# AMENDED AND RESTATED LEASE AND AGREEMENT

**BY AND BETWEEN**

**LOS ANGELES MEMORIAL COLISEUM COMMISSION**

**AND**

**UNIVERSITY OF SOUTHERN CALIFORNIA**

**_____, 2012**

April 24, 2012

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# AMENDED AND RESTATED LEASE AND AGREEMENT

This AMENDED AND RESTATED LEASE AND AGREEMENT (this "***Agreement***") is made and entered into as of _____, 2012 (the "***Effective Date***"), by and between the LOS ANGELES MEMORIAL COLISEUM COMMISSION, a joint powers agency created by agreement among public agencies pursuant to Title 1, Division 7, Chapter 5 (Section 6500 et seq.) of the California Government Code ("***Landlord***"), and the UNIVERSITY OF SOUTHERN CALIFORNIA, a California nonprofit public benefit corporation ("***Tenant***").

## RECITALS

A. Landlord is empowered and authorized to manage, operate and maintain the Los Angeles Memorial Coliseum and its surrounding grounds, as more particularly described on the attached **Exhibit A** (the "***Coliseum Property***") and the Los Angeles Memorial Sports Arena ("***Sports Arena***") and its surrounding grounds, as more particularly described on the attached **Exhibit B** (the "***Sports Arena Property***") pursuant to the Amended and Restated Los Angeles Memorial Coliseum Management Agreement dated November 9, 1976 and amendments thereto (collectively, the "***Joint Powers Agreement***"), by and among the City of Los Angeles, County of Los Angeles and State of California Sixth District Agricultural Association (also known as the California Science Center, hereinafter "***District***").

B. Pursuant to its authority, Landlord leases the Coliseum Property from the District pursuant to a lease originally dated January 3, 1956, and most recently amended as of February 13, 2008 (the "***Coliseum Lease***"), for a term that expires on December 31, 2054. Landlord also leases the Sports Arena Property from the District pursuant to a lease originally dated January 3, 1956 and most recently amended as of February 13, 2008 (the "***Sports Arena Lease***") for a term that expires on December 31, 2054. Together, the Coliseum Property and the Sports Arena Property are referred to as the "***Leased Property***", and the Coliseum Lease and the Sports Arena Lease are referred to as the "***District Leases***".

C. Pursuant to the Joint Powers Agreement, Landlord is empowered to manage, operate and maintain additional property located in the vicinity of the Leased Property, including, three parcels in "Parking Lot 1" in Exposition Park, and one parcel in "Parking Lot 3," a portion of which is located in Jesse Brewer Park, as more particularly described on the attached **Exhibit C** (collectively, the "***Parking Lot Property***"). Landlord is also the owner of additional property consisting of a freeway sign and associated property located along the 110 Freeway located at 3843 Grand Avenue, Los Angeles, as more particularly described on the attached **Exhibit D** (the "***Owned Property***") Together, the Leased Property, the Parking Lot Property and the Owned Property are referred to in this Agreement as the "***Premises***".

D. Landlord and Tenant entered into that certain Lease and Agreement dated May 14, 2008 concerning the lease by Landlord to Tenant of the Coliseum Property for the use of the Coliseum Property as the home stadium for the University of Southern California football team (the "***Prior Agreement***").

E. Landlord desires to provide for the on-going use of the Coliseum Property as the home stadium for the University of Southern California football team to further the purpose of the continuing operation of the Coliseum Property as a world renowned public event venue.

F. Landlord also desires to provide for the on-going use of the Leased Property in compliance with the public benefit requirements set forth in the District Leases.

G. Subject to the provisions of Section 17.12, Landlord and Tenant desire to amend and restate the Prior Agreement effective as of the Commencement Date to modify the terms on which the Coliseum Property is thereafter leased to Tenant and to expand the leased premises to include the Sports Arena Property, all in accordance with the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the premises, mutual promises, covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Landlord and Tenant hereby agree that effective as of the Commencement Date (but subject to Section 17.12) the Prior Agreement is amended and restated in its entirety as set forth in this Agreement.

## 1. Definitions.

As used herein, capitalized words and expressions used in this Agreement, and other terms and expressions defined in the Glossary attached to this Agreement, shall have the meanings given to them in the Glossary.

## 2. Premises.

2.1 Lease of Premises. Subject to all of the terms and conditions of this Agreement, Landlord hereby leases the Premises to Tenant, and Tenant hereby leases the Premises from Landlord for the Term set forth in Article 3.

2.2 Other Property. In connection with the lease of the Premises, Landlord hereby transfers to Tenant for the Term a leasehold interest in the property described on **Schedule 2.2-1**, to the extent such property is owned by Landlord or leased by Landlord from a third party (collectively, the "***Other Property***"). The Other Property is leased to Tenant with absolutely no representations or warranties of any kind or character, express or implied, including but not limited to any warranty as to fitness for any particular purpose; provided, however that Landlord hereby represents and warrants that none of the Other Property is leased by Landlord from a third party other than the west end video board and associated equipment leased from Kinetic Leasing, Inc. pursuant to the Kinetic Leasing Lease (as defined in Section 4.2(c)). Prior to the Commencement Date, Landlord shall provide to Tenant a materially complete inventory (including, as applicable, tag numbers, serial numbers, etc.) and location of all tangible assets being leased pursuant to this Section 2.2. As of the Commencement Date, Landlord shall assign Landlord's rights under the Kinetic Leasing Lease to Tenant, and Tenant shall assume Landlord's obligations under the Kinetic Leasing Lease, for the duration of the Term pursuant to an assignment of lease in the form of **Schedule 2.2-2**. As of the expiration of the term of the Kinetic Leasing Lease, the west end video board and associated equipment shall be automatically included in the Other Property and leased directly by Landlord to Tenant without the need for

any further documentation. As a condition to the occurrence of the Commencement Date, Landlord shall obtain an estoppel certificate from Kinetic Leasing, Inc. with respect to the Kinetic Leasing Lease in the form of **Schedule 2.2-3**; provided, however, that Landlord shall not be in default of this Lease if Landlord is unable to obtain such estoppel certificate. With respect to any licenses, contracts, leases and other agreements included on **Schedule 2.2-1**, as of the Commencement Date Landlord shall be deemed to have assigned to Tenant Landlord's rights, title and interest in and to such licenses, contracts, leases and other agreements arising or accruing during the Term of this Agreement, and Tenant shall be deemed to have assumed the performance of all of Landlord's obligations and liabilities under such licenses, contracts, leases and agreements arising or accruing during the Term of this Agreement.

2.3 District Leases. This Agreement is subject to the terms and provisions of the District Leases, as the District Leases may hereafter be amended in a manner that does not violate the terms and provisions of this Section 2.3. Landlord hereby agrees that it will not at any time during the Term amend or modify the District Leases in any manner that could reasonably be deemed to have any effect on Tenant under this Agreement or as a direct tenant of the District pursuant to the NDA, without the prior written consent of Tenant, which Tenant may withhold in its sole discretion.

(a) Notwithstanding the foregoing, as a condition to the occurrence of the Commencement Date, Landlord shall have a one-time right to amend the District Leases (the "**District Lease Amendments**") to provide for the following:

(i) the direct payment of rent under the District Leases to the District by Tenant, on behalf of Landlord;

(ii) the modification of each respective two (2) year cure period set forth in Article 7 of the Coliseum Lease and Article 9 of the Sports Arena Lease to a cure period of such shorter duration as agreed upon by Landlord and the District;

(iii) a limitation on the number of Events held at the Premises (including both the Coliseum Property and the Sports Arena Property) for which the attendance exceeds 25,000 persons ("**Major Events**") to a maximum of twenty-five (25) Events in the aggregate during any calendar year; provided, however, that the following Events shall not be Major Events: (A) the Olympics, the Special Olympics, and the Super Bowl, and (B) Commission Events during the time period that a National Football League team is hosting football games at the Coliseum on a temporary basis while a permanent facility is being constructed for such team, which time period shall in no event exceed four (4) years; and

(iv) the District Lease Amendments shall not include any of the additional provisions set forth in Section 6 of that certain Ground Lease Agreement dated as of September 29, 2006 by and between the District and the County of Los Angeles for the premises commonly known as the Los Angeles County Museum of Natural History, including without limitation provisions empowering an Exposition Park manager to approve Events held at the Premises.

(b) Tenant shall have the right to review and reasonably approve or disapprove the District Lease Amendment as complying with the terms of this Section 2.3, prior to Landlord's execution thereof.

2.4 Prior Agreement. Subject to Section 17.12, this Agreement will amend, restate and supersede in its entirety the Prior Agreement effective as of the Commencement Date. The terms and provisions of the Prior Agreement shall remain in full force and effect during the period between the Effective Date and the Commencement Date (the "***Contingency Period***"), except as modified by this Section. Notwithstanding the foregoing or any other contrary provision of the Prior Agreement or this Agreement, Landlord and Tenant hereby agree that during the Contingency Period (which, for purposes of subsections (a) and (b) below shall mean the period between the Effective Date and the Outside Date if the Commencement Date never occurs), the following terms and conditions set forth in subsections (a) and (b) shall apply:

(a) The obligations of Landlord and Tenant pursuant to Article 13 of the Prior Agreement, including those regarding the SCIA, the Capital Plan and the Additional Improvements (as such terms are defined in the Prior Agreement) shall be suspended during the Contingency Period, and Tenant shall not exercise any of the remedies set forth in Section 13.5(c) during the Contingency Period.

(b) Notwithstanding any contrary provision of the Prior Agreement (including, without limitation, Section 9.1), during the Contingency Period Landlord's sole obligation with respect to the maintenance and repair of the Premises shall be to maintain and repair the Premises in substantially the same manner and standard as Landlord maintained and repaired the Premises immediately prior to the Effective Date; provided, however, that notwithstanding any contrary provision of the Prior Agreement, Landlord shall have no obligation to make any capital improvement, repair, alteration, replacement or other expenditure with respect to the Premises during the Contingency Period. Landlord and Tenant shall cooperate in the transition of the maintenance, repair and operation of the Premises from Landlord to Tenant as of the Commencement Date.

(c) In the event that this Agreement is terminated pursuant to Section 17.12, then the Prior Agreement shall remain in full force and effect, and Tenant shall retain all rights and remedies against Landlord available under the Prior Agreement with respect to any default of Landlord under the Prior Agreement existing as of the Effective Date, except that (i) Landlord's obligations under Article 13 of the Prior Agreement, (ii) any obligations of Landlord under the Prior Agreement that are inconsistent with the terms and provisions of subparagraph (b) above, and (iii) Tenant's right to pursue any claims regarding existing Landlord defaults under the Prior Agreement, each shall be tolled between the Effective Date and the date that is sixty (60) days after the termination of this Agreement pursuant to Section 17.12.

(d) If the Transaction Contingency set forth in Section 17.12 of this Agreement is satisfied, waived or deemed waived, then effective as of the date of the satisfaction, waiver or deemed waiver of the Transaction Contingency, each of Landlord and Tenant waives, withdraws, releases and relinquishes any and all past, current and future rights, claims, suits, causes of action, remedies, liabilities and damages against the other party (and, in the case of Landlord as the other party, against Landlord's constituent entities), and its and their

trustees, officers, directors, commissioners, officials, agents or employees, which are based upon or relate or pertain to (A) the terms or provisions of Article 13 of the Prior Agreement, or any other terms or provisions of the Prior Agreement pertaining or relating to the SCIA, the Capital Plan or the Additional Improvements under the Prior Agreement (as such terms are defined in the Prior Agreement); or (B) any breach or default of the other party under the Prior Agreement prior to the Effective Date of this Agreement with respect to which the releasing party has knowledge as of the Effective Date; provided that the foregoing waiver and release shall not be deemed to modify or supersede the provisions of Section 16.4(a) of this Agreement.

2.5 Acceptance. Prior to entering into this Agreement, Tenant has operated in and on the Coliseum Property pursuant to the Prior Agreement. In addition, Tenant has made an independent examination of the Coliseum Property and the remainder of the Premises and all matters related to Tenant's decision to enter into this Agreement. Tenant does not rely on, and Landlord does not make, any express or implied representations or warranties as to any matters relating to the Premises. Tenant accepts the Premises in their existing "as-is" condition, with all faults and defects. Except to the extent otherwise provided in Section 16.4(a), Tenant hereby waives, releases and relinquishes any and all rights, claims, suits, causes of action, remedies, liabilities and damages against Landlord and Landlord's constituent entities, and its and their officers, directors, commissioners, officials, agents, employees and contractors (collectively, "***Landlord Parties***") based upon any defects in the physical condition of the Premises existing as of the Effective Date, regardless of whether such condition was known or unknown as of the Effective Date. Notwithstanding any other provision of this Agreement, nothing in this Agreement shall release or relieve Landlord from liability for, and Tenant hereby reserves all rights on account of or arising from, any material misrepresentations made by Landlord in this Agreement, or any material misrepresentations, misstatements or concealment of facts regarding the physical condition of the Premises made on Landlord's behalf by the persons holding the following titles in Landlord's organization as of the Effective Date: (a) each of the Commissioners, (b) Interim General Manager, and (c) Director, Stadium Operations and Special Projects that in each case (i) are fraudulent, and (ii) Tenant did not have actual knowledge of such misrepresentation, misstatement or concealment of facts as of the Effective Date.

2.6 License Agreement for Commission Parcel in Parking Lot 3. A portion of the Parking Lot Property consists of the parcel owned by the Landlord in Parking Lot 3 as depicted on **Exhibit C** (the "***Landlord Parking Lot 3 Parcel***"). Prior to the Commencement Date Landlord shall have the right to enter into a mutual license agreement with the District (the "***Parking Lot 3 Mutual License Agreement***") for (a) the use by the District of the Landlord Parking Lot 3 Parcel, and (b) the use by Landlord of 150 parking spaces located on the remaining portions of Parking Lot 3 owned by the District (the "***District Parking Lot 3 Property***"). The Parking Lot 3 Mutual License Agreement shall be for a term commencing upon approval by the Department of General Services and expiring on December 31, 2015, or such other term as reasonably approved by Tenant. Tenant shall have the right to approve the Parking Lot 3 Mutual License Agreement, which approval shall not be unreasonably withheld. If the Parking Lot 3 Mutual License Agreement is executed by Commission and the District, and approved by Tenant, then (i) this Agreement shall be subject and subordinate to the Parking Lot 3 Mutual License Agreement; (ii) effective as of the Commencement Date and continuing until any termination of this Agreement (but not beyond the term of the Parking Lot 3 Mutual License Agreement) Landlord shall be deemed to have assigned to Tenant all of Landlord's rights under

the Parking Lot 3 Mutual License Agreement arising or accruing from and after the Commencement Date, and Tenant shall be deemed to have assumed all of Landlord's obligations under the Parking Lot 3 Mutual License Agreement arising or accruing from and after the Commencement Date; and (iii) without limitation of the foregoing, effective upon the Commencement Date and continuing until the earlier of the termination of this Lease or the Parking Lot 3 Mutual License Agreement, Tenant shall be entitled to receive and retain all parking lot revenue received by Landlord under the Parking Lot 3 Mutual License Agreement and shall be responsible for all parking lot operating costs for which Landlord is responsible under the Parking Lot 3 Mutual License Agreement. Notwithstanding the foregoing, Landlord shall be entitled to retain, and Tenant shall have no rights or interests in, the compensation to be paid by the District to Landlord for use of the Landlord Parking Lot 3 Parcel for the period from January 1, 2007 through the Commencement Date of this Lease (the "***Past Use Payment***"). Neither Landlord nor Tenant shall have the right to amend the Parking Lot 3 Mutual License Agreement without the prior written consent of the other party, which approval shall not be unreasonably withheld.

**3. Term.**

3.1 Initial Period. The term of the lease of the Premises to Tenant pursuant to this Agreement (the "***Term***") shall commence as of the date (the "***Commencement Date***") that is the later of (a) the date that the contingency set forth in Section 17.12 has been satisfied, waived, or deemed waived, and (b) July 1, 2012. The Term shall continue until the last day of the month preceding the twentieth anniversary of the Commencement Date, unless the Term is sooner ended or extended pursuant to the provisions of this Agreement. For all purposes under this Agreement, the Term shall include any Extension Term for which an Extension Option is exercised under Section 3.2 below.

3.2 Extension Options. During the term of the District Leases, Landlord hereby grants Tenant five (5) successive options to extend the Term (the "***Extension Options***") for the periods set forth below (each, an "***Extension Term***" and collectively, the "***Extension Terms***"), unless the Term is sooner ended pursuant to the provisions of this Agreement:

(a) From the day after the twentieth anniversary of the Commencement Date to and including the twenty-fifth anniversary of the Commencement Date;

(b) From the day after the twenty-fifth anniversary of the Commencement Date to and including the thirtieth anniversary of the Commencement Date;

(c) From the day after the thirtieth anniversary of the Commencement Date to and including the thirty-fifth anniversary of the Commencement Date;

(d) From the day after the thirty-fifth anniversary of the Commencement Date to and including the fortieth anniversary of the Commencement Date; and

(e) From the day after the fortieth anniversary of the Commencement Date to and including December 31, 2054.

3.3 Manner and Time of Exercise of Extension Options. Subject to Section 3.4 below, each Extension Option shall be considered automatically exercised, and each Extension Term shall commence on the date after the expiration of the prior Term, unless Tenant notifies Landlord in writing not less than one (1) year prior to the then-scheduled expiration of the Term of its affirmative election not to exercise such Extension Option.

3.4 No Existing Defaults. Tenant shall have the right in its sole and absolute discretion to elect not to exercise an Extension Option. Notwithstanding any contrary provision of this Section 3.4 or Section 3.3 above, if as of the commencement date of any Extension Term, Tenant is in Default of this Agreement (i.e., after any written notice and cure period applicable under Section 16.1 of this Agreement), then, at Landlord's election by written notice to Tenant at any time not later than thirty (30) days after the date that such Extension Term would have commenced, the Term shall not be extended for such Extension Term, and this Agreement shall terminate as of the later of (a) the expiration date of the prior Term, or (b) thirty (30) days after such written notice from Landlord.

3.5 Additional Extension Options.

(a) In the event Tenant negotiates with the District (during the Term or thereafter) for a direct lease of the Leased Property (a "***Direct Lease***") for a term commencing either (i) upon the expiration of the District Leases, (ii) upon the expiration of any then-existing direct lease of the Leased Property between Tenant and the District, or (iii) upon the early termination of the District Leases (in which case Tenant becomes a direct tenant of the District with respect to the Leased Property), Landlord agrees to lease all, but not less than all, of the Parking Lot Property and the Owned Property to Tenant on commercially reasonable terms and conditions and for a term to end concurrently with the end of the Direct Lease, as the same may be extended from time to time; provided that the additional lease term with respect to the Parking Lot Property and the Owned Property shall not be longer than the date the Joint Powers Agreement expires. Landlord's obligations with respect to the lease of the Parking Lot Property and the Owned Property pursuant to this subsection shall survive the expiration or earlier termination of this Agreement, and shall not be subject to any otherwise applicable statute(s) of limitation. Notwithstanding the foregoing, if prior to the expiration of this Agreement (or within thirty (30) days after any early termination of this Agreement) Tenant has not committed to lease the Parking Lot Property and Owned Property from Landlord pursuant to this Section 3.5(a), then Landlord shall have the right to proceed to lease the Parking Lot Property and/or lease or transfer ownership of the Owned Property (or any portion of the Parking Lot Property or Owned Property) to any other Person, in which case (x) during the term of such third party lease Tenant's rights under this Section 3.5(a) shall not be applicable to any such portion of the Parking Lot Property or Owned Property that Landlord has leased to a third party pursuant to this sentence, and (y) upon a transfer of ownership of the Owned Property pursuant to this sentence Tenant's rights under this Section 3.5(a) shall terminate with respect to the Owned Property.

(b) In the event Tenant owns or leases the Coliseum Property, and Tenant negotiates with the District (during the Term or thereafter) for a direct lease of the Parking Lot Property (a "***Parking Lot Lease***") for a term commencing either (i) upon the expiration of the Joint Powers Agreement, (ii) upon the expiration of any then-existing direct lease between Tenant and the District, or (iii) upon the early termination of the Joint Powers Agreement (in

which case Tenant becomes a direct tenant of the District with respect to the Parking Lot Property), Landlord agrees to lease the Owned Property to Tenant on commercially reasonable terms and conditions and for a term to end concurrently with the end of the Parking Lot Lease, as the same may be extended from time to time (but Tenant shall not have the right to lease the Owned Property pursuant to this Section 3.5(b) during any period during which Tenant does not own or lease the Coliseum Property); provided that the additional lease term with respect to the Owned Property shall not be longer than ninety-nine (99) years. Landlord's obligations with respect to the lease of the Owned Property pursuant to this subsection shall survive the expiration or earlier termination of this Agreement, and shall not be subject to any otherwise applicable statute(s) of limitation. Notwithstanding the foregoing, if prior to the expiration of this Agreement or any lease under Section 3.5(a) above (or within thirty (30) days after an early termination of this Agreement or any such lease under Section 3.5(a) above) Tenant has not committed to lease the Owned Property from Landlord pursuant to this Section 3.5(b), then Landlord shall have the right to proceed to lease or transfer ownership of the Owned Property to any other Person, in which case (A) during the term of such third party lease Tenant's rights under this Section 3.5(b) shall not be applicable to any such portion of the Owned Property that Landlord has leased to a third party pursuant to this sentence, and (B) upon a transfer of ownership of the Owned Property pursuant to this sentence Tenant's rights under this Section 3.5(b) shall terminate.

## 4. Rent and Other Consideration.

4.1 District Rent. As consideration for Landlord's lease of the Premises, Tenant shall pay all "Base Rent" payable by Landlord under the District Leases, as and when due under the District Leases. Landlord hereby irrevocably directs Tenant to pay all such amounts directly to District on behalf of and for the benefit of Landlord. Tenant shall provide written confirmation to Landlord of the timely payment by Tenant to District of the amounts payable under this Section 4.1. If Tenant fails to timely pay any amount payable under this Section 4.1, Tenant shall be responsible for the direct payment to the District of any additional amounts (such as, but not limited to, late fees, penalties, or interest) required to be paid by Landlord to the District resulting from such failure by Tenant, and shall indemnify, defend and hold Landlord harmless from and against all claims, liabilities, damages, costs and expenses (including without limitation, reasonable attorneys' fees) incurred by or brought against Landlord by the District in connection with such failure by Tenant. As of the Commencement Date and as of the date this Agreement terminates prior to its natural expiration date (if applicable), the rent paid or payable under the District Leases shall be prorated between Landlord and Tenant. In connection with such proration, the parties acknowledge that the semi-annual installments of Base Rent under Article 5 of the Coliseum Lease and Article 7 of the Sports Arena Lease are paid in arrears and that thus, for example, the June 30, 2012 installment of Base Rent pertains to the period January 1, 2012 through June 30, 2012 and that the December 31, 2012 installment of Base Rent pertains to the period July 1, 2012 through December 31, 2012. If and to the extent that Landlord receives a credit or offset from the District against one or more semi-annual installments of Base Rent (or portions thereof) pertaining to any period after the Commencement Date in satisfaction of other amounts owed by the District to Landlord (including without limitation, the Past Use Payment referenced in Section 2.6 above which Landlord is entitled to receive from the District) such credit or offset shall not affect any amount to be paid by Tenant under this Section 4.1 with respect to the Base Rent under the District Lease due after the Commencement Date, and upon

submission of reasonably satisfactory documentation from the District showing such credit or offset, the amount of the credit or offset which is granted to Landlord by the District shall be paid by Tenant directly to Landlord.

4.2 Additional Rent to Landlord. Tenant shall also pay the following additional rent to Landlord set forth below in this Section 4.2.

(a) Tenant shall pay to Landlord an annual amount to fund ongoing Landlord operations, including costs for administration, performance and enforcement of this Agreement, and any real property assessments payable by Landlord (other than fines or penalties resulting from late payment by Landlord) ("***Landlord Operating Costs***"), which amount shall be determined and paid as provided in Section 4.4 below.

(b) Tenant shall pay to Landlord amounts equal to the annual cost of retiree health insurance premiums due from Landlord for Landlord's employees who retired prior to the Commencement Date, and who are identified on the attached **Schedule 4.2(b)**. Landlord has informed Tenant that from time to time Landlord has paid a varying percentage of the total health insurance premium for each retiree. For purposes of this Section 4.2(b), Tenant agrees to pay not less than the lesser of (i) seventy percent (70%) of the total health insurance premium for each retiree, and (ii) a percentage of the total health insurance premium for each retiree equal to the percentage then being paid by the University of California system for its retirees. Landlord agrees it shall not modify or amend its retiree health insurance coverage during the Term in a manner that would increase Tenant's obligations under this Section 4.2(b), without Tenant's prior written consent, to be granted or withheld in Tenant's sole discretion. The amounts required to be paid by Tenant pursuant to this Section 4.2(b) shall be included in the amount paid by Tenant to Landlord pursuant to Section 4.4 below.

(c) Tenant shall pay the monthly payments due under that certain Master Lease Agreement dated as of December 16, 2010 among Landlord, the Los Angeles Memorial Coliseum Association and Kinetic Leasing, Inc. related to the financing of the west end video board in the Coliseum, which payments shall be paid directly to Kinetic Leasing, Inc., as and when due under such Master Lease Agreement, for the remaining term of such Master Lease Agreement. Tenant shall provide written confirmation to Landlord of the timely payment by Tenant of the amounts payable under this Section 4.2(c). If Tenant fails to timely pay any amount payable under this Section 4.2(c), Tenant shall be responsible for the payment of any additional amounts (such as, but not limited to, late fees, penalties or interest) required to be paid by Landlord as a result of such failure by Tenant, and shall indemnify, defend and hold Landlord harmless from and against all claims, liabilities, damages, costs and expenses (including without limitation, reasonable attorneys' fees) incurred by or brought against Landlord by Kinetic Leasing, Inc. (or its successor or assign) in connection with such failure by Tenant.

(d) Tenant shall pay to Landlord the sum of Three Hundred Thousand Dollars ($300,000) for costs incurred by Landlord prior to the Commencement Date for structural improvements for the sound system serving the Coliseum, which amount shall be paid in three (3) installments of One Hundred Thousand Dollars ($100,000) each, the first such installment due and payable on the Commencement Date, and the second and third installments due on the first and second anniversaries of the Commencement Date.

