

***NON-DISTURBANCE AGREEMENT***

***BY AND AMONG***

***SIXTH DISTRICT AGRICULTURAL ASSOCIATION,  
LOS ANGELES MEMORIAL COLISEUM COMMISSION***

***and***

***LAFC SPORTS, LLC***

***\_\_\_\_\_ , 2015***

***Submitted for review by  
the Board of Directors for  
CALIFORNIA SCIENCE CENTER and EXPOSITION PARK***

***on***

***NOVEMBER 4, 2015***

**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,” “LAFC 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 “LAFC 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 LAFC 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 LAFC 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 LAFC under the LAFC Lease and the expiration of all applicable periods available to MLS or a Leasehold Mortgagee to cure LAFC’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 “LAFC Lease” shall be deemed to include the language “or any replacement thereof contemplated under the LAFC 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 LAFC Lease or any new lease to a leasehold mortgagee as contemplated thereunder, and references herein to LAFC shall be deemed to include any successor or Authorized Transferee (as defined in the LAFC 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 LAFC Lease or this Agreement, and (ii) by the Boundary Documents, the LAFC Lease Documents, the Final Approvals and any other agreements that may be entered into between LAFC and all of the parties to the applicable Master Agreement being modified thereby.

## 2. **District Agreements.**

2.1. **Consent.** District 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 the generality of the foregoing, District hereby acknowledges, agrees and/or approves, as the case may be, the following with respect to the LAFC Lease and LAFC’s rights thereunder:

(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 in accordance with the LAFC Lease be deemed a default by Commission, 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 Commission, USC or LAFC 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 LAFC under the LAFC 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 4<sup>th</sup> 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

shall apply to the LAFC Premises as fully as if set out in full herein, (ii) that any Olympic Events or Special Olympic Events held in the Coliseum or Stadium will not count towards the number of Major Events permitted to be held in the Coliseum and Stadium, (iii) MLS Games will in no event be deemed to be Major Events based on the seating capacity of the Stadium, and (iv) subject to the terms of Section 8 hereof, there is no other limit on either the number of (A) LAFC Other Special Events that LAFC may have at the LAFC Premises, or (B) other events thereon that are not Events under this Agreement.

11. **Other Use of District Property.** Concurrently with the execution of this Agreement, District has agreed to execute and deliver the OEA to, among other things, provide LAFC and the LAFC Premises with certain rights of use with respect to portions of the District Property (including easements for access, parking, utilities, signage, and construction purposes) which are necessary or required for the development, construction, use and operation of the LAFC Premises and the Project.

12. **Sports Arena Option Agreement.** The District acknowledges that (i) the Sports Arena Option Agreement did not contemplate the LAFC Lease Documents and the transactions contemplated thereunder, and (ii) that certain terms of the Sports Arena Option Agreement need to be amended, supplemented and/or clarified due to the change in circumstances related thereto. In furtherance of District's agreement contained in Section 2.1(a)(ii) hereof, and to provide LAFC with the assurances required to allow LAFC to fully use and enjoy the LAFC Premises for the entire Term under the LAFC Lease, including the Extension Terms, as applicable, concurrently with the execution of this Agreement, District has agreed to execute and deliver the Tri-Party Agreement to, among other things, amend, supplement and clarify the Sports Arena Option Agreement with respect to the option exercise process and to provide LAFC with certain assurances related to the further extension of the 2054 Lease.

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

To LAFC:                      LAFC Sports, LLC  
4751 Wilshire Boulevard, Suite 333  
Los Angeles, CA 90010  
Attention: EVP Legal and Business Affairs  
Email: Larry.Freedman@lafc.com

with copies to:

Seyfarth Shaw LLP  
131 South Dearborn Street, Suite 2400  
Chicago, IL 60603  
Attention: Gregg M. Dorman, Esq.  
Email: gdorman@seyfarth.com

Major League Soccer, L.L.C.  
420 Fifth Avenue, 7<sup>th</sup> Floor  
New York, NY 10018  
Attention: Deputy Commissioner  
Email: mark.abbott@MLSsoccer.com

and

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.

## **EXHIBIT A**

### **Site Plan**

[See the following one (1) page depicting the Coliseum Property and Sports Arena Property boundaries as of the Effective Date. The boundary of the Sports Arena Property / LAFC Premises and the improvements shown on the attached site plans are for illustration purposes only and no representation or warranty is made with respect thereto. For clarity, Exhibit B attached to this Agreement provides the precise boundary description of the Sports Arena Property / LAFC Premises.]

