

## SUPPLEMENTAL AGREEMENT

**THIS SUPPLEMENTAL AGREEMENT** (this “**Supplemental Agreement**”) is made and entered into effective as of the \_\_\_ day of \_\_\_\_\_, 2015 by and between the **SIXTH DISTRICT AGRICULTURAL ASSOCIATION**, an institution of the State of California (“**District**”) and **L AFC SPORTS, LLC**, a Delaware limited liability company (“**L AFC**”). **District** and **L AFC** are sometimes collectively referred to herein as the “**Parties**” and each a “**Party**.”

### Preliminary Statements

A. **District** and **L AFC** have agreed to enter into a certain Operation and Easement Agreement (the “**OEA**”) in the form attached hereon on **Exhibit A**. All of the recitals to the **OEA** are hereby incorporated herein by this reference. Capitalized terms used herein that are defined in the **OEA** shall have the same meaning herein as are ascribed to such terms in the **OEA** unless otherwise defined herein or the context dictates otherwise.

B. **District** and **L AFC** have now agreed to enter into this Supplemental Agreement to amend, supplement and clarify the **OEA** with certain economic and operational terms, conditions and provisions related to the **OEA** and the relative rights and obligations of the Parties thereunder.

**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. **Temporary Construction Parking.** In consideration of the temporary construction parking easement and rights granted in Section 2.2(b) of the **OEA** to provide parking for contractors performing work on the **L AFC** Parcel (and not for construction staging or use by heavy construction equipment), **L AFC** has agreed to provide **District** with the annual Staff Contribution (as hereinafter defined) and to perform certain restorative work to Parking Lot 6 pursuant to the terms of this Section 1 below. The Parties acknowledge and agree that on those days when **L AFC** construction activities are being performed on the **L AFC** Parcel and the foregoing temporary parking easement is in use by **L AFC** and its Permittees (which will generally be Monday through Saturday, 6:00 am through 7:00 pm, excluding Coliseum Parking Event Days, following the date possession of the **L AFC** Parcel is delivered to **L AFC** by **USC**), to the extent **District** determines that a parking attendant will be reasonably required to staff Parking Lot 6 or such other applicable parking lot on the **District** Parcel that is available for **L AFC**’s use pursuant to Section 2.2(b) of the **OEA**, then **District** may (but will not be obligated to) assign its New Staff Member or the Operator (as defined in the **L AFC** NDA) of the **District** Parking Areas to staff such parking lot with a parking lot attendant to allow **L AFC**’s Permittees entry into the parking lot and to otherwise monitor the use of such parking lot by **L AFC**’s Permittees. During such time as the temporary construction parking easement is in effect, **L AFC** shall (i) clean, repair or restore any damage to the **District** Parking Areas caused by its Permittees use of the Parking Lot 6 (or such other applicable parking lots on the **District** Parcel, as the case may be), if any; (ii) maintain the construction period insurance required under the **L AFC** Lease; and (iii) Indemnify **District** against all Claims arising out of or in connection with **L AFC**’s use of such temporary construction parking easement. Clause (i) above is not intended to limit or modify **District**’s maintenance obligations under the **USC** NDA. In addition to the foregoing terms of this Section 1, **L AFC** agrees that within six (6) months following completion of construction of the Improvements on the **L AFC** Parcel, **L AFC** shall, at its sole cost and expense, resurface and restripe Parking Lot 6 to cosmetically refresh the overall appearance of Parking Lot 6, and the Parties shall cooperate with each other with respect to the scheduling of such work, which will be performed in accordance with the terms of the general construction requirements provided in the **OEA**.

