

**AMENDMENT TO LEASE OPTION AGREEMENT  
(Coliseum Property)**

This Amendment to Lease Option Agreement (this "**Amendment**") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2015 (the "**Effective Date**"), by and between the SIXTH DISTRICT AGRICULTURAL ASSOCIATION, an institution of the State of California ("**District**") also known as the California Science Center pursuant to §4101 of the California Food and Agricultural Code, and the UNIVERSITY OF SOUTHERN CALIFORNIA, a California nonprofit public benefit corporation ("**USC**").

R E C I T A L S:

WHEREAS, District is the owner of certain real property located in the City of Los Angeles, County of Los Angeles, State of California, currently occupied by improvements commonly referred to as the Los Angeles Memorial Coliseum ("**Coliseum**") and other incidental and accessory buildings, structures and appurtenance related thereto, as such real property is more particularly described in **Exhibit "A"** attached to this Amendment and incorporated herein by this reference (the "**Land**"). Such Land, and all improvements located thereon, shall be collectively referred to herein as the "**Property**"; and

WHEREAS, District has leased the Land and certain of the Property to the Los Angeles Memorial Coliseum Commission ("**Commission**") pursuant to that certain Coliseum Lease dated January 3, 1956, amended as of June 17, 1971, November 3, 1976, February 13, 2008, and December 20, 2013 (as so amended, the "**Existing Coliseum Ground Lease**"), which Existing Coliseum Ground Lease, unless sooner terminated pursuant to its terms, will expire on December 31, 2054; and

WHEREAS, pursuant to that certain Second Amendment to Lease and Agreement dated as of July 29, 2013, between Commission, as landlord, and the USC, as tenant (the "**USC Lease**"), Commission has leased to USC the Property on the terms and conditions provided therein, which USC Lease, if extended by USC as provided in the USC Lease, will expire on December 31, 2054; and

WHEREAS, in conjunction with the USC Lease, USC and District entered into a certain Non-Disturbance Agreement dated as of September 4, 2013 (the "**NDA**"), pursuant to which District agreed to recognize the USC Lease, as amended by the NDA, as a direct lease between District and USC (the "**Direct Lease**") in the event the Existing Coliseum Ground Lease terminates prior to its natural expiration date; and

WHEREAS, concurrently with entering into the NDA, District, as "Owner", and USC, as "Optionee", entered into that certain Lease Option Agreement (Coliseum Property), dated as of September 4, 2013 (the "**Option Agreement**"), pursuant to which District granted to USC the option to lease the Property upon the expiration of the USC

Lease or the Direct Lease, as applicable, on the terms and conditions set forth in the Option Agreement; and

WHEREAS, concurrently herewith, as of the Effective Date, District and Commission have entered into an Amendment to Coliseum Ground Lease, pursuant to which the legal description of the premises demised under the Existing Coliseum Ground Lease is being corrected so that the boundaries of such premises include all of the incidental and accessory buildings, structures and appurtenances related to the Coliseum (the Existing Coliseum Ground Lease, as so amended, and as it may hereafter be amended, the "**Coliseum Ground Lease**"); and

WHEREAS, USC and District desire to amend the Option Agreement to reflect the updated legal description of the Property as contained in the Coliseum Ground Lease as of the Effective Date;

NOW, THEREFORE, in consideration of the mutual covenants and premises herein contained, and intending to be legally bound hereby, USC and District agree as follows:

1. **Amendment of Option Agreement.** Schedule 1.1 to the Option Agreement is deleted hereby and replaced with Schedule 1.1 attached to this Amendment.
2. **Choice of Law.** This Amendment shall be governed by, and shall be construed in accordance with, the laws of the State of California.
3. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or .pdf signatures to this Amendment shall be effective as originals.
4. **Severability.** If any provision of this Amendment shall be unenforceable or invalid, the same shall not affect the remaining provisions of this Amendment and to this end the provisions of this Amendment are intended to be and are severable.
5. **Binding Nature.** This Amendment shall be binding upon and inure to the benefit of the parties and their respective heirs, successors and assigns.
6. **Continued Effectiveness.** Except as otherwise set forth herein, this Amendment shall not be deemed to modify any term, provision or condition of the Option Agreement, and the terms, provisions and conditions of the Option Agreement, as amended hereby, are hereby reaffirmed, ratified and confirmed by District and USC.

The parties hereto enter into this Amendment intending to be legally bound by the terms and provisions hereof as of the date and year first written above.

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

STATE:

USC:

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

UNIVERSITY OF SOUTHERN CALIFORNIA, a California Nonprofit Public Benefit Corporation

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

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

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

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

**Schedule 1.1**

[see attached]

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

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- 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

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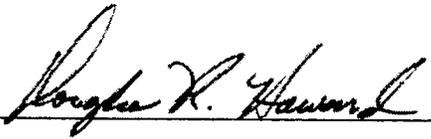
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- radius of 519.50 feet, a radial line to said beginning bears South 13°48'57" East;  
thence
2. Northeasterly along said curve, 471.13 feet through a central angle of 51°57'38";  
thence
  3. North 24°13'25" East 29.33 feet to the True Point of Beginning.

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.



  
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Douglas R. Howard, PLS 6169  
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Date: 10-09-2015