

Recording Requested by and
When Recorded, Return to:

University of Southern California
Dept. of Real Estate & Asset Management
University Park Campus, UGW-110
Los Angeles, CA 90089-7271
Attn: Vice President

(Space above this line for Recorder's use)

AMENDMENT TO MEMORANDUM OF LEASE OPTION AGREEMENT

This AMENDMENT TO MEMORANDUM OF LEASE OPTION AGREEMENT ("***Amendment***"), is executed as of _____, 2015 (the "***Execution Date***"), by the SIXTH DISTRICT AGRICULTURAL ASSOCIATION, an institution of the State of California ("***Owner***") also known as the California Science Center pursuant to §4101 of the California Food and Agricultural Code.

Owner executed a certain Memorandum of Lease Option Agreement dated as of September 4, 2013 and recorded on September 24, 2013 as Document No. 20131384076 in the Official Records of the Los Angeles County Registrar-Recorder (the "***Memorandum***"). The recorded Memorandum inadvertently included an inaccurate legal description as Exhibit A attached thereto. By this Amendment, Owner hereby amends the Memorandum to delete the Exhibit A attached to the Memorandum and to replace it with **Exhibit A** attached hereto, which shall constitute and be the "***Property***" under the Memorandum.

[Remainder of page intentionally left blank - signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the Execution Date.

Owner:

SIXTH DISTRICT AGRICULTURAL ASSOCIATION

By: _____

Name: _____

Title: _____

APPROVED:

DEPARTMENT OF GENERAL SERVICES

APPROVED:

CALIFORNIA NATURAL RESOURCES AGENCY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

APPROVED AS TO FORM:

DEPARTMENT OF GENERAL SERVICES,
OFFICE OF LEGAL SERVICES

By: _____

Name: _____

Title: _____

Sixth District Agricultural Association

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

State of California)
)
County of Los Angeles)

On _____, 2015, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature _____ (Seal)

Natural Resources Agency

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

State of California)
)
County of _____)

On _____, 2015, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature _____ (Seal)

Department of General Services

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

State of California)
)
County of _____)

On _____, 2015, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature _____ (Seal)

**Department of General Services,
Office of Legal Services**

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State of California)
)
County of _____)

On _____, 2015, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature _____ (Seal)

Notary Acknowledgment Page to Amendment to Memorandum of Lease Option Agreement (Coliseum)

EXHIBIT A

The Property

[see attached]

LEGAL DESCRIPTION

COLISEUM

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

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

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

P S O M A S

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

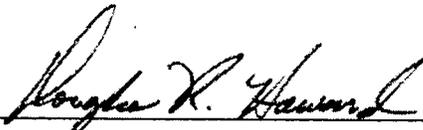
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- radius of 519.50 feet, a radial line to said beginning bears South 13°48'57" East;
thence
2. Northeasterly along said curve, 471.13 feet through a central angle of 51°57'38";
thence
3. North 24°13'25" East 29.33 feet to the True Point of Beginning.

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





Douglas R. Howard, PLS 6169
PSOMAS

Date: 10-09-2015