

**COLISEUM LEASE OPTION LEASE**

**LEASE AND AGREEMENT**

**BY AND BETWEEN**

**CALIFORNIA SCIENCE CENTER**

**AND**

**UNIVERSITY OF SOUTHERN CALIFORNIA**

\_\_\_\_\_, 2012

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## LEASE AND AGREEMENT

This LEASE AND AGREEMENT (this “*Agreement*”) is made and entered into as of \_\_\_\_\_, 20\_\_ (the “*Effective Date*”), by and between the CALIFORNIA SCIENCE CENTER, also known as the SIXTH DISTRICT AGRICULTURAL ASSOCIATION, an institution of the State of California (“*Landlord*”), and the UNIVERSITY OF SOUTHERN CALIFORNIA, a California nonprofit public benefit corporation (“*Tenant*”).

### RECITALS

A. Landlord is the owner of the Los Angeles Memorial Coliseum and its surrounding grounds, as more particularly described on the attached **Exhibit A** (the “*Coliseum Property*” or the “*Premises*”).

B. The Los Angeles Memorial Coliseum Commission (“*Commission*”) previously leased the Coliseum Property from Landlord pursuant to a lease originally dated January 3, 1956, amended as of February 13, 2008, for a term that expired on December 31, 2054 (the “*District Lease*”). Tenant and the Commission entered into that certain Amended and Restated Lease and Agreement dated \_\_\_\_\_, 201\_ in which Tenant subleased the Premises from the Commission (the “*Prior Agreement*”).

C. The Prior Agreement has since expired or otherwise terminated and Landlord now desires to enter into this Agreement effective as of the Commencement Date to allow for Tenant’s ongoing lease of the Premises in order to ensure the continuing operation of the Coliseum Property as a world renowned public event venue, in compliance with the public benefit requirements set forth in the District Lease.

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 this Agreement shall reflect the understanding of the parties with regard to the matters described herein.

#### **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. 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 Prior Agreement. This Agreement will supersede in its entirety the Prior Agreement effective as of the Commencement Date.

2.4 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. 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.

### 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 December 31, 2054 (the “*Commencement Date*”). The Term shall continue until the last day of the month preceding the fifteenth 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. Landlord hereby grants Tenant three (3) 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 fifteenth anniversary of the Commencement Date to and including the thirtieth anniversary of the Commencement Date;

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

(c) From the day after the forty-fifth anniversary of the Commencement Date to and including December 31, 2111.

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. One year prior to the commencement of any Extension Option, Tenant shall provide to Landlord the Base Rent Documentation required pursuant to Section 4.1(a).

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.

#### **4. Rent and Other Consideration.**

4.1 Base Rent. As consideration for Landlord's lease of the Premises, Tenant shall pay to Landlord as "**Base Rent**" an annual amount equal to \$\_\_\_\_\_. Prior to the commencement of an Extension Term, Base Rent shall be recalculated to reflect the Fair Market Rental Value of the Coliseum Property as of each Extension Term commencement date. "**Fair Market Rental Value**" means, as of the time of determination, the arms-length fair market annual rental rate for the Coliseum Property, which shall be determined by applying a capitalization rate to the net operating income for the Coliseum Property as determined in accordance with GAAP ("**NOI**"), reduced by the Revenue Generating Capital Improvement Offsets (as defined below). The appropriate capitalization rate shall be determined by Landlord, Tenant, and each Qualified Appraiser engaged pursuant to subsections (b) and (d) below based on then-current market conditions, the unique nature of the Coliseum Property, the limitations on use of the Coliseum Property and condition of the Coliseum Property at the time of the appraisal. The Base Rent shall be due and payable upon the Commencement Date, and on each annual anniversary of the Commencement Date. The Fair Market Rental Value of the Coliseum Property shall be determined as follows:

(a) Meet and Confer. If Tenant has failed to opt out of any Extension Term (in accordance with Section 3.3 above), no later than three hundred (300) days prior to the commencement of any Extension Term, the parties shall meet and confer in an effort to reach mutual agreement on the Fair Market Rental Value and Base Rent for the Extension Term. In order to assist the parties in their negotiations regarding the Base Rent, Tenant shall provide Landlord with (A) a statement of the NOI for the Coliseum Property for the last three Lease Years during the term of this Agreement; and (B) a statement identifying all Revenue Generating Capital Improvements (as defined below) made to the Coliseum by Tenant that have not been

fully depreciated or amortized, the unamortized value of each such improvement, and the NOI generated by each such improvement during the last three Lease Years (collectively, the “**Base Rent Documentation**”). Tenant and Landlord shall use the Base Rent Documentation to assist in their negotiation of the Fair Market Rental Value and Base Rent. If Tenant and Landlord agree on the Fair Market Rental Value within thirty (30) days after the initiation of the meet and confer process, then the agreed upon amount shall constitute the Base Rent for the purposes of this Lease. In connection with the meet and confer process, Landlord and Tenant shall attempt to agree upon what capital improvements, if any, constitute the Revenue Generating Capital Improvements, whether or not they reach agreement on the Fair Market Rental Value and Base Rent.

