ARENA REDEVELOPMENT PROJECT

Mr. Tom **PENN**, co-owner and President of the LAFC Sports, LLC (LAFC) presented an update of the Proposed Los Angeles Memorial Sports Arena Redevelopment Project.

The Commission asked questions and a general discussion ensued.

ACTION: By Common Consent, there being no objection, the written reports presented by LAFC were received and filed.

8. CONTROLLER'S REPORT

Ms. Connie **YEE**, Division Chief of the Los Angeles County Auditor-Controller's Office, reported that the financial statement audit for the year ended June 30, 2014 was underway but had not been completed.

The Commission asked questions and a general discussion ensued.

Mr. **OSBORNE** presented the financial report for the quarter and year ended June 30, 2015, and the Commission's cash flow projections through 2019.

ACTION: By Common Consent, there being no objection, the Controller's Report was received and filed.

9. CONSIDERATION OF REQUEST RECEIVED FOR PUBLIC INTEREST EVENT (ETHIOPIAN SPORTS FEDERATION IN NORTH AMERICA'S ANNUAL SOCCER TOURNAMENT)

Mr. Samson **MULUGETA**, Executive Representative of the Ethiopian Sports Federation in North America, presented a proposed public interest event scheduled for July 3, 2016 through July 9, 2016.

ACTION: By Common Consent, there being no objections, the Commission instructed the CAO to further review the request and present a recommendation to the Commission at its next regularly scheduled meeting.

10. UNIVERSITY OF SOUTHERN CALIFORNIA'S REPORT

Mr. Joe **FURIN**, General Manager of the Memorial Coliseum and Sports Arena, presented the Memorial Coliseum and Sports Arena event recap, overview of events in progress or upcoming, and the semi-annual report to be presented at the Commission's next Regular Meeting.

Mr. **FURIN** also reported on the progress of the Centennial Capital Program.

ACTION: By Common Consent, there being no objection, the University of Southern California's Report was received and filed.

11. ARCHIVING OF PHOTOGRAPHS, MEMORABILIA, AND DOCUMENTS

Mr. **OSBORNE** reported that he had discussions with Mr. **FURIN** and Mr. **FAUGHNAN** to clarify who has ownership rights over some of the Coliseum's memorabilia items.

The Commission asked questions and a general discussion ensued.

ACTION: On motion of President **RIDLEY-THOMAS**, there being no objections, the Commission instructed the CAO to produce a report as to ideas in which the memorabilia and history of the Coliseum can be best preserved by the next regularly scheduled meeting.

12. "WORLD STAGE LEGACY" MURAL

Mr. **OSBORNE** reported that the mural has now been in place for approximately 60 days. The Commission asked questions and a general discussion ensued.

ACTION: On motion of President **RIDLEY-THOMAS**, there being no objections, the Commission has instructed the CAO and Mr. **FURIN** to set a date for the mural to be taken down and instruct the artist to comply by the date to be determined.

Mr. Tom **FAUGHNAN** announced that the Commission would meet in closed session.

CLOSED SESSION

The Commission entered into Closed Session at 4:03 p.m.

CS-1. Conference with Legal Counsel – Existing Litigation (Government Code Section 54956.9(d)(1))

Case: Los Angeles Memorial Coliseum Commission, et al. v. Lynch, et al., BC 472814

Case: Thomas Roberts v. Go Ventures, Inc., et al., ADJ7196919

CS-2. Conference with Legal Counsel – Anticipated Litigation (Government Code Section 54956.9(d)(4))

Initiation of litigation (one or more cases).

RETURN TO OPEN SESSION

Closed Session adjourned and Open Session reconvened at 4:24 p.m. with all voting members present.

REPORT OF ACTIONS TAKEN DURING CLOSED SESSION

Mr. **FAUGHNAN** reported that there was no reportable action taken.

13. ADJOURNMENT

There being no further business, the meeting adjourned at 4:24 p.m.

NEXT MEETING

The next Regular Meeting will be held on Thursday, October 29, 2015 at 2:30 p.m.

Secretary

**MINUTES
OF SPECIAL MEETING OF THE
LOS ANGELES MEMORIAL COLISEUM COMMISSION**

Thursday, September 17, 2015

1. CALL TO ORDER

The Special Meeting of the Los Angeles Memorial Coliseum Commission (the "Commission") was held in the Coliseum Commission Room on Thursday, September 17, 2015, and was called to order at 2:49 p.m. by President **RIDLEY-THOMAS**.

2. ROLL CALL

PRESENT: Mr. Mark Ridley-Thomas, President
 Mr. William Chadwick, Vice President (arrived at 3:14 p.m.)
 Mr. Curren D. Price, Jr.

ABSENT: Mr. Ricardo Lara (Non-voting)
 Mr. Reginald B. Jones-Sawyer (Non-voting)
 Mr. Don Knabe (Alternate)
 Mr. Tom LaBonge (Alternate)

STAFF PRESENT: Mr. Robert E. Osborne, CAO and Secretary
 Mr. Thomas J. Faughnan, Co-Counsel
 Ms. Rene Gilbertson, Co-Counsel
 Mr. Steven Hong, Co-Counsel

ALSO PRESENT: Mr. Joe Furin
 Ms. Ana Lasso

3. PUBLIC COMMENT

The following speakers addressed the Commission regarding the Sports Arena redevelopment project:

- A. Mr. Alejandro Lara, Chief Operating Officer of Blue Green Preservation and Development, LLC
- B. Ms. Diane Sher, member of the public
- C. Mr. Drexel Johnson Muhammad, Executive Director and Founder of the Young Black Contractors Association
- D. Mr. Ruben Gonzalez, Los Angeles Area Chamber of Commerce
- E. Ms. Noreen McClendon, Executive Director of Concerned Citizens of South Central Los Angeles

4. PRESIDENT'S COMMENTS

There were no President's comments.

5. UPDATE ON THE LOS ANGELES FOOTBALL CLUB'S (Lafc) HISTORIC INTERPRETIVE AND LOCAL WORKER HIRE PLANS

Mr. Tom **PENN**, President and Co-Owner of Lafc and Ms. Ayahlushim **GETACHEW**, of Aesa, Inc. and AG Consultants presented an update of the status of the Sports Arena redevelopment project, the historic interpretive program, and the local worker hire plan.

6. PROPOSED ADDENDUM TO THE CERTIFIED ENVIRONMENTAL IMPACT REPORT FOR THE LOS ANGELES MEMORIAL SPORTS ARENA REDEVELOPMENT PROJECT (THE PROJECT)

Ms. Stephanie **EYESTONE-JONES**, President of Eyestone Environmental, and Mr. D.J. **MOORE**, of Latham & Watkins, presented an overview of the Addendum to the Certified EIR. The Commission members asked questions and there was a general discussion.

ACTION: Moved by Commissioner **PRICE**, seconded by Commissioner **CHADWICK** and unanimously carried, the Proposed Addendum to the Certified EIR for the Los Angeles Memorial Sports Arena Redevelopment Project was approved.

7. PROPOSED PROJECT AGREEMENT BETWEEN THE LOS ANGELES MEMORIAL COLISEUM COMMISSION AND THE UNIVERSITY OF SOUTHERN CALIFORNIA

Mr. **FAUGHNAN** provided a summary of the Agreement. The Commission members asked questions and there was a general discussion.

ACTION: Moved by Commissioner **PRICE**, seconded by Commissioner **CHADWICK** and unanimously carried, the Proposed Project Agreement between the Los Angeles Memorial Coliseum Commission and the University of Southern California was approved.

8. ADJOURNMENT

There being no further business, the meeting adjourned at 3:40 p.m.

NEXT MEETING

The next Regular Meeting is scheduled for Thursday, October 29, 2015 at 2:30 p.m.

Secretary

EX-OFFICIO MEMBERS

STATE SENATOR
RICARDO LARA

ASSEMBLYMEMBER
REGINALD JONES-SAWYER

ROBERT E. OSBORNE
CHIEF ADMINISTRATIVE OFFICER
SECRETARY



**SITE OF 1932 AND 1984
OLYMPICS ATHLETICS COMPETITION
OPENING & CLOSING CEREMONIES**



**SITE OF 1984 OLYMPICS
BOXING COMPETITION**

COMMISSION MEMBERS

STATE OF CALIFORNIA
WILLIAM CHADWICK
VICE PRESIDENT

COUNTY OF LOS ANGELES

MARK RIDLEY-THOMAS
PRESIDENT

DON KNABE (Alternate)

CITY OF LOS ANGELES

CURREN D. PRICE, JR.
TOM LaBONGE (Alternate)

LOS ANGELES MEMORIAL COLISEUM COMMISSION

3911 South Figueroa Street, Los Angeles, CA 90037

**AGENDA ITEM #6
CHIEF ADMINISTRATIVE OFFICER'S REPORT**

ROBERT E. OSBORNE

A. USC's Coliseum and Sports Arena Facilities Financial Statements for the Year Ended June 30, 2015

On September 30, 2015, USC's General Manager of the Coliseum and Sports Arena facilities delivered the Coliseum and Sports Arena's financial statements pursuant to § 14.1 of the Lease and Agreement between the Coliseum Commission and USC as amended.

Based on these unaudited financial statements:

- The total number of event days increased by 30, or 11%, over the prior year
- The total attendance increased by 140,000, or 20%, over the prior year
- The operating loss for the year was \$2.2 million compared to a \$2.9 million loss the prior year
- Capital improvement spending decreased by \$486,000, or 34%, below the prior year
- The Cumulative Calculated Amount stood at negative \$4.7 million

Attachment 6.A.1.: USC Facility Financial Statements FYE2015

B. City of Los Angeles Public Hearing Regarding Memorial Sports Arena Redevelopment Project

On October 20, 2015, the City of Los Angeles Department of City Planning held a public hearing to obtain testimony from affected and/or interested persons regarding the Sports Arena redevelopment project. City action requested by USC and LAFC Sports, LLC included:

1. Amend the Coliseum District Specific Plan for the development and operation of the LAFC stadium;

2. Establish a Supplemental Use Sign District including transfer of signage regulations currently in the Coliseum District Specific Plan into the Sign District;
3. Verify the project's compliance with the Coliseum District Specific Plan;
4. A Director's Alcohol Use Approval to permit the on-site and dispensing of a full line of alcoholic beverages within the project area;
5. Consider the applicability of the EIR and the Addendum to the certified EIR to the proposed project.

Approximately 30 people spoke during the hearing and the comments were overwhelmingly in support of the project. The matter is expected to be agenized for the City Planning Commission's consideration during its December 10, 2015 meeting, and then the City Planning Commission may issue a recommendation report for the Los Angeles City Council's consideration.



3939 South Figueroa Street
Los Angeles, CA 90037
213 747 7111
www.lacoliseum.com

Via Electronic Mail

September 30, 2015

Mr. Robert E. Osborne
Executive Director
Los Angeles Memorial Coliseum Commission
3911 S. Figueroa Street
Los Angeles, CA 90037
ROsborne@bos.lacounty.gov

Dear Robert,

In accordance with Section 14.1 of the Second Amendment to the Lease and Agreement between the Commission and USC (Lease), please find attached annual report for the period July 1, 2014 through June 30, 2015. The annual report includes the following information:

- 1) Completed and planned events
- 2) Capital repair or improvement projects either underway or proposed in the following twelve-month period
- 3) Operating receipts, operating expenses, and capital improvement and repair cost reports in furtherance of the provisions of Section 4.3 (Cumulative Calculated Amount).
- 4) Financial statements relating to the operation, maintenance, repair and improvement of the Premises.

The following provides a summary overview of each section of the report.

Summary of completed and planned events (page 1)

Completed and Planned Events (pages 2 – 12)

For the period July 1, 2014 through June 30, 2015, there were 300 total completed event days (110 event days at the Coliseum and 190 event days at the Sports Arena). The largest category in terms of event days was concerts/rehearsals with 113 event days.

The total attendance during the reporting period is 831,522 (563,865 at the Coliseum and 267,657 at the Sports Arena). Those events that achieved the highest levels of attendance were USC football home games, two Soccer games, Kcon convention, FYF Festival, Camp Flog Gnaw Carnival and Disney on Ice.

In addition, there were 35 total community/religious event days including the 4th of July Festival, Rock N' Roll Marathon, Care Harbor Health Clinic, LAUSD Graduation, Academic Decathlon and the annual Christmas tree giveaway event.

There are currently 222 planned event days for the period July 1, 2015 through June 30, 2016. This is based on the Coliseum/Sports Arena program budget completed Spring of 2015, prior to the completion of the Los Angeles Football Club negotiations and may need to be amended for the six month report.



September 30, 2014
Page 2 of 2

Capital Repair or Improvement Projects (page 13)

For the reporting period, \$955,278 was spent on capital improvement projects. These projects are Coliseum related upgrades.

Projects that meet the criteria of Schedule 11 projects are listed and in addition, those projects considered as a potential Schedule 11 (Category 2) replacement projects are noted as well. This is as defined in Section 11.1(b) of the Lease.

The projects listed are only those that are considered capital expenditures as defined by generally accepted accounting principles (GAAP). USC is currently in the process of evaluating the Coliseum facility for significant renovations.

Operating Receipts, Operating Expenses, and Capital Improvements (page 14)

In accordance with Section 4.3 of the Lease, the Cumulative Calculated Amount for the reporting period is as follows:

Operating Receipts	\$15,239,442
Less: Offsetting Items	\$(17,345,217)
Less: Capital Improvement Items	<u>\$(2,609,942)</u>
Cumulative Calculated Amount	\$(4,715,716)

Given the negative balance, the Cumulative Calculated Amount share formula is not applicable for this reporting period.

Note that the total amount of the 2014 USC football season ticket surcharge, \$1,727,397, is listed as an Excluded Receipt (Lease Glossary p.3, Section 4.3(f)). Of the total amount, \$955,278 was spent on Coliseum-specific projects and applied to Capital Improvement Items (line 41). The remaining balance of \$772,119 is restricted for use on capital improvement projects. When those funds are spent on upcoming capital improvement projects, those costs will be applied to Capital Improvement Items.

Financial Statements (page 15)

Income Statement for the Premises reflects a net operating loss of \$2,241,237 for the reporting period.

Please let us know if you have any questions on the information provided.

Sincerely,

Joe Furin
General Manager, Los Angeles Memorial Coliseum and Sports Arena

Cc: Dan Stimmler, Associate Senior Vice President, Auxiliary Services and Chief Operating of the Los Angeles Memorial Coliseum and Sports Arena
Anjeanette Arakawa, Director of Finance, Los Angeles Memorial Coliseum and Sports Arena
Matt Curran, Director, Trademarks and Contract Compliance

LAMCSA EVENT DAYS

Summary

	Completed	Planned
	Jul 1, 2014 - Jun 30, 2015	Jul 1, 2015 - Jun 30, 2016
Coliseum		
Athletic Events	42	24
Concerts/Rehearsals	2	2
Community/Religious	10	3
Comercial/Film Locations	26	30
Other	30	17
Coliseum Total	110	76
 Sports Arena		
Athletic Events	0	0
Concerts/Rehearsals	113	88
Community/Religious	25	14
Comercial/Film Locations	25	30
Other	27	14
Sports Arena Total	190	146
Program Total	300	222

LAMCSA EVENT RECAP July 1, 2014 - June 30, 2015
Summary

LA MEMORIAL COLISEUM		Month	Event Days Summary	Attendance
1	ATHLETIC EVENTS		42	529,180
2	CONCERTS/REHEARSALS		2	0
3	COMMUNITY/RELIGIOUS		10	20,075
4	COMMERCIAL/FILM LOCATIONS		26	0
5	OTHER		30	14,610
Coliseum Subtotal:			110	563,865

LA MEMORIAL SPORTS ARENA		Month	Event Days Summary	Attendance
6	ATHLETIC EVENTS		0	0
7	CONCERTS/REHEARSALS		113	143,938
8	COMMUNITY/RELIGIOUS		25	76,443
9	COMMERCIAL/FILM LOCATIONS		25	0
10	OTHER		27	47,276
Sports Arena Subtotal:			190	267,657
Facility Total:			300	831,522

LAMCSA EVENT RECAP July 1, 2014 - June 30, 2015

Detail

LA MEMORIAL COLISEUM		Month	Event Days Summary	Event Days Detail	Attendance
1	ATHLETIC EVENTS		42		529,180
	USC Practice	Jul		1	0
	USC Practice	Aug		1	0
	USC Practice	Aug		1	0
	USC Practice/Season Ticket Holder Event	Aug		1	500
	USC Practice	Aug		1	0
	USC Practice	Aug		1	0
	USC Practice-Potential Season Ticket Holder	Aug		1	500
	USC Practice	Aug		1	0
	USC vs. Fresno State	Aug		1	62,141
	UNCAF Copa Centroamericana	Sep		4	37,888
	USC vs. Oregon St.	Sep		1	66,200
	USC vs. Arizona St.	Oct		1	56,185
	USC vs. Colorado	Oct		1	61,762
	USC vs. UCLA Soccer	Nov		1	9,534
	USC vs. California	Nov		1	59,050
	USC vs. Notre Dame	Nov		1	67,686
	USC Recruits	Dec		1	0
	CIF High School FB Championship	Dec		1	7,710
	USC Recruits	Dec		1	35
	NRFL Scouting Combine (Rugby)	Jan		4	0
	USC Recruits	Jan		1	0
	USC Women's Lacrosse	Feb		1	651
	USC Practice	Mar		3	200
	Soccer (Mexico vs Ecuador)	Mar		3	74,115
	USC Practice	Apr		2	600
	USC Spring Scrimmage	Apr		1	12,382
	Men's Lacrosse	Apr		1	120
	LFL (Temptation vs Sin)	May		1	886

LAMCSA EVENT RECAP July 1, 2014 - June 30, 2015

	LFL (Temptation vs Mist)	Jun	1	582
	Soccer (Cruz Azul vs Pumas)	Jun	2	10,453
2	CONCERTS/REHEARSALS		2	0
	Uforia Fest	Aug	2	0
3	COMMUNITY/RELIGIOUS		10	20,075
	4th of July Festival	Jul	1	10,000
	Back to School	Jul	1	500
	NFL Play 60 Character Camp	Jul	1	500
	Rock N' Roll Marathon	Oct	1	8,000
	Veterans Day Event	Nov	1	200
	FIYA Flag Football	Nov	1	275
	Day of Learning	Dec	1	500
	Christmas Tree Giveaway	Dec	1	100
	Bring Back L.A. Rams Rally	Jan	1	0
	Dancing Man Picnic	May	1	0
4	COMMERCIAL/FILM LOCATIONS		26	0
	Bose Filming	Jul	1	0
	Hollywood Reporter Filming	Jul	1	0
	ESPN Filming	Jul	1	0
	Face Off Filming	Jul	1	0
	Dr. Pepper Shoot	Jul	2	0
	Redd's Wicked Apple Commercial	Jul	1	0
	Verizon Filming	Sep	1	0
	VW Jetta Commercial	Sep	1	0
	Spirit Activewear Photo Shoot	Oct	1	0
	Biggest Loser Filming	Oct	1	0
	NBC Super Bowl Filming	Jan	1	0
	World Cup Women's Soccer Filming	Jan	1	0
	Under Armour Filming	Jan	1	0
	A/K Untitled Filming	Jan	1	0
	Goldberg's TV Show Filming	Feb	5	0
	ESPN Filming	Apr	1	0
	USOC Filming	Apr	1	0

LAMCSA EVENT RECAP July 1, 2014 - June 30, 2015

	Victoria Secret Still Shoot	May	1	0
	NFL Rookie Photo Shoot	May	3	0
5	OTHER		30	14,610
	Knights of Columbus/Special Olympics Pres: Jul		1	100
	Joan Benoit Samuelson 30th Anniversary Re Aug		1	120
	USC Class Photo	Aug	1	3,000
	UNCAF Press Conference	Aug	1	0
	Verizon Corporate Message	Sep	1	500
	USC Administrative Operations Meeting	Sep	1	120
	Keck Medicine Doctors of USC Luncheon	Oct	1	100
	Wedding	Oct	1	150
	Private Event	Nov	1	0
	Wedding Photo Shoot	Nov	1	0
	Rose Bowl Practice	Dec	1	0
	AltaMed k	Jan	1	5,000
	Soccer Press Conference	Feb	1	0
	Hops & Hopes Craft Beer Day	Apr	1	2,764
	USC Staff Assembly	May	1	0
	LAFC Press Conference	May	1	200
	Human War Premiere	Jun	1	150
	Dot Party	Jun	11	2,406
	LAMCSA Welcomes L.A. Concierges	Jun	1	0
	Special Olympics Medical Training	Jun	1	0
Coliseum Subtotal:			110	563,865

LAMCSA EVENT RECAP July 1, 2014 - June 30, 2015

Detail

LA MEMORIAL SPORTS ARENA		Month	Event Days Summary	Event Days Detail	Attendance
6	ATHLETIC EVENTS		0		
7	CONCERTS/REHEARSALS		113		143,938
	Monster Tour Rehearsals	Jul		7	0
	KCON Concert	Aug		3	22,012
	KCON Convention	Aug		4	0
	FYF Festival	Aug		8	85,255
	Luis Miguel Rehearsals	Sep		6	0
	TFC Presents ASAP	Oct		5	9,815
	SlipKnot Rehearsals	Oct		6	0
	Camp Flog Gnaw Carnival	Nov		6	13,113
	Fei Yu Ching Concert	Nov		3	2,469
	Foo Fighters Rehearsals	Nov		10	0
	Katy Perry Rehearsals	Jan		17	0
	Maroon 5 Rehearsals	Feb		8	0
	Latin Dance	Feb		1	11,274
	Pentatonix Rehearsals	Feb		4	0
	Drake Rehearsals	Mar		8	0
	Drake Rehearsals	Apr		7	0
	Bette Midler Rehearsals	Apr		8	0
	Kanye West Rehearsals	Jun		2	0
8	COMMUNITY/RELIGIOUS		25		76,443
	Radio Guadalupe	Jul		2	8,052
	EL Sembrador	Aug		3	16,436
	Care Harbor	Sep		12	3,118
	Guadalupe Radio	Nov		2	8,037
	Aloha Cheer Competition	Nov		1	3,215
	Guadalupe Radio	Jan		1	8,125
	Guadalupe Radio	Feb		1	8,036

Detail of Events

Page No. 6 of 15

LAMCSA EVENT RECAP July 1, 2014 - June 30, 2015

	Academic Decathlon	Mar	1	5,589
	Aloha Cheer Competition	Mar	1	4,220
	Guadalupe Radio	May	1	11,615
9	COMMERCIAL/FILM LOCATIONS		25	0
	Dutch Documentary	Jul	1	0
	NFL Commercial	Jul	1	0
	Matador Filming	Jul	4	0
	Straight Outta Compton	Sep	11	0
	Adidas Commercial	Oct	1	0
	AT&T Filming	Feb	2	0
	Tomorrowland Filming	May	1	0
	Silver Sun Filming	May	1	0
	Arco Filming	May	1	0
	AT&T Filming	Jun	2	0
10	OTHER		27	47,276
	Automotive Car Sales	Sep	4	500
	Lupus 5K Run	Sep	1	0
	UAVSA Drone Expo	Dec	1	2,328
	Disney On Ice	Apr	5	21,428
	USC Price School Commencement	May	1	5,500
	LAUSD Graduation	May	1	6,939
	Sony Playstation	Jun	13	3,000
	Bell High School Graduation	Jun	1	7,581
Sports Arena Subtotal:			190	267,657
Facility Total:			300	831,522

LAMCSA PLANNED EVENTS July 1, 2015 - June 30, 2016
Summary

LA MEMORIAL COLISEUM		Month	Event Days Summary	Attendance (Estimate)
1	ATHLETIC EVENTS		24	526,550
2	CONCERTS/REHEARSALS		2	50,000
3	COMMUNITY/RELIGIOUS		3	8,275
4	COMMERCIAL/FILM LOCATIONS		30	0
5	OTHER		17	50,000
Coliseum Subtotal:			76	634,825
LA MEMORIAL SPORTS ARENA		Month	Event Days Summary	Attendance (Estimate)
6	ATHLETIC EVENTS		0	0
7	CONCERTS/REHEARSALS		88	153,400
8	COMMUNITY/RELIGIOUS		14	71,200
9	COMMERCIAL/FILM LOCATIONS		30	0
10	OTHER		14	73,200
Sports Arena Subtotal:			146	297,800
Facility Total:			222	932,625

LAMCSA PLANNED EVENTS July 1, 2015 - June 30, 2016

Detail

LA MEMORIAL COLISEUM		Month	Event Days Summary	Event Days Detail	Attendance (Estimate)
1	ATHLETIC EVENTS		24		526,550
	USC Practice	Aug		4	2,400
	USC Football Game #1	Sep		1	62,000
	USC Football Game #2	Sep		1	62,000
	USC Football Game #3	Sep		1	62,000
	USC Football Game #4	Oct		1	60,000
	USC Football Game #5	Oct		1	64,000
	Soccer	Oct		1	30,000
	USC Football Game #6	Nov		1	62,000
	USC Football Game #7	Nov		1	70,000
	USC Soccer	Nov		1	200
	CIF Football	Dec		1	7,700
	USC Recruits	Dec		1	50
	USC Recruits	Jan		2	100
	USC Lacrosse	Feb		1	200
	USC Practice	Mar		2	1,200
	Soccer	Mar		1	30,000
	USC Practice	Apr		2	1,200
	USC Football Spring Game	Apr		1	11,500
2	CONCERTS/REHEARSALS		2		50,000
	Concert	Apr		1	25,000
	Concert	May		1	25,000
3	COMMUNITY/RELIGIOUS		3		8,275
	4th of July Fest	Jul		1	
	Rock N' Roll Marathon	Aug		1	8,000
	FIYA Football	Nov		1	275
4	COMMERCIAL/FILM LOCATIONS		30		0
	Filmings			30	
5	OTHER		17		50,000

LAMCSA PLANNED EVENTS July 1, 2015 - June 30, 2016

Special Olympics	Aug	1	50,000
USC Class Photo	Aug	1	
Burgers & Beer	Aug	1	
Private Events		6	
Other		8	
Coliseum Subtotal:		76	634,825

LAMCSA PLANNED EVENTS July 1, 2015 - June 30, 2016

Detail

LA MEMORIAL SPORTS ARENA		Month	Event Days Summary	Event Days Detail	Attendance (Estimate)
6	ATHLETIC EVENTS		0		
7	CONCERTS/REHEARSALS		88		153,400
	FYF Festival	Aug		1	85,300
	Soda Green	Sep		1	7,000
	Iggy Azalea	Sept		16	
	Music Fest	Oct		1	22,000
	Camp Flog Gnaw	Nov		1	13,100
	Chinese Concert	Nov		1	8,000
	Muse	Nov		12	
	Latin Dance	Nov		1	4,500
	Latin Dance	Feb		1	9,000
	Latin Dance	May		1	4,500
	Rehearsals			52	
8	COMMUNITY/RELIGIOUS		14		71,200
	Guadalupe Radio Ministry	Aug		1	8,100
	Juventud Renovada	Aug		1	8,000
	El Sembrador	Oct		2	15,700
	Care Harbor	Oct		4	
	Guadalupe Radio Ministry	Nov		1	8,000
	Guadalupe Radio Ministry	Feb		2	20,000
	Aloha Cheer Competition	Dec		1	3,200
	Aloha Cheer Competition	Mar		1	3,200
	Academic Decathlon	Mar		1	5,000
9	COMMERCIAL/FILM LOCATIONS		30		0
	Filmings			30	
10	OTHER		14		73,200
	LAUSD Graduation	May		1	8,000
	Sony Playstation	Jun		1	3,000
	Bell High School Graduation	Jun		1	5,000

Detail Planned Events

LAMCSA PLANNED EVENTS July 1, 2015 - June 30, 2016

Other

11

57,200

Sports Arena Subtotal:	146	146	297,800
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Facility Total:	222	222	932,625
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UNIVERSITY OF SOUTHERN CALIFORNIA
 LOS ANGELES MEMORIAL COLISEUM AND SPORTS ARENA
 Capital Repair and Improvement Projects
 For the Period July 1, 2014 through June 30, 2015

Description	FY15	FY16 (Est)	Venue	Status	Date	Schedule 11 Project
Underway as of June 30, 2015						
Coliseum Yard Level Restroom Upgrades	\$311,664.27		COL	Completed	Fall 2014	Potential Category 2 replacement project
Coliseum Locker Room Upgrades Fall '14	\$44,965.44		COL	Completed	Fall 2014	Category 1 (Locker Room #1), Interior finish restorations - Coliseum interiors
Coliseum Clubs Installation	\$145,572.29		COL	Completed	Fall 2014	Potential Category 2 replacement project
Coliseum Press Room Upgrades Fall '14	\$19,253.15		COL	Completed	Fall 2014	Potential Category 2 replacement project
Coliseum Facility Studies/Assessments	\$160,100.00		COL	Completed	Fall 2014	Potential Category 2 replacement project
Coliseum Field Equipment Fall '14	\$8,964.99		COL	Completed	Fall 2014	Potential Category 2 replacement project
Coliseum Lighting Upgrades	\$15,107.99		COL	Completed	Fall 2014	Potential Category 2 replacement project
Coliseum Concession Stand Upgrades	\$20,408.52		COL	Completed	Fall 2014	Category 1 (#2), Concession stand food service equipment upgrades
Coliseum Yard Level POS Upgrade for PCI	\$59,992.33		COL	Completed	Spring 2015	Category 1 (#2), Concession stand food service equipment upgrades
Coliseum Player's Tunnel Summer '15	\$2,600.00	\$149,700.00	COL	In Progress	Summer 2015	Category 2 (Group C #1 & #4) and potential replacement project
Coliseum Locker Room Upgrades Summer '15	\$50,891.88	\$2,000.00	COL	In Progress	Summer 2015	Category 1 (Locker Room #1), Interior finish restorations - Coliseum interiors
Coliseum Ticket Area Improvements	\$37,074.31	\$10,900.00	COL	In Progress	Fall 2015	Category 2 (Group C #15), Interior finishes restoration-outbuildings
Coliseum Public Space Improvements	\$3,904.00	\$52,000.00	COL	In Progress	Fall 2015	Category 1 (#9), Replace and add yard level lighting
Coliseum Clubs Installation Fall '15	\$13,165.56	\$15,000.00	COL	In Progress	Fall 2015	Potential Category 2 replacement project
Coliseum Field Equipment Summer '15	\$61,612.93		COL	Completed	Summer 2015	Potential Category 2 replacement project
Coliseum Press Room Upgrades Fall '15		\$40,000.00	COL	Planned	Fall 2015	Potential Category 2 replacement project
TOTAL	\$955,277.66	\$269,600.00				

Proposed as of June 30, 2015

Additional proposed projects beyond those in progress are to be determined. The Coliseum facility is currently being evaluated for significant renovations.