(e) Tenant shall pay to Landlord Landlord's share of the Cumulative Calculated Amount described in Section 4.3, as and when payable under Section 4.3.

4.3 Cumulative Calculated Amount.

(a) Within ninety (90) days after the last day of each Lease Year (each such last day, an "***Annual Determination Date***"), Tenant shall calculate and report to Landlord the Cumulative Calculated Amount as of the Annual Determination Date. Each such report by Tenant to Landlord shall be in reasonable detail, and Tenant shall supply Landlord with such additional information as Landlord may reasonably request with respect to any aspect of any calculation reported.

(b) In the event that the Cumulative Calculated Amount determined as of any Annual Determination Date shall exceed $0, Tenant shall, concurrently with its report of that Cumulative Calculated Amount to Landlord under Section 4.3(a), pay to Landlord an amount that is equal to the excess (if any) of (x) Landlord's cumulative share of that Cumulative Calculated Amount determined in accordance with Section 4.3(c), over (y) the total of all payments previously made to Landlord by Tenant under this subsection (b).

(c) Landlord's cumulative share of the Cumulative Calculated Amount determined as of any Annual Determination Date is: (i) five percent (5%) of the first $2.5 million thereof; plus (ii) ten percent (10%) of the next $2.5 million thereof; plus (iii) fifteen percent (15%) of the next $2.5 million thereof, plus (iv) twenty percent (20%) of all amounts thereof in excess of $7.5 million; *provided,* each of the $2.5 million (and $7.5 million total) threshold amounts referenced in preceding clauses (i) through (iv) shall be adjusted at each Annual Determination Date to reflect the percentage change, if any, in the CPI most recently published prior to the Annual Determination Date as compared to the CPI most recently published prior to the Commencement Date.

(d) Examples of the application of Sections 4.3(b) and (c) are set forth in **Schedule 4.3(d)**. These examples are hypothetical and for purposes of illustration only.

(e) Tenant shall maintain a separate account for the revenue and expenditures associated with the Coliseum Property in order to provide the reports and statements required under Sections 4.3(a) and 14.1 below.

(f) Landlord agrees and acknowledges that Tenant may impose a ticket surcharge for Tenant Events in order to fund capital improvements and operating expenses. The amount of such ticket surcharge shall be Excluded Receipts to the extent such funds are applied to capital improvements, but the cost of any capital improvements funded by the ticket surcharge shall be included as Capital Improvement Items for the purposes of determining the Cumulative Calculated Amount. Tenant shall have the sole right to determine and adjust the amount of the ticket surcharge imposed from time to time; provided that (i) the average ticket price (excluding the ticket surcharge) for the applicable Event remains at a rate that is comparable to the rates then being charged by other venues and sponsors of similar athletic and other events; and (ii) without limitation of the requirement set forth in clause (i) above, Tenant agrees that the average ticket price for USC Home Football Games shall be no less than $50 during the Term. Landlord

acknowledges and agrees that as of the Commencement Date, (A) Tenant charges different prices per ticket for season tickets and single tickets, and ticket prices vary from game to game during each season; and (B) Tenant calculates the average ticket price by dividing the total of the ticket prices (other than Student/Staff Tickets) for each USC Home Football Game by the number of USC Home Football Games (e.g. $45, $45, $50, $50, $55, and $55 divided by 6 games equals an average ticket price of $50). In the future, Tenant may calculate its average ticket price by dividing the total amount of ticket revenues by the total amount of tickets sold in a season, or by any other commercially reasonable method of calculating the average ticket price.

(g) Landlord's share of the Cumulative Calculated Amount paid by Tenant for each Lease Year shall be used by Landlord for the following purposes: (i) the funding of any reasonable operating expenses of Landlord that are not paid by Tenant pursuant to Section 4.4; and (ii) the funding of facilities and programs benefiting or enhancing Exposition Park.

4.4 Landlord Operating Costs. The budgeted amount of Landlord Operating Costs for each Lease Year (the "***Operating Expense Budget***") shall be payable by Tenant to Landlord in monthly amounts in advance on or before the first day of each calendar month during the Term. The Operating Expense Budget for the first full Lease Year during the Term shall be $12,500 per month, and the Operating Expense Budget for any partial Lease Year at the commencement of the Term shall be prorated based on the first full Lease Year's Operating Budget.

(a) Permissible items included in Landlord Operating Costs are identified on the attached **Schedule 4.4**, and except as expressly set forth in this Agreement, Tenant shall have no obligation to pay or reimburse Landlord as a Landlord Operating Cost for any other costs, expenses or liabilities incurred by Landlord. If any new item or category of operational costs not set forth on **Schedule 4.4** hereafter arises which Landlord proposes to include in Landlord Operating Costs, Tenant shall have the right to approve or disapprove the inclusion of such new item or category in Landlord Operating Costs, which approval shall not be unreasonably withheld, conditioned or delayed. In no event shall Landlord Operating Costs include any costs, expenses or liabilities accruing prior to the Commencement Date.

(b) No later than sixty (60) days prior to the last day of each Lease Year (commencing with the first full Lease Year ending June 30, 2013), Landlord shall deliver to Tenant a reasonably detailed and itemized Operating Expense Budget for the Landlord Operating Costs to be paid in the next Lease Year. Any increase in the cost of a particular item or category of Landlord Operating Costs shall be based upon Landlord's good faith reasonable estimate of the increased cost of such particular item or category, with any such increase to be consistent with the prevailing market costs for such particular item or category of costs, and which shall be subject to Tenant's reasonable approval.

(c) Within sixty (60) days after the end of each Lease Year, Landlord shall provide to Tenant an accounting of the actual amount of Landlord Operating Costs for the immediately preceding Lease Year, and a reconciliation of such actual amount of Landlord Operating Costs against the Operating Expense Budget for such Lease Year. If the actual amount of Landlord Operating Costs for such Lease Year is less than the amount of estimated Landlord Operating Costs paid by Tenant for such Lease Year, then Tenant shall have the right

to offset the overpayment against the next monthly estimated Landlord Operating Cost payment(s) required to be paid by Tenant under this Agreement.

(d) In the event that Landlord reasonably determines as of the end of any calendar month that one or more items comprising Landlord Operating Costs have exceeded or will exceed the amount provided in the then-current Operating Expense Budget due to causes beyond Landlord's reasonable control, Landlord shall deliver to Tenant a reasonably detailed and itemized explanation for the overage, and if Tenant reasonably agrees that the overage was beyond Landlord's reasonable control, Tenant shall reimburse Landlord for the additional cost of such item by an increase in the next monthly payment of Landlord Operating Costs.

(e) Any trademark royalties paid to Landlord pursuant to Section 8.7 shall result in an equivalent deduction in the payment of Landlord Operating Costs for the applicable Lease Year in which such royalties are paid.

4.5 Additional Consideration. As additional consideration for this Agreement, Tenant will provide Landlord with the following at no cost or charge to Landlord:

(a) Use of appropriate office space (which shall include a separate locked door secure from entry) and associated parking for one (1) Landlord employee during the Term, which office space shall be located on the Premises or on other property owned by Tenant within a reasonable walking distance from the Leased Property, as Tenant from time-to-time reasonably determines; and

(b) Use of meeting space and associated parking for Landlord's public meetings adequate to comply with applicable Laws pertaining to Landlord's public meetings; provided that Landlord requests the use of such space in writing no later than thirty (30) days prior to the proposed date of any regular meeting (or such shorter period as is reasonable with respect to special meetings), which notice shall specify the expected duration of such meeting and the estimated number of attendees to be accommodated.

4.6 Net Lease. The parties acknowledge that the rent payable by Tenant under this Agreement is intended to be absolutely net to Landlord. Tenant shall be responsible for the entire cost of all utilities, taxes and other costs and expenses attributable to the operation, maintenance, repair and replacement of the Premises, including all improvements located thereon. Except as otherwise expressly provided to the contrary in this Agreement, all rent and other amounts required to be paid by Tenant to Landlord shall not be subject to abatement, credit, offset or reduction for any reason.

4.7 No Other Rent. Landlord agrees that it shall not impose any facility fee or tax on tickets issued for any event held, presented or exhibited on the Premises during the Term, or any other charges or rent other than as expressly set forth in this Agreement.

## 5. Permitted Use.

5.1 Permitted Use. Tenant acknowledges the public benefit requirements under the District Leases and the Joint Powers Agreement for the use of the Leased Property. During the Term, Tenant may use the Premises only for uses permitted under the District Leases and shall

comply with the public benefit requirements of the District Leases and the Joint Powers Agreement (including educational uses). Subject to the foregoing and to the other terms and provisions of this Agreement, Tenant shall have the exclusive right during the Term to possess, manage and operate the Premises for all purposes and events (collectively, "***Events***"). Subject to Section 6.2(b) below, Tenant shall be responsible for the operation and management of the Premises, including providing or engaging reasonable security.

5.2 Cooperation. Tenant shall collaborate and cooperate with all other entities operating facilities in Exposition Park regarding the scheduling of Events that require use of the parking facilities in Exposition Park. In addition, Tenant shall create (or authorize an existing Tenant board, committee or other liaison to serve as) an advisory board, committee or other liaison to interface and consult with the community regarding Tenant's use and operation of the Premises, including matters relating to Events, and associated effects upon Exposition Park and the surrounding community.

5.3 Compliance with Laws. Tenant shall comply with applicable Laws in connection with its use and operation of the Premises, including compliance with all Laws pertaining to curfews or noise levels applicable to the holding of Events.

5.4 Impermissible Activities. Tenant shall not, without the prior written consent of Landlord, which prior written consent may be withheld or denied in the sole and absolute discretion of Landlord, cause, allow, consent to, or promote any act or omission which (a) is of a hazardous nature or injurious to public safety or welfare, (b) would violate any Law, or (c) would invalidate, impair or jeopardize Tenant's or Landlord's policy or policies of insurance protecting against liability for injuries, death or property damage.

5.5 Quiet Enjoyment. Landlord covenants that Tenant (subject to its performance of the terms, covenants and conditions of this Agreement) shall peacefully and quietly have, hold and enjoy the Premises during the Term.

**6. Events.**

6.1 Event Scheduling**.** During each period from the second Wednesday of December through July 5 during each Lease Year (the "***Commission Event Period***"), Landlord may designate not more than eight (8) Public Interest Events at the Coliseum Property, inclusive of an annual July 4th celebration (collectively, "***Commission Event(s)***"). Additionally, Tenant agrees to consider in its reasonable discretion requests for additional Commission Events during the remainder of the month of July; provided that the Commission Events do not conflict with the conduct of or preparation for Events previously scheduled by Tenant. Commission Events shall be subject to the following:

(a) Tenant shall have the right to deny a requested Commission Event if (i) in Tenant's commercially reasonable judgment the Commission Event itself (as opposed to any public opposition to such Commission Event) creates unreasonable security or safety risks; provided that any denial complies with the District Lease of the Coliseum Property and applicable Laws; or (ii) the operator of the Commission Event lacks reasonable financial capacity, or fails to sign Tenant's commercially reasonable contracts for the conduct of Events,

fails to post any reasonably required security deposit; or (iii) the operator has breached the requirements imposed on any previous Commission Event involving such operator, or (iv) if Tenant reasonably determines that the Event would bring disrepute to Tenant or the Premises, or (v) if Tenant reasonably determines such use would violate the bylaws, regulations, policies or procedures of the NCAA or Pac-12. Commission Events shall also be subject to reasonable limitations and conditions that may be imposed by Tenant (either for all Commission Events or due to the specific nature of a proposed Commission Event), including without limitation the regulation of (A) the length of each Commission Event, including the opening and closing hours of such Commission Event, (B) security requirements, (C) maximum attendance capacity, and (D) other aspects of Commission Events that could reasonably be expected to create unreasonable security, health and safety, property damage or other liability risks.

(b) Tenant shall have the obligation to manage and supervise all Commission Events, except to the extent that Landlord is the direct operator of the Event. For avoidance of doubt, Tenant shall be responsible for the management and supervision of all Events (including, without limitation, Commission Events sponsored by third parties, but not Commission Events operated by Landlord), and the activities, acts or omissions of any operator, manager, sponsor, promoter, concessionaire, licensee, participant or other Person (other than Landlord or any Landlord Parties) engaging in any activities or use of the Premises during or in connection with an Event shall not be considered the activities, acts or omissions of Landlord or any Landlord Parties. Landlord shall have the obligation to manage and supervise any Commission Events for which Landlord is the operator.

(c) Neither Landlord nor any third-party operator of a Commission Event shall be charged any event fee, rental or other charge for the Commission Event, except that Tenant shall be permitted to require a third-party operator of a Commission Event (including Landlord if Landlord directly operates a Commission Event) to reimburse Tenant for the actual out-of-pocket costs incurred by Tenant for management of the Commission Event, excluding costs for food, beverage or other concessions operated by Tenant in connection with the Commission Event. To the extent that Tenant elects not to operate concessions, or not operate them at a level requested by a Commission Event sponsor, then the sponsor shall have the right to operate or have its own concessionaires operate (and retain the revenues from) its own or its concessionaires' concessions, subject to Tenant's reasonable approval of the scope and location of such concessions. In no event shall Tenant's concession facilities be used by such sponsor, unless approved in writing by Tenant in its sole discretion.

(d) For purposes of this Agreement, each calendar day of a Commission Event (including days for set-up and tear-down activities for such Event) shall be deemed a separate Event counting towards the total of eight (8) permitted Commission Events, but subject to the following: (i) the annual July 4th celebration shall constitute one Commission Event even though set-up, tear-down and ancillary activities for such event occur on the day preceding and/or the day following the principal day of celebration; (ii) a Commission Event with a closing time that extends beyond 12:00 midnight on a particular day shall not constitute an additional calendar day for the period from 12:00 midnight to the closing time that evening/morning; (iii) set-up activities for an Event that commence after 4:00 p.m. on the day before the Event shall not constitute an additional calendar day of a Commission Event and tear-down activities that do not extend beyond 12:00 Noon on the day after the Event shall not constitute an additional calendar

day of a Commission Event; (iv) the lining of a playing field or similar preparation activities shall not constitute activities that trigger treatment as an additional Commission Event; and (v) Landlord shall have the right to designate one Commission Event during each Lease Year in excess of the July 4th celebration that will continue for up to three consecutive calendar days (e.g., Friday, Saturday and Sunday), and which will be treated as one Commission Event.

(e) In connection with any use of the Premises by Landlord, Tenant shall have the right to restrict Landlord's use such that it does not violate any of the applicable bylaws, regulations, policies and procedures of the NCAA and Pac-12 with regard to the use and operation of the Premises, including those pertaining to use of the Premises for events in which prospective-age students participate.

6.2 NFL Team. Tenant shall cooperate with any request by the City of Los Angeles, County of Los Angeles and/or State of California for use of the Coliseum on a temporary basis (no more than four (4) years at any one time) by not more than one NFL football team at any one time. Tenant shall negotiate in good faith with the NFL to structure a sublease or occupancy agreement ("***NFL Agreement***") on fair market terms; provided that Tenant shall have the right to require that any NFL Agreement include a contribution by the NFL team to capital improvements at the Coliseum, provide that Tenant will not be obligated to incur any additional expense or liability, and include an indemnity in favor of Tenant by such NFL team against liabilities resulting from the NFL Agreement and the use of the Coliseum for NFL games, subject to commercially reasonable limitations for liabilities caused by Tenant. Additionally, Tenant shall have the right to refuse to enter into an agreement for occupancy of the Coliseum if (i) in Tenant's reasonable determination, the particular team being proposed poses security or safety concerns for persons or property on Tenant's adjacent campus, or (ii) such occupancy or activities associated with the NFL team (e.g. reciprocal marketing agreements) would cause violations of NCAA or Pac-12 bylaws, regulations, policies or procedures.

(a) In the event an NFL Agreement is negotiated and signed, during the term of the NFL Agreement the Commission Event Period each year shall commence on the second Wednesday of February rather than the second Wednesday of December, except that Landlord shall be permitted to include CIF high school football championship games as one collective Commission Event (subject to the terms of Section 6.1(d)) during the month of December; provided they do not occur on the day of a USC Home Football Game or an NFL game scheduled at the Coliseum.

(b) Funds that may be contributed by an NFL team for capital improvements in the Coliseum shall be Excluded Receipts for the purpose of determining Landlord's Cumulative Calculated Amount pursuant to Section 4.3, so long as the net effective rent paid by the NFL team constitutes a "commercially reasonable rent", which the parties agree shall be rent equal to or exceeding 8% of the total revenue received by the NFL team from the sale of admission tickets to each game played at the Coliseum. If the net effective rent paid by the NFL team to Tenant is below the rate of commercially reasonable rent taking into consideration the economic effect of rental or other economic concessions negotiated with the NFL team in the NFL Agreement that are not consistent with the generally prevailing market terms for other stadium rental agreements, then rent in an amount consistent with prevailing market terms shall be imputed as revenue received by Tenant for the purpose of calculating Tenant's Operating

Receipts during the term of the NFL Agreement. Notwithstanding the foregoing, in the event Tenant grants economic concessions without receiving any economic benefit (e.g. reducing rent merely for the purpose of attracting a team to Los Angeles), there shall be no such imputation of prevailing market terms.

(c) Tenant shall make the Coliseum available for Super Bowl L, subject to the successful negotiation of the terms and conditions of a mutually acceptable agreement on commercially reasonable terms between Tenant and the NFL.

6.3 Olympic Events. Tenant shall make the Coliseum available for Events related to any Olympics hosted in the County of Los Angeles, as well as the 2015 International Special Olympics that will take place in Los Angeles, subject to the negotiation of costs, required modifications to the Premises (including the temporary re-installation of track and field facilities), restoration of the Premises after the Olympic games by the relevant Organizing Committee, and other business issues to be negotiated with the organizers of such Events.

6.4 Film Shoots. Tenant shall have authority over all "film shoot" activities inside or on the Premises, and shall work with the Office of Exposition Park Management (or its successor entity) regarding the scheduling of such activities not only at the Coliseum but also throughout Exposition Park, including the fees to be charged for such activities. Among the fees to be charged for such activities shall be a "backdrop" fee payable by the applicant to Tenant if the proposed "film shoot" activity occurs on other properties in Exposition Park that are not covered by this Agreement but depict the Coliseum in the background.

6.5 Events Involving Prospective-Age Students. Tenant shall have the authority to approve or deny any activities inside or on the Premises that primarily involve prospect-age students (e.g., high school athletic events) to the extent that the activity would cause a violation of applicable NCAA or Pac-12 bylaws, regulations, policies or procedures regarding prospective age students. In that regard, Tenant shall work with Landlord and the Office of Exposition Park Management (or its successor entity) regarding the scheduling of such activities and the fees to be charged to ensure compliance with NCAA and Pac-12 bylaws, regulations, policies and procedures.

**7. Landlord's Employees.**

Commencing as of the Commencement Date, Tenant agrees to retain (at not less than existing salary levels identified on the attached **Schedule 7**) the salaried employees employed by Landlord immediately prior to the Commencement Date whose names are shown on **Schedule 7**. Tenant also agrees to retain, commencing as of the Commencement Date, the full-time hourly employees employed by Landlord immediately prior to the Commencement Date for custodial or other facility activities whose names are shown on **Schedule 7**. As a condition to employment, each retained employee shall be required to release Tenant from any and all claims that such employee may have against Landlord arising during or relating to such employee's prior employment by Landlord. Except to the extent any retained employee is terminated for cause, such employment shall continue for a period ending December 31, 2012. Tenant shall not be required to continue to fund pensions related to any benefit plans in which Landlord participated prior to the Commencement Date for any of the retained employees.

## 8. Advertising, Signage and Trademarks.

8.1 General Right. Subject to the terms and conditions of this Section 8, and subject to Section 11.5 (as applicable), Tenant shall have the right to install permanent and temporary advertising and signage within and on the exterior of the Coliseum, and elsewhere on and in the Premises without any obligation to seek the approval or consent of Landlord.

8.2 Permanent Signage. Subject to the terms and provisions of this Section 8 and subject to Section 11.5 (as applicable), Tenant shall have the sole and exclusive right to install, contract, sell, duplicate, exhibit, display, and otherwise control, and to receive and retain any and all revenues from, Permanent Signage, including the interior and exterior improvements and fixtures as well as the surrounding areas comprising the same, in whatever location or locations Tenant determines in its reasonable discretion from time-to-time, including on any entry gate or concession stand or on the main structure of any video board or scoreboard.

(a) All signage shall be in compliance with the Coliseum District Specific Plan for signage adopted by the City of Los Angeles in 2009, a copy of which is attached as **Schedule 8.2(a)**, as such plan may be amended from time to time; provided, however, that Landlord shall not request such an amendment that would affect Tenant's rights set forth in this Section without Tenant's consent, which consent shall not be unreasonably withheld, conditioned or delayed.

(b) Revenues from Permanent Signage, other than revenues from digital advertising content exhibited in the Coliseum on the day of any Events, shall be included in Tenant's Operating Receipts for the purposes of Section 4.3.

(c) Notwithstanding any other provision of this Article, Tenant shall not, without Landlord's prior written consent granted in Landlord's sole discretion, permit any Permanent Signage or Temporary Signage or other advertising that constitutes advertising of, or advertising of a brand name, trademark or trade name for, tobacco products, firearms, pornographic or adult-themed merchandise or services, any gambling or wagering business (with the exception of lotteries operated for the benefit of Governmental Authorities) or any other product or service that is reasonably anticipated to bring disrepute or harm to the reputation of Tenant or Landlord or that would result in a violation of NCAA, PAC-12 or International Olympic Committee rules or policies.

(d) The existing sign "Los Angeles Memorial Coliseum" and the Olympic rings shall remain in their current format and location on the outside face of the peristyle under the Olympic torch until such time (if any) as the name of the Coliseum is changed pursuant to Article 9 below. At any such time as the name of the Coliseum is changed, the location of the display of such name may be altered (subject to any approval rights of Landlord set forth in Section 11.5 (as applicable)), provided that the words "Memorial Coliseum" shall continue to be displayed in a manner no less prominent than the remaining words in the Coliseum name.

(e) Unless otherwise required by applicable Law, Tenant shall not have the right to demolish or alter the 110 Freeway sign without Landlord's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed.

(f) Subject to Section 8.2(c) above, Tenant shall have complete control over all digital content displayed on the scoreboards, video boards and elsewhere on the Premises, and Tenant shall be entitled to retain any revenues derived from such digital content, which shall be Excluded Receipts for the purposes of Section 4.3, except as otherwise provided in Section 8.2(b). Notwithstanding the foregoing, any display on top of the west video board shall be limited to 6-foot high letters, numbers or other characters.

8.3 Temporary Décor. Subject to Section 8.2(c) above, Tenant shall have sole, exclusive and complete control over all temporary stadium decor (graphics, flags, signs, pennants, balloons, etc.), including, without limitation, color and design, *provided that* items of decor shall not in any manner create a danger to any spectator, participant or other Person. Tenant shall have the right to utilize draping and banners for decoration and to cover seat sections where necessary in the discretion and at the expense of Tenant. Draping and banners used for commercial purposes shall be subject to the provisions of Section 8.4 below. The installation and removal of such items of temporary décor shall be at Tenant's sole cost, and Tenant shall remove items of decor as and when required under applicable Laws.

8.4 Temporary Signage. Subject to Section 8.2(c) above, Tenant shall have the sole and exclusive right to install, contract, sell, duplicate, exhibit, display, and otherwise control, and to receive and retain any and all revenues from, Temporary Signage on, in or at the Premises. Revenues from temporary signage (as defined by applicable ordinances) shall be Excluded Receipts for the purposes of Section 4.3.

8.5 Broadcast Rights. Tenant shall additionally have the right to broadcast or transmit Events, or to engage third parties to do so, by any technology Tenant deems appropriate, whether now existing or hereinafter devised, including without limitation via Internet, radio, television and satellite, and/or to film, tape and record such games by means of any technology, whether now existing or hereinafter devised, provided that for Commission Events Tenant shall not directly or indirectly receive revenues in excess of expenses from any such broadcast or transmission or the rights thereto.

8.6 Landlord Advertising. Tenant agrees that Landlord may use the public address system in the Coliseum to briefly announce up to two (2) upcoming Commission Events before and/or during half-time or other intermission of any USC Home Football Game, varsity soccer or lacrosse game; *provided that* no more than two (2) such announcements may be made during any game. Placement, duration and content of such announcements shall be subject to the prior approval of Tenant, which will not be unreasonably withheld or delayed. However, Tenant reserves the right, and shall have the authority to deny, any request to use the public address system if Tenant reasonably determines such announcement would violate NCAA or Pac-12 bylaws, regulations, policies or procedures.

8.7 Trademarks. In furtherance of its intended benefits under this Agreement, during the Term of this Agreement Tenant shall have the right to use all current and future trademarks related to the Coliseum ("***Landlord Trademarks***"), including those listed in Schedule 2.2-1, (a) conditioned upon the payment by Tenant to Landlord of a royalty in connection with the sale of merchandise featuring such trademarks in an amount equal to $20,000 per Lease Year, commencing as of any Lease Year in which Tenant begins to depict Coliseum trademarks in

merchandise sold by Tenant, and adjusted annually to reflect any change in the CPI since the Commencement Date or the prior adjustment date, as applicable (the "***Trademark Compensation***"); and (b) reservation by Landlord of the right to use all current and future trademarks related to the Coliseum for Landlord's own non-commercial purposes. Tenant shall at its expense (without charging back to Landlord) exercise reasonable efforts to monitor and prosecute against trademark infringement of the Landlord Trademarks and corresponding lost incomes, with the standing to sue hereby granted. To maintain the strength of Landlord's trademarks, Tenant shall provide services and goods bearing any Landlord Trademark professionally and/or of high quality. Upon Landlord's request, Tenant shall deposit sample merchandises and recorded programs with Landlord for quality control and archival purposes. Except for public informational or governmental use, Landlord shall not commercially exploit any trademark, service mark, trade name or symbol of Tenant or that is associated with Tenant (whether owned or licensed), without Tenant's prior written consent, which may be given or withheld in Tenant's sole discretion.