2. **Daily Parking.** In connection with the daily parking easement granted to LAFC pursuant to Section 2.2(a) of the OEA, the Parties agree as follows: (i) the first fifty (50) spaces used by LAFC or its Permittees on any day shall be provided in consideration of the Staffing Contribution; (ii) in addition to clause (i), LAFC staff members shall have access to the use of the Daily Parking Area at a rate equal to eighty percent (80%) of the daily museum parking rate charged in Exposition Park per space; (iii) if on any day when the Improvements on the LAFC Parcel are open for business to the public (an “**LAFC Open Day**”), if the Daily Parking Area is not proximate to the LAFC Parcel, LAFC shall have the right (but not the obligation) at its sole cost and expense, to provide a bus or other shuttle service to and from the LAFC Parcel and the applicable Daily Parking Area for its Permittees, including Stadium patrons and guests; (iv) on any LAFC Open Day, LAFC will have the right (but not the obligation) to buy up to three hundred fifty (350) parking spaces from District on a daily basis at the then current museum rate charged in Exposition Park by giving the Park Manager written notice thereof at least three (3) business days in advance of the proposed date of purchase, in which event, (A) LAFC shall have the right to resell such parking spaces to its Permittees, including Stadium patrons and guests at a rate determined by LAFC in its sole discretion (regardless of whether bundled with the cost of admission to any LAFC event) and to receive and retain all revenue related thereto, and (B) receive parking passes to provide to its purchasers of such daily parking spaces which the District and any of its staff or contracted parking attendants will accept for entry into the Daily Parking Area; and (v) if LAFC does not buy parking spaces on any LAFC Open Day, then subject to clause (i) above, the District can charge its standard daily parking rate to LAFC Permittees (after the initial 50 spaces are utilized) and keep all of the revenue collected with respect to such spaces.

3. **Community Festivals.** District has established a set of guidelines for community festivals in Exposition Park which, subject to scheduling with the Park Manager, allows up to ten (10) community festivals each year as long as they satisfy certain criteria established by District with respect to community festivals in Exposition Park (the “**Community Festival Criteria**”). Provided that the community festivals proposed by LAFC satisfy the Community Festival Criteria applicable thereto, then District agrees that LAFC will have the right to host two (2) community festivals in Parking Lot 6 (the “**LAFC Festivals**”), subject to the terms of the Section 2.2(e), upon the following terms and conditions: (i) each LAFC Festival may not exceed two (2) days (not counting any reasonable set-up, close-down and/or clean-up time); (ii) the LAFC Festivals shall be subject to the reasonable scheduling requirements of the Park Manager and LAFC shall provide the Park Manager with as much advance notice of the date or dates proposed for its proposed festivals as possible; (iii) LAFC shall be required to obtain all applicable permits and approvals required by Governmental Regulations for the operation of such LAFC Festival; (iv) the use of Parking Lot 6 for the LAFC Festivals will be without imposition of any usage charge by District, however, LAFC shall be solely responsible and liable for all costs and expenses relating to the set-up, operation and clean-up of the LAFC Festival and LAFC’s compliance with the terms of this Section 3; (v) LAFC shall have the right to install temporary signs on the District Parcel related to the LAFC Festivals, including the use of the banner signs permitted under the Agreements (as hereinafter defined) subject to Park Manager’s prior approval, which shall not be unreasonably withheld, conditioned or delayed; (vi) LAFC shall remove all trash and debris from, and clean, repair or restore any damage to, Parking Lot 6 or any other affected areas arising out of each LAFC Festival and the operation thereof so that Parking Lot 6 is returned to District in substantially the same condition that existed prior to the LAFC Festival; (vii) LAFC shall provide or cause to be provided evidence of liability insurance satisfying the customary requirements imposed by Park Manager on behalf of District with respect to comparable events held in Exposition Park by District or other Exposition Park entities which may be satisfied by LAFC’s insurance maintained under the LAFC Lease; and (viii) LAFC will Indemnify District against all Claims arising out of or in connection with each LAFC Festival, including any Work performed in connection therewith. As used herein, the term “**Agreements**” shall mean collectively, the OEA and this Supplemental Agreement.

4. **Signage.**

(a) The Parties acknowledge and agree that (i) the existing billboard sign located in Parking Lot 6 along Martin Luther King Jr. Boulevard will continue to be operated and controlled by the District, with all revenue therefrom retained by the District, and in no event will such existing billboard sign be included in the LAFC Off-Site Signs under the Agreements; and (ii) LAFC shall retain all revenue from the LAFC Off-Site Signs, except with respect to the LAFC Off-Site Sign that LAFC intends to initially construct and operate on Parking Lot 6 at the northwest corner of the intersection of Figueroa Street and Martin Luther King Jr. Boulevard (the “**Lot 6 Corner Sign**”).