Los Angeles Memorial Coliseum & Sports Arena
Cumulative Calculated Amount

This represents interim reporting for the time period July 1, 2014 through June 30, 2015, in accordance with the terms of the Second Amendment to Lease and Agreement by and between the Los Angeles Memorial Coliseum Commission and University of Southern California.

	Account description reference	Amount
1	A Operating Receipts	
2	(a) Rental Receipts	\$2,547,849
3	(b) Commercial Value Equivalent (CVE) of Naming Rights	n/a
4	(c) Rental Receipts: NFL Team	n/a
5	(d) Filming Revenue	\$298,657
6	(d) Signage Revenue	\$713,700
7	(d) Concessions	\$1,561,349
8	(d) Other Operations Revenue	\$3,516,285
9	(e) 8% of Ticket Surcharge not spent on CapEx	\$0
10	SA Parking Lots Revenue (from events at Coliseum only)	\$171,086
11	Add: FMV of Comp tickets >20% of sold tickets	n/a
12	Add: receipts for non-Coliseum football home game	n/a
13	Add: amount naming CVE exceeds NPV of donated	n/a
14	SUB TOTAL REVENUES	\$ 8,808,926
15	Excluded Receipts	
16	(i) Insurance Proceeds	n/a
17	(ii) Condemnation proceeds	n/a
18	(iii) Landlord breach payment	n/a
19	(iv) Donations	n/a
20	(vi) Signage	\$0
21	(vii) Ticket Surcharge	\$1,727,397
21	(viii) Capital Contributions by NFL	n/a
22	Add: Prior Year Cumulative Operating Receipts Total	\$6,430,516
23	CUMULATIVE OPERATING RECEIPTS	\$ 15,239,442
24		
25	B Offsetting Items	
26	Event Expenses	\$3,595,443
27	Filming Expenses	\$44,996
28	Net Salaries & Benefits	\$1,829,346
29	District Rent - COL	\$625,000
30	General/Other Op Ex	\$2,803,604
31	Utilities	\$382,882
32	Insurance	\$265,978
33	Debt Service	\$0
34	Landlord Operating Costs	\$187,500
35	SUB TOTAL EXPENSES	\$ 9,734,748
36		
37	Add: Prior Year Cumulative Offsetting Items Total	\$7,610,468
38	CUMULATIVE OFFSETTING ITEMS	\$ 17,345,217
39		
40	C Capital Improvement Items	
41	Capital Expenditure and Repairs	\$955,278
42	Capital Expenditure Reserve	\$0
43	Return on CapEx Balance	\$147,733
44	Add: Prior Year Cumulative Capital Improvements Total	\$1,506,931
45	CUMULATIVE CAPITAL IMPROVEMENT ITEMS	\$ 2,609,942
46		
47	TOTAL INCOME / (LOSS) A-B-C=	\$ (4,715,716)
48		
49	Total Income Sharing Waterfall	
50	5% \$0 - \$2.5M	\$0
51	10% \$2.5M - \$5.0M	\$0
52	15% \$5.0M - \$7.5M	\$0
53	20% \$7.5M +	\$0
54	TOTAL CUMULATIVE CALCULATED AMOUNT ("CCA")	\$ -

UNIVERSITY OF SOUTHERN CALIFORNIA
L.A. Memorial Coliseum and Sports Arena
Combined Operations INCOME STATEMENT
For the Period July 1, 2014 through June 30, 2015

	YEAR TO DATE ACTUAL
Operating Revenues:	
Coliseum Events	\$ 5,787,690
Sports Arena Events	4,122,270
Concession Income	1,920,066
Advertising Income	782,500
Ancillary Income	1,251,869
Other Income	14,213
Total Operating Revenues	\$ 13,878,608
Cost of Events:	
Coliseum Events	3,640,439
Sports Arena Events	2,432,058
Salaries and benefits	2,947,581
General Operating Expenses	3,871,340
Facility Improvement Projects	955,278
Insurance	372,400
Rent	1,000,000
Utilities	753,015
Total Operating Expenses	\$ 15,972,112
Operating Gain (Loss)	\$ (2,093,504)
Non-Operating (Expenses)	
Interest Income	-
Interest Expense	(147,733)
Contributions	-
Other	-
Total Non-Operating (Expenses)	\$ (147,733)
Program Income (Loss)	\$ (2,241,237)

LOS ANGELES MEMORIAL COLISEUM COMMISSION

Attachment 6.A.2.

Schedule of Cumulative Calculated Amount

June 30, 2015 and 2014

(Unaudited)

	2015	2014	Increase (Decrease)	%
Revenue				
Rental receipts	\$ 2,547,849	\$ 2,940,664	\$ (392,815)	-13%
Concessions	1,561,349	793,440	767,909	97%
Signage revenue	713,700	460,709	252,991	55%
Filming revenue	298,657	508,941	(210,284)	-41%
SA parking lot revenue from events at Coliseum	171,086	72,815	98,271	135%
Other operating revenue	3,516,285	1,653,946	1,862,339	113%
Total revenue	8,808,926	6,430,515	2,378,411	37%
Expenses				
Event expenses	3,595,443	2,651,456	943,987	36%
Filming expenses	44,996	49,288	(4,292)	-9%
Salaries and benefits, net	1,829,346	1,578,638	250,708	16%
District rent	625,000	577,186	47,814	8%
General/other operating expenses	2,803,604	2,087,037	716,567	34%
Utilities	382,882	312,039	70,843	23%
Insurance	265,978	268,886	(2,908)	-1%
Landlord operating costs	187,500	85,938	101,562	118%
Total expenses	(9,734,749)	(7,610,468)	(2,124,281)	28%
Loss from operations	(925,823)	(1,179,953)	254,130	-22%
Capital Improvement Items				
Capital expenditure and repairs	955,278	1,421,633	(466,355)	-33%
Return on CapEx balance	147,733	85,298	62,435	73%
Total capital improvement items	(1,103,011)	(1,506,931)	403,920	-27%
Cumulative Calculated Amount, Current Year	(2,028,834)	(2,686,884)	658,050	-24%
Cumulative Calculated Amount, Beginning of Year	(2,686,884)	-	(2,686,884)	
Cumulative Calculated Amount, End of Year	\$ (4,715,718)	\$ (2,686,884)	\$ (2,028,834)	76%

EX-OFFICIO MEMBERS

STATE SENATOR
RICARDO LARA

ASSEMBLYMEMBER
REGINALD JONES-SAWYER

ROBERT E. OSBORNE
CHIEF ADMINISTRATIVE OFFICER
SECRETARY



**SITE OF 1932 AND 1984
OLYMPICS ATHLETICS COMPETITION
OPENING & CLOSING CEREMONIES**



**SITE OF 1984 OLYMPICS
BOXING COMPETITION**

COMMISSION MEMBERS

STATE OF CALIFORNIA
WILLIAM CHADWICK
VICE PRESIDENT

COUNTY OF LOS ANGELES
MARK RIDLEY-THOMAS
PRESIDENT

DON KNABE (Alternate)

CITY OF LOS ANGELES
CURREN D. PRICE, JR.

TOM LaBONGE (Alternate)

LOS ANGELES MEMORIAL COLISEUM COMMISSION

3911 South Figueroa Street, Los Angeles, CA 90037

AGENDA ITEM #7

PROPOSED LOS ANGELES MEMORIAL COLISEUM RENOVATION PROJECT

**ROBERT E. OSBORNE
CLAUDIA GUTIERREZ**

Proposed Actions:

- A. **Approve** and authorize the Chief Administrative Officer to execute the proposed agreement between the Coliseum Commission and the University of Southern California (USC) for further California Environmental Quality Act (CEQA) Review of the Los Angeles Memorial Coliseum Renovation Project, as shown in **Attachment 7-1**.
- B. **Delegate** authority to the Chief Administrative Officer to retain a CEQA consultant for further environmental review of the project.
- C. **Delegate** authority to the Chief Administrative Officer to retain a real estate consultant to review and advise on the project.
- D. **Authorize** Commission staff to work with all necessary parties to prepare the project for review and consideration by the Commission.

The proposed actions will authorize Commission staff to retain the necessary consultants and work with USC to return with an updated environmental document and other documents for consideration and approval by your Commission in furtherance of the proposed Los Angeles Memorial Coliseum Renovation Project.

Article 11 of the Second Amendment to the Lease and Agreement dated as of July 29, 2013 by and between the Commission and USC (USC Lease) makes USC responsible for undertaking and achieving a comprehensive series of capital improvements to the Coliseum property as identified in the USC Lease, at USC's cost, to be completed by no later than 2023.

Pursuant to Section 15.13 of the USC Lease, the Commission agrees to act as the lead agency with respect to any activity undertaken by USC under the USC Lease that is a "project" pursuant to CEQA, subject to the parties' mutual agreement regarding CEQA compliance costs and indemnity. The Commission previously certified an environmental impact report (EIR) for the project, State Clearinghouse # 1990011065, on September 5, 2003 and approved an addendum to the EIR on May 1, 2006 (collectively, the Renovation Project EIR).

Approval of Agreement for Further CEQA Review: The proposed agreement between the Commission and USC will govern the preparation of any necessary environmental documents and technical reports needed to update the Renovation Project EIR for the Commission's consideration of the project as lead agency for CEQA purposes. USC has retained Eyestone Environmental to prepare the additional environmental documents to update the Renovation Project EIR. Pursuant to the agreement, the Commission will also retain a CEQA consultant to review the environmental documents and advise the Commission with respect to its independent review of the environmental documents prepared by USC's consultant, and USC will be responsible for 100 percent of the costs associated with its consultant and the Commission's consultant, and the copying and distribution costs of the documents. USC also agrees to indemnify and defend and hold the Commission harmless in the event of a third party challenge to the Commission's approval of the project.

Authority to Retain CEQA Consultant: In order to assist the Commission in its independent review of the environmental documents pursuant to CEQA, the Commission will need to retain a CEQA consultant. Per the agreement with USC, USC will pay 100 percent of the cost of this consultant. Staff recommends retention of Parker Environmental for this purpose. Parker Environmental's president, Shane Parker, prepared the Commission's Renovation Project EIR and the 2011 Los Angeles Memorial Sports Arena Redevelopment Project EIR, and most recently advised the Commission with respect to the Addendum for the Sports Arena Redevelopment Project. Mr. Parker is extremely familiar with the Coliseum facilities and the environmental review to date. Information regarding the firm's key personnel and project experience may be found in **Attachment 7-2**.

Authority to Retain Real Estate Consultant: In furtherance of the Commission's consideration of the proposed project, Commission staff will require the assistance of a real estate consultant to review and advise on the transactional documents that will require the Commission's approval. The Commission has an existing contract with the law firm of Munger Tolles & Olsen LLP for such services and Commission staff recommends using Jeffery Heintz, Esq., of Munger Tolles for this purpose. Mr. Heintz was a part of the Commission's negotiating team for the USC Lease and is extremely familiar with the lease and its provisions.

Authority to Work with all Necessary Parties: This final proposed action will authorize Commission staff to work with all parties associated with the proposed project as necessary to facilitate preparation of all documents and to take other necessary actions to return to your Commission for consideration and approval of the environmental documents and the proposed project.

**AGREEMENT FOR FURTHER CALIFORNIA ENVIRONMENTAL QUALITY ACT
REVIEW OF LOS ANGELES MEMORIAL COLISEUM RENOVATION PROJECT**

This agreement, hereinafter referred to as the "Agreement," is made and entered into by and between the Los Angeles Memorial Coliseum Commission, hereinafter collectively referred to as "Commission" and the University of Southern California, hereinafter referred to as "USC" for purposes of establishing the rights and responsibilities of the undersigned parties hereto in relation to the review of the above-referenced proposed project ("Project") pursuant to the California Environmental Quality Act, Public Resources Code § 21000 *et seq.* ("CEQA") and preparation of any and all necessary reports and other documents analyzing the environmental impacts of the Project in compliance with CEQA, including but not limited to, any addendum or supplement to the previously certified environmental impact report for the Project.

WHEREAS, the Commission is the Lead Agency pursuant to CEQA, having previously certified an environmental impact report for the Project, State Clearinghouse # 1990011065, on September 5, 2003 ("2003 EIR"), and on May 1, 2006 ("2006 EIR Addendum") and has discretionary approval authority over aspects of the Project, as the Commission is the ground lessee of the land on which the Project will be developed ("Project Site"); and

WHEREAS, the City of Los Angeles ("City") is a Responsible Agency for the Project, having additional land use and planning authority over the Project Site, which is located within the City; and

WHEREAS, USC shall submit to the City an application for discretionary entitlements to develop the Project, which USC shall request the City to approve; and

WHEREAS, the Commission has determined pursuant to the provisions of CEQA that preparation of additional CEQA documentation for the Project, including but not limited to an addendum or supplement to the 2003 EIR and 2006 EIR Addendum (the "CEQA Documents") may be required prior to further consideration of the Project by the Commission or the City; and

WHEREAS, the Commission is authorized by Public Resources Code § 21082.1 and CEQA Guidelines § 15084 to choose from among the following arrangements or combination of arrangements for preparing the CEQA Documents: preparation of the CEQA Documents directly by Commission staff; contracting with another public or private entity to prepare the CEQA Documents; accepting draft materials prepared by USC, a consultant retained by USC or any other person; or executing a third-party contract with USC and/or independent contractor to govern the preparation of the CEQA Documents by an independent contractor; and

WHEREAS, USC has retained Eyestone Environmental, hereinafter referred to as "Applicant CEQA Preparer," to prepare the CEQA Documents to be submitted to the Commission for independent review; and

WHEREAS, the Commission has chosen to select and retain Parker Environmental Consultants, LLC, hereinafter referred to as the "CC CEQA Consultant" to conduct the Commission's independent review of the CEQA Documents prepared by the Applicant CEQA Preparer, including working with the Commission's member agencies such as the City in the event any such member agency requests coordination with the CC CEQA Consultant; and

WHEREAS, the CC CEQA Consultant will be responsible for reviewing and revising the CEQA Documents in a manner that is satisfactory to the Commission to ensure the CEQA Documents may be finalized and presented for consideration by the Commission and other public agencies; and

WHEREAS, the Commission and USC understand and agree that the adequacy of performance of the CC CEQA Consultant shall be determined at the sole reasonable discretion of the Commission, and that the CC CEQA Consultant's responsibility to review the CEQA Documents and revise them as necessary is owed solely to the Commission; and

WHEREAS, the Commission and USC wish to define their relationship and areas of responsibility in the preparation, review, and management of the CEQA Documents and CEQA process.

NOW, THEREFORE, in view of the foregoing, and in consideration of the mutual covenants and agreements contained herein, the Commission and USC do hereby agree as follows:

I. CEQA DOCUMENTATION

The Commission and USC hereby agree that based on the analysis in the 2006 EIR Addendum, the development of the Project has the potential to cause a significant effect on the environment, that the previously certified 2006 EIR Addendum for the Project may be utilized for consideration of the Commission's discretionary approvals required for the Project, and that the 2006 EIR Addendum may require an addendum or supplement to address changes in the Project and/or environmental conditions since certification of the 2006 EIR Addendum.

II. USC's RIGHTS AND RESPONSIBILITIES

- A. Subject to the terms and conditions of this Agreement, the Commission acknowledges USC's selection and retention of the Applicant CEQA Preparer for preparation of the CEQA Documents pursuant to an agreement between USC and the Applicant CEQA Preparer.
- B. USC shall be responsible for one hundred-percent (100%) of all costs associated with the Applicant CEQA Preparer's work,

including but not limited to, any sub-consultant(s) costs, CEQA Documents preparation and document circulation costs incurred by USC or the Applicant CEQA Preparer, and all costs associated with participation in scoping meetings or community outreach meetings, as necessary.

- C. The Commission shall enter into a direct agreement with the CC CEQA Consultant for purposes of reviewing the CEQA Documents, and such agreement shall govern the entire scope of their arrangement. Such agreement shall comply with all terms and conditions set forth in this Agreement, and no term therein shall be inconsistent with any provision herein.
- D. USC shall be responsible for providing to the Commission one hundred-percent (100%) of all costs associated with the CC CEQA Consultant's work, including but not limited to, any of the CC CEQA Consultant's sub-consultant(s) costs and all costs associated with participation in scoping meetings or community outreach meetings, as necessary. USC shall also be responsible for one hundred-percent (100%) of all costs incurred by the Commission related to their independent review of the CEQA Documents, and all copying and distribution costs associated with review and approval of the CEQA Documents. USC shall pay all invoices submitted by the Commission pursuant to this section within thirty (30) days of submittal.
- E. USC shall cooperate fully with the Commission in its independent review of the CEQA Documents for the Project, and shall be responsible for the day-to-day management of the Applicant CEQA Preparer in the preparation of the CEQA Documents and associated technical reports, and shall ensure that the Applicant CEQA Preparer engages in all necessary and appropriate coordination with the CC CEQA Consultant.
- F. USC shall not enter into any form of agreement with the CC CEQA Consultant or any of the CC CEQA Consultant's sub-consultant(s) relating to the Project. Neither the CC CEQA Consultant nor any of the CC CEQA Consultant's sub-consultant(s) may be a subsidiary of USC or have any financial interest in the proposed Project or any other property or development in which USC has a financial interest.

III. COMMISSION'S RIGHTS AND RESPONSIBILITIES

- A. Subject to the terms and conditions of this Agreement, the Commission agrees to select and retain the CC CEQA Consultant to conduct the Commission's independent review of the CEQA Documents.
- B. The Commission has the sole right and discretion to determine the adequacy of performance of the CC CEQA Consultant and any of the CC CEQA Consultant's sub-consultant(s). Final authority on all decisions concerning review of the CEQA Documents or any other document under this Agreement shall lie with the Commission.
- C. In accordance with Public Resources Code § 21082.1, it is the responsibility of the Commission to provide its independent review and analysis of the CEQA Documents.
- D. The Commission shall be responsible for evaluating the extent and detail of topic area discussions in the CEQA Documents, for scheduling and providing the public notice for the public meetings and hearings related to the Commission's consideration of the Project, and for distributing the CEQA Documents.
- E. The Commission and the City shall have the right to attend, or participate in, any and all meetings or conference calls with the Applicant CEQA Preparer and the CC CEQA Consultant.
- F. Upon completion of its review of and any necessary revisions to the CEQA Documents, the Commission shall cause the CC CEQA Consultant and/or any of the CC CEQA Consultant's sub-consultant(s) to submit a copy of such draft to the City and to USC prior to scheduling the public meeting at which the Commission will consider the CEQA Documents.
- G. The Commission shall cause the CC CEQA Consultant to maintain, inclusive of any of the CC CEQA Consultant's sub-consultant(s), a record of communications with USC and the Applicant CEQA Preparer that will be made available to USC and the City for review upon request.

IV. INDEMNIFICATION

USC shall indemnify, defend and hold harmless the Commission and the Commission's constituent entities (the County of Los Angeles, City of Los Angeles and Sixth District Agricultural Association), and its and their officers, directors, commissioners, officials, agents, employees and contractors from and against any and all liability, loss, injury or damage,

including, but not limited to, demands, claims, actions, fees, costs, and expenses (including attorneys' and expert witness fees), arising from or connected with any challenges by third parties to Commission approvals of the Project, including without limitation, challenges arising under CEQA.

V. EXPIRATION

This Agreement shall expire at the time that the Project and the CEQA Documents become administratively final, and after all legal challenges associated with the Project and the CEQA Documents have been finally adjudicated.

VI. COUNTERPARTS

This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the Commission and USC have caused this Agreement to be executed below:

LOS ANGELES MEMORIAL COLISEUM COMMISSION

Robert E. Osborne
Chief Administrative Officer

Dated: _____

University of Southern California

Laurie Stone, Associate Senior Vice President
Real Estate and Asset Management

Dated: _____

APPROVAL AS TO FORM:

By _____
Claudia Gutierrez
Commission Legal Counsel

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KEY PERSONELL

Shane Parker, President [email: shane@parkerenvironmental.com]

Mr. Shane Parker, President and founder of Parker Environmental Consultants, has over 17 years of experience in the environmental planning field. Mr. Parker is a reputable leader in the environmental planning industry, having consulted on numerous high profile and controversial development projects throughout the Southern California region. Mr. Parker has successfully managed and directed regionally significant projects involving high profile residential and mixed-use development projects, commercial office and retail developments, educational/institutional campus plans, regional shopping malls and regional entertainment and sporting facilities. Mr. Parker possesses a broad understanding of the complex physical and regulatory issues that affect land development in today's marketplace and has consulted numerous land use developers and governmental agencies in obtaining development entitlements under applicable CEQA and NEPA regulations.

Educational Background and Professional Affiliations

- BA in Geography/Environmental Sciences - UCLA
- Member of the Association of Environmental Professionals
- Member of the Urban Land Institute
- Former member of the City of Malibu Environmental Review Board (2002-2007)

Professional Experience

- 1999-2010, Vice President/Principal, Christopher A. Joseph & Associates (CAJA)
- 1995-1999, Senior Environmental Planner, PCR Corp.
- 1995, Environmental Technician, National Environmental Testing, Inc.
- 1992, Seasonal Firefighter, United States Forest Service - Bear Divide Station

Jennifer Kelley, Environmental Analyst [e-mail: Jennifer@parkerenvironmental.com]

Ms. Jennifer Kelley has a Master of City Planning Degree from Boston University and a Bachelor of Landscape Architecture Degree from California Polytechnic State University, San Luis Obispo. Ms. Kelley provides environmental analysis services for Parker Environmental Consultants and is a member of the American Planning Association (APA). With over 6 years of professional experience in environmental design and planning, site analysis and geospatial analysis, she has developed plans and analyses for projects related to environmental restoration, site mitigation, master planning and urban design guidelines. She possesses strong skills in graphic design, research methods and analytical writing. Ms. Kelley utilizes her design and planning experience to conduct environmental and land use research and prepare environmental impact analyses, and graphics.

Mariana Zimmermann, Assistant Environmental Planner

[e-mail: Mariana@parkerenvironmental.com]

Ms. Mariana Zimmermann has a Bachelor of Science in Environmental Studies with a concentration in Earth Science from the University of California, Santa Barbara. Ms. Zimmermann assists in the writing and production of CEQA documents and environmental analyses. She possesses strong skills in technical writing, research, and graphic design. Prior to her position at Parker Environmental Consultants, Ms. Zimmermann was a Project Associate with UC Santa Barbara's Institute for Energy Efficiency.

Brett Pomeroy, Contract Planner [e-mail: Brett@parkerenvironmental.com]

Mr. Brett Pomeroy has a B.S. in Natural Science from Loyola Marymount University and is a member of the Association of Environmental Professionals (AEP). Mr. Pomeroy has over 9 years of professional experience providing CEQA and NEPA-based environmental analyses and possesses a strong technical background in quantitative analytical modeling for air quality, greenhouse gasses, noise, and shade/shadow impact analyses. Specifically, Mr. Pomeroy has experience with air dispersion modeling software, URBEMIS 9.2.4, CALINE4-based model, noise modeling based on the Federal Highway Administration's Traffic Noise Model (TNM), and the Amethyst Shadow Calc.

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PROJECT EXPERIENCE

Mixed-Use Commercial/Residential

- Millennium Hollywood Development Project (Millennium Partners, City of Los Angeles)
- 1,000 Grand Mixed Use Project (Hanover, City of Los Angeles)
- Olympic and Hill Mixed Use Project (Hanover, City of Los Angeles)
- Olympic and Olive Mixed Use Project (Hanover, City of Los Angeles)
- Shalhevet High School and Fairfax Mixed Use Project (Alliance Realty Partners, City of Los Angeles)
- Valencia Mixed Use Project (Astani Enterprises, City of Los Angeles)
- Olympic and Olive Mixed Use Project (Lennar Multifamily Investors, City of Los Angeles)
- Hollywood Park Redevelopment Project (Wilson Meany Sullivan, City of Inglewood)
- 9th and Flower Mixed Use Development (CIM Group, City of Los Angeles)
- Wilshire Center (Gerding/Edlen, City of Los Angeles)
- Park 5th (Park 5th Developers, CRA/LA)
- Sunset & Gordon Project (Gerding/Edlen, CRA/LA)
- Concerto/9th and Figueroa (Astani Enterprises, City of Los Angeles)
- 8th and Grand (Astani Enterprises, City of Los Angeles)
- 8th Grand & Hope (Mitsui Fudosan America, CRA/LA)
- Lot 114 ("Evo"), (The South Group, City of Los Angeles)

Residential

- 504 Paseo del Mar (Mr. Mark Paullin, City of Palos Verdes Estates)
- San Clemente Sr. Apartment Complex EIR Addendum (Meta Housing Corp., City of San Clemente)
- Coronel Apartment Project EIR (Hollywood Community Housing Corporation, City of Los Angeles)

Regional Commercial and Entertainment Venues

- Los Angeles Memorial Coliseum Redevelopment Project (EIR)
- Los Angeles Sports Arena Redevelopment Project (EIR)
- Howard Hughes Center (EIR and Addendums)
- Los Angeles Sports and Entertainment District Specific Plan Addendum(s) (Figueroa South and Central)
- Marriott Courtyard and Residence Inn Los Angeles (Williams and Dame, City of Los Angeles)

Commercial Development Projects

- Ralph's Fresh Fare Supermarket - Sherman Oaks Store #31 (Kroger Co., City of Los Angeles)
- Malibu La Paz Office/Retail Development Agreement Project EIR (City of Malibu)
- Forge Lodge Bed and Breakfast Inn (City of Malibu)
- Metlox Civic Center Development Project (City of Manhattan Beach)
- Murrieta Commons (City of Murrieta)

Schools, Hospitals, and Other Campus Master Plans

- Emerson College - Los Angeles Center EIR (Emerson College, City of Los Angeles)
- Martin Luther King Jr. Medical Center Campus Master Plan & The Willowbrook MLK Wellness Center Community Vision (Gensler, County of Los Angeles)
- FIDM Student Residences MND (FIDM, City of Los Angeles)

- Marlborough School for Girls: (Marlborough School, City of Los Angeles)
Library Expansion Project MND and the Faculty Parking Lot MND
- Viewpoint School Modernization Program EIR (Viewpoint School, City of Calabasas)
- Los Angeles Trade Technical College 30-Year Master Plan EIR (LATTTC, LACCD)
- Edison Language Academy Redevelopment Project MND (SMMUSD)
- Hillcrest Christian School Master Plan EIR (Hillcrest Christian School, City of Los Angeles)
- Colburn School of Performing Arts MND (Colburn School of Performing Arts, CRA/LA)
- Southwestern Law School Student Housing and Campus Improvement Plan (Southwestern Law School, City of Los Angeles)
- Santa Monica College (SMC) Career and Educational Facilities Master Plan (2010 Update)
- SMC Student Services and Pico Promenade Improvements Project
- SMC Bundy Campus Master Plan EIR
- SMC Madison Theater (The Eli and Edyth Broad Stage at the SMC Performing Arts Center) EIR
- SMC Liberal Arts Building Replacement Project (EA)
- City of Hope Arnold and Mabel Beckman Center for Immunotherapeutics & Tumor Immunology ("CITI") Building MND (City of Hope, City of Duarte)

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EX-OFFICIO MEMBERS

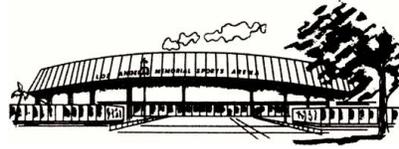
STATE SENATOR
RICARDO LARA

ASSEMBLYMEMBER
REGINALD JONES-SAWYER

ROBERT E. OSBORNE
CHIEF ADMINISTRATIVE OFFICER
SECRETARY



**SITE OF 1932 AND 1984
OLYMPICS ATHLETICS COMPETITION
OPENING & CLOSING CEREMONIES**



**SITE OF 1984 OLYMPICS
BOXING COMPETITION**

COMMISSION MEMBERS

STATE OF CALIFORNIA
WILLIAM CHADWICK
VICE PRESIDENT

COUNTY OF LOS ANGELES
MARK RIDLEY-THOMAS
PRESIDENT
DON KNABE (Alternate)

CITY OF LOS ANGELES
CURREN D. PRICE, JR.
TOM LaBONGE (Alternate)

LOS ANGELES MEMORIAL COLISEUM COMMISSION

3911 South Figueroa Street, Los Angeles, CA 90037

**AGENDA ITEM #9
QUARTERLY FINANCIAL REPORT**

ROBERT E. OSBORNE

A. Financial Report for the Quarter Ended September 30, 2015

The Coliseum Commission received \$216,000 and paid out \$232,000 during the first quarter of fiscal year 2015-16. The cash balance decreased by \$16,000.

The last sound system installment of \$100,000 was received from USC and the administrative support services paid to the County of Los Angeles represented costs incurred for the six-month period from January 1, 2015 through June 30, 2015.

See **Attachment 9.A.** for the Summary of Receipts and Disbursements for the quarter ended September 30, 2015.

B. Cash Flow Projections for Fiscal Years Ending June 30, 2016 - 2019

The projected cash balances for the years ending June 30, 2016, 2017, 2018, and 2019 are projected as follows:

2016	\$677,900
2017	\$469,300
2018	\$260,800
2018	\$ 52,200

See **Attachment 9.B.** for the schedule of Cash Flow Projections.

LOS ANGELES MEMORIAL COLISEUM COMMISSION

Attachment 9.A.