(b) Selection of Appraiser. If Tenant and Landlord are unable to agree upon the Base Rent pursuant to the meet and confer process, then either party may deliver to the other party a written notice to select an appraiser (the "**Appraiser Selection Notice**"), and thereafter, Tenant and Landlord shall negotiate in good faith to identify a mutually acceptable Qualified Appraiser (as defined below) to determine the Fair Market Rental Value of the Coliseum Property and the Base Rent for the applicable Extension Term. If the parties are unable to agree on the Qualified Appraiser within thirty (30) days after the delivery of the Appraiser Selection Notice, each party shall select its own Qualified Appraiser within thirty (30) days thereafter. All appraisers selected pursuant to this Section 4.1 shall deliver written determination of the Fair Market Rental Value and Base Rent to both parties within one hundred twenty (120) days after the date of the delivery of the Appraiser Selection Notice. Each party shall pay the cost of the appraiser selected by such party and one-half of the cost of the mutually accepted appraiser, or the third appraiser (as described in subsection (d), below), as applicable.

(c) Base Rent Documentation. Tenant shall provide the Base Rent Documentation to each Qualified Appraiser prior to the commencement of any appraisals of the Coliseum Property. Landlord and Tenant shall advise each Qualified Appraiser in writing as to the status of the meet and confer process, including any items that have been agreed upon between the parties, and any items that are disputed (for example, whether they do or do not agree upon the list of Revenue Generating Capital Improvements) Landlord and Tenant may provide additional information to the Qualified Appraisers provided that any information provided by either party shall be provided to the other party and the other party's Qualified Appraiser.

(d) Determination of Fair Market Rental Value. If the parties have selected a mutually acceptable Qualified Appraiser, or if either party has failed to select its own Qualified Appraiser when required to do so, or one of the two selected appraisers fails to deliver its determination within the requisite time period, the single appraiser's determination of the Fair Market Rental Value shall be binding on both parties. If two appraisals are submitted, and if the two appraisals differ by less than ten (10) percent of the higher of the two, the average of the two shall be the Fair Market Rental Value and establish the Base Rent. If the two appraisals differ by more than ten (10) percent of the higher of the two, then the two appraisers shall immediately (and in no event later than ten (10) days following the delivery of the appraisals) select a third Qualified Appraiser who will within thirty (30) days of his or her selection make a determination of the Fair Market Rental Value by selecting either the Fair Market Rental Value submitted by Tenant's appraiser or the Fair Market Rental Value submitted by Landlord's appraiser, which

determination shall establish the Base Rent and be binding on both parties. The third appraiser shall not make an independent determination of the Fair Market Rental Value of the Coliseum Property.

(e) Base Rent CPI Adjustment. Base Rent shall be adjusted as of the first day of each Lease Year (except in the first year of the Term and in any Lease Year in which Base Rent is established in accordance with this Section 4.1) in accordance with the published percentage increase, if any, in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index - All Urban Consumers (Los Angeles-Riverside-Orange County, California) (the "CPI"). CPI adjustments shall be made based on the published percentage change in the CPI between the last CPI published during the preceding Lease Year and the last CPI published during the next immediately preceding Lease Year. Base Rent, as adjusted for CPI, shall constitute the Base Rent for that Lease Year. If the CPI is discontinued or revised during the term, such other government index of computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the CPI had not been discontinued or revised.

(f) Base Rent Capital Improvement Adjustment. Base Rent shall also be increased on the first day of the Lease Year following the year in which any Revenue Generating Capital Improvement has been fully depreciated by Revenue Generating Capital Improvement Offset amount attributed to such Revenue Generating Capital Improvement. If the Fair Market Rental Value is determined by the parties pursuant to subsection (a) above, the adjustments to Base Rent pursuant to this subsection (f) shall be determined by the parties as part of their determination of Fair Market Rental Value. If the Fair Market Rental Value is determined by averaging the appraisals obtained by each party, the Base Rent adjustments pursuant to this subsection (f) shall be determined by the parties after the averaged appraisal is complete, and shall be determined by the two Qualified Appraisers if the parties are not able to agree on such adjustments. If the Fair Market Rental Value is determined by the third appraiser, then the Base Rent adjustment pursuant to this subsection (f) shall be determined by the third appraiser in connection with the determination of Fair Market Rental Value by the third appraiser.

(g) Definitions for Purposes of Section 4.1.

(i) **"Qualified Appraiser"** means an appraiser who is a member of the American Institute of Real Estate Appraisers with not less than ten (10) years' experience appraising income producing properties, preferably with experience appraising sports venue properties and, if possible, historic properties.

(ii) **"Revenue Generating Capital Improvements"** shall be capital improvements, if any, that are considered to directly and exclusively to generate additional Operating Receipts at the Coliseum such as the construction of suites or club areas that are sold or rented for events at premium prices, and that have not been fully depreciated or amortized as of the date of the Fair Market Rental Value determination. Upgrades, replacements and improvements to existing facilities will not constitute Revenue Generating Capital Improvements.

(iii) "**Revenue Generating Capital Improvement Offset**" shall mean the amount of additional NOI attributed to each Revenue Generating Capital Improvement in the appraisal that determined Fair Market Rental Value multiplied by the capitalization rate from such appraisal.

4.2 Additional Rent to Landlord. Tenant shall also pay

(a) 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 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) and the total of all payments previously made to Commission by Tenant under this section in the Prior Agreement).

(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 of the Prior Agreement.