(b) The Parties hereby acknowledge and agree to the following terms, conditions and provisions related to the Lot 6 Corner Sign:

(i) Subject to the terms of this Section 4(b), if LAFC constructs the Lot 6 Corner Sign, then commencing on the date immediately following the third (3rd) annual anniversary of the date the Stadium on the LAFC Parcel first opens for business (the “**L6CS Commencement Date**”), LAFC will pay District an amount (the “**District Share**”) equal to twenty-five percent (25%) of the gross revenues received and collected by LAFC from the Lot 6 Corner Sign, excluding any naming rights consideration that includes the use of the Lot 6 Corner Sign by LAFC’s naming rights partner; provided, however, in no event shall the District Share (A) be less than Two Hundred Fifty Thousand Dollars (\$250,000) in any Sign Year (as hereinafter defined), or (B) exceed One Million Dollars (\$1,000,000) in any Sign Year (the “**Cap**”). As used herein, a “**Sign Year**” shall mean each twelve (12) full calendar month period following the L6CS Commencement Date.

(ii) The Cap shall be subject to adjustment following the end of each five (5) Sign Year interval following the L6CS Commencement Date based on the percentage change in the CPI (as hereinafter defined) between the CPI for the applicable adjustment date and the CPI in effect as of the L6CS Commencement Date. As used herein, “**CPI**” means the United States Department of Labor, Bureau of Labor Statistics “Consumer Price Index” for Urban Wage Earners and Clerical Workers (CPI-W), All Items published for Los Angeles–Riverside–Orange County, CA, with a base of 1982-1984 = 100. If the CPI ceases to be published, with no successor index, then the parties shall reasonably agree upon a reasonable substitute index. The CPI for any adjustment date means the CPI last published before the calendar month that includes such date.

(iii) LAFC shall pay the District Share to District on an annual basis within sixty (60) days following the end of each Sign Year, which payment shall contain reasonable supporting information regarding gross revenues for the applicable Sign Year. In no event shall District’s Share be charged with any initial construction costs or any ongoing maintenance, repair or replacement costs related to the Lot 6 Corner Sign. The foregoing right shall remain in effect for so long as the LAFC Lease remains in effect, LAFC continues to occupy the LAFC Parcel and the Lot 6 Corner Sign exists. Subject to applicable legislative appropriations approval, District agrees that all of the District Share shall be deposited into the Exposition Park Improvement Fund (as established by California Food and Agricultural Code §4106(b)) and will be reinvested by District in the southern portion of Exposition Park, including Parking Lots 4, 5 and 6, and the edges of Exposition Park along Figueroa Street and Martin Luther King Jr. Boulevard adjacent to the LAFC Parcel to keep such areas in an attractive, well-maintained condition consistent with the redevelopment and operation of the LAFC Parcel, including new entrance portals, way-

finding improvements, maintenance of the parking lots (including any future replacements thereof), landscaping of the foregoing edges and appropriate fencing and lighting related thereto.

(iv) Anything to the contrary notwithstanding, District acknowledges that LAFC will have the exclusive right to elect to construct (and to commence construction of) the Lot 6 Corner Sign at any time prior to December 31, 2018. Thereafter, LAFC will have a non-exclusive right to construct the Lot 6 Corner Sign, subject to District's concurrent right to elect to construct the Lot 6 Corner Sign. If District elects to and commences to construct the Lot 6 Corner Sign before LAFC, then except as the Parties may otherwise agree in writing, (A) LAFC will have no obligation to pay District any amounts for or with respect to the construction, maintenance, repair, replacement or operation of the Lot 6 Corner Sign, (B) District will have the right to retain all revenue generated from the Lot 6 Corner Sign, and (C) District agrees that LAFC will have a right of first offer with respect to a prominent position on the Lot 6 Corner Sign to identify the Stadium (and/or LAFC's naming rights partner), subject to payment to District of the rate charged by District to other Exposition Park entities.