Summary of Cash Receipts and Disbursements

For the Quarter Ended September 30, 2015

	Q1
Cash Receipts:	
Operating cost reimbursement	\$ 75,000
Retiree health premium reimbursement	39,740
Sound system reimbursement	100,000
Other	1,662
Total cash receipts	216,402
Cash Disbursements:	
Administrative support services	101,548
CalPERS retiree healthcare premium	75,781
Auditor-controller services	25,781
IATSE pension trust	13,712
Legal fees	15,302
Total cash disbursements	232,124
Decrease in cash	(15,722)
Cash, beginning of period	766,884
Cash, end of period	\$ 751,162

LOS ANGELES MEMORIAL COLISEUM COMMISSION

Attachment 9.B.

Cash Flow Projections

For the Years Ending June 30, 2016 through 2019

	FY 2016*	FY 2017*	FY 2018*	FY 2019*
Cash Receipts:				
Operating cost reimbursement	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000
Retiree health premium reimbursement	158,960	158,960	158,960	158,960
Sound system reimbursement	100,000	-	-	-
Other	1,662	-	-	-
Total cash receipts	560,622	458,960	458,960	458,960
Cash Disbursements:				
Administrative support services	253,870	260,000	260,000	260,000
CalPERS retiree healthcare premium	148,260	148,260	148,260	148,260
Pension liability	49,405	62,000	62,000	62,000
Auditor-controller services	55,781	55,000	55,000	55,000
IATSE pension trust	82,272	82,273	82,273	82,273
Audit/tax preparation	25,000	25,000	25,000	25,000
Legal fees	35,000	35,000	35,000	35,000
Total cash disbursements	649,588	667,533	667,533	667,533
Decrease in cash	(88,966)	(208,573)	(208,573)	(208,573)
Cash, beginning of period	766,884	677,918	469,345	260,772
Cash, end of period	\$ 677,918	\$ 469,345	\$ 260,772	\$ 52,199

*Assumes no receipts from Cumulative Calculated Amount

FIRST AMENDMENT TO THE AMENDED AND RESTATED LOS ANGELES
MEMORIAL COLISEUM COMMISSION MANAGEMENT AGREEMENT OF 2013

THIS FIRST AMENDMENT TO THE AMENDED AND RESTATED LOS ANGELES MEMORIAL COLISEUM COMMISSION MANAGEMENT AGREEMENT, is made this _____ day of _____, 2015, by and between the CITY OF LOS ANGELES, a municipal corporation (the "City"), the COUNTY OF LOS ANGELES, a body corporate and politic and political subdivision of the State of California (the "County"), and the SIXTH DISTRICT AGRICULTURAL ASSOCIATION (also known as the California Science Center), an institution of the State of California (the "District").

RECITALS

WHEREAS, the parties did, as of the 26th day of February, 2014, enter into an agreement known as the Amended and Restated Los Angeles Memorial Coliseum Commission Management Agreement of 2013 (the "Management Agreement"). By this Management Agreement, the parties updated, revised and restated their prior agreements establishing the Los Angeles Memorial Coliseum Commission ("Commission"), and empowering and authorizing the Commission to manage, operate, and maintain the Los Angeles Memorial Coliseum (the "Coliseum"), a National Historic Landmark, and the Los Angeles Memorial Sports Arena (the "Sports Arena"); and

WHEREAS, it is desired to further amend the Management Agreement to further revise the governance structure of the Commission to provide for greater community involvement and input in the management of the Coliseum and Sports Arena;

NOW, THEREFORE, IT IS AGREED that Sections 4, 11 and 13, inclusive, of the Management Agreement are amended in their entirety to read as follows:

"4. The Commission shall consist of five (5) voting members, all serving in their individual capacity, as follows: one (1) member appointed by the Mayor of the City of Los Angeles subject to confirmation by the City Council of Los Angeles; one (1) member appointed by the Board of Supervisors of the County of Los Angeles; one (1) member appointed by the Governor of the State of California; and two (2) members appointed by the Commission. The City Council President, Board of Supervisors, Commission, and Governor shall also appoint one (1) alternate each and each such alternate, acting in an individual capacity, shall have the authority to attend, participate in any meeting of the Commission and, when the regular member for whom the alternate serves is absent from said meeting, vote at said meeting. All members and alternate members of the Commission shall serve at the pleasure of the respective appointing authority. The Commission's appointments of its two (2) members and one (1) alternate shall be by affirmative vote of each of the City, County, and District members of the Commission or their acting alternates, and removal of the Commission's appointments shall only be by the same affirmative vote.

11. The presence of three (3) members of the Commission, including any acting alternates present, shall be required to constitute a quorum, and a majority vote of all members and acting alternates present shall be necessary for the transaction of business, except as provided in Section 4 with respect to the Commission's appointments of any of its two (2) members and one (1) alternate, where the presence

of the City, County, and District members of the Commission or their acting alternates shall constitute a quorum for the purpose of said appointments, and an affirmative vote of each of the City, County, and District members or their acting alternates shall be necessary to make or remove said appointments.

The Commission shall adopt appropriate rules not inconsistent herewith for the orderly transaction of its business. In the absence of any rules specifically adopted by the Commission, the most recent published version of Robert's Rules of Order shall prevail for the orderly transaction of the business of the Commission.

13. The Commission shall have power, upon an affirmative vote of at least three (3) members of the Commission at a meeting of the Commission, to negotiate for a contract to operate, manage and control parking lots or parking areas, either within or outside the boundaries of Exposition Park in the City, to be used in connection with the activities of any of the Commission's facilities or structures in Exposition Park in the City, including the Coliseum and Sports Arena. The power to acquire parking facilities by condemnation is expressly withheld from the Commission. Title to all parking lots or parking areas acquired by the Commission shall vest in the District upon the expiration or termination of this agreement or any extension thereof."

All other provisions of the Management Agreement shall remain in full force and effect.

///

///

IN WITNESS WHEREOF, the parties have caused this First Amendment to the Amended and Restated Management Agreement of 2013 to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed, as of the day and year first above written.

CITY OF LOS ANGELES

ATTEST: City Clerk

By: _____
Mayor

By: _____
Deputy

APPROVED AS TO FORM:

MIKE FEUER, City Attorney

By: _____
Assistant City Attorney

COUNTY OF LOS ANGELES

ATTEST: PATRICK OGAWA
Acting Executive Officer-
Clerk of the Board of
Supervisors

By: _____
Michael D. Antonovich, Mayor,
Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM ~~K.J. SALADINO~~
Interim County Counsel

By: _____
Deputy

(Signatures continue on following page)

SIXTH DISTRICT AGRICULTURAL ASSOCIATION:

CALIFORNIA SCIENCE CENTER
An Institution of the State of California

By: _____
President, Board of Directors

APPROVED:

CALIFORNIA NATURAL RESOURCES AGENCY
an Agency of the State of California

By: _____
Secretary

EX-OFFICIO MEMBERS

STATE SENATOR
RICARDO LARA

ASSEMBLYMEMBER
REGINALD JONES-SAWYER

ROBERT E. OSBORNE
CHIEF ADMINISTRATIVE OFFICER
SECRETARY



**SITE OF 1932 AND 1984
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PRESIDENT

DON KNABE (Alternate)

CITY OF LOS ANGELES

CURREN D. PRICE, JR.

TOM LaBONGE (Alternate)

LOS ANGELES MEMORIAL COLISEUM COMMISSION

3911 South Figueroa Street, Los Angeles, CA 90037

**AGENDA ITEM #11
AMENDMENTS TO LEASE AGREEMENTS**

**ROBERT E. OSBORNE
CLAUDIA GUTIERREZ**

Proposed Actions:

- A. **Find** that approval of the proposed amendment to the Coliseum Lease between the Coliseum Commission and the Sixth District Agricultural Association (District) and an amendment to the Lease between the Coliseum Commission and the University of Southern California (USC Lease) to make corrections to the boundary of the Los Angeles Memorial Coliseum leasehold are exempt from the California Environmental Quality Act (CEQA) for the reasons stated in this report and in the record of the project.
- B. **Find** that approval of the proposed amendment to the Sports Arena Agreement, Lease and Easement (Sports Arena Lease) and an amendment to the USC Lease to modify the boundary of the Los Angeles Memorial Sports Arena leasehold is within the scope of the Addendum to the previously certified final Environmental Impact Report (Sports Arena EIR) for the Los Angeles Memorial Sports Arena Redevelopment Project (the Sports Arena Redevelopment Project) approved by your Commission on September 17, 2015.
- C. Approve and authorize the President to execute the proposed Amendment to Coliseum Lease (Coliseum Lease Amendment), shown as **Attachment 11-1**.
- D. Approve and authorize the President to execute the proposed Third Amendment to Sports Arena Agreement, Lease and Easement and Termination of the Agreement and Lease for Parcel Adjacent to Arena (Sports Arena Lease Amendment), shown as **Attachment 11-2**.
- E. Approve and authorize the President to execute the proposed Third Amendment to the USC Lease (USC Lease Amendment), shown as **Attachment 11-3**.

The proposed actions will authorize technical corrections to the boundary of the Coliseum leasehold property to bring it into conformity with the recent survey commissioned by USC, and modifications to the Sports Arena leasehold to permit the Sports Arena Redevelopment Project to proceed.

Coliseum Leasehold

A recent survey commissioned by USC of the legal description attached to the 1956 Coliseum Lease between the Coliseum Commission and the District identified certain slight discrepancies between the boundary line of the leasehold property as described in such lease and the actual location of certain Coliseum accessory structures and improvements commonly understood to be part of the Coliseum leasehold property. These discrepancies are carried through to the USC Lease. In order to correct these discrepancies, Commission staff has worked with District and USC staff to prepare amendments to the Coliseum Lease and USC Lease to make the necessary technical corrections to the legal descriptions, exhibits and definitions in the leases to accurately reflect the leasehold boundary. No other substantive changes to the provisions of the respective leases are being made. The property being added to the leasehold is reflected in **Attachment 11-4**.

Sports Arena Leasehold

On September 17, 2015, your Commission approved a Project Agreement between the Commission and USC wherein the Commission agreed that USC has the right to proceed with the Sports Arena Redevelopment Project. It further provides for the acknowledgement of the parties that the project site has not been fully acquired and that the Commission agrees to cooperate in the assembling of all the necessary parcels. The purpose of the Sports Arena Lease Amendment is to add to the Sports Arena leasehold the additional parcels necessary for the full build-out of the Sports Arena Redevelopment Project. As with the technical corrections to the Coliseum leasehold, those modifications to the Sports Arena leasehold are also reflected in the USC Lease Amendment. No other substantive changes to the provisions of the respective leases are being made.

1. Lot P. The Sports Arena's operating perimeter includes a 0.7 acre parcel, commonly known as "Lot P," which is located adjacent to South Figueroa Street and Exposition Park Drive, but is not included as a part of the Commission's Sports Arena leasehold under the Sports Arena Lease between the District and the Commission. Pursuant to the Sports Arena Lease Amendment, Lot P will become a part of the Sports Arena leasehold.

2. Adjacent Parcel. The Sports Arena Lease between the District and the Commission does not include the parcel immediately west of the Sports Arena structure that is used for Sports Arena VIP parking. This VIP parking lot is located on a 2.9 acre parcel of land. The District has separately leased this property to the Commission since January 1956 with a lease of indefinite term, commonly referred to as the Adjacent Parcel Lease of 1955. The District has the right to terminate this lease with 30 days' written notice. For the Sports Arena Redevelopment Project to proceed as contemplated, the Sports Arena Lease Amendment will terminate the Adjacent Parcel Lease of 1955 and add that property into the Sports Arena Lease so that USC will have consistent rights in all of the parcels of the project site.

Lot P and the Adjacent Parcel are reflected in **Attachment 11-5**.

CEQA Compliance

1. Coliseum Leasehold. Approval of the Coliseum Lease Amendment and USC Lease Amendment to make technical corrections to the Coliseum leasehold is exempt from CEQA because it can be seen with certainty that there is no possibility that the technical corrections will have a significant effect on the environment pursuant to State CEQA Guidelines Section 15061(b)(3). The approvals are covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. This project does not have such potential as the technical corrections to the leasehold boundary are intended to reflect the common understanding of the leasehold boundary as historically used by the Commission and as confirmed by the survey.

2. Sports Arena Leasehold. Approval of the Sports Arena Lease Amendment and the USC Lease Amendment to modify the boundary of the Los Angeles Memorial Sports Arena leasehold is within the scope of the Addendum to the previously certified final EIR for the Sports Arena Redevelopment Project approved by your Commission on September 17, 2015.

In 2011, the Commission certified the Sports Arena EIR that reviewed and considered the environmental impacts of improving the Sports Arena property with a soccer stadium or an event space and other ancillary uses. After the Sports Arena EIR was approved by the Commission, the Commission and USC entered into the USC Lease, pursuant to which the Commission leased the Sports Arena property to USC, with permitted uses including those approved under the Sports Arena EIR. Article 12 of the USC Lease authorizes USC to demolish and replace the Sports Arena with improvements that are permitted by applicable land use laws and consistent with the public benefit requirements of the Commission's lease with the District for the Sports Arena property.

On May 18, 2015, USC and LAFC announced their proposal to redevelop the Sports Arena property with a soccer stadium. Thereafter, USC and LAFC sought approval of

certain modifications to the original project studied in the Sports Arena EIR. The LAFC stadium would consist of the original stadium project (reconfigured on the Project site) together with the addition of up to approximately 105,900 square feet of ancillary facility floor area (up to approximately 119,000 gross square feet), including the following uses and floor areas: up to approximately 30,250 square feet of office and conference facility space, including no more than 21,250 square feet of office space; an approximately 36,000-square-foot "World Football" museum; up to approximately 27,750 square feet of team store or other retail space; and up to approximately 11,900 square feet of restaurant uses. It also includes signage and lighting programs to support stadium operations.

On September 17, 2015, the Commission approved an Addendum to the Sports Arena EIR in order to allow for the construction of the project as proposed by LAFC, and adopted CEQA findings and Statement of Overriding Considerations, together with a Mitigation Monitoring Program for the proposed project. On the same date, the Commission approved that certain Project Agreement between the Commission and USC, pursuant to which the Commission agreed to allow USC to proceed with the proposed project and seek necessary entitlements from the City of Los Angeles.

The Addendum analyzed the project as proposed by LAFC and demonstrated that the project would not result in any new significant impacts compared to those evaluated and disclosed in the Sports Arena EIR for the original project, nor would it substantially increase the severity of previously identified significant impacts. In addition, the Addendum demonstrated that there are no substantial changes to the circumstances under which the original project analyzed in the Sports Arena EIR would have been undertaken, and no new information of substantial importance which was not known and could not have been known when the Sports Arena EIR was certified has been identified. Therefore, the minor changes resulting from the LAFC's proposed project did not meet the standards for a Subsequent or Supplemental EIR pursuant to CEQA Guidelines Section 15162. A Notice of Determination was filed with the County Clerk on September 18, 2015, in accordance with Section 21152(a) of the California Public Resources Code.

AMENDMENT TO COLISEUM LEASE

This AMENDMENT TO COLISEUM LEASE (this “Amendment”) is made and executed as of this _____ day of _____, 2015, by and between the SIXTH DISTRICT AGRICULTURAL ASSOCIATION, an institution of the State of California (hereinafter, “District”) also known as the California Science Center pursuant to §4101 of the California Food and Agricultural Code, and the LOS ANGELES MEMORIAL COLISEUM COMMISSION, a public joint powers entity (hereinafter, “Commission”).

Recitals

District, as lessor, and Commission, as lessee, are parties to that certain Coliseum Lease dated January 3, 1956, as amended as of June 17, 1971, November 3, 1976, February 13, 2008 and December 20, 2013 (as so amended, the “Coliseum Lease”). The Coliseum Lease demises to Commission the site on which is located the Los Angeles Memorial Coliseum (the “Coliseum”) and the incidental and accessory buildings, structures and appurtenances related thereto. A survey of the legal description attached to the Coliseum Lease has identified certain slight discrepancies between the boundary line of the demised premises as described and the location of certain Coliseum accessory structures and appurtenance. District and Commission desire to amend the Coliseum Lease to correct the legal description of the Premises to encompass all of the incidental and accessory buildings, structures and appurtenances to the Coliseum.

NOW, THEREFORE, District and Commission agree as follows:

Agreement

1. Correction of Legal Description. Exhibit A to the Coliseum Lease is deleted hereby and replaced with Exhibit A to this Amendment.
2. Miscellaneous.
 - (a) This Amendment shall be governed by, and shall be construed in accordance with, the laws of the State of California.
 - (b) This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same

instrument. Facsimile or .pdf or other electronic or electronically transmitted signatures to this Amendment shall be effective as originals.

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

(d) This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

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

[signature page follows]

IN WITNESS WHEREOF, District and Commission have caused this AMENDMENT TO COLISEUM LEASE to be executed by their duly authorized officers as of the day and year first above written.

LOS ANGELES MEMORIAL
COLISEUM COMMISSION

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

By: _____
Mark Ridley-Thomas
President

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

APPROVED:

By: _____

Commission Legal Counsel

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

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

APPROVED:

By: _____
Munger, Tolles & Olson LLP

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: _____

Exhibit A

Legal Description of Coliseum Site

LEGAL DESCRIPTION

COLISEUM

A portion the Southern District Agricultural Park and Adjoining Lots, in the City of Los Angeles, County of Los Angeles, State of California, as per Map recorded in Book 4, Page 352 of Miscellaneous Records, Records of said County, described as follows:

Beginning at a point on the westerly line of Figueroa Street, 100.00 feet wide, as shown on Record of Survey, in said City, as per map filed in Book 90, Pages 19 through 23, inclusive, of Records of Survey, distant along said westerly line North 00°03'55" West 701.36 feet from the northerly line of Tract No. 4719, in said City, as per map recorded in Book 52, Page 48 of Maps; thence South 89°57'05" West 726.14 feet; thence South 56°15'25" West 111.63 feet to the northwesterly edge of the northwesterly curb of the paved roadway known as South Coliseum Drive, as described in the unrecorded Coliseum Lease dated January 3, 1956, being the True Point of Beginning; thence northeasterly, northerly, northwesterly and westerly along said northwesterly edge of curb, the westerly edge of the westerly curb, the southwesterly edge of the southwesterly curb and the southerly edge of the southerly curb of said paved roadway known as South Coliseum Drive, the following eight (8) courses:

1. North 24°13'25" East 63.55 feet; to the beginning of a curve, concave westerly, having a radius of 160.50 feet; thence
2. Northerly along said curve 68.04 feet through a central angle of 24°17'20"; thence
3. North 00°03'55" West 126.03 feet to the beginning of a curve, concave westerly, having a radius of 160.50 feet; thence
4. Northerly along said curve, 68.04 feet through a central angle of 24°17'20"; thence
5. North 24°21'15" West 92.88 feet to the beginning of a curve, concave southwesterly, having a radius of 519.50 feet; thence

P S O M A S

- 1 6. Northwesterly along said curve, 231.72 feet through a central angle of 25°33'22"
2 to the beginning of a compound curve, concave southwesterly, having a radius of
3 401.50 feet, a radial line to said beginning bears North 40°05'23" East; thence
4 7. Northwesterly and westerly along said curve, 280.58 feet through a central angle
5 of 40°02'23"; thence
6 8. North 89°57'00" West 922.54 feet to the easterly line of Bill Robertson Lane
7 (formerly Agricultural Avenue), 60.00 wide, as shown on said Southern District
8 Agricultural Park and Adjoining Lots; thence
9 leaving said southerly edge of curb, southerly along said easterly line of Bill Robertson
10 Lane, South 00°06'04" West 1030.42 feet to the southwesterly corner of said unrecorded
11 Coliseum Lease; thence northeasterly, easterly, and southeasterly along the southerly line
12 of said unrecorded Coliseum Lease the following eleven (11) courses:
13 1. North 60°56'49" East 116.22 feet; thence
14 2. North 65°14'59" East 35.21 feet; thence
15 3. North 73°29'44" East 43.02 feet; thence
16 4. North 83°36'54" East 60.59 feet; thence
17 5. North 88°46'34" East 55.47 feet; thence
18 6. South 86°32'11" East 37.49 feet; thence
19 7. South 84°13'36" East 52.11 feet; thence
20 8. South 77°16'26" East 37.46 feet; thence
21 9. South 20°48'26" East 60.08 feet; thence
22 10. South 67°37'31" East 85.52 feet; thence
23 11. South 89°46'16" East 366.95 feet to said northwesterly edge of the northwesterly
24 curb of said paved roadway known as South Coliseum Drive, said point being on
25 a non-tangent curve, concave southeasterly, having a radius of 198.50 feet, a
26 radial line to said point bears North 43°10'17" West; thence
27 northeasterly along said northwesterly edge of curb the following three (3) courses:
28 1. Northeasterly along said last mentioned curve, 101.70 feet through a central angle
29 of 29°21'21" to the beginning of a reverse curve, concave northerly, having a

PSOMAS

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- radius of 519.50 feet, a radial line to said beginning bears South 13°48'57" East;
thence
2. Northeasterly along said curve, 471.13 feet through a central angle of 51°57'38";
thence
3. North 24°13'25" East 29.33 feet to the True Point of Beginning.

This Legal Description is not intended for the use in the division and/or conveyance of land in violation of the Subdivision Map Act of the State of California.



Douglas R. Howard
Douglas R. Howard, PLS 6169
PSOMAS

Date: 10-09-2015

**THIRD AMENDMENT TO SPORTS ARENA AGREEMENT, LEASE AND EASEMENT AND
TERMINATION OF AGREEMENT AND LEASE FOR PARCEL ADJACENT TO ARENA**

This THIRD AMENDMENT TO SPORTS ARENA AGREEMENT, LEASE AND EASEMENT AND TERMINATION OF AGREEMENT AND LEASE FOR PARCEL ADJACENT TO ARENA (this "Third Amendment") is made and executed as of this _____ day of _____, 2015, by and between SIXTH DISTRICT AGRICULTURAL ASSOCIATION, an institution of the State of California (hereinafter, "District") also known as the California Science Center pursuant to §4101 of the California Food and Agricultural Code, and the LOS ANGELES MEMORIAL COLISEUM COMMISSION, a public joint powers entity (hereinafter, "Commission").

Recitals

District, as lessor, and Commission, as lessee, are parties to (a) that certain Sports Arena Agreement, Lease and Easement dated January 3, 1956, as amended by that certain Amendment to Sports Arena Agreement, Lease and Easement dated February 13, 2008 and by that certain amendment to Sports Arena Agreement, Lease and Easement dated as of December 20, 2013 (as so amended, the "Sports Arena Lease"), and (b) that certain Agreement and Lease for Parcel Adjacent to Arena dated January 3, 1956 (the "Adjacent Parcel Lease" and, together with the Sports Arena Lease, the "Leases"). The Sports Arena Lease demises to Commission the site on which is located the Los Angeles Memorial Sports Arena (the "Sports Arena"), more particularly described on Exhibit A-1 attached hereto (the "Sports Arena Site"), for a term extending through December 31, 2054. The Adjacent Parcel Lease demises to Commission a parcel adjacent to the Sports Arena Site, more particularly described on Exhibit A-2 attached hereto (the "Adjacent Parcel"), for an indefinite period, on which Adjacent Parcel are located facilities appurtenant to the Sports Arena and the Sports Arena Site. As the Sports Arena Site and the Adjacent Parcel have been occupied and used by Commission and its subtenant as a unified site since the inception of the Leases, Commission desires, and District has agreed, to amend the Sports Arena Lease to demise both the Sports Arena Site and the Adjacent Parcel to Commission and to terminate the Adjacent Parcel Lease. In connection with the anticipated redevelopment of the Sports Arena Site and the Adjacent Parcel, Commission desires, and District has agreed, to also lease under the Sports Arena Lease that certain parcel of land known as "Lot P" and more particularly described on Exhibit A-3 attached hereto.

NOW, THEREFORE, District and Commission agree as follows:

Agreement

1. Amendment to Sports Arena Lease. Exhibit A to the Sports Arena Lease is deleted hereby and replaced with Exhibit B to this Third Amendment (which combines the areas described in Exhibits A-1 through A-3).

2. Termination of Adjacent Parcel Lease. The Adjacent Parcel Lease is terminated hereby and, from and after the date of this Third Amendment, shall be of no further force or effect and neither District nor Commission shall have any further obligations or liabilities thereunder.

3. Use of Premises. The last paragraph of Article 3 of the Sports Arena Lease is amended and restated hereby to read as follows:

“Lessee may grant concession privileges for the vending and sale of liquids, alcoholic beverages and edibles, programs, cushions and similar articles, or for the renting of any of said articles.”

4. Miscellaneous.

(a) This Third Amendment shall be governed by, and shall be construed in accordance with, the laws of the State of California.

(b) This Third Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or .pdf or other electronic or electronically transmitted signatures to this Third Amendment shall be effective as originals.

(c) If any provision of this Third Amendment shall be unenforceable or invalid, the same shall not affect the remaining provisions of this Third Amendment and to this end the provisions of this Third Amendment are intended to be and are severable.

(d) This Third Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

(e) Except as expressly changed or modified by this Third Amendment, all other terms and conditions of the Sports Arena Lease, and the terms, provisions and conditions of the Sports Arena Lease shall remain in full force and effect.

[signature page follows]

IN WITNESS WHEREOF, District and Commission have caused this Third Amendment to Sports Arena Agreement, Lease and Easement and Termination of Agreement and Lease for Parcel Adjacent to Arena to be executed by their duly authorized officers as of the day and year first above written.

LOS ANGELES MEMORIAL
COLISEUM COMMISSION

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

By: _____
Mark Ridley-Thomas
President

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

APPROVED:

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

By: _____

Commission Legal Counsel

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

APPROVED:

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

By: _____
Munger, Tolles & Olson LLP

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM

Department of General Services, Office of Legal
Services

By: _____
Name: _____
Title: _____

Exhibit A-1

Legal Description of the Sports Arena Site

EXHIBIT A-1

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:

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 $00^{\circ} 07' 55''$ WEST 40.60 FEET TO THE TRUE POINT OF BEGINNING; THENCE ALONG SAID WESTERLY LINE, NORTH $00^{\circ} 07' 55''$ WEST 640.76 FEET; THENCE SOUTH $89^{\circ} 53' 05''$ 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 $71^{\circ} 20' 46''$, 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 $57^{\circ} 10' 50''$, 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 $75^{\circ} 50' 49''$, A DISTANCE OF 218.30 FEET; THENCE TANGENT TO SAID CURVE, SOUTH $0^{\circ} 07' 40''$ 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 $89^{\circ} 50' 35''$, A DISTANCE OF 31.36 FEET TO SAID PARALLEL LINE; THENCE ALONG SAID PARALLEL LINE, SOUTH $89^{\circ} 58' 15''$ 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.

Exhibit A-2

Legal Description of the Adjacent Parcel

EXHIBIT A-2

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:

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 $00^{\circ} 07' 55''$ WEST 40.60 FEET TO THE TRUE POINT OF BEGINNING; THENCE ALONG SAID WESTERLY LINE, NORTH $00^{\circ} 07' 55''$ WEST 640.76 FEET; THENCE SOUTH $89^{\circ} 53' 05''$ 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 $71^{\circ} 20' 46''$, 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 $57^{\circ} 10' 50''$, 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 $75^{\circ} 50' 49''$, A DISTANCE OF 218.30 FEET; THENCE TANGENT TO SAID CURVE, SOUTH $0^{\circ} 07' 40''$ 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 $89^{\circ} 50' 35''$, A DISTANCE OF 31.36 FEET TO SAID PARALLEL LINE; THENCE ALONG SAID PARALLEL LINE, SOUTH $89^{\circ} 58' 15''$ 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 .

Exhibit A-3

Legal Description of Lot P

EXHIBIT A-3

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:

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 THROUGH 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.

Exhibit B

Legal Description of "the premises" under the Sports Arena Agreement

LEGAL DESCRIPTION

SPORTS ARENA

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 $00^{\circ} 07' 55''$ WEST 40.60 FEET TO THE TRUE POINT OF BEGINNING; THENCE ALONG SAID WESTERLY LINE, NORTH $00^{\circ} 07' 55''$ WEST 640.76 FEET; THENCE SOUTH $89^{\circ} 53' 05''$ 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 $71^{\circ} 20' 46''$, 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 $57^{\circ} 10' 50''$, 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 $75^{\circ} 50' 49''$, A DISTANCE OF 218.30 FEET; THENCE TANGENT TO SAID CURVE, SOUTH $0^{\circ} 07' 40''$ 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 $89^{\circ} 50' 35''$, A DISTANCE OF 31.36 FEET TO SAID PARALLEL LINE; THENCE ALONG SAID PARALLEL LINE, SOUTH $89^{\circ} 58' 15''$ 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 THROUGH 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.

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..

**THIRD AMENDMENT TO
LEASE AND AGREEMENT**

BY AND BETWEEN

LOS ANGELES MEMORIAL COLISEUM COMMISSION

AND

UNIVERSITY OF SOUTHERN CALIFORNIA

October [●], 2015

THIRD AMENDMENT TO LEASE AND AGREEMENT

This THIRD AMENDMENT TO LEASE AND AGREEMENT (this “*Amendment*”) is made and entered into as of October [●], 2015 (the “*Effective Date*”), by and between the LOS ANGELES MEMORIAL COLISEUM COMMISSION, a joint powers agency created by agreement among public agencies pursuant to Title 1, Division 7, Chapter 5 (Section 6500 et seq.) of the California Government Code (“*Landlord*”), and the UNIVERSITY OF SOUTHERN CALIFORNIA, a California nonprofit public benefit corporation (“*Tenant*”).

RECITALS

A. Landlord and Tenant are parties to that certain Lease and Agreement dated May 14, 2008, as amended by a First Amendment to Lease and Agreement dated November 4, 2010 and a Second Amendment to Lease and Agreement dated as of July 29, 2013 (collectively, the “*Agreement*”) pursuant to which, among other things, Landlord leases to Tenant the Coliseum Property and the Sports Arena Property (each as defined and depicted in the Agreement). Capitalized terms used and not defined in this Amendment shall have the meaning ascribed thereto in the Agreement.

B. Landlord and Tenant desire to amend the Agreement effective as of the Effective Date to describe with more particularity and accuracy the Sports Arena Property and the Coliseum Property, all in accordance with the terms and provisions of this Amendment.