From time to time during the Term of this Agreement, but not more often than every five (5) years, Landlord shall have the right to (a) require Tenant to deliver to Landlord a report and back-up information in reasonable detail regarding the Tenant's use of Coliseum trademarks for the most recent five (5) year period; and (b) cause Tenant's actual use of Coliseum trademarks for such five (5) year period to be evaluated by an independent professional to determine if the then-current Trademark Compensation is a fair and equitable royalty for the level of such trademark usage by Tenant. Such independent professional shall be an individual with experience in the valuation of trademarks mutually selected by the parties. The cost of the evaluation shall be an approved Landlord Operating Cost. Tenant shall provide the independent professional with such information as reasonably required to perform the evaluation. If such independent professional determines that the then-current Trademark Compensation is less than a fair and equitable royalty for the level of such trademark usage by Tenant, then the Trademark Compensation shall be adjusted to equal the fair and equitable royalty amount determined by such independent professional for the level of such trademark usage. In lieu of an increase in the amount of the Trademark Compensation, Tenant shall have the right to agree to limit its future usage of the Coliseum trademarks to a level commensurate with the amount of the Trademark Compensation then in effect, as such usage level is determined by the independent professional. Any dispute pertaining to this Section 8.7 shall be subject to resolution in accordance with the terms and provisions of Section 16.7 of this Lease.

In the enjoyment of the Coliseum Property and Sports Arena Property, Tenant may create new trademarks incorporating Landlord Trademarks, subject to Landlord's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed), with the trademark rights in such combination marks vesting in Landlord.

## 9. Naming Rights.

9.1 General Rights. During the Term of this Agreement, Tenant shall be the exclusive holder of all naming rights to the Coliseum and its components, the Sports Arena, any additional or replacement improvements on the Premises, and the plazas and other pedestrian areas of the Premises. Tenant shall have the sole right and authority to negotiate the terms and conditions of one or more contracts granting such naming rights. Landlord acknowledges that

revenue from the exploitation of such naming rights may be a significant portion of the funding for capital improvements to the Premises. Landlord further acknowledges that naming rights may be: (a) commercial, in recognition of a paid sponsorship agreement with Tenant, either directly related to the specific facility for which naming rights are granted, or as part of a larger agreement with Tenant as an institution; (b) non-profit institutional (e.g. Tenant using the name "USC"); or (c) honorary, for particular individuals in recognition of philanthropy or service.

9.2 Naming of the Coliseum. Tenant's obligations with respect to the granting of naming rights for the Coliseum itself (and not merely the components thereof) shall be as follows:

(a) Tenant shall fulfill Landlord's obligations with respect to naming rights under the District Leases, subject to any limitations provided in the District Leases, and subject to Tenant's right to seek to renegotiate such obligations with the District at any time.

(b) All revenues received from the grant of commercial naming rights shall be included in Operating Receipts for the purposes of Section 4.3 in the Lease Year in which such revenues are recognized.

(c) In the event the Coliseum is named in connection with an non-profit institutional or honorary purpose, Tenant will include in Operating Receipts for the purposes of Section 4.3 only the amount determined under this Section 9.2(c) and Sections 9.2(d) and (e) below. In such event, the commercial fair market value of the naming rights (without regard to the amount of any actual donation being made in connection with the grant of the naming rights) as of the date the naming rights are granted by Tenant shall be determined by an independent professional research valuation study (to be paid for by Tenant) for top-tier college football stadiums, to be requested by Landlord at the time that such naming rights are granted by Tenant (similar to the IEG valuation study prepared at the request of Landlord in July 2011) (the "***Commercial Value Equivalent***"). Except as otherwise provided in subsection (d) below, the Commercial Value Equivalent shall be calculated as equal annual payments over the term of the actual naming rights grant (or the remaining Term of this Agreement, if there is no earlier termination date for the naming rights grant) (each such payment referred to as the "***Naming Rights Amount***"), and the Naming Rights Amount shall be included in Operating Receipts on an annual basis for each Lease Year from and after the date of the grant of the naming rights and continuing during the term of the actual naming rights grant (or the remaining Term of this Agreement, if there is no earlier termination date for the naming rights grant). The Commercial Value Equivalent and Naming Rights Amount shall not be recalculated or adjusted after their initial determination except as otherwise provided in subsection (e) below.

(d) In the event the Coliseum is named for a non-profit institutional or honorary purpose, and if the donation received in connection with such naming is to be paid in installments other than annual installments over the term of the naming rights grant (or the remaining Term of this Agreement, if there is no earlier termination date for the naming rights grant), Tenant may elect by written notice to Landlord prior to the calculation of the Commercial Value Equivalent that the Naming Rights Amount shall not be calculated as an annual payment, but shall instead be calculated and included in Operating Receipts in installments that coincide with the Lease Year in which installments of the donation are received.

(e) Notwithstanding the foregoing provisions of this Section 9.2, in connection with any grant of naming rights for a non-profit institutional or honorary purpose, in no event shall (i) the net present value of the Commercial Value Equivalent (calculated as of the date of the grant of the naming rights) exceed the net present value of the amount of the donation to be paid to Tenant (calculated as of the date of the grant of the naming rights); and (ii) if a donor does not actually pay a pledged donation (or a portion of a pledged donation) to Tenant, then for purposes of the limitation set forth in clause (i) above, the net present value of the amount of the donation shall be recalculated based on the donation amount(s) actually received by Tenant. Any net present value calculations under this Section 9.2(e) shall be performed using the same discount rate that was used in calculating the Commercial Value Equivalent.

(f) "Memorial Coliseum" shall be included in any modified name for the Coliseum. By way of example only, after the granting of naming rights, the Coliseum might be identified as "The [Naming Rights Sponsor's Designated Title, Name, Tradename or Trademark] Memorial Coliseum".

9.3 Component Naming Rights. Subject to the limitation on term in Section 9.1, Tenant shall have the right to grant permanent and temporary naming rights for components of the Coliseum and/or the Coliseum Property (e.g. peristyle, locker rooms, suites, etc.) in its sole discretion. Naming rights may be commercial, non-profit institutional or honorary. Revenues from "permanent and commercial" naming rights (a) shall be included in Operating Receipts for the purposes of Section 4.3; and (b) shall not be shared with the District, except as otherwise expressly required in the District Leases. Naming rights shall be deemed "permanent and commercial" if they identify a paid commercial sponsorship with permanent signage, as defined under applicable City of Los Angeles ordinances. Permanent non-profit institutional or honorary naming rights for stadium components and revenue from temporary naming rights (identified by temporary signage, as defined by applicable ordinances) shall be Excluded Receipts for the purposes of Section 4.3; provided, however, that a Naming Rights Amount based on the Commercial Value Equivalent of permanent non-profit institutional or honorary naming rights for components of the Coliseum shall be included in Operating Receipts if the name is in a location that has commercial value, meaning that it is (i) materially and regularly visible in broadcast images of the Coliseum during televised events, or (ii) generally visible from the stands within the Coliseum. The Commercial Value Equivalent and Naming Rights Amount imputed in connection with such naming rights shall be calculated and included in Operating Receipts in accordance with and subject to the same terms, conditions, procedures and limitations as set forth in Sections 9.2(c) through (e) above, in which case for this purpose each reference to "Coliseum" shall instead mean the particular component of the Coliseum and/or Coliseum Property for which the naming rights are granted.

9.4 Content Restrictions. The restrictions and limitations set forth in Section 8.2(c) pertaining to Permanent Signage and Temporary Signage shall also be applicable to the naming of the Coliseum and its components, the Sports Arena, and any other portions of the Premises.

## 10. Maintenance and Condition of Premises.

10.1 Coliseum Property. Tenant shall maintain, repair and replace (as necessary) the Coliseum Property in good order, condition and repair, but in all events in accordance with a

standard of maintenance and repair at least commensurate with that generally applicable as of the Commencement Date to the buildings and improvements located on the Tenant's University Park campus. Notwithstanding the foregoing, Landlord agrees and acknowledges that as of the Commencement Date the Coliseum Property will not be in the condition required by this Section 10.1, and that substantial portions of the Coliseum Property will not be capable of being brought into compliance with such condition without the completion of the capital improvements described in Section 11.1 of this Agreement. Therefore, during the period in which Tenant is required to perform the capital improvements described in Section 11.1 of this Agreement, Tenant's obligation under this Section 10.1 with respect to any portions of the Coliseum Property that remain to be upgraded pursuant to Section 11.1 shall be limited to the maintenance and repair of such portions of the Coliseum Property in substantially the same condition as existed on the Commencement Date, and in compliance with applicable Laws.

10.2 Sports Arena Property. Prior to any redevelopment of the Sports Arena Property, and during any continuing period of operation of the Sports Arena, Tenant shall maintain, repair and replace (as necessary) the Sports Arena Property in substantially the same condition as existed on the Commencement Date, and in compliance with applicable Laws; provided, however, that following any cessation of operation of the Sports Arena permitted under this Agreement, Tenant shall be required only to secure the building and to the maintain the exterior appearance of the Sports Arena in substantially the same condition as it existed on the Commencement Date to avoid blight, disrepair or deterioration. After redevelopment of the Sports Arena Property, the Sports Arena Property shall be maintained, repaired and replaced (as necessary) by Tenant in good order, condition and repair.

## 11. Coliseum Capital Improvements and Alterations.

11.1 Centennial Capital Program. Tenant shall be responsible for undertaking and achieving a comprehensive series of capital improvements to the Coliseum Property at Tenant's cost. Such effort is desired by both Landlord and Tenant as a Centennial Capital Program to be performed in connection with the 100th anniversary of the start of construction of the original Coliseum structure, which will occur in December, 2021. In connection therewith, and except as otherwise provided in Section 17.12, Tenant shall commence the following capital improvements by the second (2nd) anniversary of the Commencement Date, thereafter diligently proceed with the construction thereof on a continuing basis (in accordance with Tenant's internal phasing plans) that will facilitate the completion of such capital improvements by the tenth (10th) anniversary of the Commencement Date, and complete such capital improvements by the tenth (10th) anniversary of the Commencement Date:

(a) the capital improvements listed in Category 1 on the attached **Schedule 11**, which Tenant shall be required to complete; provided that some Category 1 projects may be subsumed within or obviated by a more comprehensive project (e.g. cold box refrigeration replaced with ice machines), or may be replaced by a substantial alternative project approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed; and

(b) the capital improvements listed in Category 2 on the attached **Schedule 11**, provided that, within each subcategory of Category 2 shown on **Schedule 11**, Tenant may

replace the listed projects with other replacement projects of equal or greater expense that are intended to generate equal or better revenue and/or provide equal or better public amenities.

11.2 Additional Improvements. In addition to the capital improvements referenced in Section 11.1 above, as and when funding is available from net operating revenues, grants or donor directed gifts, and based on justifiable business considerations, Tenant intends to make additional improvements (either before or after 2021, in Tenant's sole discretion) to improve the Coliseum and the amenities and experience offered to attendees of Events at the Coliseum.

11.3 Capital Expenditure Reserve. In addition to the capital improvements to be installed pursuant to Sections 11.1 and 11.2, and only when and if the Outstanding CapEx Balance is $0 without regard to reserves maintained under this Section 11.3, Tenant shall maintain an on-going commercially reasonable annual capital expenditure reserve (which may be funded through the ticket surcharge described in Section 4.3(f) and shall be determined in accordance with industry standards), to be used on an as-needed basis for additional facility improvements and capital repairs. Tenant shall have the right to withdraw some or all of the funds in the capital expenditure reserve at any time for capital expenditures, and shall not be required to keep a minimum balance in reserve.

11.4 Design Guidelines. Tenant shall consider the Coliseum Design Guidelines developed by the Coliseum Commission in 2009 (a copy of which is attached as **Schedule 11.4**) in the design and construction of capital improvement projects, and shall be required to comply with the Department of Interior Standards for Renovation of Historical Landmarks, or any other applicable Laws enacted during the Term.

11.5 Landlord Approval. Tenant shall not make any capital improvements to or alterations of the Coliseum Property without the prior written approval of Landlord to the extent that such capital improvements or alterations (a) materially affect the exterior structure or appearance of the Coliseum or Coliseum Property, or the historical significance of the Coliseum, (b) reduce the minimum seating capacity of the Coliseum below 80,000 seats (except that such 80,000 seating capacity threshold may be reduced to as low as 70,000 seats to the extent necessary to satisfy ADA or fire life safety requirements or to accommodate hospitality amenities), (c) are structural in nature, or (d) affect the physical structure of the peristyle arches and vertical structure (but not the deck), or affect the 1932 and 1984 Olympic displays.

## 12. Sports Arena Redevelopment and Alterations.

12.1 Demolition and Redevelopment. Tenant shall have the right, but not the obligation, to demolish the Sports Arena as long as the existing improvements are replaced with improvements that are (a) permitted by applicable land use Laws and consistent with the public benefit requirements of the District Lease for the Sports Arena Property; and (b) approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Landlord's approval shall not be required for the use of the Sports Arena Property for a soccer stadium, sports training facilities, playing fields, museum, amphitheater or other similar event space, provided that the improvements are operated in a manner consistent with the public benefit requirements of the District Lease. No building, structure or other venue on the Sports Arena Property shall have a seating capacity in excess of

24,950. Tenant acknowledges the existence of the Final Environmental Impact Report for the Redevelopment of the Los Angeles Memorial Sports Arena dated January 21, 2011. Upon and following any commencement of construction with respect to the redevelopment of the Sports Arena Property, Tenant shall prosecute such redevelopment to completion in a diligent manner.

12.2 Closure of Sports Arena. Notwithstanding the provisions of Section 12.1, prior to or in lieu of redevelopment of the Sports Arena Property, if Tenant reasonably determines that it is not cost effective to operate the Sports Arena, Tenant shall have the right, upon one hundred eighty (180) days prior written notice to Landlord (except in the case of a Force Majeure Event, in which case no notice is required) to cease all operation in the Sports Arena; provided that the building is secured and the appearance of the building exterior is maintained in substantially the same condition existing as of the Commencement Date to avoid blight, disrepair or deterioration. In such event, Tenant shall use Commercially Reasonable Efforts to make the Galen Center available for community Public Benefit Events, subject to priority for use by Tenant, and consistent with Tenant's current efforts to accommodate community events.

(a) Notwithstanding the foregoing, Tenant shall not have the right to cease operation of the Sports Arena prior to the second ($2^{nd}$) anniversary of the Commencement Date, except for redevelopment purposes. In the event of any redevelopment, Tenant shall not cease operation of the Sports Arena prior to entering into a binding written commitment for such redevelopment, unless as of April 1, 2014 or later Tenant has reasonably determined that pending redevelopment the Sports Arena is not cost effective to operate and Tenant complies with the requirements of the foregoing paragraph.

(b) Upon and following any cessation of operations in the Sports Arena other than for redevelopment purposes as described in subsection (a) above, Landlord thereafter shall have the right to terminate this Agreement with respect to the Sports Arena Property upon ninety (90) days' written notice to Tenant; provided that Landlord's termination notice shall have no force or effect if Tenant enters into a binding written commitment for the redevelopment of the Sports Arena during such 90-day notice period.

(c) Landlord shall also have the right to terminate this Agreement with respect to the Sports Arena Property upon ninety (90) days' written notice to Tenant in the event Tenant ceases operation of the Sports Arena for redevelopment purposes but fails to commence the redevelopment work within twenty-four (24) months after the date that Tenant enters into the binding commitment for such redevelopment (subject to delay in such commencement or prosecution of construction that is caused by Damage or a Force Majeure Event); provided that Landlord's termination notice shall have no force or effect if Tenant commences the redevelopment work during such 90-day notice period.

12.3 Other Alterations to Sports Arena Property. Except for redevelopment of the Sports Arena Property in accordance with the foregoing terms and provisions of this Article 12, before, during or after such redevelopment, Tenant shall not construct any other improvements or make any other structural alterations to the Sports Arena Property without the prior approval of Landlord, which approval shall not be unreasonably withheld, conditioned or delayed.

**13. Performance of Improvements and Alterations.**

13.1 Landlord Approval Process. In the event Landlord approval is required for any capital improvements or alterations pursuant to Sections 11.5, 12.1 or 12.3, Tenant shall provide design drawings to Landlord along with a request for Landlord's approval of such design drawings. Such design drawings shall be of commercially reasonable detail and scope, including as to design, quality of materials and appearance. Landlord shall have forty-five (45) days after receipt of such design drawings to approve or disapprove same. Landlord shall not unreasonably withhold or condition its approval. In the event of Landlord's reasonable disapproval, Landlord shall provide to Tenant in writing a detailed explanation of the basis for such disapproval. In the event Landlord fails to respond in writing to Tenant within such forty-five (45) day period and if Tenant's request for approval stated prominently in **BOLD 12 POINT FONT: LANDLORD'S FAILURE TO RESPOND TO THIS REQUEST WITHIN FORTY-FIVE (45) DAYS SHALL BE DEEMED TO BE LANDLORD'S APPROVAL**, then Landlord shall be deemed to have approved such design drawings. Landlord shall have no further approval rights in connection with any capital improvement or alteration approved or deemed approved by Landlord unless Tenant makes material changes to the design, quality of materials or appearance of such capital improvement or alteration that do not constitute a logical evolution of the design drawings previously approved by Landlord, in which case the provisions of this Section 13.1 shall again apply.

13.2 Conduct of Work. All construction work performed on the Premises shall be done at Tenant's sole cost and expense and in a good and workmanlike manner. Tenant shall cause all work to be performed in accordance with all Laws and all other provisions of this Agreement. Tenant shall take all necessary safety precautions during any construction. All construction or alteration shall be performed and completed in a diligent manner. Tenant shall control all dust, noise and other material adverse effects of work on the Premises in accordance with good industry practices. Upon completion of any construction work for new improvements or structural alterations to existing improvements, Tenant shall deliver to Landlord two (2) sets of Conoflex or Mylar final as-built plans and specifications for the improvements or alterations that are the subject of such construction work.

13.3 Notices of Nonresponsibility. Prior to the commencement of any construction work in excess of Fifty Thousand Dollars ($50,000), Landlord shall have the right to post in a conspicuous location on the Premises and to record in the public records a notice of Landlord's nonresponsibility. Tenant covenants and agrees to give Landlord at least ten (10) business days' prior written notice of the commencement of any such construction work in order that Landlord shall have sufficient time to post such notice. Nothing in this Agreement shall be construed as constituting the consent of, or authorization from, Landlord, express or implied, to the furnishing of any labor, work, services or materials in any manner that would give rise to the filing of mechanics' liens or other claims against Landlord or Landlord's right, title or interest in the Premises.

13.4 Liens. Tenant shall keep the Premises free from any liens arising out of any work performed, material furnished or obligations incurred by or for Tenant. If Tenant shall not, within thirty (30) days after receipt of notice of the imposition of any such lien, cause the lien to be released of record by payment or posting of a proper bond, Landlord shall have, in addition to

all other remedies provided in this Agreement and by Law, the right but not the obligation to cause any such lien to be released by such means as it shall deem proper, including payment of the claim giving rise to such lien. All such sums paid by Landlord and all expenses incurred by it in connection therewith (including, without limitation, reasonable counsel fees) shall be payable to Landlord by Tenant upon demand.

**14. Accounting and Reports.**

14.1 Statements. Tenant shall provide to Landlord a written information report on a semi-annual basis to Landlord regarding: (a) all Event operations, including both completed and planned Events; (b) capital repair or improvement projects either underway or proposed in the following twelve-month period; and (c) Operating Receipts, operating expenses and capital improvement and repair cost reports in furtherance of the provisions of Section 4.3. Such statements shall be delivered no later than March 31 and September 30 during each Lease Year and shall be in a commercially reasonable format and detail. Tenant shall also deliver to Landlord no later than September 30 during each Lease Year annual financial statements relating to the operation, maintenance, repair and improvement of the Premises, in a commercially reasonable format and detail.

14.2 Landlord Reports. Landlord shall provide to Tenant on the last day of each calendar quarter during the Term a written information report regarding issues, if any, identified to Landlord by the other entities in Exposition Park or other governmental or community organizations regarding the operation of the Premises by Tenant.

14.3 Verification and Audit Rights. All payments, statements, calculations and billings required to be made and/or delivered hereunder, shall be subject to reasonable verification and audit by Landlord or its consultants, which shall be conducted at Landlord's sole cost and expense except as provided below. Tenant shall make available to Landlord and its consultants during normal business hours such of its records as are reasonably necessary to reasonably verify and audit the accuracy of such payments, statements, calculations and billings, upon at least fifteen (15) days' advance written notice. Notwithstanding the foregoing, (a) Landlord shall not commence more than one examination of such payments, statements, calculations and billings hereunder during any twelve (12) month period; (b) except in the case of fraud no such payment, statement or calculation shall be subject to examination after the expiration of more than two (2) years after it is made or delivered; provided, however, that the foregoing two (2) year limitation shall not expire prior to the delivery of any final annual statement or reconciliation of a particular calculation following the close of a Lease Year; and, provided, further, that the foregoing two (2) year limitation shall not be applicable to the reexamination of the on-going calculation of the Cumulative Calculated Amount for the purposes of auditing a current year (but shall apply to any Landlord claim for payment relating to time periods beyond the two (2) year limitation); and (3) no such payment, statement or calculation shall be subject to examination more than once (it being understood that an initial review by Landlord and timely subsequent review thereof and participation therein by the party's outside accountants or auditors shall constitute a single examination). In the event Landlord's audit determines that Tenant has underpaid any amount due to Landlord for any Lease Year by more than five percent (5%), Tenant shall pay the reasonable cost of such audit.

## 15. Certain Other Covenants of the Parties.

15.1 Insurance.

(a) Commercial General Liability Coverage. During the Term, Tenant agrees, at its sole cost, to have insurance coverage, or a fully funded program of self-insurance pursuant to Section 15.1(e) below, that provides for commercial general liability, public liability and liability for property damage coverage having per occurrence and aggregate liability limits of at least Fifteen Million Dollars ($15,000,000). Such limits shall be adjusted (but not decreased below $15,000,000) at least every three (3) years to limits commensurate with then-current insurance industry standards. The foregoing coverage may be subject to deductibles that are commercially reasonable and subject to approval by Landlord, which approval will not be unreasonably withheld or delayed. During the Term, Landlord agrees at its sole cost to have insurance coverage, or a fully funded program of self-insurance, that provides for commercial general liability, public liability and liability for property damage coverage having per occurrence and aggregate liability limits of at least Five Million Dollars ($5,000,000) (subject to adjustment as provided above), with commercially reasonable deductibles as reasonably determined by Landlord from time to time.

(b) Property Insurance. Tenant shall carry, or have a fully funded program of self-insurance pursuant to Section 15.1(e) below for, all risk (also known as ISO Causes of Loss-Special Form Coverage) property insurance covering the full replacement cost of all improvements located on the Premises (exclusive of foundations and footings), with building laws and ordinance endorsement, and also covering incidental damage, including rental obligations, rental interruption or rental loss (as applicable). Tenant shall have the option but not the obligation to purchase earthquake insurance.

(c) Builder's Risk Coverage. With respect to the construction of any improvements or alterations to the Premises, Tenant shall carry, or have a fully funded program of self-insurance pursuant to Section 15.1(e) below for, course of construction insurance or builder's risk insurance, covering all construction and operations at the Premises. Such insurance shall be written on a blanket or all risk form and cover the full replacement cost (exclusive of foundations and footings) of all improvements as well as incidental damages, including rental obligations, rental interruption or rental loss (as applicable). Such insurance shall also provide coverage for any upgrades or changes in building codes or other such Laws in the event of loss to the improvements. Tenant shall have the option but not the obligation to purchase earthquake insurance.

(d) Insurance Requirements.

(i) All insurance required under this Agreement shall be issued by companies authorized to transact business in the State of California by the Insurance Commissioner and having a "general policyholders rating" of at least A-VII as set forth in the most current issue of "A.M. Best's Key Rating Guide" or an equivalent rating from another industry-accepted rating agency.

(ii) Each party agrees to provide the other with evidence of the above insurance coverage, and any additional insurance such party may, in its sole discretion, elect to obtain with respect to its activities at the Coliseum, on a customary insurance certificate form. Each required insurance certificate shall name (A) the other party, (B) its constituent entities, (C) its governing board and each member thereof, and (D) every officer, official, consultant, attorney and employee of the entities described in clause (B) and (C) above, as additional insureds with respect to claims arising out of this Agreement and/or the Premises.

(iii) The insurance certificate shall provide that in the event of cancellation or material change in any of the required coverages, the insurer shall endeavor to provide the other party under this Lease with thirty (30) days' advance written notice of such cancellation or material change. If such notice is not provided by the insurer, then the insured party shall be required to provide such notice to the other party. In the case of Tenant's coverage under Section 15.1(a) above, the insurance certificate shall also state that the coverages provided in it are primary, and that the insurer or party (in the event of fully funded self-insurance) waives any right of contribution with insurance that may be available to the other party.

(iv) All insurance shall be written on an occurrence basis, and shall not be written on a claims made form.

(v) The insurance under Sections 15.1(b) and (c) shall name Landlord as a loss payee, subject to Tenant's rights under Section 16.6 regarding Damage to the Premises.

(vi) The insurance under Sections 15.1(b) and (c) shall contain a waiver of subrogation wherein each insurance company waives any right of recovery against Landlord. Notwithstanding any other provision of this Agreement (except for Tenant's liability as deemed insurer with respect to self-insured insurance coverage that Tenant elects under Section 15(e) below, but not claims by Tenant or such deemed insurer against Landlord pertaining thereto), neither party shall be liable to the other party or to any insurance company (by way of subrogation or otherwise), and each party waives for the benefit of the other party any rights to recover, for any loss of, or damage to, any of its property located on or within the Premises, which loss or damage arises from the perils that could be insured against under the ISO Causes of Loss-Special Form Coverage, including deductibles, whether or not the party suffering the loss or damage actually carries such insurance, recovers under such insurance, or self insures the loss or damage. Said mutual waivers shall be in addition to, and not in limitation or derogation of, any other waiver or release contained in this Agreement with respect to any loss of, or damage to, property of the parties hereto. This waiver applies whether or not the loss is due to the negligent acts or omissions of Landlord or Tenant, or their respective officers, directors, employees, agents, contractors, or invitees. If required, each party hereto agrees immediately to give its insurance company(ies) written notice of the terms of said mutual waivers and to have its insurance policies properly endorsed, if necessary, to provide for such waiver of subrogation and to prevent the invalidation of any coverage by reason of said waivers.

(vii) If a party fails to procure and maintain in full force and effect any of the insurance coverage required to be carried by such party, then upon written notice to the breaching party the non-breaching party shall have the right to acquire such insurance coverage at the sole cost and expense of the breaching party, and the breaching party shall within ten (10)

days following demand, reimburse the non-breaching party for the costs and expenses of acquiring such coverage, plus interest at the Default Rate on the amount of such costs and expenses from the date such costs and expenses were incurred until the date of reimbursement by the non-breaching party.