(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. For purposes of determining the Cumulative Calculated Amount, calculation shall include determinations made pursuant to the Prior Agreement.

(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 of the Prior Agreement, (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 deposited in the Exposition Park Improvement Fund pursuant to Food and Agricultural Code section 4106, subd. (c) and shall be expended pursuant to Food and Agricultural Code section 4106, subd. (d).

4.4 Landlord Operating Costs. To compensate Landlord for costs associated with managing and monitoring this Agreement, Tenant shall pay Landlord the amount set forth as the Operating Expense Budget in the last year that the Commission was in possession of the Coliseum Property ("State Expense Budget"). The State Expense Budget shall escalate annually in accordance with the published percentage increase, if any, in the CPI. 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 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.

4.6 No Other Rent. Landlord agrees that it shall not impose any rents, levy, charge or exaction not expressly set forth in this Agreement on the Premises or events held at the Premises, other than parking charges imposed on the Parking Lot Property that are consistent with charges imposed in other parking lots in the surrounding areas, (collectively “*Charges*”) unless such Charges are applicable to other similarly situated venues in the State of California and such Charges are not specific and unique to the Premises or the events held therein. In the event that such Charges are proposed by Landlord, Landlord acknowledges such charges would constitute a tax within the meaning of article XIII A, section 3 of the California Constitution. If such charges are imposed and such Charges are specific and unique to the Premises or events held therein, the amount of such Charges shall be deducted from any and all other amounts due and owing to Landlord by Tenant hereunder such that the total amount of Rent due and payable to Landlord shall be as otherwise expressly set forth in this Lease.

## 5. Permitted Use.

5.1 Permitted Use. Tenant acknowledges the public benefit requirements under the District Lease and the Prior Agreement for the use of the Premises. During the Term, Tenant may use the Premises only for uses permitted under the District Lease and shall comply with the public benefit requirements of the District Lease. Subject to the foregoing and 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 (“*Coliseum Events*”).

### 5.2 Event Scheduling:

(a) Major Event Coordination in Exposition Park. The Exposition Park Manager shall administer the scheduling of Park-related events subject to the conditions set forth in this Section 5.2. All events in Exposition Park with an anticipated attendance in excess of 25,000 people (“*Major Events*”) shall be coordinated with the Exposition Park Manager. To the extent that the Landlord does not control and cannot immediately mandate any of the existing Exposition Park entities to coordinate Major Events through the Exposition Park Manager, the Landlord shall add such a requirement to all future leases, licenses or other agreements with all entities in Exposition Park. All Exposition Park entities shall be required to use their Commercially Reasonable Efforts to avoid scheduling Major Events in Exposition Park if there are other pre-approved and calendared Major Events in Exposition Park.

(b) USC Home Football Games, USC Events, NFL Games: Notwithstanding anything contained in this Agreement to the contrary, Tenant shall have priority for calendaring up to twenty-five (25) USC Home Football Games or other Major Events per calendar year. In the event the Coliseum Property is used on a temporary basis by a NFL team pursuant to Section 6.2, Tenant shall further have priority for calendaring NFL games. As soon as they are available, Tenant will provide the Exposition Park Manager with updated tentative and confirmed schedules of USC Home Football Games and NFL games, and these schedules shall be given priority for calendaring over all other events that may be scheduled or are requested to be scheduled in Exposition Park. Landlord and Tenant acknowledge that due to the fact that scheduling USC Home Football Games and NFL games are largely driven by media rights holders and schedules beyond Tenant’s control, the Exposition Park Manager shall calendar USC Home Football Games and NFL games even if other Major Events or other conflicting events

have been scheduled in Exposition Park for the same time period; provided, however, that the Exposition Park Manager shall have sole discretion to determine if such conflicting event can still occur in Exposition Park, and Tenant shall have no right to cause the Exposition Park Manager to cancel or reschedule such conflicting event. When other Coliseum Events with an anticipated attendance of less than 25,000 people are to be scheduled, Tenant will endeavor to notify the Exposition Park Manager as soon as possible after the scheduling of such Coliseum Event and, subject to Paragraph (c) below, once such notice is given such Coliseum Events shall be given priority over other event scheduling requests received after notice of the Coliseum Event. If Tenant gives the Exposition Park Manager notice of an event with an anticipated attendance of less than 25,000 and other events are already scheduled at the Park that would, in the commercially reasonable and independent judgment of the Exposition Park Manager, make hosting both the Coliseum Event and the conflicting events in Exposition Park at the same time undesirable, the Exposition Park Manager, Tenant, and the hosts of the previously-scheduled conflicting events shall meet and confer to discuss the proposed conflict and determine if the events can be held simultaneously and, if not, which events should be rescheduled to avoid the conflict. Tenant and all other park tenants shall be required to use Commercially Reasonable Efforts to provide the Exposition Park Manager with at least 30 days' notice of any schedule changes, and the parties will use Commercially Reasonable Efforts to accommodate such changes. The Exposition Park Manager shall calendar only those events that have either been actually or tentatively scheduled, and the Exposition Park Manager shall not otherwise reserve days in a manner that will unreasonably restrict the ability of other Exposition Park entities to schedule events.