NOW, THEREFORE, in consideration of the premises, mutual promises, covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Landlord and Tenant hereby agree to amend the Agreement as follows:

1. Definitions.

1.1 The definition of “Coliseum Property” in the Glossary attached to the Agreement is deleted hereby and replaced with the following:

Coliseum Property means the real property described and approximately depicted on Exhibit A attached hereto.

1.2 The definition of “Sports Arena Property” in the Glossary attached to the Agreement is deleted hereby and replaced with the following:

Sports Arena Property means the real property described and approximately depicted on Exhibit B attached hereto.

2. Exhibits.

2.1 Exhibit A to the Agreement is deleted hereby and replaced with Exhibit A attached to this Amendment, which Exhibit A is incorporated into the Agreement, as amended by

this Amendment. All references in the Agreement, as amended by this Amendment, or in the Glossary attached to the Agreement, to “Exhibit A” shall mean Exhibit A attached to this Amendment.

2.2 Exhibit B to the Agreement is deleted hereby and replaced with Exhibit B attached to this Amendment, which Exhibit B is incorporated into the Agreement, as amended by this Amendment. All references in the Agreement, as amended by this Amendment, or in the Glossary attached to the Agreement, to “Exhibit B” shall mean Exhibit B attached to this Amendment.

3. District Leases. Landlord and Tenant acknowledge that, concurrently and in conjunction with the entering into of this Amendment, Landlord and District are entering into (a) a certain Amendment to Coliseum Lease (the “*Coliseum Lease Amendment*”) and (b) a certain Third Amendment to Sports Arena Agreement, Lease and Easement and Termination of Agreement and Lease for Parcel Adjacent to Arena (the “*Sports Arena Lease Amendment*”). Landlord and Tenant agree hereby that the Coliseum Lease Amendment constitutes an amendment to the Coliseum Lease permitted under the Agreement, and that the Sports Arena Lease Amendment constitutes an amendment to the Sports Arena Lease permitted under the Agreement. Landlord and Tenant further agree that the last sentence of Section 2.3 of the Agreement is deleted hereby.

4. General Provisions.

4.1 Headings. The captions, paragraph headings and table of contents contained herein are for convenience or reference only and shall not be used in construing any part of this Amendment.

4.2 Fair Meaning. This Amendment and any documents or instruments delivered pursuant hereto shall be construed without regard to the identity of the Person who drafted the various provisions of the same. Each and every provision of this Amendment and such other documents and instruments shall be construed as though the parties participated equally in the drafting of the same. Consequently, any rule of construction that a document is to be construed against the drafting party shall not be applicable either to this Agreement or such other documents and instruments.

4.3 Successors and Assigns. Subject to the restrictions and other limitations set forth in the Agreement, the terms, covenants, and conditions hereof shall inure to the benefit of and be binding upon the respective parties hereto, their heirs, executors, administrators, successors, and permitted assigns.

4.4 Authority of the Parties. Each of the parties executing this Amendment hereby represents and warrants to the others that it has all requisite power and authority, corporate or otherwise, to enter into and deliver this Amendment.

4.5 Counterparts. This Amendment may be executed in any number of counterparts and by different parties to this Amendment in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Amendment. Delivery of an executed counterpart of a signature page to this Amendment via telephone facsimile transmission shall be effective as delivery of a manually

executed counterpart of this Amendment. Subject to the other provisions hereof, this Amendment shall become effective when each of the parties has received a counterpart of this Amendment executed by the other parties to this Amendment or a copy of such executed Amendment signed in counterparts.

4.6 Amendment. Any alteration, change or modification of or to this Amendment, in order to become effective, must be made in writing and in each instance signed on behalf of each party to be charged.

4.7 Severability. If any term, provision, condition or covenant of this Amendment or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Amendment, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

4.8 Integration. This Amendment, together with the Agreement (as amended by this Amendment), contains the entire understanding among the parties relating to the matters set forth herein. All other terms and conditions of the Agreement that do not conflict with and have not been amended by this Amendment shall remain in full force and effect. Other than the Agreement, all prior or contemporaneous agreements, understandings, representations and statements with respect to the subject matters hereof, whether direct or indirect, oral or written, are merged into and superseded by this Amendment, and shall be of no further force or effect.

4.9 Governing Law. This Amendment shall be construed under the laws of the State of California.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the foregoing Third Amendment to Lease and Agreement has been executed by the parties as of the date first set forth above.

LOS ANGELES MEMORIAL
COLISEUM COMMISSION

UNIVERSITY OF SOUTHERN
CALIFORNIA

By: _____
Mark Ridley Thomas

By: _____
Todd Dickey

Title: President

Title: Senior Vice President, Administration

APPROVED AS TO FORM:

By: _____

Commission Legal Counsel

APPROVED AS TO FORM:

By: _____
Munger, Tolles & Olson LLP

EXHIBIT A
DEPICTION AND LEGAL DESCRIPTION OF
COLISEUM PROPERTY

LEGAL DESCRIPTION

COLISEUM

A portion the Southern District Agricultural Park and Adjoining Lots, in the City of Los Angeles, County of Los Angeles, State of California, as per Map recorded in Book 4, Page 352 of Miscellaneous Records, Records of said County, described as follows:

Beginning at a point on the westerly line of Figueroa Street, 100.00 feet wide, as shown on Record of Survey, in said City, as per map filed in Book 90, Pages 19 through 23, inclusive, of Records of Survey, distant along said westerly line North 00°03'55" West 701.36 feet from the northerly line of Tract No. 4719, in said City, as per map recorded in Book 52, Page 48 of Maps; thence South 89°57'05" West 726.14 feet; thence South 56°15'25" West 111.63 feet to the northwesterly edge of the northwesterly curb of the paved roadway known as South Coliseum Drive, as described in the unrecorded Coliseum Lease dated January 3, 1956, being the True Point of Beginning; thence northeasterly, northerly, northwesterly and westerly along said northwesterly edge of curb, the westerly edge of the westerly curb, the southwesterly edge of the southwesterly curb and the southerly edge of the southerly curb of said paved roadway known as South Coliseum Drive, the following eight (8) courses:

1. North 24°13'25" East 63.55 feet; to the beginning of a curve, concave westerly, having a radius of 160.50 feet; thence
2. Northerly along said curve 68.04 feet through a central angle of 24°17'20"; thence
3. North 00°03'55" West 126.03 feet to the beginning of a curve, concave westerly, having a radius of 160.50 feet; thence
4. Northerly along said curve, 68.04 feet through a central angle of 24°17'20"; thence
5. North 24°21'15" West 92.88 feet to the beginning of a curve, concave southwesterly, having a radius of 519.50 feet; thence

- 1 6. Northwesterly along said curve, 231.72 feet through a central angle of 25°33'22"
2 to the beginning of a compound curve, concave southwesterly, having a radius of
3 401.50 feet, a radial line to said beginning bears North 40°05'23" East; thence
4 7. Northwesterly and westerly along said curve, 280.58 feet through a central angle
5 of 40°02'23"; thence
6 8. North 89°57'00" West 922.54 feet to the easterly line of Bill Robertson Lane
7 (formerly Agricultural Avenue), 60.00 wide, as shown on said Southern District
8 Agricultural Park and Adjoining Lots; thence
9 leaving said southerly edge of curb, southerly along said easterly line of Bill Robertson
10 Lane, South 00°06'04" West 1030.42 feet to the southwesterly corner of said unrecorded
11 Coliseum Lease; thence northeasterly, easterly, and southeasterly along the southerly line
12 of said unrecorded Coliseum Lease the following eleven (11) courses:
13 1. North 60°56'49" East 116.22 feet; thence
14 2. North 65°14'59" East 35.21 feet; thence
15 3. North 73°29'44" East 43.02 feet; thence
16 4. North 83°36'54" East 60.59 feet; thence
17 5. North 88°46'34" East 55.47 feet; thence
18 6. South 86°32'11" East 37.49 feet; thence
19 7. South 84°13'36" East 52.11 feet; thence
20 8. South 77°16'26" East 37.46 feet; thence
21 9. South 20°48'26" East 60.08 feet; thence
22 10. South 67°37'31" East 85.52 feet; thence
23 11. South 89°46'16" East 366.95 feet to said northwesterly edge of the northwesterly
24 curb of said paved roadway known as South Coliseum Drive, said point being on
25 a non-tangent curve, concave southeasterly, having a radius of 198.50 feet, a
26 radial line to said point bears North 43°10'17" West; thence
27 northeasterly along said northwesterly edge of curb the following three (3) courses:
28 1. Northeasterly along said last mentioned curve, 101.70 feet through a central angle
29 of 29°21'21" to the beginning of a reverse curve, concave northerly, having a

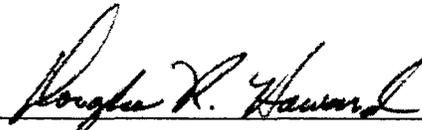
PSOMAS

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- radius of 519.50 feet, a radial line to said beginning bears South 13°48'57" East;
thence
2. Northeasterly along said curve, 471.13 feet through a central angle of 51°57'38";
thence
3. North 24°13'25" East 29.33 feet to the True Point of Beginning.

This Legal Description is not intended for the use in the division and/or conveyance of land in violation of the Subdivision Map Act of the State of California.





Douglas R. Howard, PLS 6169

PSOMAS

Date: 10-09-2015

EXHIBIT B
DEPICTION AND LEGAL DESCRIPTION OF
SPORTS ARENA PROPERTY

LEGAL DESCRIPTION

SPORTS ARENA

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 $00^{\circ} 07' 55''$ WEST 40.60 FEET TO THE TRUE POINT OF BEGINNING; THENCE ALONG SAID WESTERLY LINE, NORTH $00^{\circ} 07' 55''$ WEST 640.76 FEET; THENCE SOUTH $89^{\circ} 53' 05''$ 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 $71^{\circ} 20' 46''$, 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 $57^{\circ} 10' 50''$, 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 $75^{\circ} 50' 49''$, A DISTANCE OF 218.30 FEET; THENCE TANGENT TO SAID CURVE, SOUTH $0^{\circ} 07' 40''$ 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 $89^{\circ} 50' 35''$, A DISTANCE OF 31.36 FEET TO SAID PARALLEL LINE; THENCE ALONG SAID PARALLEL LINE, SOUTH $89^{\circ} 58' 15''$ 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:

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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, $N00^{\circ}03'50''W$ 40.60 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE, $N00^{\circ}03'50''W$ 640.76 FEET TO THE TRUE POINT OF BEGINNING OF THIS EXCEPTION PARCEL; THENCE $S89^{\circ}57'10''W$, 222.00 FEET TO THE WEST LINE OF SAID LOT P; THENCE $N00^{\circ}03'50''W$, ALONG SAID WEST LINE, 43.16 FEET TO THE NORTHWEST CORNER OF SAID LOT P; THENCE $S89^{\circ}52'37''E$, 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.

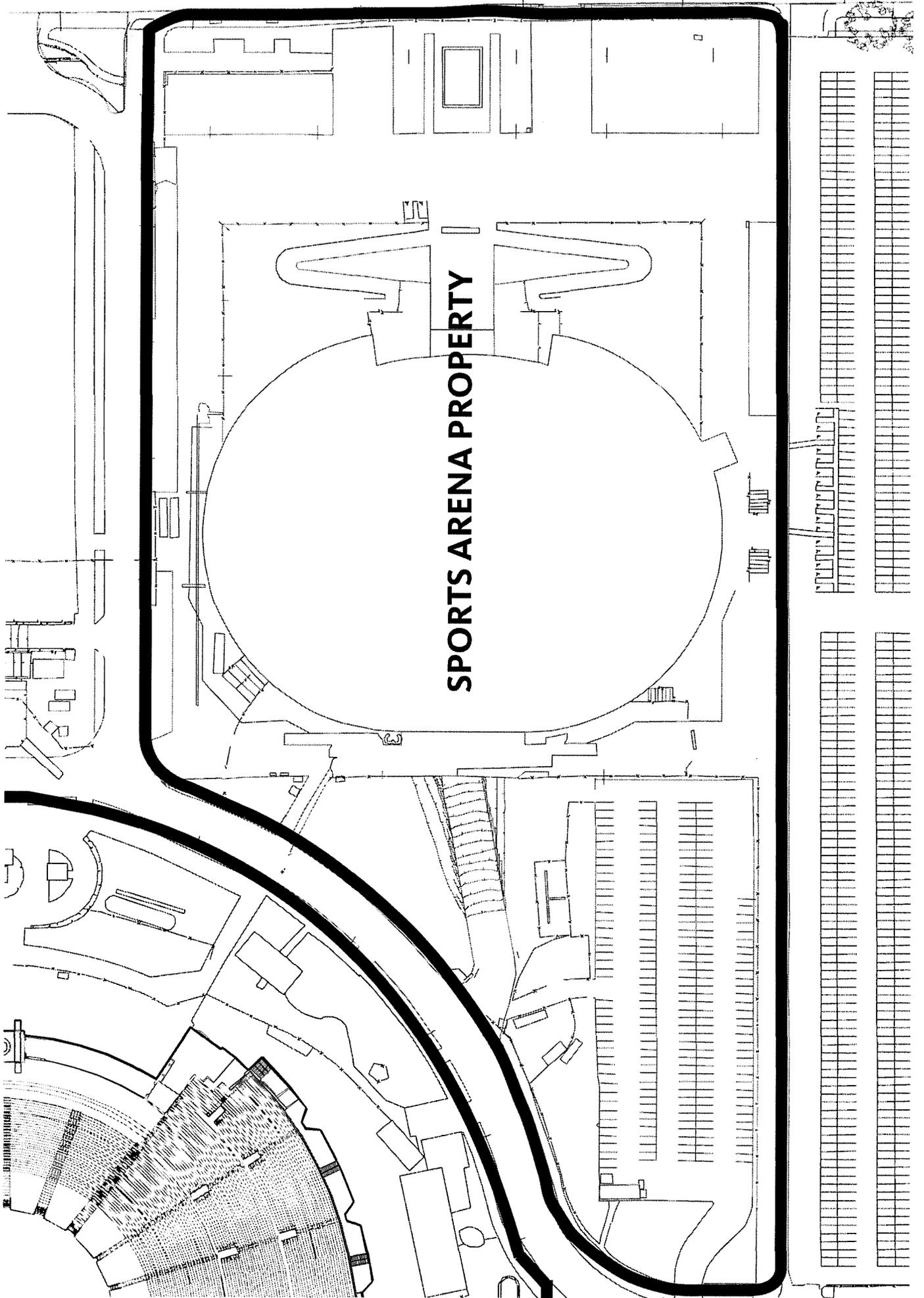
ALSO KNOWN AS:

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:

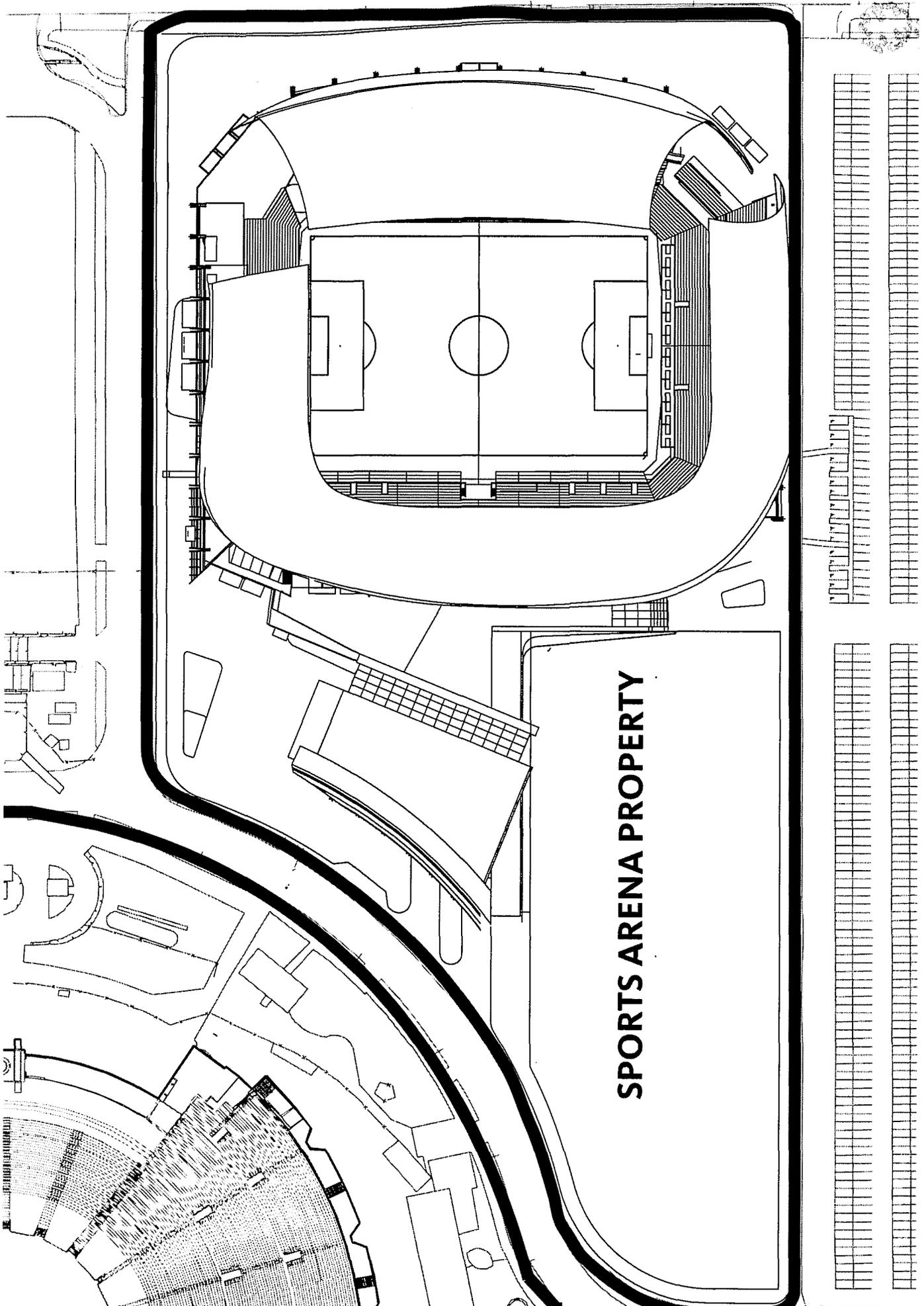
COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF FIGUEROA STREET, 100 FEET WIDE, WITH THE NORTHERLY LINE OF TRACT NO. 4719, AS SHOWN ON MAP RECORDED IN BOOK 52, PAGE 48, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG SAID WESTERLY LINE, NORTH 00° 03' 50" WEST 40.60 FEET 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..

SPORTS ARENA PROPERTY



SPORTS ARENA PROPERTY



EX-OFFICIO MEMBERS

STATE SENATOR
RICARDO LARA

ASSEMBLYMEMBER
REGINALD JONES-SAWYER

ROBERT E. OSBORNE
CHIEF ADMINISTRATIVE OFFICER
SECRETARY



**SITE OF 1932 AND 1984
OLYMPICS ATHLETICS COMPETITION
OPENING & CLOSING CEREMONIES**



**SITE OF 1984 OLYMPICS
BOXING COMPETITION**

COMMISSION MEMBERS

STATE OF CALIFORNIA
WILLIAM CHADWICK
VICE PRESIDENT

COUNTY OF LOS ANGELES
MARK RIDLEY-THOMAS
PRESIDENT

DON KNABE (Alternate)

CITY OF LOS ANGELES
CURREN D. PRICE, JR.

TOM LaBONGE (Alternate)

LOS ANGELES MEMORIAL COLISEUM COMMISSION

3911 South Figueroa Street, Los Angeles, CA 90037

AGENDA ITEM #12

**CONSIDERATION OF NON-DISTURBANCE AGREEMENT AMONG CALIFORNIA
SCIENCE CENTER, LOS ANGELES COLISEUM COMMISSION AND LAFC
SPORTS, LLC**

**ROBERT E. OSBORNE
CLAUDIA GUTIERREZ**

Proposed Actions:

- A. **Find** that the Commission, as lead agency under California Environmental Quality Act (CEQA), approved an Addendum to the previously Certified Environmental Impact Report for the Los Angeles Sports Area Redevelopment Project (Project) and that the recommended actions of approving the proposed Non-Disturbance Agreement (NDA) among the Coliseum Commission (Commission), the Sixth District Agricultural Association (District) and LAFC Sports, LLC (LAFC) and the Memorandum of Agreement (Agreement) between the Commission and LAFC are within the scope of the project considered in the approved Addendum and Sports Arena EIR (defined below).
- B. Authorize the President to execute the proposed NDA, substantially in form attached hereto as **Attachment 12-1** and upon approval as to form by Commission Counsel.
- C. Approve and authorize the Chief Administrative Officer to execute the proposed Agreement, attached hereto as **Attachment 12-2**.

Background:

In 2011, the Commission certified a final environmental impact report for the Sports Arena property (Sports Arena EIR) that reviewed and considered the environmental impacts of improving the Sports Arena property with a soccer stadium or an event space and other ancillary uses.

After the Sports Arena EIR was approved by the Commission, the Commission and USC entered into that certain Second Amendment to Lease and Agreement dated as of July 29, 2013 (USC Lease) pursuant to which the Commission leased the Sports Arena property to USC, with permitted uses including those approved under the Sports Arena EIR. Article 12 of the USC Lease authorizes USC to demolish and replace the Sports Arena with improvements that are permitted by applicable land use laws and consistent with the public benefit requirements of the Commission's lease with the District for the Sports Arena property.

On May 18, 2015, USC and LAFC announced their proposal to redevelop the Sports Arena property with a soccer stadium. Thereafter, USC and LAFC sought approval of certain modifications to the original project studied in the Sports Arena EIR. The LAFC stadium would consist of the original stadium project (reconfigured on the Project site) together with the addition of up to approximately 105,900 square feet of ancillary facility floor area (up to approximately 119,000 gross square feet), including the following uses and floor areas: up to approximately 30,250 square feet of office and conference facility space, including no more than 21,250 square feet of office space; an approximately 36,000-square-foot "World Football" museum; up to approximately 27,750 square feet of team store or other retail space; and up to approximately 11,900 square feet of restaurant uses. It also includes signage and lighting programs to support stadium operations.

On September 17, 2015, the Commission approved an Addendum to the Sports Arena EIR (Addendum) in order to allow for the construction of the Project as proposed by LAFC, and adopted CEQA findings and Statement of Overriding Considerations, together with a Mitigation Monitoring Program for the Project. On the same date, the Commission approved that certain Project Agreement between the Commission and USC, pursuant to which the Commission agreed to allow USC to proceed with the Project and seek necessary entitlements from the City of Los Angeles.

LAFC and USC have negotiated a certain Ground Lease (LAFC Lease) to be executed concurrently with Commission's execution of the NDA. Pursuant to the LAFC Lease, LAFC will lease the Sports Arena property from USC, demolish the Sports Arena and construct the Project. LAFC now seeks Commission's acknowledgment of and consent to the LAFC Lease in order for the Project to move forward.

Approval of NDA:

The purpose of the NDA is for the Commission to acknowledge and consent to the LAFC Lease, which allows LAFC to demolish the Sports Arena and construct the Project. The NDA also seeks to clarify the rights and responsibilities among Commission, the District and LAFC in the event of termination of the USC Lease prior to its scheduled expiration date. For example, the NDA requires that the Commission agree that if during the term of the LAFC Lease the USC Lease were to terminate, the lease of the Sports Arena property between the District and the Commission will continue and the LAFC Lease would continue undisturbed and will be recognized by the Commission as a direct lease between the Commission and LAFC in accordance with all the terms and conditions of the LAFC Lease.

Conversely, pursuant to the terms of the NDA, LAFC agrees that if the District or the Commission or any successor to either party succeeds to landlord's interest under the LAFC Lease, LAFC will recognize and attorn to such successor landlord as landlord under the LAFC Lease. Furthermore, with a few exceptions, LAFC generally agrees that any such successor landlord will not be liable for the acts or omissions of any prior landlord or obligated to cure any the-existing defaults by the prior landlord.

In addition, the NDA requires that the Commission agrees and/or approves, among other things, the following: the uses contemplated in the LAFC Lease; the term of the LAFC Lease; that LAFC has no obligation to pay rent to Commission; that LAFC has the rights to seek all entitlements and approvals for the Project; and that all improvements built by LAFC will be the property of LAFC for the term of the LAFC Lease.

The NDA also covers certain issues that do not directly impact the Commission, such as an agreement between District and LAFC regarding parking. Under the NDA, the District has agreed to grant to LAFC certain temporary parking rights to the use certain District parking areas, subject to the terms of a separate agreement between District and LAFC.

Approval of Memorandum of Agreement:

The purpose of the Agreement is to make LAFC responsible for payment of the cost relating to the outside real estate counsel retained by the Commission to advise on the NDA and other real estate issues related to the Project up to a maximum amount of \$30,000.

CEQA Compliance

The Addendum analyzed the Project and demonstrated that the Project would not result in any new significant impacts compared to those evaluated and disclosed in the Sports Arena EIR for the original project, nor would it substantially increase the severity of previously identified significant impacts. In addition, the Addendum demonstrated that there are no substantial changes to the circumstances under which the original project analyzed in the Sports Arena EIR would have been undertaken, and no new information of substantial importance which was not known and could not have been known when the Sports Arena EIR was certified has been identified. Therefore, the minor changes resulting from the LAFC's proposed Project did not meet the standards for a Subsequent or Supplemental EIR pursuant to CEQA Guidelines Section 15162.

Your Commission approved the Addendum, the CEQA Findings and Statement of Overriding Considerations, and Mitigation Monitoring Program on September 17, 2015. A Notice of Determination was filed with the County Clerk on September 18, 2015, in accordance with Section 21152(a) of the California Public Resources Code.

NON-DISTURBANCE AGREEMENT

by and among

SIXTH DISTRICT AGRICULTURAL ASSOCIATION

**LOS ANGELES MEMORIAL
COLISEUM COMMISSION**

and

LAFC SPORTS, LLC

_____, 2015

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NON-DISTURBANCE AGREEMENT

THIS NON-DISTURBANCE AGREEMENT (this “**Agreement**{ XE "Agreement" }”) is made and entered into effective as of _____, 2015 (the “**Effective Date**{ XE "Effective Date" }”) by and among the **SIXTH DISTRICT AGRICULTURAL ASSOCIATION**, an institution of the State of California (the “**District**{ XE "District" }”), 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**{ XE "Commission" }”) and **L AFC SPORTS, LLC**, a Delaware limited liability company (“**L AFC**{ XE "L AFC" }”). District, Commission and L AFC are sometimes collectively referred to herein as the “**Parties**{ XE "Parties" }” and each a “**Party**{ XE "Party" }.”

Preliminary Statements:

A. District is the fee owner of certain real property located in the City of Los Angeles, County of Los Angeles, State of California commonly known as “Exposition Park” which is generally 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 (sometimes referred to herein as the “**District Property**{ XE "District Property" }” or the “**Exposition Park**{ XE "Exposition Park" }”).

B. Portions of the District Property are currently improved with certain stadium facilities commonly known as (i) the Los Angeles Memorial Coliseum (“**Coliseum**{ XE "Coliseum" }”) approximately as shown on the site plan (the “**Site Plan**{ XE "Site Plan" }”) attached hereto on **Exhibit A** (the land, together with all improvements now or hereafter located thereon, is collectively referred to herein as the “**Coliseum Property**{ XE "Coliseum Property" }”), and (ii) the Los Angeles Memorial Sports Arena (“**Sports Arena**{ XE "Sports Arena" }”), located on the land described on **Exhibit B** attached hereto and approximately as shown on the Site Plan (the land, together with all improvements located thereon, is collectively, the “**Sports Arena Property**{ XE "Sports Arena Property" }” which, together with the Coliseum Property is sometimes collectively referred to herein as the “**Master Premises**{ XE "Master Premises" }”). The Sports Arena Property contains approximately 15 acres of land consisting of the project site identified in the Addendum (as hereinafter defined) to the Final EIR (as hereinafter defined).

C. District leased the Master Premises to Commission pursuant to (i) that certain Coliseum Lease dated January 3, 1956 (as it has been, and may hereafter be, amended, subject to the terms hereof, the “**Coliseum Ground Lease**{ XE "Coliseum Ground Lease" }”), and (ii) that certain Sports Arena Agreement, Lease and Easement dated January 3, 1956 (as it has been, and may hereafter be, amended, subject to the terms hereof, the “**Sports Arena Ground Lease**{ XE "Sports Arena Ground Lease" }”) which, together with the Coliseum Ground Lease is sometimes collectively referred to herein as the “**Commission Ground Leases**{ XE "Commission Ground Leases" }”). The Commission Ground Leases were approved by 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. Commission and the University of Southern California (the “**USC**{ XE "USC" }”) previously entered into a certain Lease and Agreement dated May 14, 2008 (the “**Original USC Lease**{ XE “Original USC Lease” }”), as amended by that certain First Amendment to Lease and Agreement dated November 4, 2010 (the “**USC Lease First Amendment**{ XE “USC Lease First Amendment” }”) which, together with the Original USC Lease is collectively referred to herein as the “**Prior USC Lease**{ XE “Prior USC Lease” }”) whereby USC subleased substantially all of the Coliseum Property from the Commission. In conjunction with the Prior USC Lease, USC and District previously entered into that certain undated but fully executed Non-Disturbance Agreement (the “**Original USC NDA**{ XE “Original

USC NDA” }” which, together with the Prior USC Lease is sometimes collectively, the “**Prior USC Agreement**{ XE “Prior USC Agreement” }”). The Prior USC Lease was subsequently amended pursuant to that certain Second Amendment to Lease and Agreement dated as of July 29, 2013 (as further modified by the Boundary Documents, the “**Current USC Lease**{ XE "Current USC Lease" }”) whereby most of the Sports Arena Property was added to the Coliseum Property as the premises subleased to USC under the USC Lease. 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 (as hereinafter defined)) are coterminous and presently fixed to expire on December 31, 2054.