(e) Tenant Self-Insurance. Tenant may elect, on written notice to Landlord, to self-insure some or all of the risks covered by the insurance required to be carried by Tenant under this Section 15.1, subject to the following requirements. "Self insure" shall mean that Tenant is itself acting as though it were the insurance company providing the insurance required under the provisions hereof and shall pay any amounts due in lieu of insurance proceeds which would have been payable if the insurance policies had been carried, which amounts shall be treated as insurance proceeds for all purposes under this Agreement. All amounts which are paid or are required to be paid and all loss or damages resulting from risks for which Tenant has elected to self insure shall be subject to the waiver of subrogation provisions of Section 15.1(d)(vii) above that protect Landlord. In the event that Tenant elects to self insure and an event or claim occurs for which a defense and/or coverage would have been available from a third party insurance company, Tenant shall (i) undertake the defense of any such claim, including a defense of Landlord and its additional insureds, at Tenant's sole cost and expense, and (ii) use its own funds to pay any claim or replace property or otherwise provide the funding which would have been available from insurance proceeds but for such election by Tenant to self insure. In responding to a claim for coverage or other payment under any election by Tenant to self insure, or in response to a request to provide a defense against a claim by a third party, Tenant shall administer and handle such matters in accordance with Laws applicable to the administration by insurance carriers of coverage and claims matters as if Tenant was an insurance carrier.

(f) Workers' Compensation. Landlord and Tenant shall each require that its contractors, vendors, concessionaires, licensees, sponsors and promoters (collectively, "***Contractors***") who have access to the Premises for the performance of work or the staging of Events shall maintain worker's compensation insurance and employers' liability insurance in the amounts required by applicable Laws.

(g) Subcontractor/Vendor Requirements. Landlord and Tenant shall require that all of its Contractors (i) provide general liability and automobile insurance coverage in commercially reasonable form and amounts reasonably acceptable to Landlord and Tenant, and naming Landlord and Tenant as additional insureds; and (ii) expressly agree to indemnify, defend and hold Landlord and Tenant harmless from and against any costs, claims or liability arising out of work performed or services provided by such Contractor, regardless of whether such Contractor performs work or services directly for Landlord or Tenant or for another Contractor.

(h) Periodic Review. Landlord and Tenant agree that the terms and conditions of this Section 15.1 are subject to periodic review and revision by mutual consent of the parties in light of then prevailing conditions.

15.2 Tenant Participation on Commission. Subject to applicable legal requirements, the parties will cooperate so that Tenant continues to have one member of the governing board of

Landlord (the "***Commission***") during the Term be a Person nominated or otherwise approved by Tenant (in accordance with procedures that may involve, by way of example and not limitation, Tenant nominating or identifying to an appointing party under the Joint Powers Agreement at least three (3) Persons for membership on the Commission, with one of such Persons to be appointed by such appointing party). The parties acknowledge that Landlord does not itself have the power to appoint any Person to the Commission or to bind the Commission to have a Person nominated or otherwise approved by Tenant to be appointed to the Commission, and that, under current Law, for a Person nominated or otherwise approved by Tenant to become a member of the Commission, such Person must be designated by a party to the Joint Powers Agreement as a representative of such party on the Commission. In the event no party to the Joint Powers Agreement is willing to appoint to the Commission a Person nominated or otherwise approved by Tenant, Landlord shall so notify Tenant in writing, and thereafter shall keep Tenant regularly informed regarding actions of the Commission impacting Tenant or its use and operation of the Premises.

15.3 Assignment of District Leases. In the event that Landlord, in its sole and absolute discretion, determines or seeks to assign, effective at any time during the Term, all or any part of the Landlord's interest in the District Leases to a Person other than the District, the State of California, the County of Los Angeles, or the City of Los Angeles (or a commission, department, joint powers authority or other subdivision of any of the foregoing) then and in such event and at any time prior to Landlord's consummating any such assignment or entering into an agreement to consummate any such assignment, other than with or to a Governmental Authority, it shall notify Tenant of Landlord's determining or seeking to so assign all or any portion of Landlord's interest in the District Leases, identifying the subject matter of such assignment or desired assignment. If within thirty (30) days' of such notice, Tenant provides notice to Landlord that Tenant would itself like to negotiate the terms of its acquisition of Landlord's interest, and in its notice to Landlord provides a proposal in reasonable detail regarding such acquisition, then Landlord shall provide Tenant with a right to negotiate with Landlord or its representatives about such proposal for a period of no less than thirty (30) days following the date of Tenant's notice to the Landlord. During such period, Landlord and Tenant shall negotiate exclusively with one another (except that Landlord shall be entitled to confer with the District and Landlord's constituent entities) in good faith, but neither party shall be obligated in any way to reach a definitive or other binding agreement. Landlord shall not be required to provide Tenant with the terms of or any other information about any competing proposal, or offer any such terms to Tenant. Upon expiration of such negotiating period for any reason or no reason, Landlord shall be free to consummate any such assignment with a third party concerning the subject matter of the notice Landlord originally provided to Tenant on any terms Landlord so desires and free of any rights in respect of same that Tenant may have under this Section 15.3; provided, however, if Landlord does not consummate such assignment to a third party within eighteen (18) months after the expiration of the negotiating period, or proposes to consummate such assignment on terms which, in the aggregate, are less favorable to Landlord than those offered by Tenant in its initial notice to Landlord in which it indicated that it would like to negotiate the terms of its acquisition of the Landlord's interest, then and in either of such events, unless the Term has expired, Landlord shall again comply with this Section 15.3 prior to consummating any such assignment or entering into an agreement to consummate any such assignment. In no event shall Landlord have the right to transfer or assign its interest in any improvements on the Premises except in connection with an assignment of Landlord's entire interest under the applicable

District Lease for the portion of the Premises (i.e., either or both of the Coliseum Property or/and the Sports Arena Property, as applicable) on which such improvements are located.

15.4 Authority, Validity, Enforceability and Compliance with Law. Each party hereby represents and warrants to, and covenants with, the other that:

(a) The execution, delivery and performance by such party of this Agreement has been duly authorized by necessary action, if any, by its highest governing board authorized to bind such party (the Commission, in the case of Landlord, and its Board of Trustees, in the case of Tenant);

(b) This Agreement has been duly executed and delivered by such party, and assuming the due execution and delivery by the other, this Agreement constitutes a valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, fraudulent transfer, preference, moratorium or other similar Laws now or hereafter in effect relating to creditors' rights generally and that the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding may be brought;

(c) The execution, delivery and performance by such party of this Agreement does not:

(i) Violate any provision of its governing documents;

(ii) Violate or result in a breach or default (with or without notice or lapse of time or both) of any material contract (including any credit or financing agreements) to which it is a party or to which any of its properties or assets may be bound; or

(iii) Violate any Law or any order of any Governmental Authority applicable to such party; and

(d) Such party's obligations hereunder shall be performed in compliance with Law in all material respects.

15.5 Attornment and Estoppel.

(a) Subject to satisfaction or waiver of the conditions set forth in Section 17.12 and to the provisions of Section 15.3, if the District Leases or any other lease of the Premises of which the Landlord is lessee are terminated, or if the Joint Powers Agreement is terminated, Tenant shall attorn to Landlord's successor(s) in interest as Landlord under this Agreement.

(b) Each party (a "requested party") hereto agrees that at any time, and from time to time, upon not less than twenty (20) business days' prior notice from the other party (a "receiving party"), it will execute, acknowledge and deliver to such other party a statement addressed to such other party or to such addressee as is designated by such other party and who is financially interested in the relationship created hereby between the parties:

(i) Certifying that this Agreement and the documents executed in connection herewith represent the entire agreement between the parties as to their subject matter, and are unmodified and in full force and effect (or, if modified, stating the nature of such modification) and certifying that this Agreement and the documents executed in connection herewith, as so modified, are in full force and effect;

(ii) Certifying the Commencement Date and date of expiration of the Term;

(iii) Certifying that there has been no assignment or transfer of this Agreement, or any interest therein, by the requested party, directly or indirectly, which assignment or other transfer is in violation of this Agreement; and

(iv) Acknowledging that there are not, to the requested party's actual knowledge, any uncured defaults on the part of the receiving party hereunder (or the occurrence of events which, with the passage of time, or the giving of notice, or both, would constitute a default hereunder), and that the requested party has no right of offset, counterclaim or deduction against amounts payable hereunder, or specifying such defaults if they are claimed.

Any such statement may be conclusively relied upon by any present or prospective lender or any other third party financially interested in the relationship created hereby between the parties. A requested party's failure to deliver such a statement within five (5) business days following a second written request (given after the initial period of twenty (20) business days) shall result in the statements contained in the requesting party's request being deemed binding upon and in full force and effect against the receiving party.

15.6 Coliseum Memorial Court of Honor. Tenant agrees that Landlord shall have the authority and responsibility for the consideration and decisions regarding future inductees to the Coliseum Memorial Court of Honor. Unless otherwise approved by Tenant, which approval shall not be unreasonably withheld, conditioned or delayed, inductees to the Coliseum Memorial Court of Honor must have made a significant nationally recognized contribution to the Coliseum or the Sports Arena through positive athletic participation, or a positive contribution to the historic significance of the Coliseum or the Sports Arena. The plaques located in the Court of Honor will not be disturbed except for cleaning, upkeep and repair. Tenant shall be responsible for the costs of the maintenance, repair and upkeep of the Court of Honor (including without limitation, the plaques located in the Court of Honor) in accordance with Section 10.1. Landlord shall be responsible at its sole cost and expense for supplying new plaques as and when new inductees are named.

15.7 Display Area. Landlord and Tenant shall collaborate during the Term on the development and maintenance of an appropriate area and/or website for the display of photographs, memorabilia, and other items depicting past Coliseum events.

15.8 Tenant's Covenant Regarding USC Home Football Games.

(a) Except as otherwise provided in this Section 15.8, Tenant hereby agrees that during the Term all USC Home Football Games shall be played at the Coliseum. Notwithstanding the foregoing, Tenant shall have the right to cause one (1) USC Home Football

Game per calendar year to be played at a location other than the Coliseum so long as not fewer than eighteen (18) USC Home Football Games are played at the Coliseum in each rolling three (3) season period, with post-season and championship USC Home Football Games played at the Coliseum included in the calculation of the 18-game requirement. In addition, Tenant shall have the right to drop below the eighteen (18) game requirement and play one (1) additional USC Home Football Game at a venue other than the Coliseum in the event Tenant has hosted two (2) or more non-football Events at the Coliseum with attendance in excess of 50,000 people each ("***50,000-Plus Events***") during the same three (3) season period (i.e. two (2) 50,000-Plus Events allows one (1) additional USC Home Football Game at another venue with only 17 games required during the rolling three season period). Subject to the foregoing requirements and limitations, Tenant may elect to play USC Home Football Games at other venues for any reason in Tenant's sole discretion. If Tenant desires to play additional USC Home Football Games at other venues beyond those permitted by this Section, Tenant shall do so only upon the written approval of Landlord, which Landlord may withhold, condition or delay in its sole and absolute discretion.

(b) Notwithstanding the foregoing, the home game requirements set forth in subsection (a) shall not apply with respect to any USC Home Football Games that are not capable of being played at the Coliseum as a result of (i) any Damage, Force Majeure Event or major construction permitted under this Agreement that renders the Coliseum unfit to accommodate the staging of Events therein (and only during the period that the Coliseum continues to remain unfit for such purpose); or (ii) Tenant being banned from playing USC Home Football Games due to any disciplinary action by the Pac-12 or NCAA. Subsection (a) above also shall not be applicable with respect to any playoff or championship games played at another venue where Tenant is deemed the "home" team.

(c) With respect to any such USC Home Football Game played at another venue pursuant to subsection (a), Tenant shall include in Operating Receipts an amount equal to the amount Tenant would have included in Operating Receipts had the game been played at the Coliseum, based on the average per-game ticket revenues collected for USC Home Football Games at the Coliseum during the rolling three (3) season period preceding such game. Notwithstanding anything contained herein to the contrary, Tenant shall not be required to include any amounts in Operating Receipts as consideration for the relocation of such USC Home Football Games for (i) any such USC Home Football Game played at another venue pursuant to subsection (b) above; or (ii) any playoff or championship games played at another venue where Tenant is deemed the "home" team.

15.9 Landlord's Assistance. Landlord agrees to disseminate to its employees and members any written policies or other information supplied by Tenant to inform such employees and members that they should not engage in, that they should discourage any professional team from engaging in, and that they shall not condone any of the following:

(a) recruitment, negotiating with, drafting of, or the signing of any of Tenant's student athletes who have remaining eligibility for participation in intercollegiate athletics;

(b) soliciting, promoting, or encouraging any of Tenant's student athletes with remaining eligibility to forego the ultimate completion of the student's academic pursuits in exchange for professional team participation; or

(c) soliciting, promoting, or participating in any activity which involves any of Tenant's student athletes in circumstances in violation of NCAA or Pac-12 bylaws, regulations, policies or procedures.

15.10 Surrender. Upon expiration of the Term or earlier termination of this Agreement, Tenant shall surrender to Landlord the Premises (including all improvements located thereon) in the condition that Tenant was required to maintain and repair the Premises during the Term, subject to reasonable wear and tear, Force Majeure Events in effect at the end of the Term and Damage that Tenant is not required to repair pursuant to Section 16.6. Tenant shall remove all of Tenant's personal property from the Premises, except that Tenant shall be required to surrender and transfer to Landlord all of the Other Property and any other personal property hereafter acquired by Tenant in replacement, substitution or augmentation of the Other Property that is used exclusively for the operation, maintenance and repair of the Premises. Any of Tenant's personal property that is not required to be surrendered and transferred to Landlord, but that is not removed by Tenant within ten (10) days following the expiration or earlier termination of this Agreement, shall be deemed abandoned by Tenant and may be stored, removed, and disposed of by Landlord at Tenant's expense (together with interest on the amounts advanced by Landlord at the Default Rate accruing from the date of advance by Landlord from time to time until payment), and Tenant waives all claims against Landlord for any damages resulting from Landlord's retention and disposition of such property.

15.11 Holdover. If Tenant holds over after the expiration or earlier termination of this Agreement (not including continued occupancy by Tenant in accordance with a successor lease between Tenant and the then fee title or master leasehold title holder of the Premises), whether with or without the express or implied consent of Landlord, such holding over shall be deemed to be a tenancy from month-to-month only, and shall not constitute a renewal or extension of the Term. During any such holdover period, Tenant shall be required to pay to Landlord the then-fair market rental value of the Premises. Such holdover shall otherwise be subject to the same terms, conditions, restrictions and provisions as herein contained. Nothing contained herein shall be construed as consent by Landlord to any holding over by Tenant, and Landlord expressly reserves the right to require Tenant to surrender possession of the Premises to Landlord as required under this Agreement upon the expiration or other termination of this Agreement (except to the extent that Tenant has the right to continue to possess the Premises pursuant to a successor lease). The provisions of this Section 15.11 shall not be deemed to limit or constitute a waiver of any other rights or remedies of Landlord provided at law or in equity. If Tenant fails to surrender the Premises upon the termination or expiration of this Agreement (except to the extent that Tenant has the right to continue to possess the Premises pursuant to a successor lease), in addition to any other liabilities to Landlord accruing therefrom, Tenant shall defend, indemnify and hold Landlord harmless from all losses, costs (including reasonable attorneys' fees), damages, claims and liabilities resulting from such failure, including, without limitation, any claims made by any succeeding tenant or buyer arising from such failure to surrender.

15.12 Condemnation. If any part of the Premises, or the parking lots that Tenant will lease from the District pursuant to the District Parking Lease described in Section 17.12, are taken for any public or quasi public use, or by right of eminent domain, under applicable Laws (a "***Taking***" or "***Taken***", or "***to Take***"), and the Taking would render the remaining Premises unusable for the exhibition of a USC Home Football Game (including due to the lack of adequate parking), then upon written notice by Tenant to Landlord this Agreement shall terminate on the date title passes. In the event of a Taking of all of the Premises, this Agreement shall terminate on the date title passes. Landlord agrees that it will not exercise any right it has under applicable Laws to Take all or any part of the Premises, and that it will not support a proposed Taking by its constituent entities or any other Governmental Authority. In the event of a Taking, Landlord shall have the right to that portion of the award attributable to Landlord's interest in the Premises, including Landlord's rights, title and interest under this Agreement, and to the reversionary interest in the fee or any master leasehold estate of the Premises after the expiration of this Agreement (subject to any rights of the District thereto), and Tenant shall have the right to that portion of the award attributable to Tenant's right, title and interest in the leasehold estate under this Agreement and including Tenant's interest in any improvements to the Premises made by Tenant.

15.13 CEQA Compliance. Landlord shall act as the lead agency (so long as Landlord is legally entitled to do so) with respect to any activity undertaken pursuant to this Agreement that is a "Project" pursuant to the California Environmental Quality Act.

## 16. Default, Indemnification, Force Majeure, Damage and Destruction, Disputes.

16.1 Events of Default. The occurrence of any one or more of the following events shall constitute a material default of this Agreement ("***Default***"):

(a) A party's failure to make any payment required to be made hereunder, as and when due, where such failure shall continue for a period of ten (10) business days after written notice thereof from the other party;

(b) Subject to Section 16.5, Tenant's failure to perform its obligations under Section 11.1 of the Agreement to (i) commence by the second ($2^{nd}$) anniversary of the Commencement Date construction of the capital improvements required to be constructed by Tenant under Section 11.1 of this Agreement, (ii) diligently proceed with the construction thereof on a continuing basis (in accordance with Tenant's internal phasing plans) that will facilitate the completion of such capital improvements by the tenth ($10^{th}$) anniversary of the Commencement Date, and (iii) complete by the tenth ($10^{th}$) anniversary of the Commencement Date construction of the capital improvements required to be constructed by Tenant under Section 11.1 of this Agreement, in each case where such failure continues for a period of sixty (60) days after written notice from Landlord to Tenant.

(c) A party's failure to observe or perform any of the material covenants, conditions or provisions of this Agreement to be observed or performed by such party other than those referenced in Sections 16.1(a) and 16.1(b), where such failure shall continue for a period of thirty (30) days after written notice thereof from the other party; provided, however, that if the nature of the noncompliance is such that more than thirty (30) days are reasonably required for

its cure, then the party shall not be deemed to be in default if such party commences such cure within said thirty (30) day period and thereafter diligently pursues such cure to completion; or

(d) A party's acts of bankruptcy as follows: (i) its making any general assignment for the benefit of its creditors; (ii) its filing a voluntary petition in bankruptcy; (iii) its becoming the subject of an involuntary petition in bankruptcy that is not dismissed within sixty (60) days; (iv) a trustee or receiver being appointed to take possession of substantially all of its assets located at the Coliseum or of its interest in this Agreement, where possession is not restored within thirty (30) days; or (v) there occurring an attachment, execution or other judicial seizure of substantially all of its assets at the Coliseum or its interest in this Agreement, where such seizure is not discharged within thirty (30) days; provided that in the event the application of any provision of this Section 16.1 is contrary to any applicable Law, such provision as applied shall be of no force or effect.

16.2 Remedies. In the event of any default or breach of this Agreement, then after giving effect to the notice and cure periods specified above and the dispute resolution procedures set forth below, the non-defaulting party shall have the right (in addition to all other rights or remedies available at law or in equity, except as limited below) to cure such breach at the expense of the breaching party, or the right to terminate this Agreement in accordance with applicable Laws. Additionally, the parties agree that irreparable damage would occur in the event that certain provisions of this Agreement are not performed in accordance with their specific terms or were otherwise breached. Therefore, the parties agree that injunctive relief, specific performance or other equitable relief shall be appropriate remedies to enforce the terms and provisions of Sections 2.3, 2.4, 3.2, 3.5, 5, 6.1, 6.2, 6.3, 8.2, 8.7, 9, 10, 11.1, 11.4, 11.5, 12.1, 12.3, 13, 14, 15.1, 15.2, 15.3, 15.8, 15.9, 16.4, 16.6, 16.7, 16.8, 16.9 and 17.4 of this Agreement. No other provisions of this Agreement shall be subject to equitable relief. Notwithstanding the foregoing, or anything contained in this Agreement to the contrary, in the event Tenant breaches its obligations under Section 11.1 of this Agreement, Landlord may elect either to (i) terminate this Agreement, in which case Tenant will not be liable for any damages arising from such breach, (ii) seek injunctive relief, specific performance or other equitable relief due to such breach, in which case neither termination nor damages shall be available remedies, or (iii) seek actual damages arising from such breach, in which case this Lease shall continue in full force and effect and Landlord shall be obligated to perform all of Tenant's obligations under Section 11.1. For purposes of Section 11.1, Tenant specifically and expressly agrees that the specific enforcement of its obligations under Section 11.1 shall be an enforceable remedy and shall not be subject to defense against such equitable relief on the basis that (a) the subject matter of Tenant's obligations are not unique; (b) Landlord has an adequate remedy at law, (c) the capital improvements to be installed by Tenant pursuant to Section 11.1 are not of requisite definition or specificity as to be subject to specific enforcement; or (d) the subject matter of Tenant's obligations under Section 11.1 are otherwise not appropriate for specific enforcement or equitable relief. To the maximum extent permitted by law, in no event will either party be responsible for any incidental damages, consequential damages, exemplary damages of any kind, lost goodwill, lost profits, lost business and/or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty or term of this agreement, and regardless of whether a party was advised or had reason to know of the possibility of incurring such damages in advance.

16.3 Late Payments. Except as expressly herein provided, any amount due under this Agreement that is not paid when due shall bear interest at the Default Rate from the date due until the date actually paid. Payment of such interest shall not excuse or cure any default under this Agreement.

16.4 Indemnification.

(a) The terms and provisions of Section 16.4 of the Prior Agreement shall be applicable with respect to (i) Liabilities (as defined below) that arose or accrued during the term of the Prior Agreement and prior to the Commencement Date of this Agreement, and (ii) any Liabilities for third-party claims (including without limitation those brought by Governmental Authorities) that arose or accrued prior to the commencement of the term of the Prior Agreement. To the extent of any inconsistency between the provisions of Sections 2.4 and 2.5 of this Agreement on the one hand and the provisions of this Section 16.4(a) on the other hand, the provisions of this Section 16.4(a) shall prevail, and the provisions of this Section 16.4(a) shall control over any modification of the Prior Agreement pursuant to Section 2.4 of this Agreement. The parties acknowledge that all Liabilities and third-party claims will be subject to any applicable statutes of limitation. The terms and provisions of Sections 16.4(b) and 16.4(c) below shall be applicable with respect to Liabilities that arise or accrue upon and after the Commencement Date.

(b) Tenant agrees to indemnify, defend and save harmless Landlord and all Landlord Parties, from and against any and all losses, liabilities, claims, damages, costs and expenses (including without limitation, reasonable attorneys' fees) (collectively, "***Liabilities***") that arise or are claimed to have arisen directly or indirectly from (i) the activities of Tenant or its trustees, officers, employees, agents or contractors (collectively, "***Tenant Parties***") pursuant to this Agreement; (ii) the use, occupancy or management of the Premises, except to the extent Landlord undertakes the direct operation or management of a Commission Event, (iii) any construction work performed by or on behalf of Tenant on the Premises, (iv) the negligence or willful misconduct of Tenant or the Tenant Parties with respect to any matter on, in or pertaining to the Premises, or (v) the breach or default by Tenant of this Agreement; provided, however, that Tenant's obligations under this subsection (b) shall not pertain to Liabilities to the extent such Liabilities result from the negligence or willful misconduct of Landlord or any Landlord Parties.

(c) Landlord agrees to indemnify, defend and save harmless Tenant and the Tenant Parties from and against any and all Liabilities that arise or are claimed to have arisen directly or indirectly from (i) the activities of Landlord or any Landlord Parties pursuant to this Agreement, (ii) the negligence or willful misconduct of Landlord or any Landlord Parties with respect to any matter on, in or pertaining to the Premises, (iii) Commission Events operated or managed by Landlord, or (iv) the breach or default by Landlord of this Agreement; provided, however, that Landlord's obligations under this subsection (c) shall not pertain to Liabilities to the extent such Liabilities result from the negligence or willful misconduct of Tenant or any Tenant Parties.

16.5 Force Majeure. Tenant and Landlord agree that neither party shall be liable to the other party for any non-performance, in whole or in part, of its non-monetary obligations under

this Agreement (i.e., excluding all obligations for the payment of money) caused by the occurrence of any contingency beyond the reasonable control of the parties (financial inability excepted), including but not limited to, declared or undeclared war, sabotage, insurrection, riot or other acts of civil disobedience, acts of a public enemy, acts of Governmental Authorities (other than Landlord, or the acts of any Governmental Authority that is a member of Landlord if applicable solely to Landlord's facilities or activities) affecting the terms of this Agreement, delays caused by Governmental Authorities in the processing or issuance of entitlements or permits (so long as Tenant has diligently commenced and pursued such entitlements in a commercially reasonable manner), CEQA litigation, labor disputes, shortages of fuel or materials, fires, explosions, floods, earthquakes or other acts of God (collectively, "***Force Majeure Events***"). In the event that any Force Majeure Event prevents or delays the performance of a non-monetary obligation under this Agreement, then the time period for the performance of such non-monetary obligation shall be extended for the duration of time the performance of such obligation is prevented or delayed by the Force Majeure Event; provided, however, that in no event shall any period of prevention or delay due to a Force Majeure Event commence until the party whose performance is delayed notifies the other party in writing of the occurrence of the Force Majeure Event and the nature and expected duration of the prevention or delay.

16.6 Damage and Destruction. If all or a part of the improvements located on the Premises are materially damaged by fire, earthquake or other casualty (any such casualty being hereinafter referred to as "***Damage***"), then Tenant shall promptly give Landlord notice of the Damage. Within ninety (90) days after the parties have selected a third party construction consultant reasonably acceptable to both parties (or such longer period of time as is reasonably requested by the consultant), the consultant shall notify Landlord and Tenant in writing of the consultant's reasonable estimate of the time and cost required to repair such Damage (the "***Damage Estimate***").