(c) Other Park-Related Events: Tenant agrees that other Exposition Park entities shall be given priority for scheduling park-related events as follows: by January 31 of each year, the Natural History Museum, EXPO Center, the California African American Museum, and the Science Center Museum may each calendar up to six Major Events to be held in Exposition Park on days that USC Home Football Games, NFL games or other Major Events at the Coliseum Property have not previously been calendared. The calendaring of such events shall be requested through the Exposition Park Manager and the Exposition Park Manager shall calendar such events in a manner that will not conflict with or unreasonably interfere with a previously scheduled Coliseum Event or other park-related event. The Exposition Park Manager may calendar any other park-related events in his or her discretion in a manner that will not unreasonably interfere with a Coliseum Event or other park-related event.

(d) Coordination with Exposition Park Manager: Tenant shall use Commercially Reasonable Efforts to avoid scheduling Coliseum Events on the Premises if there are other pre-approved and calendared Major Events in the Park. If Tenant has not received notice from the Exposition Park Manager of any other pre-approved and calendared Major Events in the Park, Tenant may schedule Coliseum Events at the Premises without the approval of the Exposition Park Manager, but shall endeavor to notify the Exposition Park Manager as soon as possible of the scheduling of such event and the Exposition Park Manager shall immediately calendar such event.

5.3 Compliance with Laws. Tenant shall comply with applicable Laws in connection with its use and operation of the Premises, including but not limited to compliance with all Laws pertaining to curfews or noise levels applicable to the holding of Coliseum 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 "***Landlord Event Period***"), Landlord may designate not more than eight (8) Public Interest Events at the Coliseum Property, inclusive of an annual July 4<sup>th</sup> celebration (collectively, "***Landlord Event(s)***"). Additionally, Tenant agrees to consider in its reasonable discretion requests for additional Landlord Events during the remainder of the month of July; provided that the Landlord Events do not conflict with the conduct of or preparation for Events previously scheduled by Tenant. Landlord Events shall be subject to the following:

(a) Tenant shall have the right to deny a requested Landlord Event if (i) in Tenant's commercially reasonable judgment the Landlord Event itself (as opposed to any public opposition to such Landlord Event) creates unreasonable security or safety risks; provided that any denial complies with applicable Laws; or (ii) the operator of the Landlord 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 Landlord 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. Landlord Events shall also be subject to reasonable limitations and conditions that may be imposed by Tenant (either for all Landlord Events or due to the specific nature of a proposed Landlord Event), including without limitation the regulation of (A) the length of each Landlord Event, including the opening and closing hours of such Landlord Event, (B) security requirements, (C) maximum attendance capacity, and (D) other aspects of Landlord 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 Landlord 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, Landlord Events sponsored by third parties, but not Landlord 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 Landlord Events for which Landlord is the operator.

(c) Neither Landlord nor any third-party operator of a Landlord Event shall be charged any event fee, rental or other charge for the Landlord Event, except that Tenant shall be permitted to require a third-party operator of a Landlord Event (including Landlord if Landlord directly operates a Landlord Event) to reimburse Tenant for the actual out-of-pocket costs incurred by Tenant for management of the Landlord Event, excluding costs for food, beverage or other concessions operated by Tenant in connection with the Landlord Event. To the extent that Tenant elects not to operate concessions, or not operate them at a level requested by a Landlord 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 Landlord 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 Landlord Events, but subject to the following: (i) the annual July 4<sup>th</sup> celebration shall constitute one Landlord 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 Landlord 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 Landlord 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 Landlord Event; (iv) the lining of a playing field or similar preparation activities shall not constitute activities that trigger treatment as an additional Landlord Event; and (v) Landlord shall have the right to designate one Landlord Event during each Lease Year in excess of the July 4<sup>th</sup> celebration that will continue for up to three consecutive calendar days (e.g., Friday, Saturday and Sunday), and which will be treated as one Landlord 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 Property 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 Property, 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 Property 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 Property 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 Landlord 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 Landlord 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 Property 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 Property. 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.

6.3 Olympic Events. Tenant shall make the Coliseum Property available for Events related to any Olympics hosted in the County of 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, if any, to be charged for such activities. Tenant agrees to comply with Executive Order S-15-04 (Sept. 2004) while it is in effect. 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. Intentionally omitted.**

**8. Advertising, Signage and Trademarks.**

8.1 General Right. Subject to the terms and conditions of this Section 8, and subject to Section 11.4 (as applicable), Tenant shall have the right to install, maintain and replace within and on the exterior of the Coliseum, and elsewhere on and in the Premises such signs and advertising matter as Tenant deems necessary for conducting the business of Tenant on the Premises in accordance with Section 5, above, and Tenant shall comply with any applicable laws and requirements of governmental authorities having jurisdiction and shall obtain necessary permits for such purposes. Prior to installing Permanent Signage (as defined below in Section 8.2) on the exterior of the Premises, Tenant shall submit the plans and rendering for such Permanent Signage to the Department of General Services, Deputy Director, Real Estate Services Division for review and approval, which approval shall not be unreasonably withheld, conditioned or delayed. If the Department of General Services, Deputy Director, Real Estate Services Division fails to approve the Permanent Signage within ten (10) days from receipt of the plans and renderings, then such Permanent Signage shall be deemed approved. Other than complying with applicable terms and conditions of this Section 8, Tenant shall not be required to obtain Landlord's approval prior to installing temporary signage on the Premises.