(v) If LAFC constructs and operates the Lot 6 Corner Sign as contemplated herein and, after a three (3) year period following the LAFC Open Day, LAFC determines that it is economically unfeasible to continue to operate the Lot 6 Corner Sign as a result of the amount of the District Share required to be paid hereunder, then LAFC may, at its option, elect to remove the Lot 6 Corner Sign by giving District written notice thereof. Upon District's receipt of LAFC's removal election notice, District may elect to:

(A) notify LAFC in writing within one hundred eighty (180) days after District's receipt of LAFC's removal election notice that District will agree to take-over the operation and maintenance obligations of the Lot 6 Corner Sign at the end of said 180-day period, in which event (1) LAFC will not remove the Lot 6 Corner Sign and will assign to District, or terminate (at District's election), all contracts related to the Lot 6 Corner Sign, provided, that LAFC may only be required to terminate contracts that are terminable without payment unless District agrees to pay any applicable termination fee, and (3) the terms of Section 4(b)(iv)(B) and (C) above will apply; or

(B) meet and confer with LAFC to reduce the District Share to a mutually agreeable amount that will allow LAFC to continue to operate the Lot 6 Corner Sign on a profitable basis.

If District does not agree to take-over the Lot 6 Corner Sign pursuant to the option in clause (A) above, or if District elects to reduce the District Share but the Parties are unable to agree on the amount of such reduction within ninety (90) days after LAFC's receipt of District election pursuant to clause (B) above, but not later than one hundred eighty (180) days after the date of LAFC's removal election notice, then LAFC shall have the right at any time thereafter to remove the Lot 6 Corner Sign.

(c) Without limiting or modifying the terms of Section 2.4(c) of the OEA, prior to the Redevelopment Completion Date, LAFC and Park Manager shall meet and confer, together with other interested Exposition Park entities, to endeavor to jointly establish a temporary banner sign policy for purposes of effectuating the terms of Section 2.4(c) of the OEA and LAFC's use of temporary banner signs on LAFC Event days, as well as the coordination of the use of temporary banner signs in Exposition Park by other Exposition Park entities, including USC and the museum stakeholders. Any proposed new installation of poles on the District Parcel shall be subject to the approval of the District (and DGS) in accordance with the general process established for the review of plans in Section 2.3(i) of the OEA. The

use of poles on the District Parcel for such temporary banner signs shall be at no additional consideration to LAFC, except that LAFC shall be solely responsible for the installation and removal of its temporary banner signs consistent with any banner sign policy established by the District and/or the reasonable requirements of the Park Manager. LAFC shall be responsible for any damage caused to any poles or any other affected areas of the District Parcel resulting from its exercise of the rights set forth in the Agreements related to LAFC banner signs.

5. **Permanent Staff.** In consideration of certain agreements of the District contained in the Agreements and to offset certain additional costs, expenses and obligations that District may suffer or incur resulting from the substantial anticipated increase in utilization of the District Parcel as a result of the Stadium Project (as defined in the LAFC Lease), LAFC has agreed to contribute an amount (the “**Staffing Contribution**”) to District to offset costs incurred by the District in hiring a new permanent staff member for the Office of the Park Manager (the “**New Staff Member**”). The Staffing Contribution will be an amount equal to Seventy Eight Thousand Seven Hundred Fifty Dollars (\$78,750) annually (based on 75% of the anticipated first year annual compensation for the New Staff Member (the “**Contribution Percentage**”), which shall be payable in monthly installments of \$6,562.50 commencing on the 1<sup>st</sup> day of the calendar month following the date all of the LAFC Lease Documents have been approved by all applicable Governmental Authorities and executed by all applicable parties thereto, including LAFC, USC, District and Commission, as applicable, and thereafter each monthly installment shall be paid on or before the 1<sup>st</sup> day of each calendar month for so long as (i) the LAFC Lease remains in effect, and (ii) LAFC is occupying any portion of the LAFC Parcel. The District further acknowledges that while the New Staff Member will not be dedicated to the LAFC Parcel uses under the Agreements, based on the justification for such new hire being the LAFC generated anticipated increase in utilization of portions of the District Parcel, such New Staff Member will be directed to attend to LAFC uses and issues, including LAFC Events (as defined in the LAFC NDA) under the Agreements and LAFC NDA on a streamlined, expedited, first priority response basis to the greatest extent possible within the parameters of such New Staff Member’s employment. LAFC acknowledges that as compensation for the New Staff Member increases over time as a result of collective bargaining, that the Contribution Percentage will decrease proportionately if the Staffing Contribution is not adjusted. Based on the foregoing, as the District becomes aware of any annual compensation increase contemplated for the New Staff Member, District will deliver written notice thereof to LAFC, which notice shall contain a reasonably detailed description of the nature and extent of the contemplated increase. Thereafter District and LAFC will meet and confer to discuss an adjustment to the annual Staffing Contribution hereunder. If the Parties are unable to reach an agreement on an increase to the amount of the Staffing Contribution, then LAFC acknowledges that the level of service provided by the New Staff Member with respect to LAFC uses and issues may then decrease to the then existing Contribution Percentage based on the then payable Staffing Contribution and the new annual compensation for the New Staff Member.