(a) If the Damage Estimate (i) contemplates that the Damage can be repaired within two (2) years of the date on which such Damage occurred, and (ii) the estimated cost of the repair of the Damage and the restoration of the improvements does not exceed the sum of the insurance proceeds (including self-insurance proceeds) payable with respect to the Damage (or if Tenant fails to maintain property insurance in accordance with the requirements of this Agreement, the amount of insurance proceeds that would have been payable with respect to the Damage if Tenant had properly carried the property insurance required under this Agreement), plus any applicable deductible or deductibles (such sum referred to herein as the "***Covered Amount***") by more than the amount (the "***Acceptable Uncovered Amount***") equal to the greater of (I) five percent (5%) of the Covered Amount, or (II) $1,000,000, then (A) Tenant shall repair the Damage and restore the improvements to substantially the condition existing immediately prior to the Damage as expeditiously as reasonably possible, (B) Tenant shall have the right to play USC Home Football Games at another location of its choice during the repair period, and (C) the Term set forth in this Agreement shall remain in full force and effect; provided, however, that if (x) the cost of repairing the Damage exceeds the Covered Amount by more than the Acceptable Uncovered Amount, or (y) the Damage occurs during the last five (5) years of the Term (as such Term is extended) and will prevent Tenant from playing USC Home Football Games at the Premises for one or more full football seasons, then in either case Tenant shall not be required to repair the Damage and shall have the right to terminate this Agreement as to all of

the Premises, or at Tenant's election, only the Affected Portion of the Premises (as provided below). For purposes of this Section 16.6, the "***Affected Portion of the Premises***" means either (i) if the Damage pertains to the Coliseum, then Tenant's termination shall apply to all, but not less than all, of the Coliseum Property and the Parking Lot Property; or (ii) if the Damage pertains to the improvements on the Sports Arena Property, then Tenant's termination shall apply to all, but not less than all, of the Sports Arena Property. Notwithstanding any contrary provision of this Agreement, Tenant shall not have the right to terminate this Agreement (or terminate this Agreement with respect to any portion of the Premises) unless the Damage pertains to the Coliseum or the improvements located on the Sports Arena Property (and the other conditions for Tenant's termination of the Lease set forth in this Section 16.6 are satisfied).

If this Agreement is not terminated with respect to all or an Affected Portion of the Premises and Tenant is not required to repair the Damage, this Agreement shall remain in full force and effect and Tenant shall use the insurance proceeds, self-insurance proceeds, the amount of any insurance proceeds that would have been payable with respect to the Damage if Tenant had properly carried the property insurance required under this Agreement, and the amount of any applicable deductible or deductibles to partially repair the Damage or restore the Damaged improvements to a functional state (to the extent it is commercially reasonable to do so), with modifications and/or substitutions to the Damaged improvements as approved by Landlord, which approval shall not be unreasonably withheld.

(b) If Tenant elects to terminate this Agreement as to all or an Affected Portion of the Premises pursuant to subsection (a) above, Tenant shall exercise such right by written notice to Landlord within ninety (90) calendar days after Tenant receives such Damage Estimate, which termination shall be effective thirty (30) days after the date of Tenant's termination notice.

(i) If Tenant elects to terminate this Agreement in its entirety, then as a condition to such termination, Tenant shall deliver (or assign) to Landlord (A) all insurance proceeds actually paid with respect to the Damage by a third party insurance carrier and Tenant's rights to receive all insurance proceeds payable by the third party insurance carrier (or if Tenant failed to maintain property insurance in accordance with the requirements of this Agreement, the amount of insurance proceeds that would have been payable with respect to the Damage if Tenant had properly carried the property insurance required under this Agreement), (B) all self-insurance proceeds required to be paid by Tenant to the extent that Tenant elects to self-insure, and (C) all deductible amounts.

(ii) If Tenant elects to terminate this Agreement only as to an Affected Portion of the Premises, Tenant may retain all insurance proceeds and shall use the insurance proceeds, self-insurance proceeds, the amount of any insurance proceeds that would have been payable with respect to the Damage if Tenant had properly carried the property insurance required under this Agreement), and the amount of any applicable deductible or deductibles to make other improvements or alterations to the Premises during the remaining Term of this Agreement.

(c) In no event shall any Damage entitle Tenant to any abatement, credit, offset or reduction of or against any rent or other amounts payable by Tenant under this

Agreement. Except as otherwise expressly provided in this Section 16.6, no Damage shall entitle Tenant to terminate this Agreement.

(d) Landlord and Tenant acknowledge that the terms and provisions of this Section 16.6 constitute the parties' consensual agreement with respect to the occurrence of any Damage, and Tenant waives the provisions of any applicable Law that is inconsistent with the terms and provisions of this Section 16.6, including without limitation, California Civil Code Sections 1932(2) and 1933(4).

16.7 Resolution of Disputes.

(a) In the event of any dispute or claim arising out of or relating to this Agreement, then prior to instituting any legal action with respect thereto (except for provisional relief), a party shall provide the other party with notice of the potential claim and shall request good faith negotiations be commenced. Within five (5) business days after delivery of said notice, the parties will commence in good faith to attempt to resolve such dispute by telephonic or face-to-face negotiations that shall include representatives of each side with decision-making authority, and shall continue thereafter to engage in such discussions as often as they reasonably deem necessary or productive to exchange information and to attempt to resolve the dispute or claim.

(b) If within ten (10) business days of the first negotiating session under Section 16.7(a) (as the same may be extended by mutual agreement of the parties), the parties have been unable to resolve the dispute, then either party may, within two (2) business days following the expiration of such ten (10) business day period, provide the other party with notice of its election to submit the matter to non-binding mediation, in which case neither party may institute any legal action with respect to such claim or dispute (except for provisional relief) until ten (10) business days following the conclusion of such mediation if the parties have not by such date resolved the dispute to their mutual satisfaction. Such mediation will be conducted in Los Angeles County, in accordance with the then-current rules of JAMS, and concurrent with the notice of mediation given to the other party, the noticing party shall provide JAMS with notice of such request, setting forth a brief description of the subject of the dispute and the relief requested. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS panel of neutrals, and in scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator and any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties, *provided that* evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

(c) Following the conclusion of the mediation, if the parties have not resolved their dispute, the parties may agree in writing and in their sole discretion to resolve the dispute through binding arbitration under the auspices of JAMS, but if either party does not agree to submit the dispute to such binding arbitration, then at any time (subject to applicable statutes of limitations) after the expiration of ten (10) business days after the conclusion of the mediation,

either party may pursue any other available remedies with respect to such dispute, including but not limited to filing an action in a court of competent jurisdiction.

(d) The provisions of this Section 16.7 may be enforced by any court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorneys' fees, to be paid by the party against whom enforcement is ordered.

16.8 Attorneys' Fees. Subject to Section 16.7, if any action at law, in equity or in arbitration is brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and disbursements in addition to any other relief to which such party may be entitled.

16.9 Venue. Subject to Section 16.7, all claims or controversies arising out of or related to the performance under this Agreement shall be submitted to and resolved in a forum within the County of Los Angeles at a place to be determined by the rules of the forum.

**17. General Provisions.**

17.1 No Agents. The parties hereto are independent contractors with respect to one another, and no partnership or relationship of agency is created hereby. Except as Landlord may specifically authorize in writing, Tenant and its subcontractors shall have no authority, express or implied, to act on behalf of or bind the Landlord in any capacity whatsoever as agents or otherwise. Except as Tenant may specifically authorize in writing, Landlord shall have no authority, express or implied, to act on behalf of or bind Tenant in any capacity whatsoever as agents or otherwise.

17.2 Waiver. Waiver of any term, condition, breach or default of this Agreement shall not be considered to be a waiver of any other term, condition, default or breach, nor of a subsequent breach of the one waived.

17.3 Successors. This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their permitted successors and/or assigns.

17.4 Assignment. Tenant shall not assign or transfer this Agreement or any rights hereunder without the prior written consent of Landlord, in its sole and absolute discretion. Any unauthorized assignment or transfer shall be null and void, and shall constitute a material breach by Tenant of its obligations under this Agreement. Notwithstanding the foregoing, Tenant shall have the right, upon notice to Landlord, to sublease portions of the Premises, and to grant licenses, concessions, management agreements and other agreements with third parties for use of the Premises without the obligation to seek Landlord's approval; provided, however, that Landlord shall have the right to approve any subleases, licenses, concessions or other agreements which result in Tenant ceasing to occupy the Coliseum Property or ceasing to maintain control (whether through its rights under such agreement(s) or directly) over the Premises. All subleases, licenses, concessions and other agreements pertaining to the use or occupancy of the Premises shall be in compliance with and subject to the terms and provisions of this Agreement.

17.5 Applicable Law. This Agreement, and the rights and duties of the parties hereunder (both procedural and substantive), shall be governed by and construed according to the laws of the State of California.

17.6 Entire Agreement. 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).

17.7 Written Amendment. This Agreement may only be changed by written amendment signed by Tenant and Landlord, subject to any requisite authorization by the Landlord. Any oral representations or modifications concerning this Agreement shall be of no force or effect.

17.8 Order of Precedence. In case of conflict between the terms of this Agreement and the terms contained in any document attached as an Exhibit or otherwise incorporated by reference, the terms of this Agreement shall strictly prevail.

17.9 Duplicate Originals. There shall be at least two (2) fully signed copies of this Agreement, each of which shall be deemed an original.

17.10 Time of Essence. Time is strictly of the essence of this Agreement and each and every covenant, term and provision hereof.

17.11 Notices. Any notice or demand to be given by one party to the other shall be given in writing and by personal delivery, or via telefax, or prepaid first-class, registered or certified mail, addressed as follows:

If to the Landlord:

Los Angeles Memorial Coliseum Commission
3911 S. Figueroa Street
Los Angeles, California 90037
Attention: General Manager
FAX: 213-748-5628;

With a copy 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

And if to the Tenant:

University of Southern California
University Park Campus, UGW-110
Los Angeles, California 90089
Attention: Vice President,
Real Estate and Asset Management
FAX: 213-821-3073

With a copy to:

University of Southern California
Office of the General Counsel
ADM 352
Los Angeles, CA 90089-5013
FAX: (213) 740-3249

Any such notice shall be deemed to have been given upon delivery, if personally delivered, or, if mailed or faxed, upon receipt during normal business hours or upon expiration of three (3) business days from the date of posting in Los Angeles County, whichever is earlier. Either party may change the address at which it desires to receive notice upon giving written notice of such request to the other party.

17.12 Condition. This Agreement shall become effective upon execution by both parties, but the Commencement Date shall not occur, and the continued effectiveness of this Agreement shall be, in accordance with the provisions set forth below, subject to the satisfaction or written waiver by Tenant (in its sole and absolute discretion) of the Transaction Contingency. The "***Transaction Contingency***" means (a) the execution by the District of a commercially reasonable non-disturbance agreement with respect to this Agreement for the benefit of Tenant (the "***NDA***"); (b) the execution by the District of a lease agreement on terms reasonably satisfactory to Tenant for the lease of the Premises by the District to Tenant after the expiration of the Term of this Agreement ("***Tail Lease***"); (c) the execution by the District of a lease agreement on terms reasonably satisfactory to Tenant for the lease by the District to Tenant of the parking lots owned and controlled by the District in Exposition Park commonly known as Lots 1 through 6 ("***District Parking Lease***"); (d) the satisfaction or waiver by Tenant of the condition precedent to the Commencement Date set forth in Section 2.2; and (e) the satisfaction or waiver by Tenant of the condition precedent to the Commencement Date set forth in Section 2.3. Tenant agrees to use its Commercially Reasonable Efforts to cause the Transaction Contingency to be satisfied as soon as possible and shall keep the Commission informed of the status of its negotiations with the District towards the satisfaction of the Transaction Contingency. If the Transaction Contingency is not satisfied or waived on or before the date that is ninety (90) days after the Effective Date (the "***Outside Date***"), then Tenant may terminate this Agreement by written notice to Landlord within thirty (30) days after the Outside Date. If Tenant does not notify Landlord of its termination of this Agreement within thirty (30) days after

the Outside Date, then the Transaction Contingency set forth in this Section 17.12 shall be deemed unsatisfied as of the Outside Date and Landlord shall thereafter have the right to terminate this Agreement by written notice to Tenant at any time prior to the satisfaction of the Transaction Contingency. If Tenant executes an NDA, Tail Lease and District Parking Lease then such documents shall be conclusively deemed to be on terms that satisfy the Transaction Contingency. If this Agreement is terminated pursuant to the terms and provisions of this Section 17.12, then the Prior Agreement shall remain in full force and effect. Additionally, if this Agreement is nullified due to any violation of Law or as a result of any litigation challenging the process by which this Agreement was approved by Landlord, the Prior Agreement shall be reinstated as provided in Section 2.4(c).

17.13 Survival of Provisions. The obligations of this Agreement shall survive the expiration of the Term to the extent necessary to implement any requirement for the performance of obligations or forbearance of an act by either party hereto which has not been completed prior to the termination of this Agreement. Such survival shall be to the extent reasonably necessary to fulfill the intent thereof, or if specified, to the extent of such specification, as same is reasonably necessary to perform the obligations and/or forbearance of an act set forth in such term, covenant or condition. Notwithstanding the foregoing, in the event a specific term, covenant or condition is expressly provided for in such a clear fashion as to indicate that such performance of an obligation or forbearance of an act is no longer required, then the specific shall govern over this general provision.

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

17.15 Usage. In this Agreement, unless a clear contrary intention appears:

(a) The singular number includes the plural number and vice versa;

(b) Reference to any Person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are not prohibited by this Agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually;

(c) Reference to any gender includes each other gender;

(d) Reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof;

(e) Reference to any Law means such Law as amended, modified, codified, replaced or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder, and reference to any section or other provision of any Law means that provision of such Law from time to time in effect, including the substantive amendment, modification, codification, replacement or reenactment of such section or other provision;

(f) The terms "hereunder," hereof," "hereto," and words of similar import shall be deemed references to this Agreement as a whole and not to any particular section, subsection or other provision hereof;

(g) The term "including" (and with correlative meaning, "include") means including without limiting the generality of any description preceding such term;

(h) The term "or" is used in the inclusive sense of "or";

(i) With respect to the determination of any period of time, "from" means "from and including" and "to" means "to but excluding";

(j) References to documents, instruments or agreements shall be deemed to refer as well to all addenda, exhibits, schedules or amendments thereto; and

(k) References to any Schedule or Exhibit refer to the corresponding Schedule or Exhibit to this Agreement.

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

17.17 Incorporation of Exhibits and Schedules. All of the Exhibits and Schedules identified in this Agreement are incorporated herein by reference and made a part hereof.

17.18 Landlord Right of Entry. Upon not less than one (1) business day advance notice, Landlord and its duly authorized representatives or agents may enter upon the Premises during the Term of this Agreement at reasonable times for the purpose of determining whether Tenant is complying with the terms and provisions of this Agreement or in furtherance of the enforcement of Landlord's rights and Tenant's obligations under this Agreement.

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

LOS ANGELES MEMORIAL COLISEUM COMMISSION

By_____
David Israel

Title: President

UNIVERSITY OF SOUTHERN CALIFORNIA

By: _____
Todd Dickey

Title: Senior Vice President, Administration

By: _____
Kristina E. Raspe

Title: Vice President, Real Estate and Asset Management

# GLOSSARY

***ADA*** means the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12111 et seq. (the ***"ADA"***), and the ADA Accessibility Guidelines promulgated by the Architectural and Transportation Barriers Compliance Board, the public accommodations title of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000a et. seq., the Architectural Barriers Act of 1968, 42 U.S.C. §§ 4151 et. seq., as amended, Title V of the Rehabilitation Act of 1973, 29 U.S.C. §§ 790 et. seq., the Minimum Guidelines and Requirements for Accessible Design, 36 C.F.R. Part 1190, the Uniform Federal Accessibility Standards, and Title 24 of the California Code of Regulations, as the same may be amended from time to time, or any similar or successor laws, ordinances and regulations, now or hereafter adopted.

***Agreement*** has the meaning set forth in the first paragraph of this Agreement.

***Annual Determination Date*** has the meaning specified in Section 4.3(a).

***Capital Improvement Items***" means (i) all actual documented costs, expenses, liabilities and expenditures for improvements made to the Coliseum Property pursuant to Sections 11.1 and 11.2 that would be treated as capital expenditures under generally accepted accounting principles consistently applied ("***GAAP***"), including any that are funded by the ticket surcharge referred to in Section 4.3(f), by donations, or by contributions or work performed by an NFL team pursuant to Section 6.2(b), or by the NCAA, PAC-12, U.S. Olympic Committee, Special Olympics or other comparable entities and also including associated commercially reasonable general and administrative expenses of Tenant in connection with the construction of improvements (but not general operating expenses), (ii) the amount of the capital expenditure reserve described in Section 11.3, and (iii) a return on the Outstanding CapEx Balance as it exists from time to time at the Internal Lending Rate as it exists from time to time. Capital Improvement Items shall not include any costs, expenses, liabilities or expenditures (a) funded through government grants or other governmental funding, (b) reimbursed or otherwise covered by rebates, discounts, warranties or insurance proceeds (including self- insurance), or (c) funded by subtenants, concessionaires or licensees (other than the NFL, NCAA, PAC-12, U.S. Olympic Committee, Special Olympics or other comparable entities). Tenant shall be deemed to have been reimbursed for Capital Improvement Items that would have been covered by the insurance required to be carried by Tenant under this Agreement if Tenant breaches its obligation to carry such insurance, or if Tenant fails to diligently pursue any claim for insurance proceeds from its insurance carrier.

***Coliseum*** means the stadium commonly referred to as the Los Angeles Memorial Coliseum, including the main stadium, other improvements on the Coliseum Property, and all fixtures appended thereto, as the same may exist from time to time during the Term.

***Coliseum Lease*** has the meaning set forth in Recital B.

***Coliseum Property*** has the meaning set forth in Recital A.

***Commencement Date*** has the meaning set forth in Section 3.1.

***Commercially Reasonable Efforts*** means the reasonable efforts that a reasonably prudent Person who was a party to this Agreement would, at the time of executing this Agreement, contemplate using in similar circumstances in an effort to achieve a desired result set forth in this Agreement in a reasonably expeditious manner, *provided that* "Commercially Reasonable Efforts" shall not require the violation of, or failure to discharge, any duty owed to a third party, including the cancellation of any contracted event at the Coliseum, or the provision of any consideration to any third party of any amounts, except for the costs of making filings in the ordinary course of business, the reasonable fees and expenses of counsel and advisors, any nominal consent fees provided for in the existing provisions of any contract, and the customary fees and charges of Governmental Authorities.

***Commission*** has the meaning set forth in Section 15.2.

***Commission Event Period*** has the meaning set forth in Section 6.1.

***Commission Events*** has the meaning set forth in Section 6.1.

***Contractors*** has the meaning set forth in Section 15.1(f).

***"CPI"*** means the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics (Los Angeles, Riverside, Orange County, All Urban Consumers, All Items), or if such index is no longer published, a successor or substitute index designated by Landlord, published by a governmental agency and reflecting changes in consumer prices in the greater Los Angeles area.

***Cumulative Calculated Amount***, when determined as of any date, means an amount, which may be either positive or negative, equal to "**a**" minus "**b**" minus "**c**" where (i) "**a**" is equal to the cumulative Operating Receipts of Tenant that are attributable to the period beginning on the Commencement Date and ending on the Annual Determination Date; (ii) "**b**" is equal to the sum of all Offsetting Items that are attributable to the period beginning on the Commencement Date and ending on the Annual Determination Date; and (iii) "**c**" is equal to all Capital Improvement Items that were recognized by Tenant (in accordance with GAAP) during the period beginning on the Commencement Date and ending on the Annual Determination Date. Notwithstanding any contrary provision hereof, in no event shall any cost, expense, expenditure or other amount be counted on a duplicative basis as both an Offsetting Item and a Capital Improvement Item.

***Damage*** has the meaning set forth in Section 16.6.

***Damage Estimate*** has the meaning set forth in Section 16.6.

***Default Rate*** means the lesser of (i) the prime or reference rate announced from time to time by Bank of America, N.A. or it successor, plus three percent (3%) per annum, or if Bank of America, N.A. and its successor cease to exist then the prime or reference rate announced from time to time by the largest state chartered bank in California in term of deposits, plus three percent (3%) per annum, or (ii) the maximum rate of interest permitted by Law.

***Direct Lease*** has the meaning set forth in Section 3.5(b).

***District*** has the meaning set forth in the Recital A.

***District Leases*** has the meaning set forth in Recital B.

***Events*** has the meaning set forth in Section 5.1.

***Excluded Receipts*** means (i) insurance proceeds other than insurance proceeds that are in amount equal to, and payable for, a loss that has previously been recognized in any prior calculation of the Cumulative Calculated Amount, (ii) proceeds of condemnation, inverse condemnation or other exercise of any power of eminent domain or similar power; (iii) receipts attributable to any breach of this Agreement by Landlord or breach of any other obligation of Landlord to Tenant; (iv) donations of any kind, except as provided in Sections 9.2(c) – (e), (v) proceeds of the sale of naming rights that are excluded from Operating Receipts pursuant to Sections 9.2(c) – (e) or 9.3; (vi) proceeds from the sale of signage that are excluded from Operating Receipts pursuant to Article 8; (vii) proceeds of any ticket surcharge imposed by Tenant that is used to fund Capital Improvement Items, to the extent excluded from Operating Receipts pursuant to Section 4.3(f); and (viii) capital improvement funds contributed by an NFL Team to the extent excluded from Operating Receipts as Excluded Receipts pursuant to Section 6.2(b).

***Exposition Park*** means the park located within the boundaries of Exposition Boulevard, South Figueroa Street, South Vermont Avenue and West Martin Luther King Jr. Boulevard in Los Angeles, California.

***Extension Options*** has the meaning set forth in Section 3.2.

***Extension Term or Extension Terms*** has the meaning set forth in Section 3.2.

***Force Majeure Event*** means an event described in Section 16.5.

***Governmental Authority*** means any Person exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to any applicable Law.

***Internal Lending Rate*** means, as of any date of determination, the internal rate of interest charged from time to time by Tenant to Tenant's schools and departments, which internal rate of interest as of the Effective Date is currently six percent (6%) per annum. Tenant agrees to continue to calculate the Internal Lending Rate in substantially the same manner as it does as of the Effective Date. Tenant shall notify Landlord in writing upon any change in the Internal Lending Rate.

***Joint Powers Agreement*** has the meaning set forth in Recital A.

***Landlord*** has the meaning set forth in the first paragraph of this Agreement.

***Landlord Operating Costs*** has the meaning set forth in Section 4.2(a).

***Landlord Parties*** has the meaning set forth in Section 2.5.

***Law*** means any and all international, national, federal, state, provincial, regional, local, municipal, or other law (including common law), statute, code, ordinance, rule, regulation or other requirement enacted, promulgated, issued, entered or put into effect by a Governmental Authority.

***Leased Property*** has the meaning set forth in Recital B.

***Lease Year*** means each of the following periods: (i) the period that begins on the Commencement Date and that ends on the next June 30 after the Commencement Date; and (ii) each succeeding July 1 through June 30 fiscal year thereafter during the term of this Agreement.

***Liabilities*** has the meaning set forth in Section 16.4(b).

***NCAA*** means the National Collegiate Athletic Association.

***NFL Agreement*** has the meaning set forth in Section 6.2.

***Offsetting Items*** means all actual documented costs, expenses, liabilities, commercially reasonable maintenance and repair reserves, and expenditures properly booked for accounting purposes, including commercially reasonable general and administrative costs and expenses, and all sums paid by Tenant pursuant to Sections 4.1, 4.2, and 4.4, incurred by Tenant in connection with the operation of the Coliseum Property and the Owned Property that are not reimbursed by subtenants, concessionaires or licensees (not including Tenant's athletics department except as noted below), or by insurance or self-insurance. For purposes of determining Offsetting Items, (a) Offsetting Items shall not include any costs, expenses or expenditures incurred in connection with the generation of donations, except for the salaries and benefits of no more than two (2) development officers, whose combined salaries and benefits shall not exceed the total sum of $300,000 per year, as such sum may be escalated during the Term in accordance with Tenant's typical salary increases for development officers; (b) Tenant shall be deemed to have been reimbursed for Offsetting Items that would have been covered by the insurance required to be carried by Tenant under this Agreement if Tenant breaches its obligation to carry such insurance, or if Tenant fails to diligently pursue any claim for insurance proceeds from its insurance carrier; (c) Tenant's athletics department shall be deemed to reimburse Tenant for costs, expenses and expenditures that are typically required to be reimbursed by, or are typically the responsibility of, a college football team tenant under a stadium lease arrangement on prevailing fair market terms; and (d) Offsetting Items shall also include costs incurred in connection with the operation of any parking areas on the Sports Arena Property that are used for Events at the Coliseum, to the extent that such costs pertain or are reasonably allocated to the use of such parking areas for such purpose. Offsetting Items shall be calculated on an accrual basis in accordance with GAAP.

***Operating Receipts*** means cash and cash equivalents (assets readily convertible into cash) that are received by Tenant as a result of its operation of the Coliseum Property and the Owned Property, including (without limitation) those representing (a) rental receipts (but in the case of USC Home Football Games or other athletic events for Tenant's collegiate teams, limited to a market percentage of gate receipts (and subject to the Ticket Price Exclusions described below), which the parties acknowledge are typically eight percent (8%) for college football

games as of the Commencement Date); (b) proceeds of the sale of naming rights (subject to the limitations set forth in Section 9.2 and 9.3); (c) any imputed rent from an NFL team calculated pursuant to Section 6.2(b); (d) signage, concessions, filming and other operations; and (e) proceeds of any ticket surcharge imposed by Tenant that are not Excluded Receipts. Operating Receipts shall also include revenues received by Tenant from the operation of parking areas located on the Sports Arena Property for Events at the Coliseum. Operating Receipts shall be calculated on an accrual basis in accordance with GAAP. Notwithstanding the foregoing, (a) Operating Receipts shall not include donations or sums received for Capital Improvement Items by the NFL (subject to Section 6.2(b)). Additionally, with respect to the Commercial Value Equivalent of other donations and any commercial naming rights revenues that Tenant designates are to be used for Capital Improvement Items, inclusion of such Commercial Value Equivalent and other revenues in Operating Receipts shall be deferred for a period of three (3) years from the date of receipt; provided that as of the third (3rd) anniversary of the date of receipt, Tenant shall include in the Operating Receipts for the then-current year all Commercial Value Equivalent and other receipts that have been deferred pursuant to this sentence.