8.2 Permanent Signage. Subject to the terms and provisions of this Section 8 and subject to Section 11.4 (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 unreasonably 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 the prior written consent of the Department of General Services, Deputy Director, Real Estate Services Division, granted in his or her sole discretion, permit any 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 this Section and Section 11.4 (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, if the 110 Freeway sign affiliated with the Los Angeles Memorial Coliseum and Sport Arena is owned by Landlord during the Term, 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 the terms and conditions of this Section, 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 the terms and conditions of this Section, 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 the terms and conditions of this Section, 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 Landlord 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 Landlord Events or other Exposition Park 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 \$\_\_\_\_\_ [**amount to be inserted based on amount paid for Landlord Trademarks under Prior Agreement in last Lease Year of Prior Agreement**] 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 16.5 of this Lease.

In the enjoyment of the Coliseum 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, 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) 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.

(b) 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(b) and Sections 9.2(c) and (d) 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.

(c) 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.

(d) 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(d) shall be performed using the same discount rate that was used in calculating the Commercial Value Equivalent.

(e) “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 shall be included in Operating Receipts for the purposes of Section 4.3. 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(b) through (d) 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, and any other portions of the Premises.

## **10. Maintenance and Condition of Premises.**

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.

## **11. Coliseum Capital Improvements and Alterations.**

11.1 Improvements. 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 (in Tenant’s sole discretion) to improve the Coliseum and the amenities and experience offered to attendees of Events at the Coliseum.

11.2 Capital Expenditure Reserve. Only when and if the Outstanding CapEx Balance is \$0 without regard to reserves maintained under this Section 11.2, 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.

11.3 Design Guidelines. Tenant shall consider the Coliseum Design Guidelines developed by the Coliseum Commission in 2009 (a copy of which is attached as **Schedule 11.3**) 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 in effect during the Term.

11.4 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. Intentionally omitted.**

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

13.1 Landlord Approval Process. In the event approval from Landlord and/or the Department of General Services is required for any capital improvements or alterations pursuant to Sections 11.1 or 11.4, Tenant shall provide design drawings to Landlord and the Department of General Services Real Estate Services Division along with a request for 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 and the Department of General Services shall have sixty (60) days after receipt of such design drawings to approve or disapprove same. Neither Landlord nor the Department of General Services shall unreasonably withhold or condition its approval. In the event of reasonable disapproval by Landlord and/or the Department of General Services, Landlord and/or the Department of General Services shall provide to Tenant in writing a detailed explanation of the basis for such disapproval. In the event Landlord or the Department of General Services fails to respond in writing to Tenant within such sixty (60) day period and if Tenant's request for approval stated prominently in **BOLD 12 POINT FONT: FAILURE TO RESPOND TO THIS REQUEST WITHIN SIXTY (60) DAYS SHALL BE DEEMED TO BE APPROVAL**, then Landlord and/or the Department of General Service shall be deemed to have approved such design drawings. Neither Landlord nor the Department of General Services shall have further approval rights in connection with any capital improvement or alteration approved or deemed approved 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, in which case the provisions of this Section 13.1 shall again apply. Tenant shall pay the Department of General Services for its reasonable and customary charges for such review.

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. Nothing contained herein shall be deemed to permit Tenant to encumber any property owned by Landlord or the State of California with liens.

#### **14. Accounting and Reports.**

14.1 Statements. Tenant shall provide to Landlord and to the Department of General Services Office of Audit Services a written information report on a semi-annual basis 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. Tenant shall procure and maintain during the Term or any extension thereof, at its sole cost and expense, a policy or policies of commercial general liability insurance (occurrence form only) relating to the use and occupancy of the Premises and the business operated by Tenant. Such coverage shall have minimum combined single limit of liability of at least Fifteen Million Dollars (\$15,000,000) per occurrence and a general aggregate limit of at least Fifteen Million Dollars (\$15,000,000). The policy or policies required herein by Tenant shall be endorsed to add Landlord (i.e. The State of California, its officers, agents and employees and any other persons or entities reasonably designated by Landlord) as an additional insured and shall provide that such coverage shall be primary and that any insurance and/or self-insured programs maintained by Landlord shall not be construed as contributory. Such coverage shall also contain endorsements deleting any liquor liability exclusion, or Tenant shall provide a separate policy providing liquor liability coverage in lieu of deleting the exclusion. During the Term or any extension thereof, Landlord agrees at its sole cost to maintain insurance coverage, or a 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), with commercially reasonable deductibles as reasonably determined by Landlord from time to time.

(b) Real and Personal Property Insurance. During the Term or any extension thereof, Tenant shall cause to be effected upon the Premises (including any additions or improvements made by Landlord or Tenant and any fixtures or equipment installed by Tenant, and plate glass window insurance) commercial property insurance on a special form basis in the amount of 100% of the full replacement value of the improvements located on the Premises, with building laws and ordinance endorsement subject to a commercially reasonable sub-limit, and also providing combined business interruption and extra expense coverage for the actual loss sustained until resumption of normal operations. Such policy shall contain a replacement cost endorsement and a stipulated amount endorsement. With respect to any insurance effective for a

term extending beyond the Term, Tenant shall be obligated to pay only such proportion of the premium upon such insurance as that portion of the term of the policy lapsing prior to the expiration of the Term of this Agreement bears to the entire term of the policy. Such policy or policies required herein by Tenant shall be endorsed to add the Landlord (i.e. The State of California, its officers, agents and employees and any mortgagee or other persons or entities reasonably designated by Landlord) as an additional insured. Tenant shall have the option but not the obligation to purchase earthquake and flood insurance.