E. District and USC subsequently entered into that certain Non-Disturbance Agreement dated as of September 4, 2013 (the “**USC NDA**{ XE “USC NDA” }”) whereby, among other things, USC obtained (i) certain protections with respect to its sub-leasehold interest in the Master Premises in the event of the termination of Commission Ground Leases, and (ii) certain rights and priorities with respect to the scheduling of events at the Coliseum and the Sports Arena and the use of District Parking Areas (as hereinafter defined). The USC NDA provides that if the interest of Commission in the Master Premises 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**{ XE “USC NDA Lease” }”). The USC NDA further provided District’s implicit approval of a redevelopment of the Sports Arena consistent with the projects described in the Final EIR (as hereinafter defined).

F. Concurrently with the execution of the USC NDA, District and USC entered into that certain Lease Option Agreement (Sports Arena Property) dated as of September 4, 2013 (the “**Sports Arena Option Agreement**{ XE “Sports Arena Option Agreement” }”), as memorialized of record by that certain Memorandum of Lease Option Agreement recorded on September 24, 2013 as Document No. 20131384077 in the Official Records of the Recorder’s Office, Los Angeles County, California (“**Recorder’s Office**{ XE "Recorder’s Office" }”). Pursuant to the Sports Arena Option Agreement, USC obtained an option (the “**Sports Arena Option**{ XE “Sports Arena Option” }”) to enter into a direct lease with District in substantially the form of the new lease attached to the Sports Arena Option Agreement on Schedule 4 (the “**2054 Lease**{ XE “2054 Lease” }”) which shall commence on the expiration of the USC Lease (or USC NDA Lease, as applicable). As used herein, the term “**USC Lease** { XE “USC Lease” }” shall mean, at any specific point in time, USC’s then applicable lease of the Sports Arena Property under the Current USC Lease, the USC NDA Lease or the 2054 Lease, as the case may be. The USC Lease, together with Sports Arena Ground Lease, are sometimes collectively referred to herein as the “**Master Leases**{ XE “Master Leases” }”, and each a “**Master Lease**.”{ XE “Master Lease” }” The Master Leases, the USC NDA, the Sports Arena Option Agreement and the Joint Powers Agreement are sometimes collectively referred to herein as the “**Master Agreements**{ XE "Master Agreements" },” and each a “**Master Agreement**{ XE "Master Agreement" }.” In conjunction with the LAFC Lease, District, Commission and USC will enter into certain Boundary Documents (as defined in the LAFC Lease) to correct certain boundary discrepancies in the Master Agreements such that, among other things, all of the Coliseum Property and all of the Sports Arena Property is leased under the Coliseum Ground Lease and the Master Leases, as applicable. Following the execution of the Boundary Documents, each reference to a Master Agreement herein shall automatically be deemed to mean such Master Agreement, as amended by the Boundary Documents without further action or notice required.

G. USC and LAFC have entered into that certain Ground Lease dated as of _____, 2015 (the “**LAFC Lease**{ XE "LAFC Lease" }”), whereby USC sub-subleased to LAFC a portion of the Master Premises consisting of the Sports Arena Property (the “**LAFC Premises**{ XE "LAFC Premises" }”) which, for purposes of this Agreement shall have the same meaning as the term “Premises” under the LAFC Lease). LAFC intends to demolish the Sports Arena and related improvements on the LAFC Premises and to initially construct a soccer stadium and other ancillary improvements in accordance with

the EIR (as hereinafter defined). As used herein, the term “**EIR**{ XE "EIR" }” shall mean and refer to the Final Environmental Impact Report for the Redevelopment of the Los Angeles Memorial Sports Arena dated January 21, 2011 (the “**Final EIR**{ XE "Final EIR" }”) and certified by Commission on February 2, 2011, including modifications to the Final EIR contained in that certain Addendum to the Final EIR (the “**Addendum**{ XE "Addendum" }”) which was approved by Commission on September 17, 2015. As used herein, the term “**Project**{ XE "Project" }” shall mean the Stadium Project as described and defined in the LAFC Lease, including the Modified Project described in the Addendum. The LAFC Lease contains certain conditions that must be satisfied prior to USC’s delivery of possession of the Sports Arena Property to LAFC (the “**LAFC Lease Conditions**{ XE "LAFC Lease Conditions" }”).

H. To satisfy certain of the LAFC Lease Condition, LAFC has now requested that (i) District and Commission enter into this Agreement to provide certain assurances regarding the LAFC Lease, LAFC Lease Documents (as hereinafter defined) and LAFC Lease Rights (as hereinafter defined), including that LAFC’s possession, use and enjoyment of the LAFC Premises pursuant to the LAFC Lease will not be disturbed as a result of a termination of any of the Master Leases, as well as other assurances and agreements related to the LAFC Premises, LAFC Lease Documents, LAFC Lease Rights, the Project and Master Agreements as set forth herein, (ii) District enter into a certain Operation and Easement Agreement (the “**OEA**{ XE "OEA" }”) to provide LAFC with all necessary easements and rights required with respect to the District Property for the development, construction, operation and use of the LAFC Premises and the Project, and (iii) District enter into a Tri-Party Agreement (the “**Tri-Party Agreement**{ XE "Tri-Party Agreement" }”) with LAFC and USC to amend, supplement and clarify certain terms of the Sports Arena Option Agreement as it relates to LAFC and the LAFC Lease.

I. District and Commission have now agreed to enter into this Agreement to provide such assurances upon and subject to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the foregoing recitals, the terms of which are hereby incorporated herein by this reference, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Definitions and Interpretation.**

1.1. Capitalized terms used herein that are defined in the LAFC Lease shall have the same meaning herein as are ascribed to such terms in the LAFC Lease unless otherwise defined herein or the context dictates otherwise. A glossary of additional defined terms that are used in this Agreement and which are not otherwise defined in the body of this Agreement or incorporated herein by reference to a separate document or instrument are attached hereto on **Schedule 1**. The definitions set forth in the glossary are hereby incorporated into this Agreement by this reference.

1.2. For purposes of this Agreement, except as otherwise expressly provided herein or unless the context otherwise requires: (i) the meaning assigned to each term defined herein shall be equally applicable to both the singular and the plural forms of such term and vice versa, and words denoting either gender shall include both genders as the context requires; (ii) where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning; (iii) the terms “hereof,” “herein,” “hereunder,” “hereby” and “herewith” and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement; (iv) when a reference is made in this Agreement to an Article, Section, paragraph, Exhibit or Schedule, such reference is to an Article, Section, paragraph, Exhibit or Schedule to this Agreement unless otherwise specified; (v) the word “for example” “include,” “includes,” and “including” when used in this Agreement without being following by words such as “but not limited to” or “without limitation,” shall be

deemed to be followed by such words unless otherwise expressly specified; (vi) the language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any Party; (vii) each defined term consisting of a collective noun, such as, for example, the words “District Property,” “Coliseum Property,” “Sports Arena Property,” “L AFC Premises,” “Improvements,” “Stadium,” “Project,” “Stadium Equipment,” “Project Revenue,” shall be interpreted as if followed by the words “or any part thereof” except where the context clearly requires otherwise; (viii) all references to the term “L AFC Premises” shall be deemed to be followed by the words “including all Improvements thereon, including the Stadium;” (ix) all references to the Master Agreements in reference to the L AFC Premises shall be deemed to be followed by the words “to the extent applicable to the Premises”; (x) as applicable, references to the “Sports Arena” under any of the Master Agreements shall refer to the Stadium as the context requires; (xi) all reference to any “cure periods” under the L AFC Lease, or to the “expiration of all applicable cure periods or cure rights thereunder,” or any similar language shall mean and refer to the expiration of all applicable cure periods available to L AFC under the L AFC Lease and the expiration of all applicable periods available to MLS or a Leasehold Mortgagee to cure L AFC’s default, to exercise any step-in rights (in the case of MLS) or to exercise any new lease option rights (in the case of a Leasehold Mortgagee), in each case without cure or the exercise of any such rights; (xii) references herein to the “L AFC Lease” shall be deemed to include the language “or any replacement thereof contemplated under the L AFC Lease as of the Execution Date thereof, such as any lease with a new MLS club following the exercise of the MLS step-in rights under the L AFC Lease or any new lease to a leasehold mortgagee as contemplated thereunder, and references herein to L AFC shall be deemed to include any successor or Authorized Transferee (as defined in the L AFC Lease), including any successor tenant under a replacement lease as provided in this clause (xii); and (xiii) all references to “Master Agreements” hereunder shall mean, as each of them may be modified, amended or supplemented (i) from time to time pursuant to a modification or other agreement that is not in violation of the terms, conditions or provisions of the L AFC Lease or this Agreement, and (ii) by the Boundary Documents, the L AFC Lease Documents, the Final Approvals and any other agreements that may be entered into between L AFC and all of the parties to the applicable Master Agreement being modified thereby.

2. **District Agreements.**

2.1. **Consent.** District hereby consents to the L AFC Lease, the execution thereof by USC and all of the terms, covenants, conditions, provisions and agreements contained therein. Without limiting the generality of the foregoing, District hereby acknowledges, agrees and/or approves, as the case may be, the following with respect to the L AFC Lease and L AFC’s rights thereunder:

(i) all permitted uses available to L AFC under the L AFC Lease, including all uses available to L AFC under the Coliseum District Specific Plan and Soccer Stadium and Coliseum Sign District as amended for the Project as part of any Final Approvals, and all uses of the Coliseum as provided in the L AFC Lease, it being expressly understood and agreed that in no event shall (A) any such permitted uses by L AFC in accordance with the L AFC Lease be deemed a default by Commission, USC or L AFC under any of the Master Agreements, (B) the execution, delivery and performance of, and compliance with, the terms of the L AFC Lease by USC or L AFC be deemed a breach or default by Commission, USC or L AFC under any of the Master Agreements; and (C) the expiration or termination of any of the Master Leases or the termination of Commission’s or USC’s respective right, title or interest in the Master Premises in any manner limit, modify or adversely affect any such permitted uses;

(ii) the Initial Term, Extension Options and Extension Terms available to L AFC under the L AFC Lease, subject to the terms of the Tri-Party Agreement;

(iii) that LAFC has no obligation to pay District directly any rent, additional rent or other amounts of any kind with respect to the LAFC Lease, the LAFC Premises or the use thereof for any of the permitted uses thereunder, except as otherwise expressly set forth in this Agreement, the OEA or any separate use agreement between District and LAFC entered into after the Effective Date with respect to the use of any portion of District Property;

(iv) that LAFC has the right to (A) pursue and obtain all Final Approvals for the Project, (B) demolish the existing Sports Arena Property building and improvements, including any and all personal property, trade fixtures, equipment or systems contained therein and not removed from the Sports Arena prior to USC's delivery of possession thereof to LAFC under the LAFC Lease, and (C) design, permit and construct (and to enter into all necessary contracts for the design, permitting and construction of) the Project, including (1) all related on-site and off-site improvements related thereto, subject to the terms of the OEA, and (2) all on-site (interior and exterior) and off-site signage permitted under the LAFC Lease and the Soccer Stadium and Coliseum Sign Plan, in each case as the Project is finally permitted and approved by the City in connection with LAFC's Final Approvals and in accordance with the OEA, and no further approvals are required from District under any of the Master Agreements or otherwise in connection with the foregoing related to the Project, except as otherwise expressly provided in the LAFC Lease Documents;

(v) that all Improvements and Stadium Equipment constructed and/or installed on the LAFC Premises shall be owned by, and remain the property of, LAFC during the entire Term of the LAFC Lease as provided therein;

(vi) subject to and except as otherwise expressly provided in the OEA and Supplemental Agreement, District shall have no right to receive any, and LAFC shall have the right to receive and retain all, Project Revenue including, without limitation, from (A) all LAFC Events (as hereinafter defined) and other business operations on or from the LAFC Premises, (B) all Stadium naming rights, signage and advertising rights, (C) all Project Contracts, (D) any permitted use of the Coliseum under the LAFC Lease; and (E) any permitted use of District Property;

(vii) LAFC's rights of contest under the LAFC Lease and all other rights and remedies available to LAFC under the LAFC Lease, including all applicable cure periods available to LAFC thereunder, and all MLS and Leasehold Mortgagee's rights and options under the LAFC Lease, it being expressly understood and agreed that if any obligations of USC under any of the Master Agreements with respect to the Sports Arena Property are to be performed by LAFC under the LAFC Lease with respect to the LAFC Premises, then (A) LAFC's performance thereof under the LAFC Lease shall be accepted by District as performance of the corresponding obligation of USC under the applicable Master Agreement, and (B) in the event any such obligation is not timely performed by LAFC under the LAFC Lease, USC will not be deemed in default under any Master Agreements (and District will not exercise any remedies available to District thereunder related to such failure of performance) unless and until such obligation remains unsatisfied after LAFC's receipt of a Notice of Default under the LAFC Lease and the expiration of all applicable cure periods and rights under the LAFC Lease;

(viii) LAFC's rights to (A) repair, restore or rebuild the LAFC Premises, including all Improvements and Stadium Equipment thereon, and (B) receive, use and apply Loss Proceeds in the event of any Casualty or Condemnation in accordance with and subject to the terms, conditions and priorities set forth in the LAFC Lease, which terms shall control over any conflicting provision in any of the Master Agreements;

(ix) the transfer by USC to LAFC of all Sports Arena Rights, including the sublease and/or irrevocable sub-license to use all trademarks and service marks associated with the Sports Arena and granted to USC by the Commission under the Current USC Lease;

(x) the Permitted Transfer provisions of the LAFC Lease and LAFC's right to enter into any Project Contracts, which in each case will not require further consent or approval by District;

(xi) the provisions of the LAFC Lease or this Agreement that specify terms, covenants, agreements, conditions or provisions contained in the Master Agreements that are not applicable to LAFC, the LAFC Premises or any of LAFC's permitted uses, such as, for example, the Prior USC Agreement or any other provisions in any of the Master Agreements that relate solely to the Coliseum or Commission's or USC's obligations or liabilities with respect to the Coliseum Property; and

(xii) that nothing contained in the USC NDA Lease or the 2054 Lease shall in any manner limit, modify, diminish, waive, release, terminate or otherwise adversely affect any of the LAFC Lease Rights, including any and all provided in the LAFC Lease Documents.

2.2. Conflicts. District acknowledges and agrees that, to the extent there is any conflict or inconsistency between the terms, conditions and provisions of the LAFC Lease Documents and the terms, conditions and provisions of any of the Master Agreements related to LAFC, the LAFC Premises, or the LAFC Lease Rights, the terms, conditions and provisions of the LAFC Lease Documents, as the case requires, will govern and control and no default or breach by any party under the Master Agreements shall arise or be deemed to exist as a result of LAFC's actions and performance in compliance with the terms, conditions and provisions of the LAFC Lease Documents, even if in conflict or inconsistent with the terms, conditions and provisions of any of the Master Agreements.

2.3. Rights Under Master Agreements. To the extent (i) any Master Agreements grant USC any rights, benefits, privileges and remedies which relate to the LAFC Premises or which may be required by LAFC for the full use and enjoyment of the LAFC Premises and the LAFC Lease Rights, and (ii) such rights, benefits and privileges are not otherwise provided for directly in the LAFC Lease Documents, then District agrees that LAFC shall have the benefit of all such rights, benefits and privileges without (1) subjecting USC to any liability, cost or expense, (2) limiting, modifying, waiving, releasing, terminating or otherwise adversely affecting any Party's rights or interests under any of the Master Agreements, and (3) USC or LAFC being deemed in default under any of the Master Agreements, provided that such rights, benefits and privileges are exercised or used in compliance with the LAFC Lease. Without limiting or modifying any of the terms of the LAFC Lease Documents, the terms of this Section 2.3 will not apply to the USC NDA, USC signage rights or to USC lease options (options to lease or options to extend the term under a lease), subject to the terms of the Tri-Party Agreement.

2.4. Additional District Agreements. Without limiting or modifying any other terms of this Agreement, including the consent in Section 2.1 above, and in consideration of the substantial investment to be made by LAFC in connection with the redevelopment of the LAFC Premises, District hereby acknowledges and agrees as follows:

(i) The execution, delivery, and performance of, and compliance with, the LAFC Lease by USC and/or LAFC, including LAFC's use, exercise or performance of, or compliance with any LAFC Lease Rights under and in accordance with the terms of the LAFC Lease shall not be deemed or constitute a breach of or a default under any of the Master Agreements. As used herein, the term "**LAFC Lease Rights**{ XE "LAFC Lease Rights" }" shall collectively mean

any and all rights, interests, benefits, privileges, uses (including all of the foregoing in Section 2.1 above), options (including Extension Options), obligations, liabilities, remedies, terms, covenants, conditions, provisions and agreements contained in or provided under the LAFC Lease Documents, including (A) the right to exclusive possession of the LAFC Premises for the Term of the LAFC Lease, (B) any and all additional and/or beneficial rights available to LAFC under any of the Master Agreements as provided in any of the LAFC Lease Documents, (C) all parking and other rights to the use of District Property under the LAFC Lease Documents, and (D) all priority scheduling rights with respect to events in Exposition Park as provided in this Agreement. As used in this Agreement, the term “**LAFC Lease Documents**{ XE "LAFC Lease Documents" }” shall collectively mean the LAFC Lease, this Agreement, the OEA and the Tri-Party Agreement.

(ii) District agrees that it will not do, suffer or permit, or agree to enter into any transaction or agreement, modify or terminate any existing document or agreement or undertake or permit any action or proceeding with respect to or affecting the LAFC Premises or the Project or the use or operation thereof, which would in any manner (A) limit, diminish, interfere with, prevent, delay or otherwise materially and adversely affect LAFC’s Lease Rights and the exercise thereof by LAFC including, without limitation, the uses of the LAFC Premises under the LAFC Lease, the use of the Coliseum as permitted under the LAFC Lease, the use of any portions of the District Property pursuant to the this Agreement or the OEA and the operation of any permitted business operation, event or activity on the LAFC Premises as provided in the LAFC Lease Documents, (B) subject LAFC to any additional cost, liability or expense not otherwise expressly provided in or contemplated by the LAFC Lease Documents, or (C) unreasonably interfere with, prevent, delay or disrupt any construction or maintenance activities being performed by or on behalf of LAFC in accordance with the terms of the LAFC Lease Documents and any Final Approvals obtained by LAFC in connection therewith.

(iii) District agrees to cooperate with LAFC in all reasonable respects concerning the effectuation of any matter that may require the participation of District either as the fee owner of the District Property or with respect to any matter requiring the consent of District under any of the Master Agreements, including LAFC’s efforts to obtain all Final Approvals required by LAFC (A) for the Project and LAFC’s use of the LAFC Premises as required by LAFC under and pursuant to the LAFC Lease, (B) to perform any Construction, Restoration or other maintenance or repair work, including necessary replacements permitted under the LAFC Lease, (C) with respect to its contest rights under the LAFC Lease, and (D) to accomplish any tax division contemplated under the LAFC Lease to cause the LAFC Premises to be separately assessed from the balance of the Master Premises. Notwithstanding the foregoing, District’s obligation to cooperate will not apply to the extent that any matter requiring District’s cooperation would (A) materially and adversely affect the District or District Property, (B) subject District to any material cost, expense, obligation or liability (unless LAFC provides District with an indemnity or other assurances related to such cooperation request and the subject matter thereof that is reasonably satisfactory to District), or (C) render District or any portion of the District Property to be in violation of any applicable Laws, and except as provided herein, District’s cooperation shall not be unreasonably withheld, conditioned or delayed. If District reasonably determines that any matter for which LAFC requires its cooperation hereunder would result in a situation described in any of clauses (A), (B) or (C) above, then District shall promptly notify LAFC and District and LAFC shall thereafter agree to meet and confer to resolve such matter to District’s reasonable satisfaction. Subject to the terms of this Section 2.4(iii), District agrees to (1) review any submittals furnished by LAFC, (2) execute any application or petition required to be signed by the fee owner of the District Property, including the LAFC Premises, (3) execute or consent to, acknowledge and deliver any public utility easements or agreements required to provide utility service to the LAFC Premises, including all Improvements located thereon, in such form as may

be reasonably acceptable to District, and (4) execute a waiver, disclaimer or subordination, as the case may be, in favor of any Leasehold Mortgagee, holder of any Equipment Lien or other bona fide third party lender providing financing to LAFC, of any ownership and/or lien rights which District may have or claim in connection with (a) any salvage material from demolition of the Sports Arena, (b) all Improvements made to the LAFC Premises during the Term of the LAFC Lease, including the Stadium (other than District's reversionary interest), (c) all Stadium Equipment acquired and/or installed by or on behalf of LAFC during the Term of the LAFC Lease (other than District's reversionary interest to the extent any Stadium Equipment constitutes a real property fixture), (d) all of LAFC's FF&E, and (e) any other tangible and intangible property of LAFC, including, without limitation, plans, specifications, Project Contracts, Project Revenues, inventory, accounts, books, records or other assets. District's agreements in this Section 2.4 shall be without cost or expense to District, and LAFC agrees to reimburse District for all reasonable third party out-of-pocket costs and expenses incurred by District in connection with its performance under this paragraph.

(iv) District hereby agrees that Section 5 of the USC NDA will not apply to LAFC, the LAFC Lease, the LAFC Premises or serve to limit, modify or adversely affect LAFC's Lease Rights, and District hereby waives all terms, notices, covenants, conditions and provisions in any of the Master Agreements related to the closure and redevelopment of the Sports Arena, including any termination rights that District may have thereunder. The terms of the foregoing waiver shall inure to the benefit of USC for so long as the LAFC Lease remains in effect and in no event will USC be or be deemed in default or breach under any of the Master Agreements related to the closure of the Sports Arena and the Initial Development of the Stadium by LAFC under and pursuant to the LAFC Lease.

(v) At all times during the Term of the LAFC Lease, District shall take all action within its reasonable control (including necessary communications with State, County or City law enforcement, traffic enforcement or District security personnel) during any Coliseum Priority Event (as hereinafter defined), any other Coliseum Event and any LAFC Event, including MLS Games, to afford to LAFC (for the benefit of LAFC, its agents, employees, contractors, vendors, licensees, concessionaires, subtenants, invitees, customers and guests) continuous, full and unimpeded access to the LAFC Premises (including all Premises Parking Areas) for all permitted uses of the LAFC Premises, including the Stadium and all Premises Ancillary Businesses, including for all related uses and purposes, including access, parking, deliveries, loading and receiving, provided LAFC shall pay the District's normal and customary charges to Exposition Park entities for such action. District and LAFC shall coordinate such actions and charges in advance of any applicable LAFC Event.

(vi) District hereby acknowledges and agrees that it will not have the right to the use of any patents, tradenames, trademarks, trade secrets, copyrights or other intellectual property owned by LAFC or MLS in any context without the prior written consent of LAFC.

(vii) In the event any casualty, condemnation or other event renders the number of parking spaces in District Parking Areas unusable for the normal conduct of business operations on the LAFC Premises, including LAFC Events, and all other uses and business operations conducted thereon, then without limiting any rights or remedies available to LAFC under any of the LAFC Lease Documents, at law or in equity, if District does not replace the unusable parking spaces or otherwise provide other parking areas in substitution thereof so as to permit the normal conduct of LAFC's business operations, then provided that (A) sufficient land area owned or controlled by District is available in or near Exposition Park, (B) District and LAFC can agree on mutually acceptable terms and conditions related thereto, (C) LAFC can obtain such other

agreements, assurances and approvals as may be necessary or required in connection therewith (including applicable cost allocation and/or recapture agreements), then LAFC shall have the right, but not the obligation, to elect to construct the replacement parking spaces or area, which may include a multi-story parking deck structure to replace the lost parking spaces in order to continue the LAFC use at the LAFC Premises.

(viii) For purposes of the LAFC Lease, an event or activity will not be deemed “hazardous” or “ultra-hazardous” unless it is performed with willful and reckless disregard for the health and safety of Stadium patrons or other persons or property on the LAFC Premises (or other proximate portions of the District Property), as opposed to an otherwise dangerous activity performed in accordance with all applicable safety and legal requirements. *[For example, a fireworks display may be a hazardous or ultra-hazardous activity, but if performed by a professional pyrotechnic specialist in accordance with all industry safety and legal requirements, it can be performed safely for Stadium patrons and other persons or property on the LAFC Premises (or other proximate portions of the District Property) without being prohibited under the LAFC Lease.*

(ix) Anything to the contrary in the Master Agreements notwithstanding, after the Initial Development of the Project, District will have no further approval rights with respect to any alterations, additions or improvements on the LAFC Premises, including any Construction that is internal to any building, except in connection with any material exterior alteration, improvement or addition, or any expansion of the Stadium Building or any increase in the seating capacity of the Stadium. The terms of the foregoing waiver of approval rights shall inure to the benefit of Commission and USC for so long as the LAFC Lease remains in effect and in no event will Commission or USC be or be deemed in default or breach under any of the Master Agreements related to any other construction, alteration, renovation, or restoration activity undertaken by LAFC in compliance with the LAFC Lease or, as applicable, this Agreement.

(x) District acknowledge and agrees to the terms of Section 3.4(viii) hereof.

3. **Commission Agreements.**

3.1. **Consent.** Commission hereby consents to the LAFC Lease, the execution thereof by USC and all of the terms, covenants, conditions, provisions and agreements contained therein. Without limiting or modifying Commission’s agreements set forth in this Agreement, the foregoing consent shall not (i) amend or modify the Current USC Lease as between Commission and USC, or (ii) impose any liability or obligation on Commission, except in each case, as expressly provided in this Agreement. Without limiting the generality of the foregoing, Commission hereby acknowledges, agrees and/or approves, as the case may be, the following:

(i) all permitted uses available to LAFC under the LAFC Lease, including all uses available to LAFC under the Coliseum District Specific Plan and Soccer Stadium and Coliseum Sign District, as amended for the Project as part of any Final Approvals, and all uses of the Coliseum as provided in the LAFC Lease, it being expressly understood and agreed that in no event shall (A) any such permitted uses by LAFC to the extent exercised in compliance with the LAFC Lease be deemed a default by USC or LAFC under any of the Master Agreements, (B) the execution, delivery and performance of, and compliance with, the terms of the LAFC Lease by USC or LAFC be deemed a breach or default by USC under any of the Master Agreements; and (C) the expiration or termination of the Current USC Lease or the termination of USC’s rights, titles or interests in the Master Premises limit, modify or adversely affect any such permitted uses;

(ii) the Initial Term of the LAFC Lease which is coterminous with the Sports Arena Ground Lease;

(iii) that LAFC has no obligation to pay to Commission directly or indirectly any rent, additional rent or other amounts of any kind under (A) the Current USC Lease, (B) this Agreement, except as otherwise expressly provided herein, or (C) until such time, if any, as Commission shall succeed to the interest of the landlord under the LAFC Lease pursuant to this Agreement, under the LAFC Lease, including any amounts related to the LAFC Premises or the use thereof for any of the permitted uses thereunder;

(iv) that LAFC has the right, pursuant to and in accordance with the LAFC Lease, to (A) pursue and obtain all Final Approvals for the Project, (B) demolish the existing Sports Arena Property building and improvements, including any and all personal property, trade fixtures, equipment or systems contained therein and not removed from the Sports Arena prior to USC's delivery of possession thereof to LAFC under the LAFC Lease, and (C) design, permit, construct and/or install (and to enter into all necessary contracts for the design, permitting, construction and/or installation of) all Improvements related to the Project, including (1) all related on-site and off-site improvements, subject to the terms of the OEA, and (2) subject to the sign restrictions in Section 8.2(c) of the Current USC Lease, as amended in Section 3.3.2(iv) hereof, which restrictions LAFC acknowledges shall inure to the benefit of Commission and will not be waivable by USC without Commission's approval, all on-site and off-site signage permitted under the LAFC Lease to the extent allowed under the Soccer Stadium and Coliseum Sign Plan, in each case as the Project is finally permitted and approved by the City in connection with LAFC's Final Approvals, and Commission acknowledges that no further approvals are required from Commission under any of the Master Agreements or otherwise in connection with the foregoing related to the Project, including any approvals under Sections 12 or 13 of the Current USC Lease;

(v) that all Improvements and Stadium Equipment constructed and/or installed on the LAFC Premises shall be owned by, and remain the property of, LAFC during the entire Term of the LAFC Lease as provided therein;

(vi) that Commission shall have no right to receive any Project Revenue under the LAFC Lease including, without limitation, from (A) any LAFC Events or other business operations on or from the LAFC Premises, (B) all Stadium naming rights, signage and advertising rights, (C) all Project Contracts, (D) any permitted use of the Coliseum under the LAFC Lease; and (E) any permitted use of District Property; provided, however, and without limiting or modifying the terms of this clause (vi) as to LAFC, nothing in this clause (vi) will limit or modify Section 4.3 of the Current USC Lease as between Commission and USC;

(vii) LAFC's rights of contest under the LAFC Lease and all other rights and remedies available to LAFC under the LAFC Lease, including all applicable cure periods available to LAFC thereunder, and all MLS and Leasehold Mortgagee's rights and options under the LAFC Lease, it being expressly understood and agreed that with respect to the LAFC Premises only, if any obligations of USC under the Current USC Lease or any other Master Agreements with respect to the Sports Arena Property are performed by LAFC under the LAFC Lease with respect to the LAFC Premises, then (A) LAFC's performance thereof under the LAFC Lease shall be accepted by Commission as the performance of USC under the Current USC Lease or applicable Sports Arena Agreement, and (B) in the event any such obligation is not timely performed by LAFC under the LAFC Lease, USC will not be deemed in default under the Current USC Lease or any other Master Agreements (and Commission will not exercise any remedies available to

Commission thereunder related to such failure of performance) unless and until such obligation remains unsatisfied after (1) LAFC's receipt of either (x) a Notice of Default under the LAFC Lease, or (y) a notice from Commission to USC and LAFC that USC has failed to perform an obligation under the Current USC Lease that LAFC is required to but has failed to timely perform in accordance with the terms of the LAFC Lease, and (2) the expiration of all applicable cure periods and rights under the LAFC Lease;

(viii) LAFC's rights to (A) repair, restore or rebuild the LAFC Premises, including all Improvements and Stadium Equipment thereon, and (B) receive, use and apply Loss Proceeds in the event of any Casualty or Condemnation in accordance with and subject to the terms, conditions and priorities set forth in the LAFC Lease, which terms as to LAFC shall control over any conflicting provision in any of the Master Agreements, and with the remaining Loss Proceeds, if any, that USC is entitled to receive under the LAFC Lease, shall be allocated between Commission and USC (x) in accordance with the terms of the Current USC Lease with respect to Loss Proceeds arising out of Casualty or (y) proportionately based on the relative value of their respective interests in the LAFC Premises under the Current USC Lease with respect to Loss Proceeds arising out of Condemnation;

(ix) the transfer by USC to LAFC of all Sports Arena Rights, including the sublease and/or irrevocable sub-license to use all trademarks and service marks associated with the Sports Arena and granted to USC by the Commission under the Current USC Lease, which shall be used by LAFC (if at all) for the limited purpose of creating some type of on-site tribute, memorial or honorarium to memorialize the history, tradition and memory of the Sports Arena;

(x) the Permitted Transfer provisions of the LAFC Lease and LAFC's right to enter into any Project Contracts, which in each case will not require further consent or approval by Commission;

(xi) the provisions of the LAFC Lease or this Agreement that specify terms, covenants, agreements, conditions or provisions contained in the Master Agreements that are not applicable to LAFC, the LAFC Premises or any of LAFC's permitted uses, such as, for example, the Prior USC Agreement or any other provisions in any of the Master Agreements that relate solely to the Coliseum or Commission's or USC's obligations or liabilities with respect to the Coliseum Property; and

(xii) LAFC's right to use the Tenant Sign Area on the Freeway Sign for the Term of the LAFC Lease at no additional cost in accordance with the terms of the LAFC Lease, which right Commission agrees shall be binding upon any future owner or lessee of the Freeway Sign, and Commission shall take such action as may be necessary or required in connection with any transfer or succession of ownership or any other easement, lease, license or use related agreement to or with respect to the Freeway Sign (or any right, title or interest therein), to ensure that such transfer or succession or such easement, lease, license or use related agreement is subject to LAFC's rights to the use of the Tenant Sign Area. Nothing in this Section 3.1(xii) will limit or modify the terms of Section 8.2(e) of the Current USC Lease.