***Other Property*** has the meaning set forth in Section 2.2.

***Outstanding CapEx Balance*** means, at any date of determination, an amount equal to the excess, if any, of (x) Capital Improvement Items, over (y) the cumulative Operating Receipts less the cumulative Offsetting Items.

***Owned Property*** has the meaning set forth in Recital C.

***Pac-12*** means the Pac-12 Conference, or its successor.

***Parking Lot Lease*** has the meaning set forth in Section 3.5(c).

***Parking Lot Property*** has the meaning set forth in Recital C.

***Permanent Signage*** means any sign, exhibit, display or other visual image that is for the purpose of providing advertising or marketing, directions, security, crowd control, safety or other similar information or is otherwise not included within the definition of Temporary Signage, and is regulated as permanent signage in accordance with the City of Los Angeles Municipal Code.

***Person*** means and includes natural persons, corporations, limited partnerships, limited liability partnerships, limited liability companies, general partnerships, joint stock companies, joint ventures, associations, companies, trusts, banks, trust companies, land trusts, business trusts, league, the NCAA, the Pac-12, or other organizations, whether or not legal entities, and all Governmental Authorities.

***Premises*** has the meaning set forth in Recital C.

***Public Interest Event*** means a cultural, educational, religious, political, social, demonstration or similar Event for which tickets are not sold (except to cover the cost of the Event or for the benefit of the particular charitable purpose for which the Event is held) and the Coliseum is not otherwise made available for commercial exploitation from the sale of

merchandise and novelties, the earning of broadcast revenues, the placement of advertising, the marketing of sponsorships, or the receipt of other streams of revenue customarily earned at commercial Events at the Coliseum (except to cover the cost of the Event or for the benefit of the particular charitable purpose for which the Event is held).

***Sports Arena*** means the Los Angeles Memorial Sports Arena or any replacement thereof.

***Sports Arena Lease*** has the meaning set forth in Recital B.

***Sports Arena Property*** has the meaning set forth in Recital A.

***Temporary Signage*** means any sign, exhibit, display or other visual image on, in or at the Coliseum that (A) (i) is installed and removed on the same day as, or during the period required under the then-current governing Los Angeles Municipal Code Section, so as to constitute a "temporary sign" for the purpose of the Los Angeles Municipal Code, (ii) is not a fixture or otherwise appended to the Coliseum in a manner that causes damage from installation or removal that is not customary and cannot be patched and repaired in the ordinary course during such period, (iii) does not involve the application of paint, coloring, shading, powdering or any other substance directly to the improvements or fixtures that are part of the Coliseum, (iv) does not constitute signage to provide directions, security, crowd control, safety or other similar information, or to identify, or advertise food and beverages sold at, concession stands, and (v) is not on-field advertising; (B) constitutes the digital content of any scoreboard, video board or other signage within the Coliseum displayed on the day of an Event; or (C) constitutes the digital content of any other sign, exhibit, display or other visual image, except for the digital content of a sign, exhibit, display or other visual image permanently affixed to the improvements or fixtures at the Coliseum where the digital content constitutes advertising of only the products of a single sponsor or single lessee of such sign, exhibit, display or visual image that is placed on a long-term, and not event-by-event, basis.

***Tenant*** has the meaning set forth in the first paragraph of this Agreement.

***Term*** has the meaning set forth in Section 3.1.

***Ticket Price Exclusions*** means the following: (a) the face value of complimentary tickets, (b) any amounts received from the sale of student tickets to Tenant's bona fide students or their spouses/domestic partners or the sale of faculty or staff cards or tickets to members of Tenant's faculty or staff or their spouses/domestic partners, entitling the holder to admission to a USC Home Football Game, if and while he or she is a bona fide student or the spouse/domestic partner of a bona fide student or member of the faculty or staff or the spouse/domestic partner of a member of the faculty or staff ("***Student/Staff Tickets***"); provided that if the total of complimentary tickets (excluding complimentary ticket provided to Landlord) and Student/Staff Tickets exceeds twenty percent (20%) of the total tickets sold to the public for a USC Home Football Game, then the product of such excess number of such tickets multiplied by the average ticket price for such USC Home Football Game shall be included in the calculation of the total revenue from ticket sales for such USC Home Football Game for the purpose of determining the market percentage of gate receipts that will be included in Operating Receipts; and (iii) that part

of each amount collected from ticket purchasers which Tenant is required to exact in the capacity of a collection agent, in effect, for any taxing authority as an admission or other tax.

***Trojan Football Team*** means the varsity football team of the University of Southern California.

***USC Home Football Game*** means any American-style football game in which, under the rules, schedule or designations of the Pac-12, NCAA or other sponsor or organization sponsoring, hosting or promoting such game, the Trojan Football Team is designated as the "home" team, including customary pre-game, half-time and post-game activities occurring on the same day as the football game, whether such football game occurs prior to, during or after the regular season of the Pac-12, NCAA or such other sponsor or organization hosting or promoting such game.

**EXHIBIT A**

**COLISEUM PROPERTY**

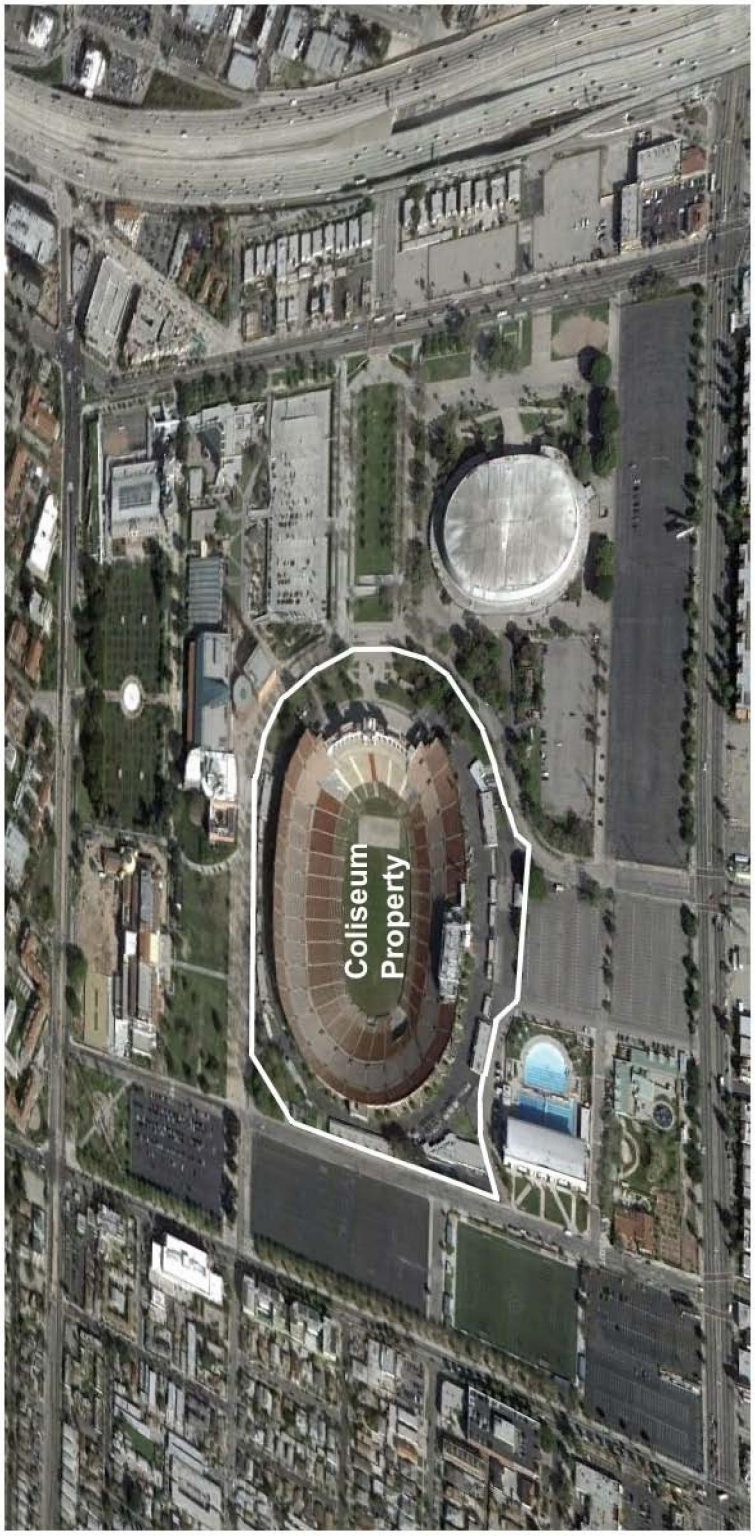


**EXHIBIT B**

**SPORTS ARENA PROPERTY**

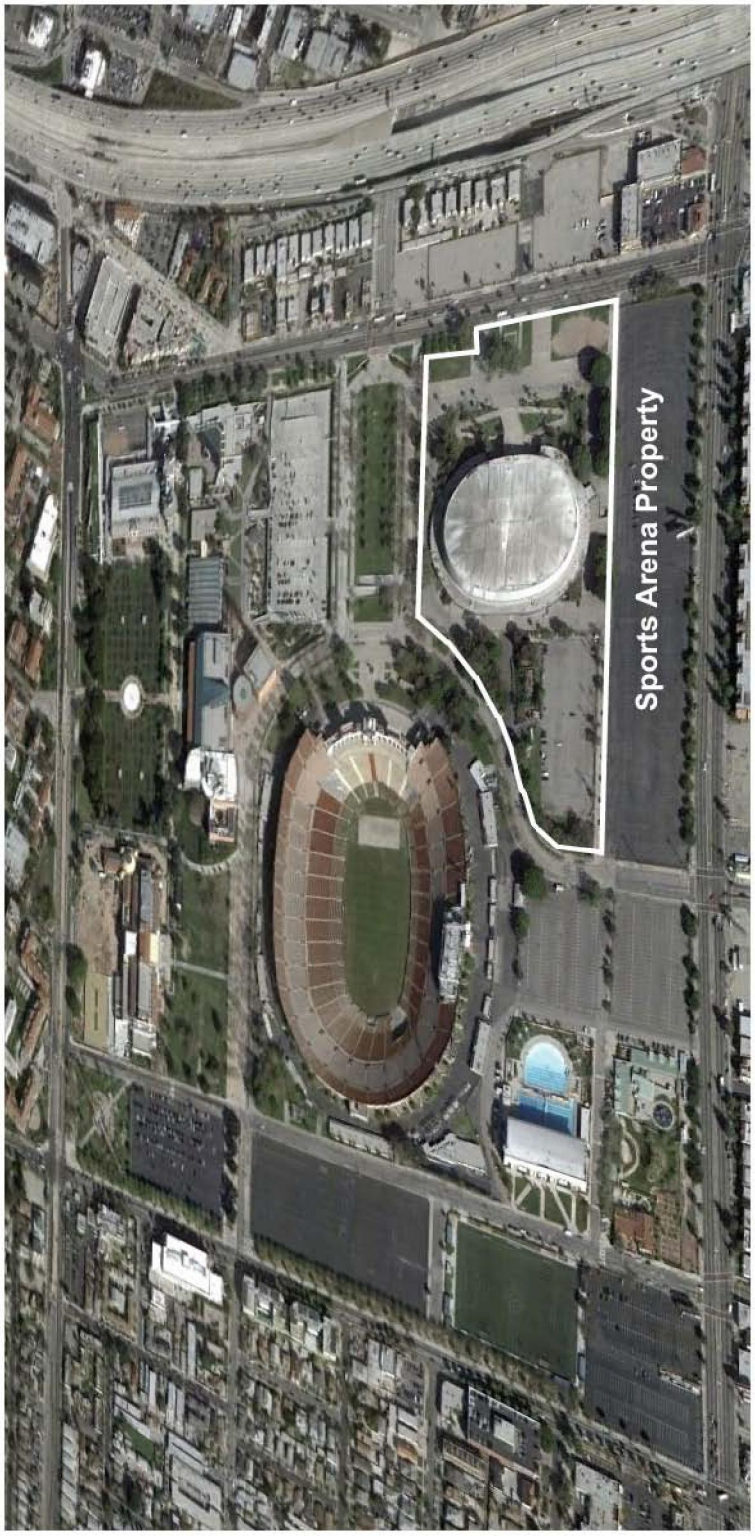


**EXHIBIT C**

**PARKING LOT PROPERTY**

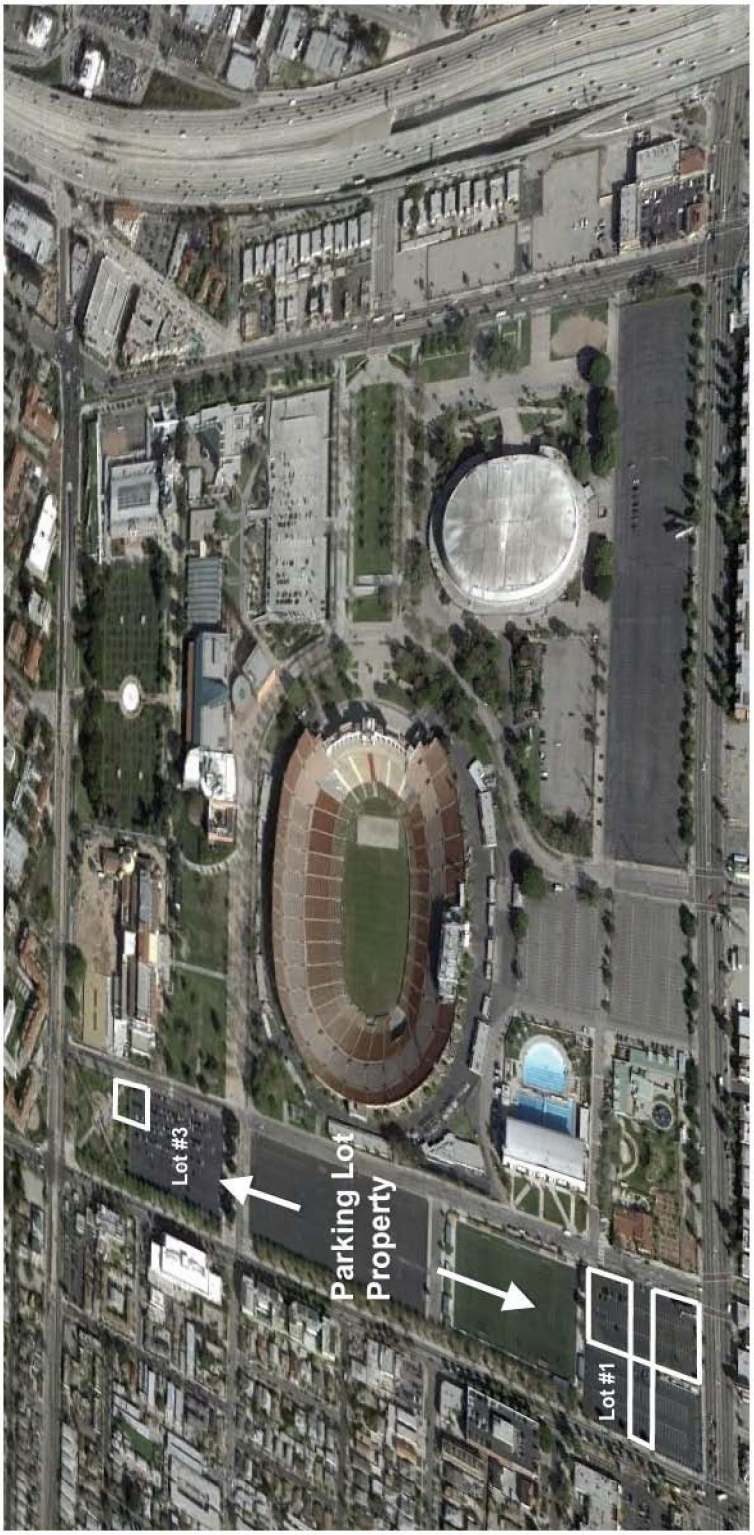
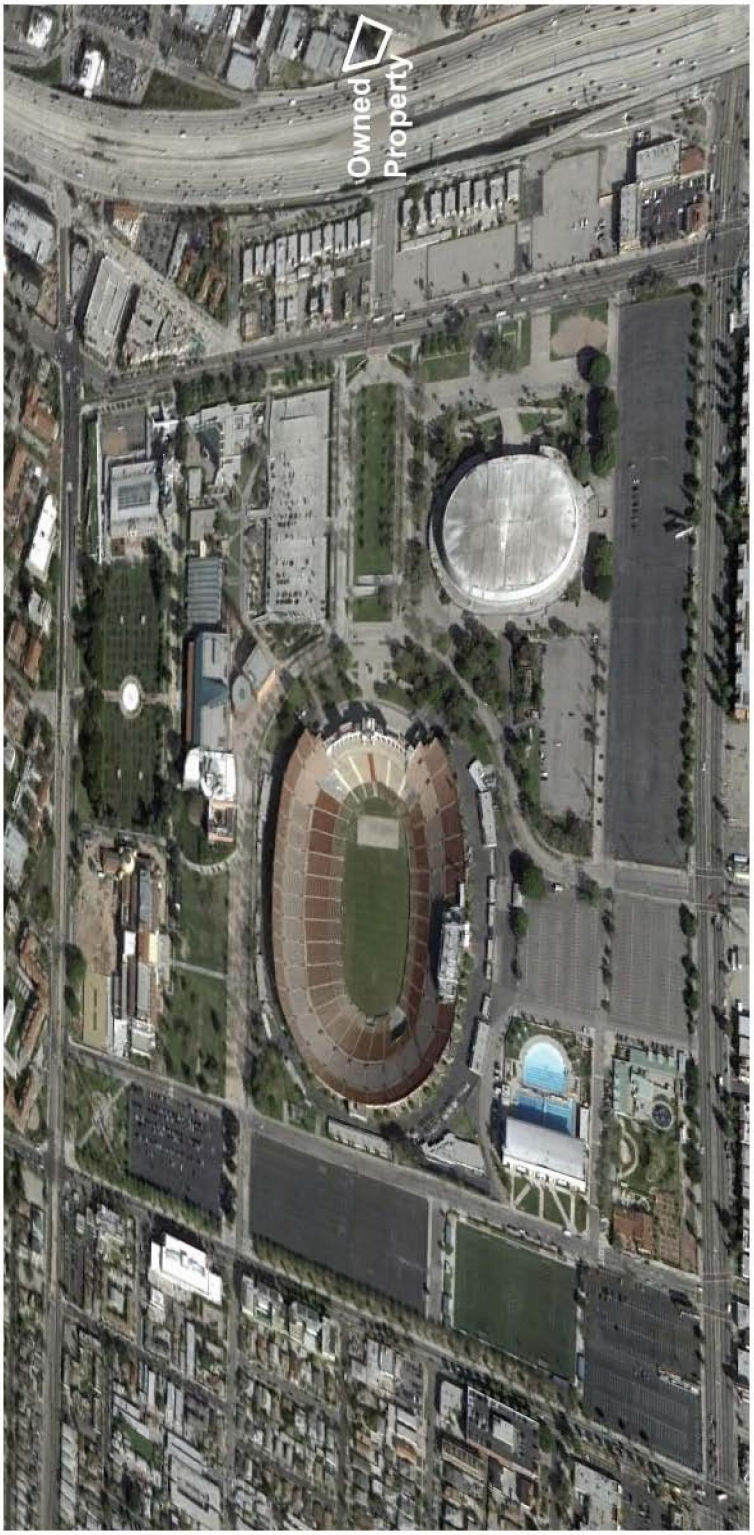


**EXHIBIT D**

**OWNED PROPERTY**



**SCHEDULE 2.2-1**

**OTHER PROPERTY**

**Intangible Property:**

Trademarks and Servicemarks as follows:

- "Los Angeles Memorial Coliseum"
- "The Coliseum"
- "Los Angeles Coliseum"
- "L.A. Coliseum"
- "LA Coliseum"
- "Los Angeles Memorial Sports Arena"
- "Los Angeles Sports Arena"
- "LA Sports Arena"
- "L.A. Sports Arena"
- The stylized/design mark:

- Variations of any of the above marks that impart association with and/or origin from the Landlord in provision of services and goods

and

- Combined marks of the above.

**Plans, Specifications, Permits and Warranties, including without limitation:**

- Plans and specifications for improvements
- Property maps
- Governmental permits and approvals, including food service permits
- Third party warranties pertaining to the Premises

**Licenses, including without limitation:**

- Communications licenses-telecommunications, cell, two way radio, radio frequencies
- Utilities licenses, including water, natural gas, electricity, internet, wireless communication, waste water, environmental.
- Occupancy permits-certificate of occupancy, crowd capacities, and any variances which have been issued.
- Certifications from any other governmental agency related to operations or occupancy, such as, Federal Aviation Agency, earthquake certifications, etc.

**Appliances, Equipment, Furnishings and other Tangible Personal Property, including without limitation:**

- **Permanent Equipment -** All permanent equipment, to include all spare parts, operating manuals, and any maintenance agreements which are in effect or have expired regarding such equipment, including those related to:

    - Public address
    - Video display or messaging
    - Communications-to include telephonic, two way radio and transmission, wiring, fiber
    - Utility-electrical, plumbing, waste water, water
    - Lighting and lighting control
    - Air conditioning, heating

- **Moveable Equipment -** All moveable equipment and furniture, fixtures and equipment, to include all spare parts, operating manuals, and any maintenance agreements which are in effect or have expired regarding such equipment.

    - Office Furniture-including office equipment.
    - Ground maintenance-turf related and all tools
    - Computers, printers, scanners, computer wiring
    - Telecommunications instruments and connectivity equipment
    - Two way radios
    - Material handling-forklifts, pallet jacks, dollies, racks
    - Sport specific
    - Vehicles
    - Security and traffic devices-stanchions, wands, magnetometers, barricades, uniforms
    - Tables, chairs, staging, dollies

- **Food Service Equipment** - including without limitation:
    - Tents, counters, tables used to create food service spaces.
    - Food preparation equipment
    - Food storage equipment-hot and cold
    - Shelves, racks, furniture
    - Vehicles
    - Office equipment-to include furnishings, computers, telecommunications
    - Money handling devices
    - Uniforms
    - Two-way radios

**Documents Related to Events, including without limitation:**

- Signed event contracts

- Work orders; operations plans
- Event layouts, drawings
- Billing documents and billing details

**Contracts, including without limitation:**

- All contracts, leases and other agreements relating to the operation of the Coliseum and Sports Arena.
- All agreements with regard to responsibilities or limitations related to other Exposition Park tenants, including parking, security, safety, etc.

Notwithstanding any contrary provision of the Agreement or this Schedule 2.2-1, Landlord's lease of the items listed in this Schedule 2.2-1 shall (a) be limited to the extent of Landlord's right to lease such item, (b) be limited to Landlord's interest in such item, (c) exclude any of Landlord's records regarding the Premises (other than those listed in this exhibit), so long as Tenant has reasonable access to and the right to copy all non-confidential, non-privileged records, and (d) be subject to the reservation by Landlord of the right to use such item as reasonably necessary in connection with the exercise of any of Landlord's rights under this Agreement.

A detailed schedule of items included in Other Property follows.