(c) Builder's Risk Coverage. With respect to the construction of any improvements or alterations to the Premises, Tenant shall procure and maintain insurance for course of construction insurance or builder's risk insurance, covering all construction and operations at the Premises. Such insurance shall be written on specified location all risk form or a blanket all risk form and cover the full replacement cost 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 flood and earthquake insurance. Such policy or policies required herein by Tenant shall be endorsed to add the Landlord (i.e. The State of California, its officers, agents and employees and any mortgagee or other persons or entities reasonably designated by Landlord) as an additional insured.

(d) Workers' Compensation and Employer's Liability Insurance. If Tenant has employees as defined by the State of California, Tenant shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Such policy or policies shall include Employers' Liability (Coverage B) including Occupational Disease with limits of not less than One Million Dollars (\$1,000,000) per person per accident. 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. Unless Tenant is self-insured for this coverage, the workers' compensation policy of the Tenant shall contain a waiver of subrogation endorsement in favor of the Landlord. Notwithstanding anything contained herein to the contrary, Tenant shall be permitted, in its sole and absolute discretion, to self-insure the workers' compensation coverage required herein so long as such self-insurance complies with all applicable laws.

(e) Automobile Liability Insurance. If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Tenant shall maintain liability insurance for all owned, maintained, non-owned or hired vehicles so used in an amount of not less than Two Million Dollars (\$2,000,000) combined single limit each accident. Such policy or policies required herein by Tenant shall be endorsed to add the Landlord (i.e. The State of California, its officers, agents and employees and any other persons or entities reasonably designated by Landlord) as an additional insured. Notwithstanding anything contained herein to the contrary, Tenant shall be permitted, in its sole and absolute discretion, to self-insure the automobile liability insurance coverage required herein.

(f) Insurance Requirements.

(i) All insurance required under this Section 15.1 and/or the Agreement shall provide for severability of interests. All insurance policies required to be carried under this Section 15.1 and/or the Agreement shall be written by companies authorized to do business in California and rated A-VII or better in *A. M. Best's Insurance Guide* or an equivalent rating from another industry-accepted rating agency. Policies required to be maintained by Tenant shall add Landlord (i.e. The State of California, its officers, agents and employees and any mortgagee or other persons or entities reasonably designated by Landlord) as an additional insured.

(ii) Notwithstanding any provision in this Section 15.1 to the contrary, Landlord hereby permits Tenant, and if Tenant hereby elects, to maintain a self-insured retention in an aggregate amount not to exceed Five Million Dollars (\$5,000,000). All self-insured retentions maintained by Tenant shall be applicable on a per occurrence basis. Tenant's right to maintain a self-insured retention in an aggregate amount not to exceed Five Million Dollars (\$5,000,000) is conditioned upon Tenant maintaining during the Term or any extension thereof a tangible net worth at least equal to Five Hundred Million Dollars (\$500,000,000). In the event Tenant's tangible net worth is less than Five Hundred Million Dollars (\$500,000,000), Landlord may require Tenant to a) reduce or eliminate such self-insured retention as respects this Agreement with Landlord, or b) procure a bond which guarantees payments of losses and related investigations, claims administration, and defense costs and expenses. Tenant shall be solely

responsible for any deductible and/or self-insured retention amount, so that so far as Landlord is concerned, it will be as if the related insurance had no deductible and/or self-insured retention amount whatsoever.

(iii) Prior to the Effective Date and/or commencement of any operations on the Premises by Tenant, Tenant shall provide Landlord with: (a) valid certificates of insurance issued by the insurance carrier of each policy of insurance required to be carried by Tenant hereunder showing the carriers, policy numbers, names of additional insured and expiration dates, and (b) all required endorsements. Tenant shall provide to Landlord within ten (10) business days following receipt by Landlord of a copy of any cancellation or non-renewal of insurance required by this Agreement.

(iv) All insurance shall be written on an occurrence form 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 16.5 regarding Damage to the Premises.

(vi) The parties hereby release each other, and their respective successors and assigns, from any claims for damage to any person, the Premises, or to the Improvements and any personal property in or on the Premises, that are caused by or result from risks insured against under any insurance policies carried by the parties and in force at the time of any such damages, provided that such release shall only be effective to the extent of the actual coverage of the insurance policies. Each party shall cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against either party in connection with any damage covered by any policy carried with respect to the Premises or the Improvements.

(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.

(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 Assignment of Coliseum Property. 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 Coliseum Property to a Person other than the State of California (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 Coliseum Property, 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 State of California) 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 15.2; 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 15.2 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 in the Premises on which such improvements are located. Notwithstanding anything contained herein to the contrary, Tenant agrees to waive this Section if Landlord desires to assign its interest for monetization purposes.

15.3 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.

#### 15.4 Attornment and Estoppel.

(a) Subject to satisfaction or waiver of the conditions set forth in Section 15.3, if Premises or any part thereof is assigned, 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.