South Lawn

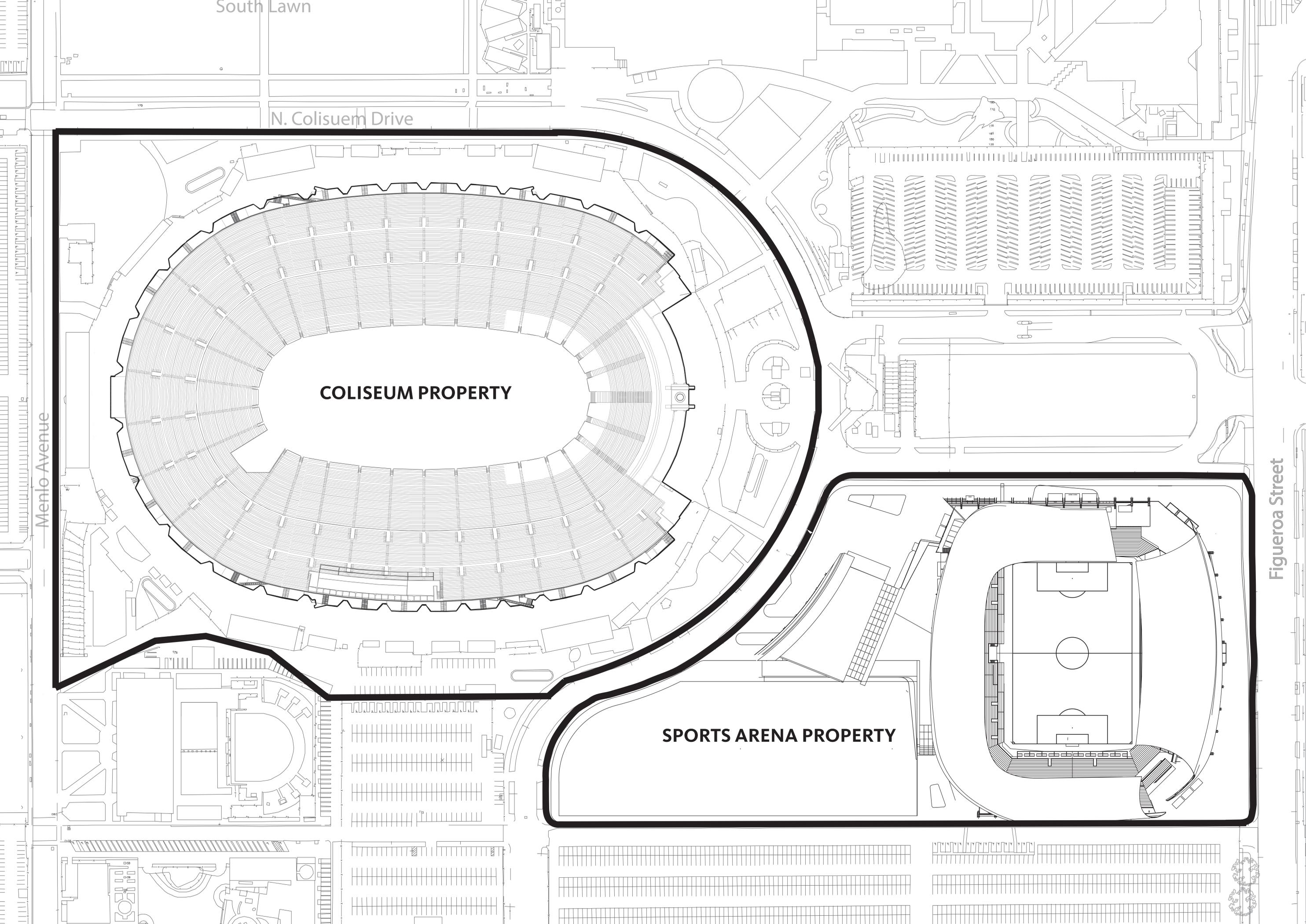
N. Coliseum Drive

Mentlo Avenue

Figueroa Street

**COLISEUM PROPERTY**

**SPORTS ARENA PROPERTY**



## EXHIBIT B

### Legal Description of Sports Arena Property

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

#### PARCEL 1:

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

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

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

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

#### PARCEL 2:

THAT PORTION OF SOUTHERN DISTRICT AGRICULTURAL PARK AND ADJOINING LOTS, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS

SHOWN ON MAP RECORDED IN BOOK 4, PAGE 352 OF MISCELLANEOUS RECORDS, BOOK 4, PAGE 352, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED BY THE FOLLOWING DESCRIBED LINES:

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

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

**PARCEL 3:**

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

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

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

S00°03'50"E, ALONG SAID WESTERLY LINE, 42.50 FEET TO THE TRUE POINT OF BEGINNING.

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

**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.