6. **Assessments.** LAFC acknowledges that the LAFC Parcel is included in the Figueroa Corridor BID (the “**FC Bid**”) and that the LAFC Parcel shall be subject to imposition of assessments resulting therefrom on the same basis that such assessments are assessed and imposed against all other property located in the FC Bid, which assessments shall be billed to LAFC as part of the general real estate tax bills issued for the LAFC Parcel. At any time that the LAFC Parcel is not separately assessed from the Coliseum Property, District agrees to cooperate with LAFC to provide USC and LAFC with the basis for allocating the FC Bid assessment against the Coliseum Property and the LAFC Parcel. Without limiting or modifying LAFC’s obligations and liabilities under the Agreements, the Parties acknowledge and agree that, except as expressly provided in the Agreement or the LAFC NDA, no further fee, charge, tax, assessment, imposition, levy, cost or expense of any kind or nature whatsoever will be imposed against or charged to LAFC with respect to the LAFC Parcel or any of the easements and rights granted to LAFC under the Agreements.

7. **Default.** The terms of Article 7 of the OEA shall apply as fully to defaults under this Agreement as if such provisions were set forth herein in their entirety herein.

8. **Binding Effect and Covenants.** This Supplemental Agreement shall inure to the benefit of and be binding upon each Party, its successors and assigns. For clarity, District is also known as the California Science Center pursuant to §4101 of the California Food and Agricultural Code.

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

To District: Department of General Services  
Real Estate Services Division - Sold  
707 Third Street, Fifth Floor  
P.O. Box 989052  
West Sacramento, CA 95798-9052  
(916) 375-4025

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

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

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

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

The address to which notices must be given pursuant to this Supplemental Agreement to any Party or notice party may be changed by written notice given by the subject Party to the other Parties as provided in this Section 9. 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 Supplemental 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.

10. **Waiver**. The failure of a Party to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein shall not be deemed a waiver of any rights or remedies that said Party may have, and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the covenants, conditions and restrictions contained herein by the same or any other Party.

11. **Partial Invalidity**. If any term or provision of this Supplemental Agreement or the application hereof to any Party or circumstance shall to any extent be invalid or unenforceable, then the remainder of this Supplemental Agreement and the application of such term or provision to the other Party or circumstances shall be unaffected thereby, and each term and provision of this Supplemental Agreement shall be valid and enforceable to the fullest extent permitted by law.

12. **No Partnership**. The provisions of this Supplemental Agreement are not intended to create, nor shall they in any way be interpreted or construed to create, a joint venture, partnership or any other similar relationship between the Parties. Each Party shall be considered a separate Party and no Party shall have the right to act as agent for another, unless expressly authorized to do so herein or by separate written instrument signed by the party to be charged.

13. **Amendment; Termination**. This Supplemental Agreement may not be modified or terminated except by a written instrument duly executed and acknowledged by the Parties.

14. **Time of Essence; Force Majeure**. Time is of the essence with respect to the performance of each obligation of this Supplemental Agreement. Whenever performance is required by any Party hereunder, such Party shall use all due diligence to perform and take all necessary measures in good faith to perform; provided, however, that if completion of performance shall be delayed at any time by reason of acts of God, war, civil commotion, riots, strikes, picketing or other labor disputes, unavailability of labor or materials, damage to work in progress by reason of fire or other casualty, or any other cause beyond the reasonable control of such Party, then the time for performance as herein specified shall be extended by the amount of the delay actually so caused. Notwithstanding the foregoing, the provisions of this section shall not operate to excuse any Party from the prompt payment of any monies required by this Supplemental Agreement to be paid.