15.5 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. Notwithstanding anything contained herein to the contrary, neither Tenant nor Landlord shall be obligated to pay the cost of supplying new plaques for the Court of Honor.

15.6 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.

15.7 Tenant's Covenant Regarding USC Home Football Games.

(a) Except as otherwise provided in this Section 15.7, 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.

15.8 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.

15.9 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 16.5. 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.

15.10 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 15.10 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.

15.11 Condemnation. If all or any part of the Premises, or Tenant's leasehold interest as described in this Agreement, or any part thereof, is 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 is either a total Taking or a partial Taking which would render the Premises unusable for the purposes for which such property was intended for a period of more than two years, then upon written notice by Tenant to Landlord this Agreement shall terminate on the date such Taking is deemed effective. Without limiting the foregoing, (a) the Premises shall be deemed to be unusable for the purposes for which they were intended if more than thirty percent (30%) of the parking spaces available as of the Commencement Date (less any parking spaces that Tenant has caused to be removed from the Premises in accordance with the terms and conditions of this Agreement or the Parking Lease between the Landlord and Tenant dated -\_\_\_\_) within Exposition Park parking lots 1, 1a, 2, 3, 4, 5, and 6 are unusable after the partial Taking and cannot or have not been replaced at no cost to Tenant within the remaining area of Exposition Park; and (b) the Premises shall be deemed to be unusable for the purposes for which they were intended if more than thirty (30%) of the seats in the Coliseum Property are unusable after the

partial Taking and cannot be replaced within the remaining area of the Coliseum Property. If more than thirty percent (30%) of the parking spaces available in Exposition Park as of the Commencement Date (less any parking spaces that Tenant has caused to be removed from the Premises in accordance with the terms and conditions of this Agreement or the Parking Lease) are unusable for a period of more than two years and cannot or have not been replaced at no cost to the Tenant within the remaining area of Exposition Park, Tenant may elect to either terminate the Lease with respect to the entire Premises.

In the event that Landlord exercises any right it has under applicable Laws to Take all or any part of the Coliseum Property, or Tenant's leasehold estate in the Coliseum Property as described in this Agreement, the parties hereto agree that Tenant shall be entitled to an award equal to (i) the fair market value of Tenant's right, title and interest in the leasehold estate to the Coliseum Property under this Agreement; plus (ii) the fair market value of capital improvements ("*Coliseum Improvements*") made to the Coliseum Property during the term of the Prior Agreement or this Lease. In determining the fair market value of the Coliseum Improvements under subsection (ii) above, the parties stipulate and agree that the Coliseum Property and the Coliseum Improvements made by Tenant to the Coliseum Property constitute a "nonprofit, special use property for which there is no relevant, comparable market." Coliseum Improvements shall be valued based upon Section 1263.321 of the Code of Civil Procedure and Section 824 of the Evidence Code. Notwithstanding the above, Tenant shall not be entitled to the fair market value of any Coliseum Improvements made to the Coliseum Property during the term of the Prior Agreement or this Lease (i) to the extent that Tenant has received Operating Receipts sufficient to offset the Coliseum Improvement items or contributions from the NFL designated for the payment of Coliseum Improvements; or (ii) if the Taking occurs forty (40) years or more after the installation of the Coliseum Improvement.

15.12 CEQA Compliance. With respect to any activity undertaken pursuant to this Agreement that is a "Project" pursuant to the California Environmental Quality Act, the "lead agency" and any and all "responsible agencies" shall be determined by law.

## **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) 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 Section 16.1(a), 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

(c) 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, 3.2, 5, 6.1, 6.2, 6.3, 8.2, 8.7, 9, 10, 11.3, 11.4, 13, 14, 15.1, 15.2, 15.7, 15.8, 16.5, 16.6, 16.7, 16.8 and 17.4 of this Agreement. No other provisions of this Agreement shall be subject to equitable relief.

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 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.

16.5 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.

If this Agreement is not terminated 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 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. 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.

(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 16.5, no Damage shall entitle Tenant to terminate this Agreement.

(d) Landlord and Tenant acknowledge that the terms and provisions of this Section 16.5 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 16.5, including without limitation, California Civil Code Sections 1932(2) and 1933(4).

#### 16.6 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 the parties are unable to resolve the dispute, then either party may, request that the parties engage in Alternative Dispute Resolution, including but not limited to non-binding mediation, non-binding arbitration or binding arbitration. If the parties do not engage in Alternative Dispute Resolution or if Alternative Dispute Resolution is unsuccessful, each party shall have all rights and remedies available in law and equity, except to the extent that such rights are expressly limited elsewhere herein.

16.7 Attorneys' Fees. Each party shall bear any costs of suit incurred in enforcing this agreement.

16.8 Venue. Subject to Section 16.6, 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. Upon Landlord's reasonable request Tenant shall make available to Landlord for review, all licenses, concessions, management and other agreements with third parties for the use of the Premises. Landlord agrees that the information included in the documents may be proprietary and confidential. Landlord agrees that unless ordered by a court of law, it will not make public any information obtained from its review of the licenses, concessions or other agreements, and if the information is subject to a Public Records Act request, Landlord will raise all applicable exemptions.

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:

California Science Center  
\_\_\_\_\_  
Los Angeles, California 90037  
Attention: \_\_\_\_\_  
FAX: \_\_\_\_\_;

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
FAX: \_\_\_\_\_

And

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
FAX: \_\_\_\_\_

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 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.