3.2. Conflicts. Commission acknowledges and agrees that, to the extent there is any conflict or inconsistency between the terms, conditions and provisions of the LAFC Lease Documents and the terms, conditions and provisions of the Master Agreements related to LAFC, the LAFC Premises or the LAFC Lease Rights, the terms, conditions and provisions of the LAFC Lease Documents, as the case requires, will govern and control, and no default or breach by any party under the Master Agreements (to which Commission is a party or is otherwise subject to or bound by) shall arise or be deemed to exist as a

result of LAFC's actions and performance in compliance with the terms, conditions and provisions of the LAFC Lease Documents, even if in conflict or inconsistent with the terms, conditions and provisions of any of the Master Agreements (to which Commission is a party or is otherwise subject to or bound by).

3.3. Rights Under USC Lease.

3.3.1 To the extent (i) any USC Lease grants rights, benefits, privileges and remedies to USC which relate to the LAFC Premises or which may be required by LAFC for the full use and enjoyment of the LAFC Premises and the LAFC Lease Rights, and (ii) such rights, benefits and privileges are not otherwise provided for directly in the LAFC Lease Documents, then Commission (and, as applicable, District) agree that LAFC shall have the benefit of all such rights, benefits and privileges, without (1) subjecting USC to any additional liability, cost or expense beyond USC's then-existing obligations and liabilities under the USC Lease which shall remain unchanged, subject to the terms of this Agreement, (2) limiting, modifying, waiving, releasing, terminating or otherwise adversely affecting any Party's rights or interests under any of the Master Agreements, and (3) USC or LAFC being deemed in default under any of the Master Agreements, provided that such rights, benefits and privileges are exercised or used in compliance with the LAFC Lease. The terms of this Section 3.3.1 will not apply to USC signage rights or to USC lease options (options to lease or options to extend the term under a lease), subject to the terms of the Tri-Party Agreement.

3.3.2 In addition to terms of Section 3.1.1 above, and notwithstanding anything to the contrary contained in the USC Lease, Commission (and to the extent applicable, District) acknowledge and agree as follows:

(i) Commission shall have no right to possess or use any portion of the LAFC Premises pursuant to Section 4.5 of the Current USC Lease.

(ii) LAFC shall have no obligation to hire or retain any employees of Commission under Article 7 of the Current USC Lease.

(iii) Commission Events under Section 6.1 of the USC Lease apply solely to the Coliseum and not to the LAFC Premises or the Stadium.

(iv) Commission and District acknowledge and agree that the restrictions on naming rights, signage and advertising in Section 8.2(c) of the Current USC Lease related to (i) compliance with NCAA or PAC-12 rules or policies ("**Collegiate Restriction**{ XE "Collegiate Restriction" }"), and (ii) compliance with International Olympic Committee rules or policies ("**Olympic Restriction**{ XE "Olympic Restriction" }") which, together with the Collegiate Restriction is sometimes collectively referred to herein as the "**Signage Restrictions** { XE "Signage Restrictions" }"), are hereby modified, supplemented and clarified as follows:

(A) The Collegiate Restriction does not apply to LAFC, the LAFC Lease, the LAFC Premises, MLS Games or other LAFC Events; provided, however, LAFC acknowledges that the Collegiate Restriction may apply on a temporary basis with respect to (and only during) any permitted USC use of the Stadium Field pursuant to a USC Field Event; and

(B) The Olympic Restriction will apply to the Stadium only if any Olympic event is permitted to be held at the Stadium and then only to the extent

required under International Olympic Committee rules or policies in connection with such event.

Notwithstanding the foregoing, Commission and District acknowledge and agree that, if at any time the Signage Restrictions are applicable on a temporary basis in the future, LAFC will not be required to modify, cover or remove any permanently installed exterior signage or advertising device or medium on the LAFC Premises, including any building or free-standing exterior signs, but LAFC will be deemed to comply with the applicable Signage Restrictions if it causes any violating sign or advertisement that is located in the Stadium Building and is visible from the Stadium Field to be covered, turned off or otherwise not viewable from the Stadium Field during the applicable permitted USC Field Event or Olympic event (and only during such event).

(v) Commission shall deliver the Landlord Reports (as defined in Section 14.2 of the Current USC Lease) to LAFC simultaneous with their delivery to USC; provided, however that no failure to do so shall subject Commission to any liability.

3.4. Additional Agreements of Commission. Without limiting or modifying any other terms of this Agreement, including the consent in Section 3.1 above, and in consideration of the substantial investment to be made by LAFC in connection with the redevelopment of the LAFC Premises, Commission hereby acknowledges and agrees as follows:

(i) The execution, delivery, and performance of, and compliance with, the LAFC Lease by USC and/or LAFC, including LAFC's use, exercise or performance of, or compliance with, any of the LAFC Lease Rights shall not be deemed or constitute a breach of or a default under any of the Master Agreements.

(ii) Commission agrees that it will not enter into any transaction or agreement, modify or terminate any existing document or agreement, or undertake any action or proceeding with respect to or affecting the LAFC Premises or the Project or the use or operation thereof, which would in any manner (A) conflict with the terms of the LAFC Lease Documents, including anything that would limit, interfere with, delay or otherwise materially and adversely affect LAFC's Lease Rights and the exercise thereof by LAFC including, without limitation, the uses of the LAFC Premises under the LAFC Lease, the use of any portions of the District Property pursuant to this Agreement, the OEA or any other agreement mutually approved by District and LAFC with respect to any use of the District Property and the operation of any permitted business operation, event or activity on the LAFC Premises as provided in the LAFC Lease Documents, (B) subject LAFC to any additional cost, liability or expense not otherwise expressly provided in or contemplated by the LAFC Lease Documents, or (C) unreasonably interfere with, prevent, delay or disrupt any construction or maintenance activities being performed by or on behalf of LAFC in accordance with the terms of the LAFC Lease, including any Final Approvals obtained by LAFC in connection therewith.

(iii) Commission agrees to cooperate with LAFC in all reasonable respects concerning the effectuation of any activity permitted by the LAFC Lease Documents that may require the participation of Commission either as ground tenant under the Sports Arena Ground Lease or landlord under the Current USC Lease or with respect to any matter requiring the consent of Commission under any of the Master Agreements, including LAFC's efforts to obtain all Final Approvals required by LAFC (A) for the Project and LAFC's use of the LAFC Premises as required by LAFC under and pursuant to the LAFC Lease, (B) to perform any Construction, Restoration or other maintenance or repair work, including necessary replacements permitted

under the LAFC Lease, (C) with respect to its contest rights under the LAFC Lease, and (D) to accomplish any tax division contemplated under the LAFC Lease to cause the LAFC Premises to be separately assessed from the balance of the Master Premises. Notwithstanding the foregoing, Commission's obligation to cooperate will not apply to the extent that any matter requiring Commission's cooperation would (1) materially and adversely affect the Commission or its interest in the Master Premises, (2) subject Commission to any material cost, expense, obligation or liability, or (3) render Commission or any portion of the Master Premises to be in violation of any applicable Laws, and except as provided herein, Commission's cooperation shall not be unreasonably withheld, conditioned or delayed. If Commission reasonably determines that any matter for which LAFC requires its cooperation hereunder would result in a situation described in any of clauses (1), (2) or (3) above, then Commission shall promptly notify LAFC and Commission and LAFC shall thereafter agree to meet and confer to resolve such matter to Commission's reasonable satisfaction. Subject to the terms of this Section 3.4(iii), in connection therewith, Commission agrees to (a) review any submittals furnished by LAFC, (b) execute any application or petition required to be signed by Commission as landlord under the Current USC Lease or tenant under the Sports Arena Ground Lease, (c) execute, consent to or acknowledge any public utility easements or agreements required to provide utility service to the LAFC Premises, including all Improvements located thereon, in such form as may be reasonably acceptable to Commission, and (d) execute a waiver, disclaimer or subordination, as the case may be, in favor of any Leasehold Mortgagee, holder of any Equipment Lien or other bona fide third party lender providing financing to LAFC, of any ownership and/or lien rights which Commission may have or claim in connection with (I) any salvage material from demolition of the Sports Arena, (II) all Improvements made to the LAFC Premises during the Term of the LAFC Lease, including the Stadium (other than Commission's reversionary interest therein), (III) all Stadium Equipment acquired and/or installed by or on behalf of LAFC (other than Commission's reversionary interest therein to the extent that any Stadium Equipment constitutes a real property fixture), (IV) all of LAFC's FF&E, and (V) any other tangible and intangible property of LAFC, including, without limitation, plans, specifications, Project Contracts, Project Revenues, inventory, accounts, books, records or other assets. Commission's agreements in this Section 3.4 shall be without cost or expense to Commission, and LAFC agrees to (x) indemnify, defend and hold Commission harmless from and against any and all claims, demands, damages, liabilities, costs and expenses (including reasonable attorneys' fees) which Commission may pay, suffer or incur by cooperating with LAFC hereunder, and (y) reimburse Commission for all reasonable third party out-of-pocket costs and expenses incurred by Commission in connection with its performance under this paragraph.

(iv) Commission hereby agrees that Sections 12 and 13.1 of the Current USC Lease will not apply to LAFC, the LAFC Lease, the LAFC Premises or serve to limit, modify or adversely affect LAFC's Lease Rights, and Commission hereby waives all terms, notices, covenants, conditions and provisions in any of the Master Agreements related to the closure and redevelopment of the Sports Arena, including any termination rights that Commission may have thereunder, including any termination right under Section 12.2 of the Current USC Lease. Anything in any of the Master Agreements to the contrary notwithstanding, Commission acknowledges that the Project is an authorized redevelopment of the Sports Arena Property and that, in conjunction with USC's delivery of the LAFC Premises to LAFC under the LAFC Lease, USC may cease operations of the Sports Arena. The terms of the foregoing waiver shall inure to the benefit of USC for so long as the LAFC Lease remains in effect and in no event will USC be or be deemed in default or breach under any of the Master Agreements related to the closure of the Sports Arena and the Initial Development of the Stadium by LAFC under and pursuant to the LAFC Lease or to any other construction, alteration, renovation or restoration activity undertaken by LAFC in compliance with the LAFC Lease or, as applicable, this Agreement.

(v) Commission hereby acknowledges and agrees that it will not have the right to the use of any patents, tradenames, trademarks, trade secrets, copyrights or other intellectual property owned by LAFC or MLS in any context without the prior written consent of LAFC.

(vi) Commission acknowledges and agrees with the terms of Section 2.4(viii) above.

(vii) Anything to the contrary in the Master Agreements notwithstanding, after the Initial Development of the Project, Commission will have no further approval rights with respect to any alterations, additions or improvements on the LAFC Premises, including any Construction that is internal to any building, except in connection with any material exterior building alteration, improvement or addition or any expansion of the Stadium Building. The terms of the foregoing waiver of approval rights shall inure to the benefit of USC for so long as the LAFC Lease remains in effect and in no event will USC be or be deemed in default or breach under any of the Master Agreements related to any other construction, alteration, renovation, or restoration activity undertaken by LAFC in compliance with the LAFC Lease or, as applicable, this Agreement.

(viii) Commission acknowledges and agrees that the thirty (30) day time period set forth in Section 13.4 of the Current USC Lease will, with respect to the LAFC Lease and LAFC Premises, be amended to ninety (90) days (but in any case within fifteen (15) days after receipt of notice of commencement of any foreclosure proceedings).

3.5 Closing Ceremony. LAFC agrees to cooperate with Commission with respect to the scheduling of a closing ceremony that Commission would like to host, at Commission's expense, with respect to the Sports Arena prior to the demolition of the Sports Arena; provided, however, Commission acknowledges that such cooperation and scheduling cannot unreasonably delay LAFC's construction schedule for the Stadium Project.

4. Recognition, Non-Disturbance and Attornment.

4.1. Recognition and Non-Disturbance. As a material inducement to LAFC to enter into the Ground Lease and to make a substantial investment in the LAFC Premises in connection with the redevelopment of the Sports Arena Property (and the development, construction, operation and use of the Project and Stadium) based on a sub-subleasehold interest in the LAFC Premises, the District and Commission have agreed to provide LAFC with the following recognition and non-disturbance agreements and assurances:

(i) If, during the Initial Term of the LAFC Lease, (A) the Sports Arena Ground Lease terminates, and/or (B) the interest of the Commission in the LAFC Premises is terminated, and if at such time the USC Lease remains in effect, then:

(1) the USC Lease will continue as a direct lease with District;

(2) District acknowledges and agrees that the LAFC Lease Documents (and all of LAFC's Lease Rights) will remain unchanged and continue in full force and effect with the LAFC Lease then being a sublease between USC and LAFC; and

(3) this Agreement, including District's recognition and non-disturbance agreements contained herein with respect to LAFC, the LAFC Lease Documents and the LAFC Lease Rights, shall remain unchanged and in full force and effect in accordance with their respective terms, except that Commission shall have no further rights under any of the LAFC Lease Documents or Master Agreements.

(ii) If, during the Initial Term of the LAFC Lease, (A) the USC Lease expires, terminates (whether in whole or in part as to the LAFC Premises) or is nullified, and/or (B) the interest of USC in the LAFC Premises is terminated, and if at such time the Sports Arena Ground Lease remains in effect, then:

(1) the Sports Arena Ground Lease will continue as a direct lease between District and Commission;

(2) District acknowledges and agrees that (a) the LAFC Lease Documents (and all of LAFC's Lease Rights) will remain unchanged and continue in full force and effect with the LAFC Lease then being a sublease between Commission and LAFC, and (b) this Agreement, including District's recognition and non-disturbance agreements contained herein with respect to LAFC, the LAFC Lease Documents and the LAFC Lease Rights, shall remain unchanged and in full force and effect in accordance with their respective terms, except that USC will have no further rights under any of the LAFC Lease Documents or Master Agreements; and

(3) Commission agrees that (a) the LAFC Lease and LAFC Lease Rights will not be terminated or disturbed in any manner, (b) the LAFC Lease will be recognized by Commission as a direct lease between Commission and LAFC in accordance with all of the terms, conditions and provisions of the LAFC Lease, and (c) the LAFC Lease Documents (and all of LAFC's Lease Rights) will remain unchanged and continue in full force and effect, except that USC will have no further rights under any of the LAFC Lease Documents.

The foregoing recognition agreement is not intended to limit any remedies available to the landlord under the LAFC Lease in the event of a Default by LAFC thereunder which continues after receipt of a Notice of Default by LAFC, MLS and any Leasehold Mortgagee and the expiration of any applicable cure period or cure rights thereunder.

(iii) If, at any time during the Term of the LAFC Lease, including any Extension Term, (A) the USC Lease expires or terminates (whether in whole or in part as to the LAFC Premises), and/or (B) the interest of USC in the LAFC Premises is terminated, and if at such time the USC Lease was a direct lease between District and USC as a result of the prior expiration or termination of the Sports Arena Ground Lease and/or Commission's rights and interests thereunder (i.e., all Master Leases have expired or terminated), then District agrees that (1) the LAFC Lease and LAFC Lease Rights will not be terminated or disturbed in any manner, (2) the LAFC Lease will be recognized by District as a direct lease between District and LAFC in accordance with all of the terms, conditions and provisions of the LAFC Lease, and (3) the LAFC Lease Documents (and all of LAFC's Lease Rights) will remain unchanged and continue in full force and effect, except that Commission and USC will have no further rights under any of the LAFC Lease Documents or Master Agreements. The foregoing recognition agreement is not intended to limit any remedies available to the landlord under the LAFC Lease in the event of a Default by LAFC thereunder which continues after receipt of a Notice of Default by LAFC, MLS and any Leasehold Mortgagee and the expiration of any applicable cure period or cure rights thereunder.

4.2. Non-Disturbance. Without limiting or modifying the terms of Section 4.1 above, the Parties acknowledge and agree that for so long as the LAFC Lease is in full force and effect and no Default remains uncured by LAFC under the LAFC Lease after receipt of Notice of Default by LAFC, MLS and any Leasehold Mortgagee and the expiration of any applicable cure period or cure rights

thereunder, the LAFC Lease Documents and all LAFC Lease Rights will continue in full force and effect in accordance with their respective terms and shall not be terminated, interfered with, disturbed, impaired, diminished, or otherwise adversely affected in any manner as a result of (i) the expiration or termination of any Master Lease, (ii) the exercise of any right or remedy available to District or Commission, as the case may be, against the tenant under any of the Master Leases or otherwise in connection with any of the Master Agreements, or (iii) any other act or omission of District or Commission. If any action or proceeding is commenced by District or Commission pursuant to any of the Master Agreements, LAFC shall not be named as a party therein unless such joinder shall be required by Law, and LAFC shall not thereby be subjected or exposed to any liability, cost or expense, and such joinder shall in no event create or cause a result which is contrary, inconsistent with or in violation of the preceding sentence in this Section 4.2, and such action or proceeding shall be made subject to the LAFC Lease Documents and all of the LAFC Lease Rights thereunder. For clarity, the Parties further acknowledge and agree that a default by LAFC under any of the LAFC Lease Documents (other than the LAFC Lease) will in no event be deemed a default by LAFC under the LAFC Lease without in any manner limiting or modifying the remedies available to a non-defaulting Party under any of the other LAFC Lease Documents.

4.3. Attornment. LAFC agrees that if District or Commission or any successor to either Party succeeds to landlord's interest under the LAFC Lease pursuant to Section 4.1 hereof (a "**Successor Landlord**{ XE "Successor Landlord" }"), LAFC will recognize and attorn to the Successor Landlord as landlord under the LAFC Lease as provided herein. Such attornment shall be self-operative without the necessity of the execution of any additional documentation. LAFC agrees, however, to execute any reasonable confirmatory instrument requested by a Successor Landlord to acknowledge such attornment. The Successor Landlord shall recognize and be bound to LAFC under all of the terms, covenants, provisions and conditions of the LAFC Lease in accordance with and subject to the terms of Sections 4.1 and 4.2 above; provided, however, notwithstanding any contrary term or provision in this Agreement, a Successor Landlord will not be: (i) liable for any act or omission of any prior landlord or any other person or entity, or obligated to cure any then-existing breach or default by any prior landlord under the LAFC Lease except to the extent that any Non-Monetary Default is continuing at the time of succession (a "**Continuing Default**{ XE "Continuing Default" }") such that, upon the giving of notice to Successor Landlord and the expiration of any applicable cure period, such Continuing Default remains uncured, then such Continuing Default will constitute a Default by Successor Landlord under the LAFC Lease; (ii) subject to any offsets, defenses or claims which LAFC may have against any prior landlord, except that (A) to the extent a Successor Landlord pursues any claim under the LAFC Lease attributable to a period prior to the date of succession, then LAFC will not be waiving any rights hereunder with respect to any such pre-succession claim, and (B) a Successor Landlord will have no right, title or interest in any Rent Set-Off Amount held in escrow under the LAFC Lease at the time of succession and nothing herein will limit or modify LAFC's rights with respect to such funds; (iii) liable to LAFC for any Trust Funds or other amounts paid to and/or held by any prior landlord (or any other party on behalf of any prior landlord) except to the extent such Trust Funds or other amounts have been transferred to the Successor Landlord; (iv) bound by any pre-payments made by LAFC under the LAFC Lease, other than rents and other payments for the then-current rent payment period required to be made in advance under the terms of the LAFC Lease, or any Rent Set-Off Amount deposited into escrow thereunder with respect to such period; or (v) bound by any amendment or modification that would materially and adversely affect a Successor Landlord, consisting of any such amendment or modification that (A) decreases rent obligations in any material respect, (B) decreases Tenant's obligations or liabilities or Landlord's rights or remedies, in any material respect, or (C) increases Landlord's obligations or liabilities or Tenant's rights or remedies in any material respect.

4.4. Notice and Cure Rights. District agrees to provide LAFC with a copy of any and all notices (or other material correspondence, or communications) of any kind delivered or received by such Party under or related to any of the Master Agreements or any portion of the District Property that may

affect LAFC, the LAFC Premises, the LAFC Lease Documents or the LAFC Lease Rights, including (A) matters related to parking or scheduling rights or issues, (B) all default notices under any of the Master Agreements, (C) any other matters related to Exposition Park, including events, meetings, hearings or other material matters, and (D) Real Estate Taxes (including any bill or statement or any reassessment notice received by such Party) affecting the LAFC Premises; provided, however, District's failure to give LAFC notice shall not limit or modify District's rights under any applicable Master Agreement. Commission agrees to provide LAFC with a copy of any and all notices delivered by or to Commission that may affect the LAFC Lease Documents, including all default notices under any of the Master Agreements; provided, however, Commission's failure to give LAFC notice shall not limit or modify Commission's rights under any applicable Master Agreement or impose any obligations upon Commission. Without limiting or modifying the foregoing:

(i) District agrees to deliver written notice to LAFC with respect to (A) any default by USC under any of the Master Agreements by USC, which notice will be delivered to LAFC concurrently with District's delivery of any notice of default to USC and contain a description of the nature and extent of such default, (B) the commencement of any legal action by District against USC under any of the Master Agreements, (C) any proposed cancellation or termination of a Master Agreement, which notice shall be delivered to LAFC at least fifteen (15) days prior to the effective date of such cancellation or termination, and (D) any proposed transfer of a Master Agreement or the Master Premises (or any interest in either) by any party thereto, which notice shall be delivered to LAFC at least fifteen (15) days prior to the effective date of such transfer and shall contain a description of the interest being transferred and the transferee thereof. District agrees that LAFC shall have the right (but not the obligation) to cure any default by USC under any Master Agreement within the same amount of time that USC may have to cure such default, with such period commencing after the expiration of USC's applicable cure period thereunder and USC's failure to either cure such default or to commence to cure such default and thereafter to diligently prosecute the cure thereof to completion, in which event District agrees to accept such cure as fully as if such cure had been paid or performed by USC, and USC shall reimburse LAFC for any reasonable amount paid and any reasonable expense or contractual liability so incurred in accordance with the terms of Section 23.8.2 of the LAFC Lease.

(ii) Commission agrees to deliver written notice to LAFC with respect to (A) any default by USC under the Current USC Lease, which notice will be delivered to LAFC concurrently with Commission's delivery of any notice of default to USC and contain a description of the nature and extent of such default, (B) the commencement of any legal action by Commission against USC under the Current USC Lease, (C) any proposed cancellation or termination of the Current USC Lease, which notice shall be delivered to LAFC at least fifteen (15) days prior to the effective date of such cancellation or termination, and (D) any proposed transfer of the Current USC Lease or the Master Premises (or any interest in either) by either Commission or USC, which notice shall be delivered to LAFC at least fifteen (15) days prior to the effective date of such transfer and shall contain a description of the interest being transferred and the transferee thereof. Commission agrees that LAFC shall have the right (but not the obligation) to cure any default by USC under the Current USC Lease within the same amount of time that USC may have to cure such breach, with such period commencing after the expiration of USC's applicable cure period thereunder and USC's failure to either cure such default or to commence to cure such default and thereafter to diligently prosecute the cure thereof to completion, in which event Commission agrees to accept such cure as fully as if such cure had been paid or performed by USC, and USC shall reimburse LAFC for any reasonable amount paid and any reasonable expense or contractual liability so incurred in accordance with the terms of Section 23.8.2 of the LAFC Lease.

The Parties acknowledge and agree that nothing contained in this Section 4.4 shall in any manner be deemed to limit, modify, release, waive, terminate or otherwise adversely affect any of the other terms and provisions of this Agreement.

4.5. Termination or Modification of Master Agreements. District and Commission agree that any Master Agreement to which it is a party will not be terminated (by mutual and voluntary assent, as opposed to pursuant to a vested termination right contained therein as of the Effective Date of this Agreement), modified or amended during the Term of the LAFC Lease in any manner that would materially and adversely affect LAFC without the prior written consent of LAFC as hereinafter provided. The Parties acknowledge that LAFC's consent may be withheld in its sole and absolute discretion with respect to any termination of a Master Agreement or with respect to any amendment or modification thereof, but only to the extent that such amendment or modification would (i) terminate, decrease, limit, impair, restrict, interfere with, prevent, delay or otherwise materially and adversely affect LAFC's Lease Rights and the exercise thereof by LAFC including, any permitted uses under the LAFC Lease Documents, the operation of any permitted business operation, event or activity on the LAFC Premises as provided in the LAFC Lease Documents and/or any remedy available to LAFC, (ii) subject LAFC to any additional cost or expense not otherwise expressly provided in or contemplated by the LAFC Lease Documents, including anything that would increase LAFC's obligations or liabilities under the LAFC Lease Documents, or (iii) unreasonably interfere with, prevent, delay or disrupt any construction or maintenance activities being performed by or on behalf of LAFC in accordance with the terms of the LAFC Lease and any Final Approvals obtained by LAFC in connection therewith; otherwise LAFC shall have no approval or consent right with respect to any termination, modification or amendment of any Master Agreement. District and Commission further agree that any modification of the Master Agreements made in violation or breach of this Section 4.5 shall not be binding upon, and shall be of no force or effect with respect to, LAFC, the LAFC Lease, the LAFC Premises or the LAFC Lease Rights.

5. **Representations and Warranties of LAFC.** LAFC represents, warrants and covenants to District and Commission as follows:

5.1. **Organization and Authority.** LAFC is duly organized, validly existing and in good standing under the Laws of the State of Delaware. LAFC is authorized to transact business in the State of California. LAFC has full power and authority to enter into and perform this Agreement in accordance with its terms, and the persons executing this Agreement on behalf of LAFC have been duly authorized to do so, and neither the execution of this Agreement nor the consummation of the transactions they contemplate violates or will result in a violation of (i) any agreement (including LAFC's organizational documents) or contract to which LAFC is a party or is bound, (ii) any judgment, order, writ, injunction or decree issued against or imposed upon LAFC, or (iii) any applicable Law. This Agreement constitutes the valid, legal and binding agreements and obligations of LAFC enforceable against LAFC in accordance with the terms hereof.

5.2. **LAFC Lease. Exhibit C** attached hereto is a true, correct and complete copy of the LAFC Lease, which together with the other LAFC Lease Documents and Master Agreements constitute the entire agreement of LAFC with respect to the lease and use of the LAFC Premises. As of the Effective Date of this Agreement, the LAFC Lease has not been amended or modified in any manner or respect.

6. **Representations, Warranties and Covenants of District.** The District represents and warrants to LAFC as follows:

6.1. Due Authorization and Execution. District is duly organized, validly existing and in good standing under the Laws of the State of California, and authorized to transact business in, the State of California. District has full power and authority to enter into and perform this Agreement in accordance with its terms, and the persons executing this Agreement on behalf of District have been duly authorized to do so, and neither the execution of this Agreement nor the consummation of the transactions they contemplate violates or will result in a violation of (i) any agreement (including District's organizational documents), contract, or other covenant, condition or restriction to which District is a party or is bound, including the Master Agreements, (ii) any judgment, order, writ, injunction or decree issued against or imposed upon District, the Master Premises or any other portion of the District Property, or (iii) any applicable Law. This Agreement constitutes the valid, legal and binding agreements and obligations of District enforceable against District in accordance with the terms hereof.

6.2. Master Agreements. Exhibit N-1 (Commission Ground Leases), Exhibit N-2 (Current USC Lease), Exhibit N-3 (USC NDA), Exhibit N-4 (Sports Arena Option Agreement) and Exhibit N-5 (Joint Powers Agreement) in the forms attached to the LAFC Lease are true, correct and complete copies of the Master Agreements, and the Master Agreements constitute the entire agreement of District, Commission and USC with respect to Commission's lease of the Master Premises from District, USC's sublease of the Master Premises from Commission, USC's right to directly lease the Master Premises from District following the expiration or earlier termination of the Current USC Lease, and USC's use, parking and scheduling rights in Exposition Park. As of the Effective Date of this Agreement: (i) the Master Agreements have not been amended or modified in any manner or respect, except as set forth on said Exhibits N-1 through N-5 of the LAFC Lease, and except as provided in the LAFC Lease Documents; (ii) no notice of default or termination has been given or received by District under any of the Master Agreements, no default or event of default exists as of the Effective Date of this Agreement, and no act, event or condition has occurred which, with the giving of notice or passage of time, or both, will give rise to a default or event of default by any party to the Master Agreements after the Effective Date hereof, and each of the Master Agreements is in full force and effect and has not been terminated; (iii) other than the Commission Ground Leases, District has not entered into any lease or other occupancy agreement regarding the Master Premises, and has not approved and has no knowledge of any other lease, sublease or occupancy agreement in effect with respect to, or any option to lease or purchase any portion of the, Master Premises, other than the Current USC Lease and the LAFC Lease; (iv) District has not made any assignment, transfer or other disposition of any of the Master Agreements or its interest therein; and (v) District is the fee owner of the Master Premises, the Master Premises is free of any mortgage or other lien, claim, or encumbrance that is or would be superior to the Master Agreements or any of the LAFC Lease Documents, and there exist no other Persons possessing any applicable right, title or interest in and to any portion of the Master Premises that is required to be a party to this Agreement in order to render any of the terms hereof effective and binding as to District or which has or may have any right to consent or approve the terms hereof which are binding upon District and the Master Premises.