15. **Estoppel Certificate**. Each Party agrees that it will issue within thirty (30) days after receipt of written request from the other Party (and, in the case of LAFC, from MLS), or its Lienholder or prospective Lienholder or successor, an estoppel certificate stating to the best of the issuer's knowledge as of such date: (i) whether it knows of any default under this Supplemental Agreement by the requesting

Party, and if there are known defaults, specifying the nature thereof in reasonable detail; (ii) whether this Supplemental Agreement has been assigned, modified or amended in any way by it and if so, then stating the nature thereof in reasonable detail; and (iii) whether this Supplemental Agreement is in full force and effect. The parties acknowledge that such certificates may be relied upon by the requesting party, including transferees, Lienholders and leaseback lessors.

16. **Attorneys' Fees.** In the event any Party initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Supplemental Agreement, the prevailing Party or Parties in any such action or proceeding shall be entitled to recover from the non-prevailing Party in any such action or proceeding its reasonable costs and attorneys' fees (including its reasonable costs and attorneys' fees on any appeal). All such costs and attorneys' fees shall be deemed to have accrued on commencement of any legal action or proceeding and shall be enforceable whether or not such legal action or proceeding is prosecuted to judgment.

17. **Bankruptcy Integration.** District acknowledges that as a result of the integrated nature of the LAFC Lease Documents, including this Supplemental Agreement and LAFC Rights with certain of the Master Agreements (as defined in the LAFC NDA), and notwithstanding that such agreements are contained in separate documents, the intention is for the LAFC Lease Documents, this Supplemental Agreement and LAFC Lease Rights and the applicable Master Agreements related thereto to be one integrated and indivisible contractual arrangement for purposes of Bankruptcy Law (as defined in the LAFC Lease). District acknowledges and agrees that it will not contest or challenge the enforceability or applicability of the bankruptcy integration provision in any of the LAFC Lease Documents, including this Section 17 so that LAFC has the necessary assurances required with respect to the LAFC Lease and its substantial investment in the Land, including the assurance that in any bankruptcy proceeding (A) of LAFC's then current landlord, if such landlord is then also a tenant under a lease with respect to the Land, such current landlord will not have the right to accept its lease and reject the LAFC Lease, but rather may only accept both or reject both, and (B) an acceptance of some but not all of the LAFC Lease Documents will not be allowed so that any Party to this Supplemental Agreement that is the debtor in any bankruptcy proceeding may not accept the LAFC Lease but reject any of the other LAFC Lease Documents, including this Supplemental Agreement, it being expressly understood and agree that the intention of the Parties is that the LAFC NDA, the Tri-Party Agreement, the OEA and this Supplemental Agreement may not be rejected by any Party hereto so that the LAFC Lease remains in effect without the benefit of such LAFC Lease Documents and this Supplemental Agreement. In addition, the Parties further agree that to the extent any bankruptcy court determines that any of the foregoing documents or rights are not integrated despite the intention of the Parties in the LAFC Lease Documents and/or the LAFC Lease Documents or any of them are rejected, then LAFC shall in any event retain its possessory rights under Section 365(h)(i)(A)(ii), if any, with respect to the Land upon the same terms, conditions and provisions as contained in the LAFC Lease Documents, including with the benefit of all LAFC Lease Rights.

18. **Governing Law.** This Supplemental Agreement shall be governed by, enforced and construed in accordance with the laws of the State of California.

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

20. **Recording.** This Supplemental Agreement will not be recorded by either Party.

21. **Authority.** Each Party hereby represents and warrants to each other Party that (i) all authorizations or actions required to authorize the execution, delivery and performance of this Agreement by such Party have been taken or obtained, (ii) the persons executing and delivering this Supplemental



Agreement on such Party's behalf are duly authorized and empowered to do so, (iii) this Supplemental Agreement is the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, and (iv) there is no other person or entity that has any interest in such Party, or its Parcel whose consent is required to render any of the terms of this Supplemental Agreement effective or binding upon such Party.

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

**IN WITNESS WHEREOF**, the Parties hereto have caused this Supplemental Agreement to be executed as of the day and year first above written.

District: **SIXTH DISTRICT AGRICULTURAL ASSOCIATION**,  
an Institution of the State of California,

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

**CALIFORNIA NATURAL RESOURCES AGENCY**,  
an 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: \_\_\_\_\_

LAFC: **LAFC SPORTS, LLC**,  
a Delaware limited liability company

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

**EXHIBIT A**

**OEA**

[See the following \_\_\_\_\_ (\_\_\_) pages]