17.13 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.

17.14 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.

17.15 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.

17.16 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.

17.17 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.

[SIGNATURES ON FOLLOWING PAGE]

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.

CALIFORNIA SCIENCE CENTER

UNIVERSITY OF SOUTHERN CALIFORNIA

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

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

Title: \_\_\_\_\_

APPROVED:

APPROVED:

STATE AND CONSUMER SERVICES AGENCY

DEPARTMENT OF GENERAL SERVICES

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

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## 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 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 11.2, 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 Events** has the meaning set forth in Section 5.1.

**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 Recital B.

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

**“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 of the Prior Agreement 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 of the Prior Agreement 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 of the Prior Agreement 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 16.5.

**Damage Estimate** has the meaning set forth in Section 16.5.

**Default Rate** means the lesser of (i) the prime or reference rate announced from time to time by Bank of America, N.A. or its 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.

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

**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(b) – (d), (v) proceeds of the sale of naming rights that are excluded from Operating Receipts pursuant to Sections 9.2(b) – (d) 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 16.4.

***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.

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

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

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

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

***Landlord Parties*** has the meaning set forth in Section 2.4.

***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.

**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.

**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 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, 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 (3<sup>rd</sup>) 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.

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

***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 A.

***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.

***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.

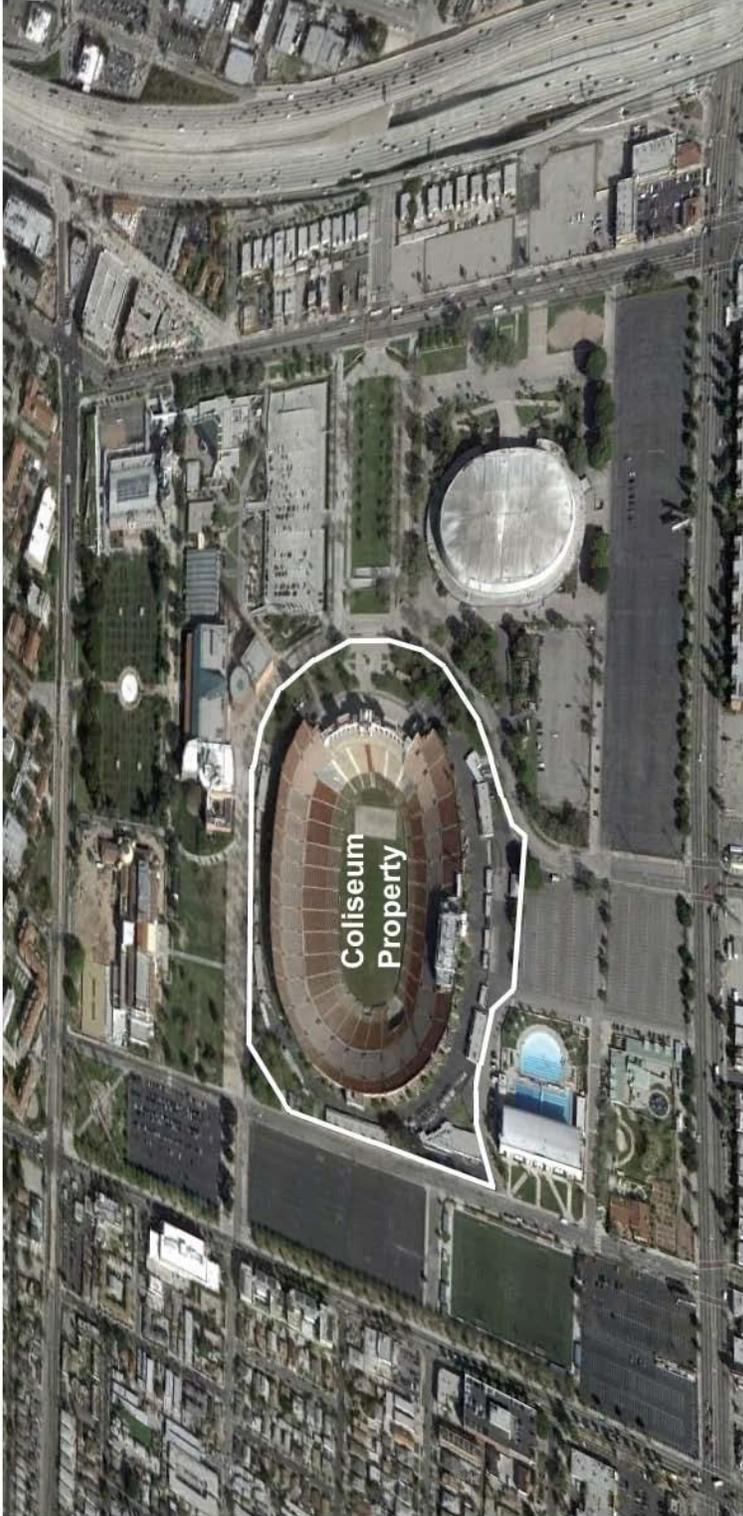
**Term** has the meaning set forth in Section 3.1.

**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



## 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”
- 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

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.

## 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.

<b>Annual Determination Date</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
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 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 11.3  
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