7. Representations, Warranties and Covenants of Commission. The Commission represents and warrants to LAFC as follows:

7.1. Due Authorization and Execution. The Commission is duly organized, validly existing and in good standing under the Laws of the State of California pursuant to the Joint Powers Agreement and authorized to transact business with respect to Master Premises in, the State of California. Commission has full power and authority to enter into and perform this Agreement in accordance with its terms, and the persons executing this Agreement on behalf of

Commission have been duly authorized to do so, and neither the execution of this Agreement nor the consummation of the transactions they contemplate violates or will result in a violation of (i) any agreement (including the Joint Powers Agreement), contract, or other covenant, condition or restriction to which Commission is a party or is bound, including the Master Agreements, (ii) any judgment, order, writ, injunction or decree issued against or imposed upon Commission, the Master Premises or any other portion of the District Property as to which Commission has actual knowledge, or (iii) any applicable Law. This Agreement constitutes the valid, legal and binding agreements and obligations of Commission enforceable against Commission in accordance with the terms hereof.

7.2. Master Agreements. Exhibit N-1 (Commission Ground Leases), Exhibit N-2 (Current USC Lease), and Exhibit N-5 (Joint Powers Agreement) in the forms attached to the LAFC Lease are true, correct and complete copies of such documents. The Sports Arena Ground Lease and the Current USC Lease constitute the entire agreement of District and Commission with respect to Commission's lease of the Master Premises from District, and the entire agreement between Commission and USC with respect to USC's sublease of the Master Premises from Commission. As of the Effective Date of this Agreement: (i) the Master Agreements have not been amended or modified in any manner or respect, except as set forth on said Exhibits N-1 through N-5 of the LAFC Lease, and except as provided in the LAFC Lease Documents; (ii) no uncured notice of default or termination has been given or received by Commission under any of the Master Agreements, to Commission's knowledge no default or event of default exists as of the Effective Date of this Agreement, and to Commission's knowledge no uncured act, event or condition has occurred which, with the giving of notice or passage of time, or both, will give rise to a default or event of default by any party to the Master Agreements after the Effective Date hereof, and each of the Master Agreements is in full force and effect and has not been terminated; (iii) other than the Commission Ground Leases and the Current USC Lease, Commission has not entered into any currently effective lease, sublease or other occupancy agreement regarding the Master Premises, and has not approved and has no knowledge of any other currently effective lease, sublease or occupancy agreement in effect with respect to, or any option to lease or purchase any portion of the, LAFC Premises, other than the LAFC Lease; (iv) Commission has not made any assignment, transfer or other disposition of any of the Master Agreements or its interest therein; and (v) Commission has no knowledge of any mortgage or other lien, claim, or encumbrance that is or would be superior to the Master Agreements or any of the LAFC Lease Documents, and to Commission's knowledge there exist no other Persons possessing any applicable right, title or interest in and to any portion of the Master Premises that is required to be a party to this Agreement in order to render any of the terms hereof effective and binding as to Commission or which has or may have any right to consent or approve the terms hereof which are binding upon Commission and the LAFC Premises.

8. Event Scheduling and Priority. All Exposition Park entities 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 8, a "**Related Entity**{ XE "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 8, 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.

8.1. Priorities. The scheduling of Special Events and Major Events in Exposition Park shall be on a “first-come, first-served” basis except as expressly set forth in this Section 8.1 and subject to Section 8.5 below.

8.1.1 USC shall have priority for calendaring its USC Home Football Games, as well as USC’s annual “Spring Game”, any NFL Games, Olympics or Special Olympics to be held in the Coliseum above all other Special Events and Major Events to be held in Exposition Park (collectively, “**Coliseum Priority Events**{ XE "Coliseum Priority Events" }”), including priority over the events described in Sections 8.1.2, 8.1.3, 8.1.4 and 8.1.5 below. USC shall provide its schedule for Coliseum Priority Events (other than Olympics and Special Olympics) as soon as such schedule is available and shall update it with the Exposition Park Manager as changes to the schedule are made, using commercially reasonable efforts to communicate such updates within three (3) business days of receipt of any such schedule changes.

8.1.2 Commission shall have priority for calendaring one Commission Event (as defined in the Current USC Lease) each year consisting of its annual July 4th celebration held at the Coliseum Property (the “**Commission Priority Event**”) above all other Special Events and Major Events to be held in Exposition Park, other than Coliseum Priority Events. Commission shall provide the Park Manager with its proposed date for the Commission Priority Event as soon as such date is available.

8.1.3 LAFC shall have priority for calendaring MLS Home Games (as hereinafter defined) above all other Special Events and Major Events to be held in Exposition Park, other than Coliseum Priority Events and the Commission Priority Event (“**MLS Home Game Priority Events**{ XE "MLS Home Game Priority Events" }”) or as otherwise expressly provided in the LAFC Lease, including priority over the events described in Sections 8.1.4, 8.1.5 and 8.1.6 below. LAFC shall provide its schedule for MLS Home Games as soon as such schedule is available and shall update it with the Exposition Park Manager as changes to the schedule are made, using commercially reasonable efforts to communicate such updates within three (3) business days of receipt of any such schedule changes. The Parties acknowledge that MLS shall be a direct intended third party beneficiary of LAFC’s event scheduling rights provided in this Agreement with respect to the LAFC Special Events that include any MLS Games.

8.1.4 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 Priority Events** { XE "Significant Museum Priority Events" }” that preclude any other USC or LAFC Event from being subsequently scheduled for the same date and at times that coincide or overlap with the time of such Significant Museum Priority Event, provided that (i) Significant Museum Priority Events cannot preclude a Coliseum Priority Event, the Commission Priority Event, a MLS Home Game Priority Event or other Events already scheduled on the Exposition Park calendar (“**Prior Scheduled Events**{ XE "Prior Scheduled Events" }”), (ii) in no event will such preclusion occur more than two (2) Saturdays in any given calendar month, and (iii) with respect to the Natural History Museum, the Natural History Museum will use its best efforts to ensure that only one of its three Significant Museum Priority Events per year, if any, will occur on a weekend day.

8.1.5 In addition to the Significant Museum Priority Events, each of California Science Center and CAAM shall have priority to schedule up to nine (9) Museum Events each year (the “**Additional Museum Events**{ XE "Additional Museum Events" }”), provided that Additional Museum Events cannot preclude Coliseum Priority Events, the Commission Priority Event, MLS Home Game Priority Events, Significant Museum Priority Events or any Prior Scheduled Events. If an Additional Museum Event is scheduled, USC or LAFC may schedule an event or Special Event that coincides or overlaps with the Additional Museum Event, so long as the anticipated attendance for the USC or LAFC event or Special Event does not exceed 16,000. If USC or LAFC wishes to schedule a Special Event with an attendance in excess of 16,000 or a Major Event, and such Special Event or Major Event would coincide or overlap with a scheduled Additional Museum Event, USC or LAFC, as the case may be, and the Exposition Park entity that scheduled such Additional Museum Event shall use best efforts in good faith to achieve a commercially reasonable coordination of the two events so as not to preclude either event. To the extent such events would coincide or overlap and cannot reasonably be coordinated to both occur concurrently, the parties agree to use reasonable efforts to determine if the Additional Museum Event can be moved without significant adverse impact to California Science Center or CAAM at the expense of USC or LAFC, as the case may be, and/or the event promoter and, if so, the Additional Museum Event shall be moved. To the extent such events would coincide or overlap and cannot be coordinated to both occur concurrently, and if the Additional Museum Event cannot be moved without significant disruption to California Science Center or CAAM, and therefore the USC or LAFC Event, as the case may be, over 16,000 in attendance cannot occur, in no event will such preclusion occur more than two (2) Saturdays in any given calendar month.

8.1.6 In addition to the Significant Museum Priority Events and Additional Museum Events, (i) each of California Science Center and CAAM shall have priority to calendar up to twelve (12) Special or Major Events each year, (ii) the Natural History Museum shall have priority to calendar up to twenty-one (21) Special or Major Events each year, and (iii) 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, such Special or Major Events do not interfere with any Coliseum Priority Events, the Commission Priority Event, MLS Home Game Priority Events, Significant Museum Priority Events or any other Prior Scheduled Events. Such calendaring priority shall also be subject to Section 8.2 below. As between Additional Museum Events, Museum Events that are Special Events and Museum Events that are Major Events, the scheduling priority shall be equal based on “first in time.”

8.1.7 Subject to the foregoing priorities, each of the Exposition Park entities may, at their sole discretion, calendar any other event, and the parking for any such event so calendared by an Exposition Park entity shall be subject to Section 9 below.

8.2. Timing of Requests. 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 (1) 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 Exposition Park entities coincide or overlap (other than the coincidence/overlap expressly provided for in Section 8.1.4 above) 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 or otherwise available in connection with an LAFC Event pursuant to the LAFC Lease, 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 Section 8.1 above). 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, subject to the first paragraph of this Section 8 above.

8.3. Events by Manager. The Exposition Park Manager independently may also place events on the Exposition Park calendar, subject to all of the priorities described in Section 8.1 above, and provided that no such event may preclude any Exposition Park entity from scheduling an event that coincides or overlaps with an event independently scheduled by the Exposition Park Manager. If any swap meets are scheduled in Parking Lots 1- 6, load out must be completed by 4:00 p.m. 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.

8.4. Consistent Conflicts. Section 6.1(g) of the USC NDA as to USC shall relate solely to the Coliseum and shall be interpreted to exclude all references to the Sports Arena and any Events held at the Sports Arena. Notwithstanding anything in Sections 8.1 through 8.4 hereof to the contrary, if, at any time after the opening of the Stadium, LAFC is able to demonstrate that it has lost Events that could have been scheduled at the Stadium and that such lost opportunities were reasonably attributable to calendaring conflicts between LAFC and the other Exposition Park entities, then at any time thereafter, at the written request of LAFC (which may be via email), LAFC and District shall meet and confer to negotiate an amendment to this Section 8 to address the scheduling of Museum Events with under 3,000 in attendance, which amendment shall be reasonably satisfactory to both LAFC and District. If: (i) following LAFC's request to meet and confer, LAFC and District do not reach agreement on such scheduling and/or have not executed an amendment to this Agreement memorializing such new scheduling on or before the date that is six (6) months after the date of LAFC's written request to meet and confer; or (ii) the provisions of Section 6.1(g) of the USC NDA shall apply, then Section 8.1.3 hereof and Section 6.1(c)(i) of the USC NDA automatically shall be amended and restated to read as follows:

“The Natural History Museum, California Science Center 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 or LAFC event from being subsequently scheduled for the same date and at times that coincide or overlap with the time of such Significant Museum Event, provided that (A) Significant Museum Events cannot preclude [*in the USC NDA add: USC Home Football Games, NFL Games, Olympics, Special Olympics, the Commission Priority Event (as defined in the LAFC NDA), MLS Games (as defined in the LAFC NDA) or other Events already scheduled on the Exposition Park calendar*] [*in this Agreement add: any Coliseum Priority Events, the Commission Priority*

Event, MLS Home Game Priority Events, Significant Museum Priority Events or any Prior Scheduled Events], and (B) in no event will such preclusion occur more than two (2) Saturdays in any given calendar month. The Natural History Museum, California Science Center 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.” *[For this Agreement, each reference to “Significant Museum Event” above should be changed to “Significant Museum Priority Event”].*

8.5. 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 8.1 hereof. 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.

9. Parking.

9.1. Temporary Uses of Parking Lot 6. District has agreed to grant to LAFC certain temporary rights to the use of District Parking Areas, in each case as more fully described in, and subject to the terms and conditions of, the OEA. Such temporary rights will include: (i) a temporary easement for the benefit of LAFC, the LAFC Premises and LAFC’s employees, agents and contractors for the use of up to 350 parking spaces in Parking Lot 6 in the area shown on Exhibit D-1 attached hereto for daily construction parking purposes, subject to the term of the OEA, provided that (A) such easement and right of use (whether pursuant to the provisions of this clause (i) preceding this proviso or pursuant to proviso (B) of this clause (i)) may not be exercised on a day when a Coliseum Parking Event (as defined in the OEA) is scheduled (any such day a “**Coliseum Parking Event Day**” { XE “**Coliseum Parking Event Day**” }”), and will terminate upon the completion of Project construction, and (B) if at any time District determines that Parking Lot 6 will not be available for LAFC’s use pursuant to this clause (i), then upon reasonable advance notice, the District shall have the right to temporarily substitute District Parking Areas in closest proximity to the LAFC Premises, with Parking Lot 4 and/or Parking Lot 5 having priority for use by LAFC to satisfy the construction period parking requirement pursuant hereto; (ii) a temporary easement for the benefit of LAFC, the LAFC Premises and LAFC’s employees, agents and contractors for the use of a portion of Parking Lot 6 in the area shown on Exhibit D-2 attached hereto for construction staging and access purposes, provided that such easement and right of use may not be exercised on a Coliseum Parking Event Day, and will terminate upon the completion of demolition of the Sports Arena; and (iii) the right to use Parking Lot 6 for up to two (2) community festivals per year, subject to the terms of the OEA and provided that such LAFC community festivals do not occur on a Coliseum Parking Event Day.

9.2. Daily Parking. At all times during the Term of the LAFC Lease, District agrees that LAFC shall have the easement and right to use, on a non-exclusive basis, up to 400 parking spaces in Parking Lot 6 on a daily, as-needed basis for any and all permitted uses of the LAFC Premises that do not otherwise qualify as an Event hereunder subject to Section 9.3, provided, that such easement and right of use will (i) not include overnight parking, (ii) not be available to LAFC on a Coliseum Parking Event Day, and (iii) be subject to the terms of the OEA.

9.3. LAFC Event Parking. The following terms and conditions shall apply during the Term of the LAFC Lease with respect to LAFC Parking Events (as hereinafter defined) held at the Stadium (or at the Coliseum as permitted under the LAFC Lease). As used herein, the terms: (i) “**LAFC Game Event**” shall mean any Special Events comprised solely of MLS Home Games; (ii) “**LAFC Other Special Event**” shall mean all Special Events held at the Stadium other than MLS Home Games, which Special Events may include MLS Games that are not MLS Home Games; and (iii) “**LAFC Events**” shall collectively mean all LAFC Game Events, LAFC Other Special Events and any other events of any kind on the LAFC Premises or otherwise sponsored or hosted in Exposition Park under the LAFC Lease Documents.

9.3.1 Throughout the Term of the LAFC Lease, State or District shall maintain ownership, management and operation of all of the District Parking Areas in Exposition Park, subject to LAFC’s right to supervise and oversee operation of MLS Game Parking (as hereinafter defined). If any of Parking Lots 1- 6 and/or the State Drive VIP area are changed as contemplated by Section 9.10 of this Agreement, then subject to the terms thereof, 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.

9.3.2 For any LAFC Game Event, LAFC Other Special Event at the Stadium or any LAFC Major Event held at the Coliseum, as the case may be (collectively, a “**LAFC Parking Event**”) during the Term of the LAFC Lease, at LAFC’s request, LAFC shall have 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 (i) the Science Center Structure for any LAFC Parking Event other than a LAFC Game Event, (ii) the NHM Reserved Spaces (except as set forth in Section 9.8), if applicable, and, (iii) if a LAFC Game Event occurs during the normal operating hours of the California Science Center and CAAM, excluding the CSC/CAAM Reserved Spaces (provided that for LAFC Game Events occurring outside of the normal operating hours of the California Science Center and CAAM, LAFC agrees that Exposition Park Manager shall reserve thirty (30) of the CSC/CAAM Reserved Spaces for use by CSC and CAAM). LAFC 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 LAFC placing the LAFC Event on the Exposition Park event calendar. If the Exposition Park Manager shall fail to respond within three (3) business days of LAFC’s placing an LAFC Parking Event on the Exposition Park event calendar, and if LAFC shall have included the amount of parking it believes necessary in conjunction with placing such LAFC Parking Event on the Exposition Park event calendar, the Necessary Parking Spaces shall be the number of parking spaces stated by LAFC.

9.3.3 For LAFC Parking Events held at the Stadium or Coliseum, LAFC 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 LAFC Parking Event begin. To the extent LAFC elects to purchase a special event parking permit, LAFC must elect to purchase at least twenty-five percent (25%) of the Necessary Parking Spaces for the LAFC

Parking Event in its initial purchase. The fee for the special event parking permit shall be equal to the product obtained by multiplying:

- (i) the sum of (A) the daily rate charged in Exposition Park for special events parking, and (B) a maintenance and security surcharge initially equal to Two Dollars (\$2.00) (the “**Security Surcharge**{ XE "Security Surcharge" }”), which Security Surcharge shall be adjusted on every fifth (5) anniversary of the Effective Date to increase by the percentage increase, if any, 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 5% higher than the CPI on the Effective Date, then the Security Surcharge would increase to Two and 10/100 Dollars (\$2.10)) (such sum for each parking space is hereinafter referred to herein as the “**L AFC Parking Event Fee**{ XE "L AFC Event Parking Space Fee" }”); and
- (ii) the initial number of parking spaces L AFC has determined to purchase under the special event parking permit, which fee shall be paid by L AFC within ten (10) days after ticket sales for the L AFC Parking Event begin.

In addition, if L AFC shall have purchased a special event parking permit for a L AFC Parking Event as described above, L AFC shall have the right on any date prior to the date that is thirty (30) days prior to the date on which the L AFC Parking Event is scheduled to occur, to extend the special event parking permit for such L AFC Parking Event to cover additional parking spaces (to the extent L AFC is entitled to use such parking spaces hereunder 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 8 of this Agreement) by paying the L AFC Parking Event Fee for such parking spaces. To the extent that additional parking spaces are necessary for the L AFC Parking Event, above and beyond the parking spaces purchased by L AFC under the special event parking permit for such L AFC Parking Event, the Exposition Park Manager shall be entitled to operate the additional parking spaces for the L AFC Parking 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 L AFC Parking 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 L AFC under the special event parking permit for the L AFC Parking Event (which may be zero spaces if L AFC elects not to purchase a special event parking permit for the L AFC Event), the Necessary Parking Spaces shall be available for the L AFC Parking Event on the date that the L AFC Parking Event shall occur and for the appropriate time period for such L AFC Parking Event, as commercially reasonably determined by the Exposition Park Manager in the manner described in Section 9.3.8 below.

9.3.4 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 L AFC Parking Event, such entity(ies) may elect, in its (or their) sole and absolute discretion, to (i) sell the NHM Reserved Spaces or the CSC/CAAM Reserved Spaces, as applicable, to L AFC Parking Event patrons at the L AFC Parking Event Fee per parking space or, upon request from L AFC, to sell some or all of such parking spaces to L AFC at such rate. 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)). 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 LAFC Game Event 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.

9.3.5 LAFC may elect to exclude the VIP Parking Areas from its special event parking permit in its sole and absolute discretion, provided, however, if LAFC 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 any LAFC Parking Event, 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. As used herein, the term "VIP Parking Areas" does not refer to any parking areas located on the LAFC Premises.

9.3.6 When LAFC has elected to purchase a special event parking permit for parking in Exposition Park for any LAFC Game Event or any other MLS Games, LAFC 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 "**MLS Game Parking** { XE "MLS 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 MLS Game Parking, ticket taking and overall customer service operations. If LAFC elects to oversee and supervise the MLS Game Parking for a season, LAFC shall notify District and the Exposition Park Manager of such election no later than ninety (90) days prior to that season's first MLS Home Game. Except as otherwise mutually agreed by LAFC and the Park Manager, the special event parking permit for MLS Game Parking shall be in effect at least three hours and thirty minutes prior to the applicable MLS Game until at least ninety minutes (90) minutes after the end of the MLS Game. Notwithstanding the period of time covered by such a permit, at the request of another Exposition Park entity, LAFC will use reasonable efforts to accommodate reasonably requested use of the MLS 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 MLS Game Parking will not and does not interfere with LAFC's game day operations or LAFC fan parking. In the event that LAFC elects to staff the parking operations at the MLS Game Parking in conjunction with LAFC's oversight and supervision, then (i) LAFC must staff the MLS Game Parking for the full time period the special event parking permit is in effect, and (ii) LAFC shall be responsible for paying any local government fees or charges that may apply as a result of LAFC staffing the MLS Game Parking. LAFC and the Exposition Park Manager shall coordinate parking operations of the Reserved Spaces on MLS Game days when LAFC is staffing the MLS 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. LAFC shall also maintain the insurance reflected on **Schedule 2** attached hereto insuring the periods when LAFC is staffing the MLS Game Parking. LAFC 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 LAFC's negligent acts or omissions or willful misconduct in connection with its staffing the MLS Game Parking, including, but not limited to, reasonable attorneys' fees and court costs. District and LAFC agree that whichever parties are responsible for oversight and supervision of MLS Game Parking and/or traffic management in Exposition Park related thereto, such parties shall cooperate with each other and otherwise use

good faith and diligent efforts to direct MLS Game Parking traffic into the surface level parking lots within the District Parking Areas nearest the Stadium and furthest away from the Science Center Structure for as long as may be reasonably possible in an effort to minimize the period of overlap between MLS Game Parking demand and the use of the Science Center Structure during normal operating hours for the California Science Center .

9.3.7 L AFC 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 L AFC 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 District Parking Areas.

9.3.8 Each special event parking permit will state the Permit Term for such special event parking permit.

9.4. Permit Process. Prior to the date of a L AFC Parking Event for which L AFC has purchased a special event parking permit, L AFC shall notify the Exposition Park Manager of the Designated Parking Rate for such L AFC Parking Event, which notification, notwithstanding anything to the contrary in Section 16 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, except as otherwise provided in Section 9.3.6 above. During the Permit Term for any special event parking permit, all parking purchased within 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, (i) 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 L AFC under the special event parking permit, and (ii) 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 L AFC under the special event parking permit and the remaining 200 parking spaces purchased would be credited to District). The District shall cause the Operator to remit to L AFC, within two (2) business days after the occurrence of a L AFC Parking Event for which L AFC shall have purchased a special event parking permit, an amount equal to the product obtained by multiplying (A) the lesser of (1) the number of parking spaces purchased during the Permit Term of such special event parking permit, and (2) the number of parking spaces purchased by L AFC under such special event parking permit, and (B) the Designated Parking Rate applicable to such L AFC Parking 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 (a) the Operator will comply with this Agreement, including the obligation to timely make all remittances to L AFC described above, (b) the Operator will afford L AFC the opportunity, upon L AFC's written request, within fifteen (15) days following the occurrence of a L AFC Parking Event for which L AFC 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, (c) the Operator will promptly, and in no event later than five (5) business days after demand, pay to L AFC any underpayment of any remittance due to L AFC pursuant to this Section, as evidenced in L AFC's audit of the Operator's books and records, and (d) that L AFC 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 (a) through (d), District shall cooperate with LAFC to cause LAFC to get the benefit of such clauses (so that District causes Operator to comply with the provisions of this Section, to afford a timely audit of Operator's books and records by LAFC or by an independent auditor reasonably satisfactory to LAFC, and to timely pay to LAFC any underpayment due to LAFC as identified by any such audit). On or before the Effective Date and thereafter upon LAFC's request, District shall provide evidence to LAFC reasonably satisfactory to LAFC that the provisions described in the immediately preceding sentence have been incorporated into District's then-current agreement with the Operator.

9.5. Events with No Permit. If LAFC schedules a LAFC Parking Event and elects not to purchase a special event parking permit for such LAFC Parking Event, then the parking rate for the parking provided for the LAFC Parking Event at District Parking Areas shall be set by the Exposition Park Manager in its sole discretion.

9.6. Sale of Reserved Spaces. Notwithstanding anything contained herein to the contrary, but subject to the order of parking attribution set forth in Section 9.4, District shall be permitted, in its sole and absolute discretion, to sell Reserved Spaces to patrons of LAFC Parking Events at the Coliseum or Stadium; however, in no event shall District sell or permit the sale of Reserved Spaces to patrons of any LAFC Parking Event at the Coliseum or Stadium for a price per parking space less than the Designated Parking Rate for such LAFC Parking Event.

9.7. Maintenance of Parking Areas. Throughout the term of the LAFC Lease, District shall maintain 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 LAFC 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 LAFC shall have elected to staff the parking operations at the MLS Game Parking in conjunction with LAFC's oversight and supervision, as provided in section 9.3.6, LAFC shall return District Parking Areas covered by such permit to District in same condition in which they were delivered to LAFC. In the event that District fails to maintain District Parking Areas in good order, condition and repair and in compliance with all Laws, LAFC 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, but may be shorter in the event of emergency. If District shall fail to cure such breach within the time period provided to cure the breach (which shall be as soon as reasonably practicable in the event of emergency), LAFC 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 LAFC owes or may owe District in the future under any LAFC Lease Documents ("Self-Help Rights{ XE "Self-Help Rights" }"). In the event that such breach constitutes an emergency or a threat of injury or death to visitors to Exposition Park, LAFC may immediately exercise Self-Help Rights without the need for notice to District. Notwithstanding the foregoing to the contrary, LAFC and District may negotiate adjustments in the special event permit fees in exchange for LAFC 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.

9.8. NHM Parking. LAFC and District acknowledge that the Natural History Museum may make some of the NHM Reserved Spaces available for a LAFC Parking Event. LAFC 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 LAFC Parking Events occur with attendance between 10,000 and 25,000 people. The Natural History Museum will tell LAFC 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 LAFC Parking Event in the Coliseum or Stadium.

9.9. Modernization of Systems. During the term of the LAFC 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 District Parking Areas, the management thereof and/or methods of collecting parking revenues, District and LAFC agree to meet and confer about such changes, including ensuring that ingress and egress from District Parking Areas is not unreasonably delayed or hindered by the implementation of such changes, and any resulting additional changes that may need to be made with respect to the oversight and supervision rights under this Agreement and/or the collection of parking remittances pursuant to Section 9.3.3 above.

9.10. Bus Parking. If any LAFC Parking Events is held on any weekday, the special event parking permit for such LAFC Parking Event may require that LAFC 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 LAFC, based on the venue in which the LAFC Event is to be held) until three (3) hours prior to the commencement of the LAFC Parking Event. If any LAFC Parking Event is held on a weekend, the special event parking permit for such LAFC Parking Event may require that LAFC 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 LAFC, based on the venue in which the LAFC Parking Event is to be held) until three (3) hours prior to the commencement of the LAFC Parking Event, provided that if the LAFC Parking 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 LAFC Parking Event shall require that LAFC 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 LAFC, based on the venue in which the LAFC Parking Event is to be held) until five (5) hours prior to the commencement of the LAFC Parking Event. In addition to the foregoing, LAFC 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 LAFC Parking Event, as applicable) until one (1) hour prior to the commencement of the LAFC Parking Event, which bus parking location shall be designated by LAFC either within Parking Lots 1 - 6 or at an alternative site designated by LAFC within a reasonable distance of Exposition Park, and (b) to the extent within the control of LAFC, facilitate ingress and egress for such buses to be able to drop off and pick up museum patrons from the applicable museum facility.

9.11. Exposition Park Master Plan. LAFC acknowledges that the implementation of the Exposition Park Master Plan (attached as Exhibit G to the USC NDA), 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 14 hereof, LAFC agrees (i) not to object to the implementation of the Exposition Park Master Plan, (ii) to comply with the Master Plan, and (iii) to cooperate with the implementation of the Master Plan with regards to other areas of Exposition Park, including the Coliseum Property and the LAFC Premises, provided in each case that (A) implementation of the Master Plan does not interfere with LAFC's Lease Rights or other violate any of the terms of Article 2 of this Agreement, (B) such implementation is performed at no cost, liability or expense to LAFC, and (C) LAFC shall not be obligated to incur any costs associated with its cooperation. Nothing set forth herein shall constitute LAFC's approval of, or consent to, any changes, amendments, or modifications to the Exposition Park Master Plan.

10. Limitation on Major Events. The Parties acknowledge and agree that (i) the limitation on Major Events in the Coliseum and Stadium (in lieu of the Sports Arena) in Section 8 of the USC NDA

Proskauer Rose LLP
Eleven Times Square
New York, NY 10036
Attention: Jon H. Oram, Esq.
Email: JOram@proskauer.com

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
Telephone: (916) 375-4025

Office of the Exposition Park Manager
700 Exposition Park Drive
Los Angeles, CA 90037
Telephone: (213) 744-7458

Natural Resources Agency
1416 Ninth Street, Suite 1311
Sacramento, CA 95814
Attn: Secretary, Natural Resources Agency
Telephone: (916) 653-5656

To Commission: Los Angeles Memorial Coliseum Commission
3911 S. Figueroa Street
Los Angeles, California 90037
Attention: Chief Administrative Officer
Fax: 213-748-5628;

with copies to:

Los Angeles County Counsel
648 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012-2713
Fax: 213-617-1142

and

Office of the City Attorney
200 North Main St., 7th Floor
Los Angeles, CA 90012
Fax: 213-978-7714

Notice of change of address or telephone numbers shall be given by written notice in the manner described in this Section 13. Each Party is obligated to notice all addresses listed above, and the failure to provide notice to all addresses will be deemed to constitute a lack of notice. The address to which notices may be mailed as aforesaid to any Party or notice party, may be changed by written notice given by the subject Party to the others, as hereinbefore provided. 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 Agreement related to the manner in which any notice or other written communication is to be provided hereunder, except as otherwise expressly provided in this Agreement.