# LA Coliseum and Sports Arena

## Personal Property

| Asset Type | Qty | Description | Model Number |
|---|---|---|---|
| Arena equipment | 1 | Basketball Floor (USED) | |
| Arena equipment | 2 | Basketball Hoops | |
| Arena equipment | 1 | East Riser | |
| Arena equipment | 1 | Hocker Dasher System (Plexiglass) | |
| Arena equipment | 1 | Indoor Wooden Track (USED) | |
| Arena equipment | 1 | North Riser | |
| Arena equipment | 1 | South Riser | |
| Arena equipment | 1 | Stage 40' x 60' | |
| Arena equipment | 1 | West Riser | |
| ATM equipment | 8 | ATM Tranax | HS-1430 |
| ATM equipment | 4 | ATM Triton | 9600 |
| Audio equipment | 1 | Acer monitor | P191w |
| Audio equipment | 36 | Arena JBL speakers hanging in bowl | |
| Audio equipment | 1 | Ativa keyboard black | |
| Audio equipment | 1 | Audio System- commission office | |
| Audio equipment | 9 | Connectronics 16 slot rack mount XLR holders | |
| Audio equipment | 1 | Dlink 8 port hub | DGS-1008G |
| Audio equipment | 1 | G2 VIM-1808 LIGHTVIPER | VIM-1808 |
| Audio equipment | 1 | green belkin surge protector 10 outlet | |
| Audio equipment | 1 | HP Keyboard black | |
| Audio equipment | 1 | HP Pavilion Slimline Computer | s3521p |
| Audio equipment | 1 | Kinyo Desktop Speakers pair | |
| Audio equipment | 2 | Light Viper Fiber Converters (Load 16 & Audio Room) | |
| Audio equipment | 1 | Mackie DFX-6 Sound Mixer Board (video room) | DFX-6 |
| Audio equipment | 2 | Marble Ball Mouse | |
| Audio equipment | 1 | McClelland Two way stereo converter | MQS-75 |
| Audio equipment | 1 | memorex hdmi dvd player | MVD2047BLK |
| Audio equipment | 1 | Meyer speakers in cabinets @ Coliseum | |
| Audio equipment | 1 | Midas Venice Sound/Mixer Board (arena) | |
| Audio equipment | 1 | netgear 10/100 switch | |
| Audio equipment | 72 | neutrik xlr connectors in slots female on back, male on front | |
| Audio equipment | 38 | neutrik xlr connectors in slots male on back, female on front | |
| Audio equipment | 1 | Panasonic Hi-Power Amp WA-750 | WA-750 |
| Audio equipment | 1 | RTS TW Intercom system 1x5 splitter | TW5W |
| Audio equipment | 1 | Shuttle computer (POS possible Demo) | x50 v2 |
| Audio equipment | 2 | white belkin power strips 6 outlet | |
| Audio equipment | 1 | white V-tech cordless phone | |
| Audio equipment | 1 | Yamaha 16 channel Ethernet I/O Card RJ45 | AVY16-ES100 |
| Audio equipment | 1 | Yamaha ls-9-16 Digital Mixing Console + Ethernet card | LS9-16 |
| Audio equipment | 1 | YAMAHA stage box SB168-ES | |
| Computer | 1 | ACER | AM1641-01521A |
| Computer | 1 | ACER | M1000 |
| Computer | 1 | COMPAQ | AWRDACPI |
| Computer | 1 | COMPAQ | CQ5000 |
| Computer | 1 | COMPAQ | CQ5320F |
| Computer | 1 | COMPAQ | GQ3151 |
| Computer | 1 | COMPAQ | GQ6120 |
| Computer | 1 | COMPAQ | Q1859 |
| Computer | 1 | COMPAQ | SR5350F |
| Computer | 1 | COMPAQ | SR5816F |
| Computer | 5 | E-MACHINE | T3642 |
| Computer | 1 | E-MACHINE | T5048 |
| Computer | 1 | E-MACHINE | T5062 |
| Computer | 1 | E-MACHINE | T5082 |

# LA Coliseum and Sports Arena

## Personal Property

| Asset Type | Qty | Description | Model Number |
|---|---|---|---|
| Computer | 1 | GATEWAY | GM5472 |
| Computer | 1 | GATEWAY | GT5224 |
| Computer | 1 | GENERIC PC | GENERIC |
| Computer | 1 | GENERIC PC | GENERIC |
| Computer | 1 | GENERIC PC | GENERIC |
| Computer | 1 | GENERIC PC | GENERIC |
| Computer | 1 | GENERIC PC | GENERIC |
| Computer | 1 | GENERIC PC | GENERIC |
| Computer | 1 | GENERIC PC | GENERIC |
| Computer | 1 | GENERIC PC | G31M-ES2L |
| Computer | 1 | HP PAVILION | 53421P |
| Computer | 1 | HP PAVILION | M8000 |
| Computer | 1 | LENOVO | 969DA12 |
| Computer | 1 | LENOVO | 7752- |
| Computer | 1 | SHUTTLE | |
| Computer | 1 | SHUTTLE | S139H |
| Computer | 1 | SHUTTLE | X535 |
| Concession equipr | 1 | 2 bin frymaster deep fryer | |
| Concession equipr | 2 | 4 wheel dollies | |
| Concession equipr | 8 | 4 wheel serving tables alum | |
| Concession equipr | 2 | 4 wheel true man.co 2 leave warmers | |
| Concession equipr | 2 | 6 foot salad bars with sneeze guard | |
| Concession equipr | 1 | aeolus ais system over door | |
| Concession equipr | 1 | aero hot waterless food warmer | Model# E303-25 |
| Concession equipr | 2 | alto shaam 3 level warmer | M#500-3DN |
| Concession equipr | 1 | alto shaam cooking oven | M#ASC-4E |
| Concession equipr | 2 | alto shaam deep fryers | M#ASF-60E |
| Concession equipr | 2 | alto shaam hald head 4 wheel warmers | M#ED25YS-72/25 |
| Concession equipr | 6 | alto shaam hot dog cooker | M#GRSDS-30D |
| Concession equipr | 33 | alto shaam warmers | 1000 UP/VSI |
| Concession equipr | 1 | berkel inc. food processing machine | Model# 8 18 |
| Concession equipr | 2 | black 4 wheel containers | |
| Concession equipr | 1 | black salad bin | |
| Concession equipr | 1 | blue bunny freezer | |
| Concession equipr | 24 | bus tubs | |
| Concession equipr | 3 | captive air system | M#5412SNO-2 |
| Concession equipr | 8 | chaffers complete | |
| Concession equipr | 5 | chaffers complete | |
| Concession equipr | 23 | chaffers square | |
| Concession equipr | 2 | Cleveland steam cooker | Model#21CET8 |
| Concession equipr | 1 | coca cola cooler | M#G319 |
| Concession equipr | 1 | coca cola dasani cooler | M#G319 |
| Concession equipr | 42 | coffee cambros | |
| Concession equipr | 22 | coffee pump | |
| Concession equipr | 1 | coffee urn | |
| Concession equipr | 1 | Coke Fridge | |
| Concession equipr | 1 | Coke Fridge | |
| Concession equipr | 2 | coke machines | |
| Concession equipr | 1 | cooler | M#MT45 |
| Concession equipr | 1 | cooler beverage air | M#MT45 |
| Concession equipr | 1 | cooler beverage air | M#MT45 |
| Concession equipr | 1 | cooler beverage air | M#MT45 |
| Concession equipr | 2 | cres cor food box | Model#100-1833 |
| Concession equipr | 2 | curtain air system above door | M#CFD-TQ-2-36-1-A |

# LA Coliseum and Sports Arena

## Personal Property

| Asset Type | Qty | Description | Model Number |
|---|---|---|---|
| Concession equipr | 1 | curtis coffee brewer | M#RU600 |
| Concession equipr | 2 | curton air cooler over door | |
| Concession equipr | 20 | cutting boards | |
| Concession equipr | 4 | deep fryer baskets | |
| Concession equipr | 1 | defield warmer under grill | |
| Concession equipr | 1 | delfield food warmer under grill | |
| Concession equipr | 1 | delfield freezer | M#FIFL |
| Concession equipr | 1 | delfield freezer | M#FIFR |
| Concession equipr | 1 | double montague oven stand up on wheels | |
| Concession equipr | 1 | ember glo warmer | M#ES5M |
| Concession equipr | 1 | espresso roast maker | |
| Concession equipr | 2 | fetco coffee dispensers | |
| Concession equipr | 13 | fetco coffee maker | CBS-51H15 |
| Concession equipr | 1 | fiter magic frymaster deep fryer | |
| Concession equipr | 1 | food warmer 3 compartment | |
| Concession equipr | 39 | fruit bins for bar | |
| Concession equipr | 15 | fry baskets | |
| Concession equipr | 1 | fry master 2 bin deep fryer | M#FMRE217SE |
| Concession equipr | 2 | garland grill | |
| Concession equipr | 1 | hatco 24-7 warmer | M#GR2SDH-24D |
| Concession equipr | 2 | hatco 6LD-ray food warmers | M#GRFSCL-18 |
| Concession equipr | 4 | hatco gld-ray food warmer | Model# GRFF |
| Concession equipr | 1 | hobart hot dog cooker | M#CN85 |
| Concession equipr | 6 | horse troughs | |
| Concession equipr | 2 | hot dog cooker | |
| Concession equipr | 18 | hot dog warmers | 200CT |
| Concession equipr | 1 | hot food box inc. warmer | Model# C12 |
| Concession equipr | 1 | hot food box wc | |
| Concession equipr | 2 | j&j super pretzel cookers | M# JJ580LTD/JJ850C |
| Concession equipr | 2 | keg coolers with 2 dispensers | |
| Concession equipr | 1 | kenmore clothes dryer | M#KEYS850LQI |
| Concession equipr | 1 | kitchen aid clothes washer | |
| Concession equipr | 1 | kitchen clothes dryer 80 series | M#268867290 |
| Concession equipr | 1 | kraft foods coffee maker | Model#VPS black 04275-0013 |
| Concession equipr | 3 | laundry bins | |
| Concession equipr | 6 | liquor cage | |
| Concession equipr | 1 | manitowac ice maker | M#B140048 |
| Concession equipr | 10 | margarita shakers for bar | |
| Concession equipr | 1 | mcall refrigerator | Model# 7-7045T |
| Concession equipr | 2 | mccall refrigeration units | Model# RP-15-16-EN |
| Concession equipr | 2 | merco slide warmer | M#311034 |
| Concession equipr | 2 | merco slide warmers | |
| Concession equipr | 1 | merco warmer | Model# HWEZFWM-24C |
| Concession equipr | 3 | metro c5 warmers | M#C569-NFS-UA |
| Concession equipr | 1 | monster container | |
| Concession equipr | 1 | montague grizzley 6 range stove and oven | |
| Concession equipr | 1 | montague grizzly gill and 2 ovens | |
| Concession equipr | 2 | nacho cheese and chip warmers | M#5580BVL |
| Concession equipr | 26 | napkin holders for bar | |
| Concession equipr | 1 | nuvu pizza oven | Model# PMA/5/18 |
| Concession equipr | 1 | perfect fry company fryer | Model# PFC5708 |
| Concession equipr | 9 | pizza cooker | 560D |
| Concession equipr | 1 | pizza oven | |
| Concession equipr | 2 | popcorn cooker | M#T-2000 |
| Concession equipr | 61 | popcorn warmers | 100 PC |

# LA Coliseum and Sports Arena

## Personal Property

| Asset Type | Qty | Description | Model Number |
|---|---|---|---|
| Concession equipr | 1 | pretzel cooker | M#HBA5D2GE |
| Concession equipr | 2 | pretzel displays | |
| Concession equipr | 1 | pretzel steamer | Model# HBA5N1GE |
| Concession equipr | 1 | pretzel warmer | |
| Concession equipr | 1 | radarange microwave | Model# RCS 700 |
| Concession equipr | 7 | round chaffers | |
| Concession equipr | 2 | salad bins | |
| Concession equipr | 2 | sheet pan racks | |
| Concession equipr | 38 | slide warmer | GRSDS-30D |
| Concession equipr | 1 | smart chef cooler above door | |
| Concession equipr | 1 | snorkler wolf grill and oven | |
| Concession equipr | 4 | soup kettles | |
| Concession equipr | 1 | ss 300 garbage disposal | Model# SS-300-25 |
| Concession equipr | 1 | steam cooker | |
| Concession equipr | 2 | stevelift food warmer and storage unit | |
| Concession equipr | 2 | strainers | |
| Concession equipr | 2 | super diggity roller grills | M#8225 |
| Concession equipr | 1 | travlsen refrigerator | M#G20010 |
| Concession equipr | 1 | true industrial freezer | M#T-72 F |
| Concession equipr | 1 | true industrial refrigerator | M#T-72 |
| Concession equipr | 1 | true manufacturing co. refrigerator | M#TSSU-36-12M-B |
| Concession equipr | 1 | true manufacturing refrigerator | M# TSSU-36-12M-B |
| Concession equipr | 2 | true ultra max grills | |
| Concession equipr | 3 | ventilation systems | Model# 10A-126 |
| Concession equipr | 15 | vulcan hot dog cokker | VC4ED |
| Concession equipr | 89 | wells 2 drawer warmer | RW-26-JD |
| Concession equipr | 35 | wells counter top warmers | RW-26-HD |
| Concession equipr | 8 | wells food warmer | RW-2HD |
| Concession equipr | 3 | winston pretzel cooker | M# HB35DZGE |
| Concession fixture | 1 | 2 shelf storage rack | |
| Concession fixture | 37 | 3 shelf rack | |
| Concession fixture | 1 | 3 tier fruit display | |
| Concession fixture | 49 | 4 shelf storage rack | |
| Concession fixture | 1 | always can storage rack | |
| Concession fixture | 5 | bread racks | |
| Concession fixture | 30 | chip rack | |
| Concession fixture | 210 | floor rack | |
| Concession fixture | 55 | keg rack | |
| Concession fixture | 3 | pretzel display | |
| Concession fixture | 15 | snack racks 4 wheels | |
| Concession fixture | 1 | storage rack with 3 shelves | |
| Equipment | 8 | Adding machine | |
| Equipment | | Barricades | |
| Equipment | 1 | Burnisher/Buffer, TomCat | |
| Equipment | 1 | carpet cleaning equipment | |
| Equipment | | Coliseum Network | |
| Equipment | 1 | Commission Tent | |
| Equipment | 1 | concert barricade | |
| Equipment | 12 | Currency Counter | |
| Equipment | 11 | fridge mini | |
| Equipment | 1 | Mitel Phone System | |
| Equipment | 1 | pallet jack | |
| Equipment | 1 | Portable PA System | Anchor |
| Equipment | 1 | pressure washer strero company | Model# SDRA |
| Equipment | 1 | Pressure washer with trailer | |
| Equipment | ~120 | Radios | |

# LA Coliseum and Sports Arena

## Personal Property

| Asset Type | Qty | Description | Model Number |
|---|---|---|---|
| Equipment | 1 | Recruits Tent | |
| Equipment | 4 | Refrigerator-office | |
| Equipment | 1 | Repeater | |
| Equipment | 1 | Scrubber- Arena | |
| Equipment | 1 | Scrubber- Concourse | |
| Equipment | | Sports Arena Network | |
| Equipment | 7 | water cooler | |
| Equipment | | WebCam System* | |
| Equipment | 32 | credit Card Machine Verifone | |
| Field equipment | 1 | aerator* Toro Deep tine | |
| Field equipment | 12 | Benches Football (12) | |
| Field equipment | 5 | Benches Soccer (5) | |
| Field equipment | 1 | Bucket Loader/Tractor- Case | |
| Field equipment | 1 | Chemical Sprayer/Trailer 80 Gallon | |
| Field equipment | 1 | Field Cover/Enkamat | |
| Field equipment | 1 | Field Marking Stencils | |
| Field equipment | 1 | Field Striper 3 wheel | |
| Field equipment | 1 | Field Striper 4 wheel | |
| Field equipment | 1 | Field Sweeper Toro | |
| Field equipment | 2 | Football Uprights (2) | |
| Field equipment | 1 | Lawnmower Jacobsen | Tr3 26 reel |
| Field equipment | 1 | Lawnmower Toro Tri-plex | |
| Field equipment | 3 | Painting rigs (3) | |
| Field equipment | 2 | Players Area Covering (2) | |
| Field equipment | 3 | Rain Tarps Field (3) | |
| Field equipment | 1 | Sand/seed Spreader trailer | |
| Field equipment | 1 | Small Field Striper (2) | |
| Field equipment | 2 | Soccer Goals (2 FIFA) | |
| Field equipment | 1 | Tractor John Deere | |
| Field equipment | 1 | Verticutter | |
| Furniture | 2 | 10 foot prep tables | |
| Furniture | 1 | 2 foot alum prep table | |
| Furniture | 27 | 3 foot alum prep table | |
| Furniture | 8 | 4 foot alum table | |
| Furniture | 15 | 5 foot alum prep table | |
| Furniture | 1 | 5 foot office desk | |
| Furniture | 1 | 5 foot plastic table | |
| Furniture | 28 | 6 foot alum prep table | |
| Furniture | 1 | 6 foot wood table | |
| Furniture | 11 | 8 foot alum prep tables | |
| Furniture | 1 | 8 foot wood table | |
| Furniture | 1 | American Flag | |
| Furniture | 9 | arm chairs | |
| Furniture | 18 | Bookshelf | |
| Furniture | 1 | Built in Desk/Cabinet | |
| Furniture | 1 | California Flag | |
| Furniture | 6 | Chair- Big Leather | |
| Furniture | 42 | Chair- Office | |
| Furniture | 7 | chairs | |
| Furniture | ~4000 | Chairs Red Clarins | |
| Furniture | 110 | Chairs- Black Arena Club | |
| Furniture | 118 | Chairs- Black USC | |
| Furniture | 225 | Chairs- Burgundy Upholstery | |
| Furniture | 12 | Chairs- Commission Leather | |
| Furniture | 2 | coffee table | |
| Furniture | 2 | computer desk | |

# LA Coliseum and Sports Arena

## Personal Property

| Asset Type | Qty | Description | Model Number |
|---|---|---|---|
| Furniture | 20 | conference chairs | |
| Furniture | 7 | Conference Table | |
| Furniture | 39 | Desk | |
| Furniture | 2 | dining chairs | |
| Furniture | 16 | Directors Chairs | |
| Furniture | 4 | display cases | |
| Furniture | 4 | easel | |
| Furniture | 1 | entry table | |
| Furniture | 1 | extension table | |
| Furniture | 49 | file cabinets | |
| Furniture | 3 | fire rated file cabinets | |
| Furniture | 2 | folding table | |
| Furniture | 7 | Lockable shelf | |
| Furniture | 1 | mirror | |
| Furniture | 5 | open shelves | |
| Furniture | 1 | paper storage cabinet | |
| Furniture | 1 | plastic 6 foot table | |
| Furniture | 44 | racks | |
| Furniture | 1 | reception desk | |
| Furniture | 46 | Side chair | |
| Furniture | 5 | side table | |
| Furniture | 6 | sideboard | |
| Furniture | 6 | sideboard and hutch | |
| Furniture | 6 | sofa | |
| Furniture | 5 | stacking chairs | |
| Furniture | 50 | Stand-Up Cocktail Tables | |
| Furniture | 40 | Stools- Press Box | |
| Furniture | 8 | Stools- Press Box Wooden | |
| Furniture | 1 | table for radios | |
| Furniture | 1 | table small | |
| Furniture | 16 | Tables- 60" Round | |
| Furniture | ~40 | Tables- 8' folding | |
| Furniture | 5 | ticket sales chairs | |
| Furniture | 2 | Waiting Room chair | |
| Furniture | 3 | Waiting Room Sofa/chair | |
| Laptop | 1 | IT PC 1 | TOSHIBA |
| Laptop | 1 | IT PC 10 | TOSHIBA |
| Laptop | 1 | IT PC 2 | ACER |
| Laptop | 1 | IT PC 3 | ACER |
| Laptop | 1 | IT PC 4 | GATEWAY |
| Laptop | 1 | IT PC 5 | LENOVO |
| Laptop | 1 | IT PC 6 | ACER |
| Laptop | 1 | IT PC 7 | HP G56 |
| Laptop | 1 | IT PC 8 | COMPAQ |
| Laptop | 1 | IT PC 9 | ACER |
| Monitor | 1 | ACER | AL1716 |
| Monitor | 2 | ACER | AL2216W |
| Monitor | 2 | ACER | P206HL |
| Monitor | 1 | ACER | X191W |
| Monitor | 5 | ACER | X193W |
| Monitor | 3 | ACER | X243W |
| Monitor | 1 | COMPAQ | FV247A |
| Monitor | 4 | HANNS-G | HW191D |
| Monitor | 1 | HP | HPJP17 |

# LA Coliseum and Sports Arena

## Personal Property

| Asset Type | Qty | Description | Model Number |
|---|---|---|---|
| Monitor | 1 | HP | HPW196 |
| Monitor | 1 | KDS USA | 786N |
| Monitor | 1 | MAG | 900P |
| Monitor | 1 | MEGA VISION | MV173 |
| Monitor | 1 | SAMSUNG | 953BW |
| Monitor | 1 | SAMSUNG | 731B |
| Monitor | 1 | SAMSUNG | T200HD |
| Monitor | 1 | SAMSUNG | HD |
| Monitor | 1 | VIEW SONIC | VS13239 |
| Monitor | 1 | VIEW SONIC | VP191S |
| Monitor | 1 | VIEW SONIC | VS12264 |
| Monitor | 1 | VIEW SONIC | VS11446 |
| Monitor | 1 | VIEW SONIC | VS11419 |
| POS equipment | 78 | cash drawer | |
| POS equipment | 78 | credit card swipe | |
| POS equipment | 78 | Customer display | |
| POS equipment | 78 | Point of Sale Computers | CT-150 |
| POS equipment | 78 | Software: $250 per license for Lounge Manager | |
| POS equipment | 78 | Software: $88 per windows XP | |
| POS equipment | 78 | thermal printer | TM200 |
| Printer | 1 | Brother Laser | hl-5140 |
| Printer | 1 | Brother MFC | 7360n |
| Printer | 1 | Brother MFC | 8500 |
| Printer | 1 | Cannon Image Runner | 3300 |
| Printer | 1 | Cannon Image Runner | 33006 |
| Printer | 1 | Eltron | P310 |
| Printer | 1 | Epson | FX-2180 |
| Printer | 1 | Epson Stylus | c82 Dura Brite ink |
| Printer | 1 | Hp Color Laser Jet | cm1312 nfi mfp |
| Printer | 1 | Hp Desk Jet | 5650 |
| Printer | 2 | Hp Laser Jet | 1006 |
| Printer | 4 | Hp Laser Jet | 1012 |
| Printer | 7 | Hp Laser Jet | 1020 |
| Printer | 1 | Hp Laser Jet | m1319f mfp |
| Printer | 1 | Hp Laser Jet | P1102W |
| Printer | 1 | Hp Laser Jet | P1505 |
| Printer | 1 | Hp Laser Jet | P2035n |
| Printer | 2 | Hp Laser Jet | 3050 |
| Printer | 1 | Hp Laser Jet | m1522 nf |
| Printer | 1 | Hp Office Jet | L7555 |
| TV | 22 | 13" CRT's | |
| TV | 14 | 19" Olevia | 219-B11 |
| TV | 9 | 22" Supersonic | SC-222A-BK |
| TV | 3 | APEX CRT | AT2102 |
| TV | 3 | CRT | |
| TV | 3 | Daiwoo 19" | |
| TV | 2 | EMERSON 42" | DC-P42W-10A |
| TV | 1 | Flat Panel TV | |
| TV | 1 | Flat Panel TV | |
| TV | 1 | Flat Panel TV | |
| TV | 9 | Hannspree 32" | |
| TV | 20 | Mitsubishi's 19" | |

# LA Coliseum and Sports Arena

## Personal Property

| Asset Type | Qty | Description | Model Number |
|---|---|---|---|
| TV | 2 | OLEVIA | 542-B12 |
| TV | 1 | Pioneer Flat Panel 50" | |
| TV | 1 | SHARP | CRT 19" |
| TV | 6 | Super Sonic 13" | |
| TV | 6 | Symphonic 19" | |
| TV | 21 | Westinghouse 32" | W3223 |
| Vehicle | 1 | Black Ops Cart | |
| Vehicle | 1 | Box Office Trailer #1 (28') | 9 Windows |
| Vehicle | 1 | Box Office Trailer #2 (14') | 4 windows |
| Vehicle | 1 | cart Carryall | |
| Vehicle | 1 | cart Carryall | |
| Vehicle | 1 | cart John Deere Gator | Gator 4x2 |
| Vehicle | 1 | cart John Deere Gator | Gator 4x2 |
| Vehicle | 1 | Cart Mule | Kawasaki |
| Vehicle | 1 | cart Mule | |
| Vehicle | 1 | Cart Yamaha | |
| Vehicle | 1 | Forklift (other) | |
| Vehicle | 1 | Forklift 5K Toyota | |
| Vehicle | 1 | Forklift 8k Toyota | |
| Vehicle | 1 | Forklift Hyster 4400lbs. | H50XM |
| Vehicle | 1 | Forklift Toyota | 8FGU25 |
| Vehicle | 1 | truck | Toyota flatbed |
| Vehicle | 1 | truck | 2009 White Chevy Silverado* |
| Vehicle | 1 | Truck | 2004 White Chevy Silverado |
| Vehicle | 1 | Truck | 1992 Blue Ford F-150 |
| Vehicle | 1 | yellow taylor dunn stand up car | Model# SCI-59 |
| Video equipment | 2 | adc video patch panels 52 slots | |
| Video equipment | 1 | aja 10 slot frame 100 watts | AJA-FR2D |
| Video equipment | 2 | aja fs1 | 102078 |
| Video equipment | 10 | AJA HD-SDI/SD-SDI Distribution Amp cards | AJA-RH10DA |
| Video equipment | 1 | apc back up battery | smt1000rm2u |
| Video equipment | 1 | apc back-ups xs1500 | bx1500lcd |
| Video equipment | 1 | APC Smart-UPS 2200 Battery backup | SUA2200RM2U |
| Video equipment | 2 | APC Smart-UPS 2200 Battery backup UPS #2,3 | |
| Video equipment | 1 | aphex interface model | 124a |
| Video equipment | 1 | apogee electronic | |
| Video equipment | 1 | Ash Vale slow motion controller | SM-1 |
| Video equipment | 1 | Bittree Video Patch Panel 48 slots | |
| Video equipment | 1 | blaze click effects rack computer | |
| Video equipment | 1 | broadcast pix | rpc-16x1p-b |
| Video equipment | 1 | broadcast pix | rpc-16x1p-b |
| Video equipment | 1 | broadcast pix rack computer | p32x32hs |
| Video equipment | 1 | broadcast pix rack mount switcher | rpc-16x1p-b |
| Video equipment | 1 | broadcast pix rack mount switcher | rcp-16x1p-b |
| Video equipment | 1 | Calibre Scaler PVPRO-HD | |
| Video equipment | 1 | canare video patch panel 48 slots | |
| Video equipment | 1 | compaq monitor | s1922 |
| Video equipment | 1 | crossfire click effects rack mount computer | |
| Video equipment | 1 | d-link gigabit switch 16 port | dgs-10160 |
| Video equipment | 1 | d-link10/100 fast ethernet switch 16 port | dss-16+ |
| Video equipment | 4 | Daktronics | VIP-4500 |
| Video equipment | 5 | Daktronics | VIP-4060 |
| Video equipment | 2 | Daktronics | VIP-4400 |
| Video equipment | 1 | Daktronics A/B Switch Interface | LL-2577 |
| Video equipment | 1 | Daktronics All Sport 5000 series control console | 5000 |
| Video equipment | 1 | Daktronics CPU #10 DSTI-P w/DVD player | |

# LA Coliseum and Sports Arena

## Personal Property

| Asset Type | Qty | Description | Model Number |
|---|---|---|---|
| Video equipment | 1 | Daktronics CPU #3 VNetServer-P | |
| Video equipment | 1 | Daktronics CPU #4 VnetServer-B | |
| Video equipment | 2 | Daktronics CPU #7, and CPU #8 Optec Tunnel | |
| Video equipment | 1 | Daktronics CPU #9 SCS-P w/DVD player | |
| Video equipment | 1 | Daktronics CPU#5 OptecVideo-P | |
| Video equipment | 1 | Daktronics CPU#6 OptecVideo-B | |
| Video equipment | 1 | Daktronics Handheld Gameclock | LL-2283 Rev 3 |
| Video equipment | 1 | Daktronics Handheld Shot/Playclock | LL-2485 R1 |
| Video equipment | 1 | Daktronics Signal Converter SCV #1 | |
| Video equipment | 1 | Daktronics Switch Interface | LL-2526-1 |
| Video equipment | 2 | Daktronics Venus 7000 | |
| Video equipment | 1 | Direct TV Box labeled 'office 7' | |
| Video equipment | 1 | dvi distribution amplifier | vac-500dvi |
| Video equipment | 1 | Extron SW2 DVI Plus Series ABS #3 Optec video display | |
| Video equipment | 1 | Extron SW2 DVI Plus Series ABS #4 Optec tunnel | |
| Video equipment | 1 | Fuji Plus 19"Monitor | FP-988D |
| Video equipment | 1 | grass valley group automatic changeover switch | 9550a |
| Video equipment | 1 | grass valley group sync/colorbar generator sync 1 | scb-200n |
| Video equipment | 1 | grass valley group sync/colorbar generator sync 2 | scb-200n |
| Video equipment | 1 | grass valley group video distribution | 8500/8800 |
| Video equipment | 1 | harris video | vtm-2400 |
| Video equipment | 1 | HP Touchsmart 9100 monitor | 9100 |
| Video equipment | 1 | HP Touchsmart 9100 monitor | 9100 |
| Video equipment | 1 | ikegami color monitor | tm14-17r |
| Video equipment | 1 | ikegami color monitor | tm14-18r |
| Video equipment | 1 | jbl speaker | |
| Video equipment | 1 | jbl speaker | |
| Video equipment | 1 | Kahuna production rack computer | 9648500 |
| Video equipment | 1 | Kahuna switcher/monitor | |
| Video equipment | 2 | Kramer 4x1 HD/SD-SDI Switcher/DA | VS-41HD |
| Video equipment | 1 | ktech vsb reference receiver | dvm-100 |
| Video equipment | 1 | loudness monitor | 40-a |
| Video equipment | 1 | marshall monitor | v-r151p |
| Video equipment | 1 | marshall monitor 2 screens rack mounted | v-r82p |
| Video equipment | 1 | marshall monitor 2 screens rack mounted | v-r1042dp-te |
| Video equipment | 1 | marshall monitor 2 screens rack mounted | v-r1042dp-te |
| Video equipment | 1 | marshall monitor 2 screens rack mounted | v-r1042dp-te |
| Video equipment | 1 | marshall monitor 3 screens rack mounted | v-r43p |
| Video equipment | 2 | Middle Atlantic Racks | EN-2540 |
| Video equipment | 1 | miranda kaleoido x16 | |
| Video equipment | 1 | NEOVO monitor for click effect | H-19 |
| Video equipment | 1 | netgear 16 port gigabit switch | jgs516 |
| Video equipment | 1 | newtek 3 play 820 rack mount computer | |
| Video equipment | 1 | Newtek 3 play desktop hand control | 3PX0820 CS |
| Video equipment | 1 | Optec Computer | |
| Video equipment | 1 | panasonic monitor | bt-lh1760p |
| Video equipment | 1 | pesa | 8190-65-0395-8 |
| Video equipment | 1 | pesa | 14719410002 |
| Video equipment | 1 | pesa source/destination | |
| Video equipment | 1 | pesa video rtr | rm4000 |
| Video equipment | 1 | pesa vtc-c | |
| Video equipment | 1 | pesa vtc-r | |
| Video equipment | 1 | pesa vtr-a | |
| Video equipment | 1 | pesa vtr-b | |
| Video equipment | 1 | pioneer dvd | v7400 |

# LA Coliseum and Sports Arena

## Personal Property

| Asset Type | Qty | Description | Model Number |
|---|---|---|---|
| Video equipment | 1 | qsc stereo amplifier | mx700 |
| Video equipment | 1 | Raritan  Master Console | CAT216 |
| Video equipment | 1 | Raritan Computer paragon enhanced user station | P2-EUST |
| Video equipment | 1 | Raritan Slide out computer WST #2 | |
| Video equipment | 1 | rts systems tw intercom systems | ps31 |
| Video equipment | 1 | rts systems user station | mrt327 |
| Video equipment | 1 | Samsung Monitor for 3 play | syncmaster 2443 |
| Video equipment | 1 | Samsung Monitor for 3 play | syncmaster 2443 |
| Video equipment | 1 | shuffle computer | ss59g |
| Video equipment | 1 | Soundcraft Sound/Mixer Board FX16ii | FX16ii |
| Video equipment | 1 | t.c.electronic | |
| Video equipment | 1 | Telex rts systems speaker | mcs325 |
| Video equipment | 1 | Telex rts systems speaker | mcs325 |
| Video equipment | 1 | Telex rts systems user station | mrt327 |
| Video equipment | 1 | Telex rts systems user station | mrt327 |
| Video equipment | 1 | Telex rts systems user station | MRT327 |
| Video equipment | 1 | toshiba dvd player | dr4430ku |
| Video equipment | 1 | Tunnel Sign Computer Dell | |
| Video equipment | 1 | vas group | hd-120sg |
| Video equipment | 1 | Viewsonic | vs11435 |
| Video equipment | 1 | yem hdtv ad converter | adc-292m |

**SCHEDULE 2.2-2**

**FORM OF KINETIC LEASING, INC. ASSIGNMENT**

**PARTIAL ASSIGNMENT AND ASSUMPTION OF EQUIPMENT LEASE**

THIS PARTIAL ASSIGNMENT AND ASSUMPTION OF EQUIPMENT LEASE (the ***"Assignment"***) is made as of _____, 2012 (the ***"Effective Date"***), between the Los Angeles Memorial Coliseum Commission (the "***Commission***") and the Los Angeles Memorial Coliseum Association (the "***Association***," and, together with the Commission, collectively, ***"Assignor"***) and the University of Southern California (***"Assignee"***) in the following factual context:

A. Assignor is the lessee under that certain Master Lease Agreement dated as of December 16, 2010 (the "***Master Lease Agreement***"), as supplemented by Equipment Schedule No. 101 dated December 16, 2010 (the "***Equipment Schedule***"), and Certificate of Delivery and Acceptance dated December 16, 2010 (the "***Certificate***", and, together with the Master Lease Agreement and Equipment Schedule, collectively, the "***Assigned Lease***") and as supplemented by that certain Option to Purchase Addendum dated December 16, 2010 (the "***Option to Purchase***") by and between Assignor and Kinetic Leasing, Inc., a North Dakota corporation as landlord (***"Lessor"***). The Assigned Lease and Option to Purchase affect certain equipment more particularly described in the Equipment Schedule (the "***Equipment***").

B. The Commission and Assignee are parties to that certain Amended and Restated Lease and Agreement of even date herewith (the "***Real Property Lease***") pursuant to which the Commission is leasing to Assignee certain real property that is served by the Equipment.

C. Assignor desires to assign to Assignee all of its interest as lessee under the Assigned Lease for the term of the Real Property Lease, and Assignee desires to accept the assignment thereof.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns to Assignee, for the term of the Real Property Lease, all of Assignor's right, title and interest in, to and under the Assigned Lease as of the Effective Date. Assignor agrees to indemnify, defend and hold Assignee harmless from and against any and all losses, costs, claims, damages, liabilities and expenses, including, without limitation, reasonable attorneys' fees and expenses, arising out of or relating to events occurring prior to the Effective Date or after termination of the Real Property Lease and arising out of Assignor's obligations as lessee under the Assigned Lease. This assignment does not include Assignor's rights under the Option to Purchase.

2. Assignee hereby assumes, for the term of the Real Property Lease, all of Assignor's obligations under the Assigned Lease first originating on or after (but not before) the

Effective Date and until the expiration or termination of the Real Property Lease. Assignee agrees to indemnify, defend and hold Assignor harmless from and against any and all losses, costs, claims, damages, liabilities and expenses, including, without limitation, reasonable attorneys' fees and expenses, arising out of or relating to events occurring from and after the Effective Date during the term of the Real Property Lease, and arising out of Assignee's obligations as lessee under the Assigned Lease. This assumption does not include any of Assignor's obligations under the Option to Purchase.

3. In the event of any legal or equitable proceeding to enforce any of the terms or conditions of this Assignment, or any alleged disputes, breaches, defaults or misrepresentations in connection with any provision of this Assignment, the prevailing party in such proceeding shall be entitled to recover its reasonable costs and expenses, including, without limitation, reasonable attorneys' fees and costs of defense paid or incurred in good faith.

4. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective permitted successors and assigns.

5. If any provision of this Assignment as applied to either party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Assignment, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Assignment as a whole.

6. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this Assignment to physically form one document.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the day and year first above written.

ASSIGNOR:

LOS ANGELES MEMORIAL COLISEUM COMMISSION

By_____
David Israel

Title: President

ASSIGNEE:

UNIVERSITY OF SOUTHERN CALIFORNIA

By: _____
Todd Dickey

Title: Senior Vice President, Administration

By: _____
Kristina E. Raspe

Title: Vice President, Real Estate and Asset Management

LOS ANGELES MEMORIAL COLISEUM ASSOCIATION

By: _____
Its: _____

**SCHEDULE 2.2-3**

**FORM OF KINETIC LEASING ESTOPPEL**

**ESTOPPEL CERTIFICATE AND CONSENT TO ASSIGNMENT**

Date: _____, 2012

To: Los Angeles Memorial Coliseum Commission and Los Angeles Memorial Coliseum Association (collectively; "Co-Lessees") and University of Southern California ("Assignee")

The undersigned hereby certifies and agrees to and with Co-Lessees and Assignee as follows:

1. Kinetic Leasing, Inc. ("Lessor") and Co-Lessees entered into a Master Lease Agreement dated as of December 16, 2010 concerning certain "Equipment" referenced therein (the "Master Lease Agreement").

2. The Master Lease Agreement is supplemented by Equipment Schedule No. 101 dated December 16, 2010, Option to Purchase Addendum dated December 16, 2010 and Certificate of Delivery and Acceptance dated December 16, 2010 (collectively with the Master Lease Agreement, the "Lease").

3. The Lease is in full force and effect and binding upon Lessor and Co-Lessees, and has not been amended, modified or supplemented except as referenced in Section 2 above. The Lease represents the entire agreement between Lessor and Co-Lessees. A true and correct copy of the Lease is attached hereto as Exhibit A.

4. The undersigned remains the Lessor under the Lease and has not assigned its interest in the Lease.

5. The term of the Lease commenced on July 1, 2011 and expires on July 31, 2016, subject to any extension pursuant to Section 1.2 of the Lease.

6. The Basic Rent payable under the Lease is $59,812.00 per month. The First Basic Rent Date was August 1, 2011 and the last scheduled Basic Rent payment is due on July 1, 2016. Basic Rent has been paid through _____, 2012. Except for the Basic Rent and any Supplemental Rent that may be payable under Section 1.3 of the Master Lease, there is no other Rent payable by Lessee under the Lease. As of the date hereof, there is no unpaid Supplemental Rent due under the Lease.

6. Co-Lessees are not in breach or default in the performance of any of their obligations under the Lease.

7. Co-Lessees have informed Lessor that the Los Angeles Memorial Coliseum Commission is entering into a lease agreement pursuant to which real property that is served by the Equipment is being leased by such Co-Lessee to Assignee (the "Real Property Lease"). Lessor hereby consents to the assignment of the Lease by Co-Lessees to Assignee for the term of the Real Property Lease. Lessor agrees to accept the payment of Basic Rent and any other amounts that might be payable under the Lease directly from Assignee. Notwithstanding the foregoing, nothing herein shall relieve or release Co-Lessees from any of their obligations under the Lease.

8. The individual executing this document on behalf of Lessor below has the authority to do so and to bind Lessor to the terms hereof.

9. This document may be relied upon and enforced by Co-Lessees and Assignee.

**LESSOR**

KINETIC LEASING, INC., a North Dakota corporation

By: _____
Print Name: _____
Its: _____

**SCHEDULE 4.2(b)**

**LANDLORD'S RETIRED EMPLOYEES**

**BARKER, FRANCIS**
**BRASCIA, PETER**
**FARNUM, MARGARET**
**FOURNIER, ROBERT**
**HARDY, JAMES**
**ISGAR, CHARLES**
**JOHNSON, DAVID**
**JOHNSON, EUGENE**
**LEDERKRAMER, RON**
**LEVIN, GENELLE**
**LIU, ROBERT**
**LYNCH, PATRICK**
**NIELSEN, JERRY**
**PEET, CLAYTON**
**WHITE, JOHN**
**ZOUBUL, HAROLD**

**SCHEDULE 4.3(d)**

**CUMULATIVE CALCULATED AMOUNT EXAMPLES**

**Example 1:**

Assume the Cumulative Calculated Amount determined as of the first Annual Determination Date is $10 million and that there is no CPI-related adjustment in the percentages referred to in clauses (i) through (iv) of Section 4.3(c) pursuant to the *provided* clause thereof. In this example, the payment due to Landlord pursuant to Section 4.3(b) within 90 days following the Annual Determination Date would be $1.25 million, calculated as follows: (i) $125,000 (five percent of the first $2.5 million of the $10 million Cumulative Calculated Amount); plus (ii) $250,000 (ten percent of the next $2.5 million of the $10 million Cumulative Calculated Amount); plus (iii) $375,000 (fifteen percent of the next $2.5 million of the $10 million Cumulative Calculated Amount); plus (iv) $500,000 (twenty percent of the part of the Cumulative Calculate Amount that is in excess of $7.5 million).

**Example 2:**

Assume the Cumulative Calculated Amount determined as of each of the first five Annual Determination Dates is as set forth in the table below and that there is no CPI-related adjustment in the percentages referred to in clauses (i) through (iv) of Section 4.3(c) pursuant to the *provided* clause thereof. In that event, the payment (if any) due to Landlord within 90 days after each of those Annual Determination Dates would be as shown in the last row of the attached table.

| **Annual Determination Date** | | **1** | **2** | **3** | **4** | **5** |
|---|---|---|---|---|---|---|
| Cumulative Calculated Amount | | 10,000,000 | 13,000,000 | 9,000,000 | 15,000,000 | 20,000,000 |
| 5% | percent of the first $2.5 million | 125,000 | 125,000 | 125,000 | 125,000 | 125,000 |
| 10% | percent of the next $2.5 million | 250,000 | 250,000 | 250,000 | 250,000 | 250,000 |
| 15% | percent of the next $2.5 million | 375,000 | 375,000 | 375,000 | 375,000 | 375,000 |
| 20% | percent of the amount in excess of $7.5 million | 500,000 | 1,100,000 | 300,000 | 1,500,000 | 2,500,000 |
| Cumulative Payment Due to Landlord | | 1,250,000 | 1,850,000 | 1,050,000 | 2,250,000 | 3,250,000 |
| Less Payments Made | | 0 | -1,250,000 | -1,850,000 | -1,850,000 | -2,250,000 |
| Payment Due to Landlord within [60] days after Annual Determination Date | | 1,250,000 | 600,000 | 0 | 400,000 | 1,000,000 |

## SCHEDULE 4.4

## LANDLORD'S OPERATING COST ITEMS

1. Personnel Cost (including benefits)
2. Financial Statement Preparation
3. Audit Expenses
4. Liability and Property Insurance Premiums
5. Administrative Expenses relating to:
    - Public Meetings
    - W-2 Distribution
    - FPPC Form 700 Submittals
    - FPPC Form 802 Postings
    - State Controller Report Submittals
    - Memorial Court of Honor Nomination Process
    - Non-Profit/Public Event Coordination
    - Website maintenance and related IT cost
    - Lease Administration Monitoring Reports
    - Submittal of IRS Form 990 for Coliseum Association
    - Trademark Administration

**SCHEDULE 7**

**RETAINED EMPLOYEES**

| NAME | TITLE |
|---|---|
| **ACCOUNTING** | |
| Avila-Jacobo, Ofelia | A/P Administrator |
| Mercado, Claudia | Accounting Clerk |
| Ornelas, Gloria | Accounting Manager/HR Manager |
| OPEN | Payroll Clerk |
| **BOX OFFICE** | |
| Caldwell, Sherry | Director of Ticketing Services |
| Granillo, Debra | Box Office Manager |
| **EVENT MANAGERS** | |
| Asalde-Infante, Yrene | Event Manager |
| Habash, Lynda | Event Manager |
| **EXECUTIVE** | |
| Dominguez, Donna Lee | Executive Assistant |
| Joyner, Robert | Manager of Special Projects/Centennial Capital Program |
| **FOOD & BEVERAGE** | |
| Gallagher, Hugh | Food & Beverage General Manager/Consultant |
| Hope, Kyla | Food & Beverage Assistant General Manager |
| Merlos, Maria | Catering Manager |
| Soria, Eleno | Warehouse Manager |
| Spears, Babette | Administrative Assistant |
| **JANITORIAL** | |
| Gonzalez, Francis | Janitorial Supervisor |
| Hernandez, Magdalena | Janitorial Manager |
| Juarez, Jose | Janitorial Assistant |
| Olivares, Humberto | Janitorial |
| **MARKETING** | |
| Lee, Jonathan | Marketing Director |

## OPERATIONS

| | |
|---|---|
| Altamirano, Ernesto | Electrician Assistant |
| Bravo, Jorge | Changeover Supervisor |
| Castaneda, Jose | Maintenance Assistant |
| Cervantes, Jose | Maintenance Assistant |
| Furin, Joseph | Sr. Director of Operations |
| Jacobo, Miguel | Operations Manager |
| Jimenez, Rodolfo | Field Maintenance |
| Mercado, Robert | Electrician |
| Negrete, Salvador | Field Maintenance |
| Pagaduan, Willie | Operations Assistant |
| Sanchez, Armando | Changeover |
| Williams, Latoska | Maintenance Assistant |
| Yoo, Byong | Head Electrician |
| OPEN | Sports Arena Receptionist |

## TECHNOLOGY

| | |
|---|---|
| Groessl, Michael | Information System Operations Manager |
| Thatcher, Derek | Information System Operations Manager |
| Cervantes, Jimmy | Information System Operations Assistant |

**SCHEDULE 8.2(a)**

**COLISEUM SPECIAL DISTRICT PLAN**

DUE TO ELECTRONIC SIZE LIMITATIONS, ONLY THE FIRST PAGE OF THE COLISEUM SPECIAL DISTRICT PLAN HAS BEEN ATTACHED BELOW. THE FULL DOCUMENT WILL BE ATTACHED TO THE EXECUTION VERSION OF THIS AGREEMENT.

ORDINANCE NO. 180768

An ordinance amending Ordinance No. 177558, known as the Coliseum District Specific Plan, for a portion of the South Los Angeles Community Plan area.

THE PEOPLE OF THE CITY OF LOS ANGELES
DO ORDAIN AS FOLLOWS:

Section 1. Map 1 of Section 1 of Ordinance No. 177558 is amended to read:

## SCHEDULE 11

## CAPITAL IMPROVEMENTS

| | | | | |
|---|---|---|---|---|
| **SCHEDULE 5** | | | | |
| **CAPITAL PROJECTS** | | | | |
| | | | | |
| | | | | |
| **CATEGORY 1** | | | | |
| | | | | |
| | **ISES** | **Project Title** | **Category** | **Type** |
| | **Project #** | | | |
| | | | | |
| | **GENERAL** | | | |
| | | | | |
| 1. | 62 | Improvements to yard paving | Operations | Site |
| 2. | 52 | Concession stand food service equipment upgrades | Operations | Interior |
| 3. | 48 | Replace switchgear assemblies | Operations | Electrical |
| 4. | 20 | Fire alarm system replacement and extension | Operations | Fire/Life Safety |
| 5. | 13 | Standard built-up roof replacement | Operations | Exterior |
| 6. | 59 | Restoration of athletic field turf and drainage | Operations | Site |
| 7. | 31 | Exterior coliseum façade cleaning | Operations | Exterior |
| 8. | 1 | Overhead Concrete spalling repair work | Operations | Fire/Life Safety |
| 9. | 47 | Replace and add yard level lighting | Operations | Electrical |
| 10. | 26 | Cold box refrigeration system replacement-concourse | Operations | Health |
| 11. | 23 | Replace sprinkler heads- concourse and press box | Operations | Fire/Life Safety |
| 12. | 69 | Kitchen ventilation system replacement commissary | Operations | HVAC |
| 13. | 38 | Replace HVAC Systems- peristyle offices | Operations | HVAC |
| 14. | 25 | Cold box refrigeration system replacement-yard level | Operations | Health |
| 15. | 54 | Replace sewage ejectors | Operations | Plumbing |
| 16. | 22 | Fire alarm system replacement-press box | Operations | Fire/Life Safety |
| 17. | 44 | Selective electrical system repairs | Operations | Electrical |
| 18. | 57 | Selective drain piping replacement | Operations | Plumbing |
| 19. | 64 | Fire pump replacement | Operations | Fire/Life Safety |
| 20. | 68 | Exhaust fan replacement-commissary | Operations | HVAC |
| 21. | 56 | Selective water supply piping replacement | Operations | Plumbing |
| 22. | 5 | Install exit signs | Police Station | Fire/Life Safety |
| 23. | 72 | Replace domestic water booster system | Operations | Plumbing |
| 24. | 21 | Replace exit signs- concourse and press box | Operations | Fire/Life Safety |

| | | | | |
|---|---|---|---|---|
| 25. | 65 | Cold box refrigeration sys replacement-commissary | Operations | Health |
| | | | | |
| | **LOCKER ROOMS - RELATED (IF NOT FULL RECONSTRUCTION)** | | | |
| | | | | |
| 1. | 51 | Interior finish restorations-Coliseum interiors | Locker Rooms | Interior |
| 2. | 15 | Repair retaining walls at tunnel service drive | Locker Rooms | Site |
| 3. | 12 | Selective structural repairs to facility | Locker Rooms | Exterior |
| | | | | |
| | | | | |

## CATEGORY 2

| | | | | |
|---|---|---|---|---|
| | | | | |
| | **ISES Project #** | **Project Title** | **Category** | **Type** |
| | | | | |
| | **GROUP "A" - STADIUM SEATING** | | | |
| | | | | |
| 1. | 66 | Stadium seating upgrades and replacements | Seats | Exterior |
| 2. | 30 | Stadium seating area concrete substrate repairs | Seats | Exterior |
| | | | | |
| | **GROUP "B" - FIRE/LIFE SAFETY & ADA-RELATED** | | | |
| | | | | |
| 1. | 18 | Concourse egress stair reconstruction work | TBD | Fire/Life Safety |
| 2. | 19 | Enhance stadium egress pathways | TBD | Fire/Life Safety |
| 3. | **3** | **Exterior emergency egress and directional signage** | **Operations** | **Fire/Life Safety** |
| 4. | 6 | Fire sprinkler system installation | Operations | Fire/Life Safety |
| 5. | **4** | **Compromised egress paths and fire compartmentalization** | **Operations** | **Fire/Life Safety** |
| 6. | **16** | **Replace self-illuminating exit signs** | **Operations** | **Fire/Life Safety** |
| 7. | 2 | Handrail improvements in stadium seating areas | Operations | Fire/Life Safety |
| | | | | |
| | | | | |
| 8. | 27 | Stadium seating vertical access improvements | TBD | Handicapped Access |
| 9. | 8 | Install wheelchair lift at PB tiered seating | TBD | Handicapped Access |
| 10. | 10 | Modify restrooms for handicapped accessibility | TBD | Handicapped Access |
| 11. | **9** | **Accessible parking space improvements** | **Operations** | **Handicapped Access** |
| 12. | 11 | Accessibility upgrade for counters and kitchen unit | TBD | Handicapped Access |
| 13. | **28** | **Interior and exterior ADA signage upgrades** | **Operations** | **Handicapped Access** |
| 14. | 29 | Upgrade interior stair handrails | Operations | Handicapped Access |
| | | | | |
| | **ISES Project #** | **Project Title** | **Category** | **Type** |

| | | | | |
|---|---|---|---|---|
| | **GROUP "C" - GENERAL** | | | |
| | | | | |
| 1. | 49 | Selective interior lighting system upgrades | Operations | Electrical |
| 2. | 45 | Upgrade electrical distribution-police bldg | Police Station | Electrical |
| 3. | 71 | Interior lighting upgrade-commissary | Operations | Electrical |
| | | | | |
| | | | | |
| 4. | 32 | Concourse , torch, tunnel cleaning and repainting | Operations | Exterior |
| 5. | 33 | Selective exterior window and door upgrades | Operations | Exterior |
| 6. | **34** | **Outbuilding cleaning and repainting** | **Operations** | **Exterior** |
| | | | | |
| | | | | |
| 7. | 24 | Environmental mitigation issues | TBD | Health |
| | | | | |
| | | | | |
| 8. | 39 | Exhaust fan replacement-concourse and press +box | Operations | HVAC |
| 9. | 37 | Selective exhaust fan replacement- yard level | Operations | HVAC |
| 10. | 36 | Install HVAC systems-police building | Police Station | HVAC |
| 11. | 42 | Warehouse ventilation system | Operations | HVAC |
| 12. | 40 | Replace split DX system serving press box | Operations | HVAC |
| 13. | 70 | Swamp cooler replacement | Operations | HVAC |
| | | | | |
| | | | | |
| 14. | 53 | Major interior upgrade to west building | Police Station | Interior |
| 15. | 50 | interior finishes restoration-outbuildings | Operations | Interior |
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| 16. | 14 | Install automatic flush valves and faucets | Operations | Plumbing |
| 17. | 73 | Water heater replacement-yard concessions, offices | Operations | Plumbing |
| 18. | 58 | Water heater replacement-concourse level | Operations | Plumbing |
| 19. | 55 | Water heater replacement-press box, yard restrooms | Operations | Plumbing |
| | | | | |
| | | | | |
| 20. | 61 | General security system upgrades | TBD | Site |
| 21. | 60 | Ornamental landscaping restoration | Operations | Site |
| | | | | |
| | | | | |
| 22. | **63** | **Comprehensive freight elevator modernization** | **Police Station** | **Vertical Transport** |
| | | | | |
| | | | | |
| | **ISES** | **Project Title** | **Category** | **Type** |
| | **Project #** | | | |

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|---|---|---|---|---|
| | **LOCKER ROOMS - RELATED (IF NOT FULL RECONSTRUCTION)** | | | |
| | | | | |
| 1. | 7 | Fire alarm system replacement-lower level | Locker Rooms | Fire/Life Safety |
| 2. | 17 | Replace sprinkler heads-lower level | Locker Rooms | Fire/Life Safety |
| 3. | 46 | Interior lighting upgrade-lower level, police bldg | Locker Rooms | Electrical |
| 4. | 43 | Replace lower level switchgear | Locker Rooms | Electrical |
| 5. | 67 | HVAC system replacement-locker rooms | Locker Rooms | HVAC |
| 6. | 35 | Replace air-cooled chiller serving locker room | Locker Rooms | HVAC |
| 7. | 41 | Replace split DX systems serving lower level | Locker Rooms | HVAC |

**SCHEDULE 11.4**
**COLISEUM DESIGN GUIDELINES**

DUE TO ELECTRONIC SIZE LIMITATIONS, ONLY THE COVER PAGE OF THE COLISEUM DESIGN GUIDELINES HAS BEEN ATTACHED BELOW. THE FULL DOCUMENT WILL BE ATTACHED TO THE EXECUTION VERSION OF THIS AGREEMENT.

# Design Guidelines
# for the
# Los Angeles Memorial Coliseum

## Adopted by
## Los Angeles Memorial Coliseum Commission

## 2009