14. Miscellaneous.

14.1. Successors and Assigns; Third Party Beneficiaries.

14.1.1 This Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors and assigns. For clarity, District is also known as the California Science Center pursuant to §4101 of the California Food and Agricultural Code.

14.1.2 Without in any manner limiting or modifying the terms of Sections 2 and 3 hereof, District and Commission hereby acknowledge and agree that (i) any transfer of this Agreement or the LAFC Lease, whether by operation of law, foreclosure or assignment, to MLS (or to any other party authorized by MLS pursuant to the terms of the LAFC Lease) or to any Leasehold Mortgagee or its assignee, shall be permitted without any consent or approval by District or Commission and that District or Commission shall recognize any such assignee as the successor to LAFC hereunder, with all of the rights accruing thereto, and (ii) MLS and any Leasehold Mortgagee shall be a direct, intended third party beneficiary of this Agreement and all of LAFC's rights hereunder.

14.1.3 The Parties further acknowledge and agree that USC is a direct, intended third party beneficiary of the terms of this Agreement that expressly inure to USC's benefit and shall have the right to enforce such terms against the Parties.

14.1.4 LAFC acknowledges that Section 12.1.1 of the LAFC Lease extends Tenant's general indemnification of USC (as landlord under the LAFC Lease) under subsection (a) and subsections (c) - (g) thereof both inclusive (the "**USC Landlord Indemnity**") to any landlord under the USC Lease (the "**USC Landlord Indemnitee**"), excluding (i) any Claims (as defined in the LAFC Lease) resulting from the negligence or willful misconduct of any USC Landlord Indemnitee or any party claiming by, through or under a USC Landlord Indemnitee, or (ii) any of the exclusions from such indemnification obligation provided in Section 12.1.2 of the LAFC Lease. LAFC acknowledges and agrees that (i) District or Commission shall be a USC Landlord Indemnitee during any period that District or Commission is the landlord under the USC Lease (a "**Landlord Period**"), and (ii) District and Commission are direct, intended third party beneficiaries of the USC Landlord Indemnity and shall have the right to enforce the USC Landlord Indemnity against LAFC with respect to any Claims that may arise against it during or with respect to its respective Landlord Period.

14.2. Taxes and Facilities Fees. LAFC agrees to pay all lawful taxes, assessments, or charges which at any time may be levied upon its interest in this Agreement, if any; provided, however, District and State agree that they shall not impose any rents, levy, charge, facilities fee, tax on tickets issued or other exaction or charge not expressly set forth in the LAFC Lease Documents on or with respect to LAFC, the LAFC Premises and the exercise of the LAFC Lease Rights in connection therewith, including on the District Parking Areas, or the use thereof, other than (in the case of the District or State) parking charges that are consistent with charges imposed in other parking lots in the surrounding areas (collectively "**Charges{ XE "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 LAFC Premises, District Parking Areas, or the Events held at the LAFC Premises. 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 LAFC hereunder such that the total amount due and payable to State or District shall be as otherwise expressly set forth in this Agreement. Commission agrees that it shall not impose rents, levy, charge, facilities fee, tax on tickets issued or other exaction or charge not expressly set forth in the LAFC Lease Documents on or with respect to LAFC, the LAFC Premises and the exercise of the LAFC Lease Rights in connection therewith, including on the District Parking Areas, or the use thereof.

14.3. Bankruptcy Integration. District and Commission hereby acknowledge that (i) the LAFC Lease contains a bankruptcy integration provision in Section 31.9 thereof, 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 notwithstanding that such agreements are contained in separate documents, the intention is for the applicable LAFC Lease Documents and LAFC Lease rights and the applicable Master Agreements related thereto to be one integrated and indivisible contractual arrangement for purposes of Bankruptcy Law. District and Commission acknowledge and agree that they will not contest or challenge the enforceability or applicability of the bankruptcy integration provision in the LAFC Lease or in this Section 14.3 so that LAFC has the necessary assurances required with respect to the LAFC Lease and its substantial investment in the LAFC Premises, 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 LAFC Premises, 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, (B) an acceptance of some but not all of the LAFC Lease Documents will not be allowed so that the current landlord under the LAFC Lease must either accept all or reject all LAFC Lease Documents to which such current landlord is then a party, and (C) this, Agreement, the OEA, the Supplemental Agreement and the Tri-Party Agreement may not be rejected by any Party hereto and thereto so that the LAFC Lease remains in effect without the benefit of this Agreement, the OEA, the Supplemental Agreement or the 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 and this Section 14.3, then LAFC shall in any event retain its possessory rights under Section 365(h)(i)(A)(ii), if any, with respect to the LAFC Premises upon the same terms, conditions and provisions as contained in the LAFC Lease.

14.4. Breach and Default.

14.4.1 Without limiting any right or remedy expressly afforded to any Party under any other Section of this Agreement, if any Party fails to pay, observe, perform or comply with any of the terms, covenants and agreements hereunder and any such default shall continue for a period of thirty (30) days after written notice of such default is delivered to the defaulting Party (except in the case of a non-monetary default that cannot with due diligence be cured within said 30-day period, if the defaulting Party fails to duly commence such cure within such 30-day period, and/or fails to thereafter diligently prosecute such cure to completion), then the non-defaulting Party or Parties shall be entitled, at its or their election, to exercise concurrently or successively, any rights and remedies available to such non-defaulting Party under this Agreement, under any other agreement between the defaulting Party and such non-defaulting Party (if applicable), at law or in equity, including the right to offset the amount of damages sustained or incurred by the non-defaulting Party as a result of such default against any amounts the non-defaulting Party owes or may owe the defaulting Party under this or any other Agreement.

14.4.2 Notwithstanding the foregoing, in the event an emergency condition exists or there is any threatened or actual interruption of any LAFC Event, LAFC may (but shall not be obligated to) exercise self-help rights without further notice to District or Commission and shall have the right to offset the commercially reasonable cost of such work against any amounts LAFC owes or may owe the applicable Party in the future under any LAFC Lease Documents.

14.4.3 The Parties acknowledge and agree that no breach of or default under this Agreement shall entitle any Party to terminate this Agreement or any other LAFC Lease Documents, but such limitation shall not affect in any manner any other rights or remedies which such Party may have hereunder or by reason of any breach of or default under this Agreement or at law or in equity.

14.5. Attorneys' Fees. If any Party hereto fails to perform any of its obligations under this Agreement or if any dispute arises between the Parties hereto concerning the meaning or interpretation of any provision of this Agreement, then the defaulting Party or the Party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the non-defaulting or prevailing Parties on account of such default and/or in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees and disbursements.

14.6. Memorandum of Agreement. Concurrently with the execution of this Agreement, the Parties shall execute and acknowledge a short form memorandum of this Agreement in the form attached hereto on Exhibit F, which memorandum LAFC shall have the right to record concurrently with the recording of any memorandum of lease under the LAFC Lease.. Such memorandum shall disclose the existence of this Agreement but shall not disclose any specific terms of the Agreement except with the consent of all parties.

14.7. Estoppel Statements. Each Party shall at any time and from time to time within ten (10) days after written request from any other Party execute and deliver to the requesting Party a sworn and acknowledged estoppel certificate, in form reasonably satisfactory to the parties certifying and stating as follows: (i) this Agreement and any other LAFC Lease Document or Master Agreement to which that Person is a party has not been modified or amended (or if modified or amended, setting forth such modifications or amendments); (ii) this Agreement and any other LAFC Lease Document or Master Agreement to which that Person is a Party (as so modified or amended) is in full force and effect (or if not in full force and effect, the reasons therefor); (iii) the Party has no knowledge of any default by any other Party under this Agreement or any other applicable LAFC Lease Document or Master Agreement; and (iv) any other accurate statements reasonably requested. It is intended that any such statement delivered pursuant to this subsection may be relied upon by any prospective purchaser, assignee or lender and their respective successors and assigns.

14.8. Not a Party to LAFC Lease. The Parties hereby acknowledge that the LAFC Lease is a sublease between USC and LAFC and that Commission and District are not parties to the LAFC Lease and do not have any rights or obligations thereunder unless and until either of them becomes a direct landlord of LAFC under the LAFC Lease as provided in Section 4 hereof. Until such time, Commission and District shall have no right to enforce the LAFC Lease but only have the right to enforce LAFC's obligations set forth in this Agreement. This Section shall not affect Commission's rights to enforce the USC Lease with respect to the Coliseum Property or, except as otherwise expressly provided herein, with respect to the LAFC Premises.

14.9. Applicable Law. This Agreement shall be construed and interpreted in accordance with the Laws of the State of California.

14.10. Entire Agreement and Amendment. 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). This Agreement may not be amended or modified except by written amendment executed by all Parties hereto.

14.11. Execution. 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. The Parties each (i) has agreed to permit the use from time to time, where appropriate, of fax, electronic mail, or other electronic signatures in order to expedite the transaction contemplated by this Agreement, (ii) intends to be bound by its respective fax, electronic mail, or other electronic signature, (iii) is aware that the other will rely on the faxed, emailed, or other electronically transmitted signature, and (iv) acknowledges such reliance and waives any defenses to the enforcement of this Agreement and the documents affecting the transaction contemplated by this Agreement based on the fact that a signature was sent by fax, electronic mail, or electronic transmission only.

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

IN WITNESS WHEREOF, the parties have entered into this 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: _____

Commission:

**LOS ANGELES MEMORIAL
COLISEUM COMMISSION**

By: _____

Name: Mark Ridley-Thomas

Title: President

APPROVED AS TO FORM:

By: _____

Commission Legal Counsel

APPROVED AS TO FORM:

By: _____

Munger, Tolles & Olson LLP

Commission Signature page to Non-Disturbance Agreement

L AFC:

L AFC SPORTS, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

SCHEDULE 1

Glossary of Additional Defined Terms

Each of the following terms has the meaning set forth below when used in this Agreement:

“**CAAM**{ XE "CAAM" }” means the California African American Museum.

“**California Science Center**{ XE "California Science Center" }” means the museum commonly known as the California Science Center.

“**CSC/CAAM Reserved Spaces**{ XE "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 Article 9 of this Agreement.

“**CPI**{ XE "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.

“**Designated Parking Rate**{ XE "Designated Parking Rate" }” means, for any Event for which LAFC shall have purchased a special event parking permit, the parking rate established for such Event by LAFC or the promoter of the Event.

“**District Parking Areas**{ XE "District Parking Areas" }” means those parking areas shown on the Exhibit E attached hereto and shall be individually referred to herein as they are designated on Exhibit E, as Parking Lot 1 (which includes Parking Lot 1A), 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. District Parking Areas do not include the parking areas to be constructed on the LAFC Premises which are required for the lawful use, occupancy and operation of the LAFC Premises, the Stadium and all business operations contemplated thereon or therein.

“**Events**{ XE "Events" }” means, collectively, Special Events and Major Events, and “Event” means a Special Event or a Major Event.

“**Exposition Park entities**{ XE "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, USC and LAFC.

“**Exposition Park Manager**{ XE "Exposition Park Manager" }” means the individual appointed by the Governor of District to manage and supervise the use of Exposition Park.

“**Major Event**{ XE "Major Event" }” means an event with a reasonably anticipated (based, if possible, on historical attendance at prior similar events) or actual attendance of 25,000 or more scheduled by an Exposition Park entity and held with respect to any Exposition Park entity within the premises of such entity’s facility(ies) and/or on the plazas and outdoor spaces immediately adjacent to such entity’s facility(ies) (which facilities, plazas and outdoor spaces shall not include any areas included within District Parking Areas).

“**MLS Games**{ XE "MLS Games" }” means any and all (i) home soccer games of the MLS Club operated by LAFC (its successors or assigns, including any MLS replacement club as applicable under the LAFC Lease), including all exhibition, regular season, playoff and championship games, and (ii) any other soccer related Event.

“**MLS Home Games**{ XE "MLS Home Games" }” means any and all regular season home soccer games of the MLS Club operated by LAFC (its successors or assigns, including any MLS replacement club as applicable under the LAFC Lease).

“**Museum Event**{ XE "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 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).

“**Necessary Parking Spaces**{ XE "Necessary Parking Spaces" }” means the number of parking spaces that are necessary to provide adequate parking for a particular Event.

“**NFL Games**{ XE "NFL Games" }” means National Football League games.

“**NHM Reserved Spaces**{ XE "NHM Reserved Spaces" }” means 375 parking spaces in Parking Lot 3 reserved for use by the Natural History Museum patrons.

“**Olympics**{ XE "Olympics" }” means games and events in connection with any quadrennial Olympiad sanctioned by the International Olympic Committee.

“**Operator**{ XE "Operator" }” means the parking operator for District Parking Areas.

“**Parking Lots 1- 6**{ XE "Parking Lots 1- 6" }” means Parking Lot 1, Parking Lot 2, Parking Lot 3, Parking Lot 4, Parking Lot 5, and Parking Lot 6, collectively, as shown on Exhibit E.

“**Parking Lot 1A**{ XE "Parking Lot 1A" }” means the portion of Parking Lot 1 on which the Soboroff Sports Field is located.

“**Permit Term**{ XE "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.

“**Reserved Spaces**{ XE "Reserved Spaces" }” means, collectively, the CSC/CAAM Reserved Spaces and the NHM Reserved Spaces.

“**Science Center Structure**{ XE "Science Center Structure" }” means the area so marked on Exhibit E.

“**Special Event**{ XE "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 with respect to any Exposition Park entity within the premises of such entity's facility(ies) and/or on the plazas and outdoor spaces immediately adjacent to such entity's facility(ies) (which facilities, plazas and outdoor spaces shall not include any areas included within District Parking Areas).

“Special Olympics{ XE "Special Olympics" }” means games and events in connection with any quadrennial Special Olympiad sanctioned by the International Olympic Committee.

“USC Event{ XE "USC Event" }” means an Event scheduled by USC.

“VIP Parking Areas{ XE "VIP Parking Areas" }” means Exposition Park Drive VIP, South Coliseum Drive VIP, and State Drive VIP, collectively, as shown on Exhibit F.

SCHEDULE 2

Required Insurance During LAFC Parking Oversight and Supervision

LAFC shall furnish a certificate(s) of insurance issued to the District and naming the District, its officers, agents, employees and servants as additional insureds. LAFC shall furnish to the District evidence of required insurance as follows:

- (a) Commercial General Liability with limits of not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage combined.
- (b) LAFC shall maintain motor vehicle liability with limits of not less than \$1,000,000 per accident for bodily injury and property damage.
- (c) LAFC shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement, including special coverage extensions where applicable. Employer's liability limits of \$1,000,000 shall be required, and the policy shall include a waiver of subrogation in favor of the District of California.
- (d) General Requirements

LAFC shall ensure that the following general requirements are met:

- i. Insurance Companies must be acceptable to Department of General Services, Office of Risk and Insurance Management.
- ii. LAFC shall provide the District with a certificate of insurance demonstrating coverage for General Liability, within thirty (30) days after each insurance policy renewal.
- iii. Coverage needs to *be* in-force for complete term of any season during which LAFC is managing and operating the parking. If insurance expires during the term, a new certificate must be received by the District within thirty (30) days of the expiration date of the existing policy. This new insurance must still meet the terms of the original contract.
- iv. The insurance policies expressly required herein shall contain a provision that coverage will not be cancelled without thirty (30) days prior written notice to the District.
- v. LAFC is responsible for any deductible or self-insured retention contained within the insurance program.
- vi. Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by the District.

- vii. Notwithstanding anything contained herein to the contrary, LAFC may self-insure any coverage required by this Lease. If LAFC is self-insured in whole or in part as to any of the above described types and levels of coverage, LAFC shall provide District with written acknowledgment of this fact at the time of the execution of this Agreement in lieu of any certificates of insurance required herein. If, at any time after the execution of this Lease, LAFC abandons its self-insured status, LAFC shall immediately notify District of this fact and shall comply with all of the terms and conditions of this Insurance clause pertaining to policies of insurance in regard to those types and levels of insurance.

It is agreed that DISTRICT shall not be liable for the payment of any premiums or assessments on the required insurance coverage.

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN THE
LOS ANGELES MEMORIAL COLISEUM COMMISSION
AND
LAFC SPORTS, LLC**

The Los Angeles Memorial Coliseum Commission, a joint powers authority entity created by agreement among public agencies pursuant to Title 1, Division 7, Chapter 5 (Section 6500 *et seq.*) of the California Government Code (“**Commission**”), and LAFC Sports, LLC, a Delaware limited liability company (“**LAFC**”), enter into this Memorandum of Agreement effective October 23, 2015.

RECITALS

A. LAFC is seeking to develop a premier soccer stadium and other commercial development (the “**LAFC Project**”) on the current site of the Los Angeles Sports Arena, which site is (i) owned by the State of California, acting by and through the California Science Center/Exposition Park (“**State**”), (ii) leased Commission, (iii) subleased to the University of Southern California (“**USC**”), and (iv) the subject of other documents related to the USC sublease, including a Non-Disturbance Agreement that was previously executed and entered into by the State and the University of Southern California (the “**USC NDA**”).

B. In conjunction with the LAFC Project, (i) LAFC is currently negotiating a sub-ground lease for the Sports Arena Site with USC (the “**LAFC Lease**”) to provide LAFC with all necessary rights for the development, construction, use, management and operation of the LAFC Project, and (ii) LAFC is requesting a Non-Disturbance Agreement with the State and Commission with respect to the LAFC Lease (“**LAFC NDA**”) to, among other things, (a) protect LAFC’s rights under the LAFC Lease through the term and all available extension terms thereunder, (b) ensure LAFC has all rights available to USC under the USC sublease and USC NDA with respect to the Sports Arena site, (c) clarify certain terms related to existing USC documents that may not be applicable to LAFC or the LAFC Project (e.g., obligations related solely to the LA Memorial Coliseum which is part of USC’s sublease with the Commission), and (d) obtain and memorialize other rights that are necessary or required by LAFC with respect to the use and operation of the LAFC Project, including certain off-site uses, additional parking, and necessary easements.

C. To accommodate LAFC’s request for the LAFC NDA and the ensuing negotiations with Commission, Commission has requested that LAFC pay for and otherwise reimburse it for the cost, up to a maximum aggregate amount of Thirty Thousand Dollars (\$30,000) (the “**Cap**”) to retain Munger, Tolles & Olson LLP (the “**Firm**”) in connection with the Firm’s assistance in helping Commission negotiate the LAFC NDA and any other agreements necessary to accommodate the additional rights or uses required in connection with the development, construction, operation, management and use of the LAFC Project (collectively, the “**LAFC Documents**”) as may be mutually agreed.

D. The Firm, by and through Jeffrey A. Heintz, its authorized associates, and support staff, shall serve and act as Commission's transactional counsel, acting solely and exclusively for Commission in this regard.

NOW, THEREFORE, LAFC and Commission agree as follows:

1. LAFC shall and hereby agrees to pay for and otherwise reimburse Commission for the cost to retain the Firm (up to the Cap) for purpose of negotiating the LAFC Documents;

2. The term of this MOA is from August 14, 2015 through March 1, 2016, and may be extended beyond the expiration date as may be otherwise mutually agreed by the Parties.

3. Commission has exercised its independent power and discretion to select the Firm to represent it in this matter. The Firm shall act at Commission's sole direction and subject to the attorney-client relationship created solely between Commission and the Firm.

4. Nothing in this MOA modifies Commission's duty and authority to make all decisions related to the negotiations using its independent judgment, in consultation with the Firm or other counsel retained solely and exclusively by Commission. Other than the obligations created by this MOA for LAFC to pay the cost for Commission to retain the Firm, there is no legal, fiduciary, or attorney-client relationship created by this MOA between LAFC and the Firm. Further, LAFC shall not have any unilateral contact with the Firm without Commission's consent and knowledge. LAFC further acknowledges that the Firm shall act in compliance with all applicable rules of professional conduct, including without limitation American Bar Association Model Rules of Professional Conduct, Rule 1.8(f), whereby LAFC shall not interfere with the Firm's independent professional judgment or with the attorney-client relationship created solely between Commission and the Firm.

5. Subject to the Cap, LAFC agrees to pay invoices submitted to it monthly by Commission for the services rendered, and costs incurred, by the Firm. Commission shall be entitled to redact information from the invoices that it determines should remain confidential pursuant to the attorney-client privilege and attorney work product doctrine. However, LAFC will be entitled to the following information on the invoice: (1) a general description of the work performed; (2) the number of hours spent during that billing period by the attorney/legal assistant performing the described work; and (3) the costs per hour for the described work. All costs shall be specified in each invoice, and the costs shall be billed to LAFC at the actual cost incurred by the Firm.

6. LAFC will pay all invoices submitted to it, subject to the Cap and except as provided below. LAFC may not refuse to pay invoices for work previously performed. In the event that LAFC disputes an invoice that it receives, LAFC shall pay for all services up to and including the date Commission is informed of the dispute. Until the issue giving rise to the dispute has been resolved, LAFC shall continue to pay for any other Counsel services pursuant to this MOA. Alternatively, LAFC may immediately submit to Commission a "Request to Stop Work," whereupon the work of the Firm shall cease only at the direction of Commission. Where Commission provides such direction to the Firm, LAFC will not be obligated to pay for any services performed by the Firm after such direction to the Firm by Commission.

Common Interest Communication

7. Notification from LAFC of a disputed invoice to Commission shall include a description of the reason(s) for the dispute, specify the disputed invoiced item(s), and submitted to Commission's contact person pursuant to the notice provision contained in this MOA. In the event that the contact person and LAFC cannot resolve the dispute, it shall be elevated to the Property Division Chief of the County of Los Angeles Office of the County Council. In the event that resolution is not reached at that level, the dispute will be elevated to the Chief Deputy County Counsel of the County of Los Angeles Office of the County Council.

8. If the dispute is not resolved at the Chief Deputy County Counsel level, LAFC may submit to the Chief Deputy County Counsel a Request to Stop Work, and this MOA shall be terminated. LAFC understands that by issuing a Request to Stop Work and by the termination of this MOA, Commission's ability to continue any negotiations may be affected, and as such consideration of LAFC's request may cease.

9. Commission's contact person on matters relating to this MOA is Claudia Gutierrez, Deputy County Counsel, Property Division, Office of the County Council, County of Los Angeles, (213) 974-8118, 500 West Temple Street, Sixth Floor, Los Angeles, California 90012. For immediate questions, LAFC may send Ms. Gutierrez an email at CGutierrez@counsel.lacounty.gov. Commission may designate a new or different contact person for this MOA at any time with written notice to LAFC without the need to amend or otherwise modify this MOA.

10. Notwithstanding this MOA, Commission reserves the exercise of and maintains the obligation to independently consult with the Firm in connection with the negotiations, and any attendant issues, and the payment of invoices for the Firm's services to Commission shall not affect Commission's attorney-client relationship with the Firm. If LAFC interferes with the Firm's independent professional judgment or advice to Commission or with the attorney-client relationship, Commission reserves its sole discretion to terminate the MOA. In that event, LAFC agrees to pay any outstanding invoices, disputed or otherwise, of the Firm.

11. Notwithstanding this MOA, the Firm shall represent only Commission, and no other party to the negotiations.

12. Nothing in this MOA is intended to interfere with Commission's confidential attorney-client relationship with the Firm to represent its interests in the negotiations.

13. LAFC and Commission, individually and collectively, intend that the Firm shall and is intended to be a beneficiary to this MOA.

14. This MOA may be amended by mutual written consent of LAFC and Commission's representative.

15. Commission shall incur no fiscal obligation or debt under this MOA.

Common Interest Communication

16. This MOA may be signed in counterparts and delivered to the parties by e-mail, and the counterparts together are deemed to be one original document. Duplicate originals of the MOA also will be executed by the parties identified below and exchanged by mail.

APPROVED:

By: LAFC Sports, LLC

[Signatory for LAFC]

Date: _____

By: Los Angeles Memorial Coliseum Commission

Date: _____

EX-OFFICIO MEMBERS

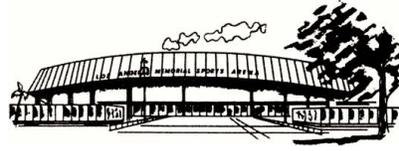
STATE SENATOR
RICARDO LARA

ASSEMBLYMEMBER
REGINALD JONES-SAWYER

ROBERT E. OSBORNE
CHIEF ADMINISTRATIVE OFFICER
SECRETARY



**SITE OF 1932 AND 1984
OLYMPICS ATHLETICS COMPETITION
OPENING & CLOSING CEREMONIES**



**SITE OF 1984 OLYMPICS
BOXING COMPETITION**

COMMISSION MEMBERS

STATE OF CALIFORNIA

WILLIAM CHADWICK
VICE PRESIDENT

COUNTY OF LOS ANGELES

MARK RIDLEY-THOMAS
PRESIDENT

DON KNABE (Alternate)

CITY OF LOS ANGELES

CURREN D. PRICE, JR.
TOM LaBONGE (Alternate)

LOS ANGELES MEMORIAL COLISEUM COMMISSION

3911 South Figueroa Street, Los Angeles, CA 90037

**OPEN AGENDA ITEM #13
LOS ANGELES MEMORIAL COLISEUM COMMISSION'S
2016 MEETING SCHEDULE**

ROBERT E. OSBORNE

The JPA requires the Commission to hold at least one regular meeting each quarter; the date upon which, and the hour and place at which each such regular meeting shall be held shall be fixed by resolution of the Commission.

The proposed quarterly regular meeting dates for calendar year 2016 presented for resolution by the Commission are:

- January 28, 2016 (Thursday) at 2:30 p.m.
- April 28, 2016 (Thursday) at 2:30 p.m.
- July 28, 2016 (Thursday) at 2:30 p.m.
- October 27, 2016 (Thursday) at 2:30 p.m.

All regular meetings will be held in the Los Angeles Memorial Coliseum Commission Meeting Room.

Attachment 13.A.: Los Angeles Memorial Coliseum Commission Resolution No. 2015-10-29

LOS ANGELES MEMORIAL COLISEUM COMMISSION
RESOLUTION NO. 2015-10-29

**A RESOLUTION OF THE LOS ANGELES MEMORIAL COLISEUM COMMISSION
FIXING ITS REGULAR MEETING SCHEDULE FOR 2016**

WHEREAS, section 7 of the Amended and Restated Los Angeles Memorial Coliseum Commission Management Agreement of 2013 requires that the Los Angeles Memorial Coliseum Commission ("Commission") hold at least one regular meeting each quarter and that the Commission fix, by resolution, the date, hour and place at which such regular meetings will be held;

NOW THEREFORE, BE IT RESOLVED, that the Commission hereby fixes the following dates for its regular meetings for calendar year 2016:

- January 28, 2016
- April 28, 2016
- July 28, 2016
- October 27, 2016

NOW THEREFORE, BE IT FURTHER RESOLVED, that the Commission hereby fixes the hour and place of its regular meetings for calendar year 2016 at 2:30 p.m. at the Commission Meeting Room at the Los Angeles Memorial Coliseum, 3911 South Figueroa Street, Los Angeles, California 90037.

I HEREBY CERTIFY, that the foregoing Resolution was approved and authorized by the Los Angeles Memorial Coliseum Commission at its regular meeting on October 29, 2015 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Secretary

**Los Angeles Memorial Coliseum & Sports Arena
General Manager Quarterly Report, July – September, 2015**

**Prepared By Joe Furin
University of Southern California**

1. EVENT OPERATIONS

A. Completed Coliseum Events.

- i. In 3rd Quarter 2015 the Coliseum was in use for 54 days, with 241,669 spectators in attendance. Notable events include:
 1. Special Olympics Opening and Closing Ceremonies
 2. USC vs Arkansas State Football
 3. USC vs Idaho Football
 4. USC vs Stanford Football
- ii. As comparison to 3rd Quarter 2014, the Coliseum was in use for 32 days, with 172,069 attending.
- iii. 2015 Year-to-date, the Coliseum was in use for 111 days, with 348,360 in attendance. As comparison over the same period in 2014, the Coliseum was in use for 94 days with 248,003 attending.
- iv. Please Note – a complete list of all events and attendance held at the Coliseum will be provided with the Semi-Annual Report provided in accordance with Section 14.1 of the Second Amendment to the Lease and Agreement between the Coliseum Commission and the University.

B. Completed Arena Events

- i. In 3rd Quarter 2015 the Arena was in use for 42 events with 110,554 in attendance. Notable events include:
 1. Golden Boy Productions boxing event
 2. Democratic Presidential Candidate Bernie Sanders Rally
 3. FYF Music Festival
 4. Sodagreen Concert
 5. Disclosure Concert
- ii. As comparison, in 3rd Quarter 2014 the Arena was in use for 62 days, with 135,373 attending.
- iii. 2015 Year-to-date, the Arena was in use for 142 days, with 176,785 attending. As comparison over the same period in 2014, the Arena was in use for 160 dates, with 216,336 attending.
- iv. Please Note – a complete list of all events and attendance held at the Sports Arena will be provided with the Semi-Annual Report provided in accordance

with Section 14.1 of the Second Amendment to the Lease and Agreement between the Coliseum Commission and the University.

- C. In Progress/Upcoming, Large Events
 - i. USC vs Washington Football (Oct 8)
 - ii. Care Harbor Health Fair (Oct 15-18)
 - iii. USC vs Utah Football (Oct 24)
 - iv. USC vs Arizona Football (Nov. 7)
 - v. USC vs UCLA Football (Nov 28)

2. SEMI ANNUAL REPORT

- A. In accordance with Section 14.1 of the Second Amendment to the Lease and Agreement between the Coliseum Commission and the University, with the June 30th close of Fiscal Year the University prepared and submitted the Semi Annual Report for the period of July 1, 2014 through June 30, 2015; said report was provided to the Commission by September 30.

3. CAPITAL IMPROVEMENTS

- A. In preparation for the 2015 Football Season, and to address deteriorating and inadequate conditions, the University addressed a number of capital improvement items in the 3rd Quarter including substantial water leaks in the locker rooms, replacement of the locker room flooring with an anti-microbial rubber surface, enhanced lighting for the yard level and a slurry coat asphalt covering for the player's tunnel. A complete, itemized list of the items and the associated costs will be provided in the semi-annual, 6-month report to the Commission.

END OF REPORT