

NON-DISTURBANCE AGREEMENT

THIS NON-DISTURBANCE AGREEMENT (“**Agreement**”) is entered into effective as of December ___, 2012 by and among the CALIFORNIA SCIENCE CENTER, also known as the SIXTH DISTRICT AGRICULTURAL ASSOCIATION (“**Center**”), an institution of the State of California (“**State**”), and the UNIVERSITY OF SOUTHERN CALIFORNIA, a California nonprofit public benefit corporation (“**USC**”).

A. State is the fee owner of certain real property located in the City of Los Angeles, County of Los Angeles, State of California, more particularly described in **Exhibit “A”** attached to this Agreement and incorporated herein by this reference (the “**Property**”).

B. The Center has leased the Property to Commission pursuant to that certain Coliseum Lease dated January 3, 1956 and most recently amended as of February 13, 2008 (the “**Commission Lease**”).

C. The Commission Lease as amended on February 13, 2008 has been approved by the California Science Center, the Department of General Services and the Secretary for the State and Consumer Services Agency pursuant to Food and Agriculture Code Section 4051.

D. Pursuant to that certain Lease dated December ___, 2012 between Commission, as landlord, and USC, as tenant, a copy of which is attached hereto as **Exhibit “B”** (“**USC Lease**”), Commission has leased to USC the Property on the terms and conditions provided therein.

E. USC has requested the assurance that its possession, use and enjoyment of the Property pursuant to the USC Lease will not be disturbed as a result of a termination of the Commission Lease.

In consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Representations, Warranties and Covenants of USC. USC represents, warrants and covenants to Center as follows:

1.1 **Exhibit “B”** is a true and correct copy of the USC Lease and constitutes the entire agreement of Commission and USC with respect to the Property. As of the date of this Agreement, the USC Lease has not been amended or modified in any manner or respect.

1.2 The term of the USC Lease, including any extension or renewal term, does not extend beyond the term of the Commission Lease.

1.3 The terms and conditions of the USC Lease are in compliance with and do not violate any term or condition of the Commission Lease. Without limitation of the foregoing, the permitted use of the Property under the USC Lease is in compliance with the permitted uses of the Property under the Commission Lease.

2. Non-Disturbance and Attornment. If the interest of Commission is terminated by Center or by operation of law prior to the expiration or termination of the USC Lease, the parties agree as follows:

2.1 Provided that USC is not in breach or default of any representation, warranty or covenant under this Agreement or in default of the USC Lease beyond all applicable notice and cure periods, the rights and interests of USC under the USC Lease, as amended pursuant to this Agreement, shall continue in full force and effect, subject to the terms, conditions and limitations set forth in this Agreement, and Center shall not disturb the rights of possession of USC under the USC Lease for any reason other than pursuant to any right to dispossess USC under the terms of the USC Lease, as amended pursuant to this Agreement.

2.2 USC shall attorn to Center as its landlord under the USC Lease, as amended pursuant to this Agreement, and the USC Lease, as amended pursuant to this Agreement, shall continue in accordance with its terms, subject to the terms and conditions of this Agreement. Such attornment shall be self-operative without the necessity of the execution of any additional documentation. USC agrees, however, to execute any confirmatory instrument requested by Center to acknowledge such attornment. Center shall be bound to USC under all of the terms, covenants and conditions of the USC Lease; provided, however, that Center shall not be:

2.2.1 liable for any act or omission of any prior landlord (including Commission) or any other person or entity, or obligated to cure any then-existing breach or default by any prior landlord (including Commission) under the USC Lease except to the extent that any such non-monetary breach or default is continuing such that upon the giving of notice to the Center and the passage of time such act or omission without cure would constitute a breach or default of Center under the USC Lease, as amended pursuant to this Agreement;

2.2.2 subject to any offsets, defenses or claims which USC may have against any prior landlord (including Commission);

2.2.3 liable to USC for any security deposit paid to any prior landlord (including Commission) except to the extent that such security deposit has been transferred to Center; or

2.2.4 bound by any amendment or modification of the USC Lease made without Center's prior written consent.

2.3 Modification of Certain Provisions. In the event the interest of Commission is terminated by Center or by operation of law prior to the expiration or termination of the USC Lease and USC attorns to the Center, the USC Lease shall be deemed replaced with the lease attached hereto as **Exhibit "C"** (attached to this Agreement and incorporated herein by this reference) (the "**NDA Lease**").

2.4 Non Modification of Commission Lease. Center agrees that the Commission Lease shall not be modified or amended during the term of the USC Lease without

the prior written consent of USC, which USC may withhold in its sole discretion if such amendment or modification would increase USC's obligations or decrease USC's rights under the USC Lease. Further, Center agrees that Section 1, Article 5, Paragraph G of the Amendment to Coliseum Lease dated as of February 13, 2008 shall have no force or effect during the term of the USC Lease, as amended pursuant to this Agreement.

3. Closure of the Los Angeles Memorial Sports Arena. In the event that USC proposes to close the Los Angeles Memorial Sports Arena ("**Sports Arena**") in accordance with Section 12.2 of the USC Lease and Commission does not exercise its right to terminate the USC Lease of the Sports Arena in accordance with Section 12.2(c) of the USC Lease, prior to closing the Sports Arena USC shall offer the Center the opportunity to assume USC's obligations under the USC Lease with respect to the Sports Arena Property, as defined in the USC Lease, by providing the Center with written notice and providing the Center with one hundred eighty (180) days to respond. If the Center assumes USC's obligations under the USC Lease related to the Sports Arena Property and the Commission consents to such assignment, USC shall be relieved of all obligations therein related to the Sports Arena Property upon the execution of an Assignment and Assumption Agreement between USC and Center. In the event that the Commission does not consent to an assignment to the Center of the USC Lease for the Sports Arena Property, USC shall have the right to close the Sports Arena in accordance with Section 12.2 of the USC Lease and shall have no further obligation to offer the Sports Arena Property to the Center. In no event shall the refusal of the Commission to consent to an assignment of the Sports Arena Property to the Center be construed as a breach or default of this Agreement or the USC Lease, as amended pursuant to this Agreement, by any party thereto. The Center may, at its election, pursue amendments to the Commission Lease that will eliminate the requirement for the Commission to approve any assignment to the Center of the USC Lease for the Sports Arena Property and any such amendments shall not require USC's consent pursuant to Section 2.4 above.

4. Miscellaneous. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns. This Agreement shall be construed and interpreted in accordance with the laws of the State of California. This Agreement may not be amended or modified except by written amendment executed by all parties to be charged. This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute but one and the same instrument. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given such terms in the USC Lease.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first set forth above.

STATE:

CALIFORNIA SCIENCE CENTER,
an Institution of the State of California

By: _____
Name: _____
Title: _____

USC:

UNIVERSITY OF SOUTHERN
CALIFORNIA, a California Nonprofit Public
Benefit Corporation

By: _____
Name: _____
Title: _____

CALIFORNIA STATE AND CONSUMER
SERVICES AGENCY,
an agency of the State of California

By: _____
Name: _____
Title: _____

DEPARTMENT OF GENERAL SERVICES,
a department of the State of California

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM

Department of General Services, Office of
Legal Services

By: _____
Name: _____
Title: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT B

COPY OF USC LEASE

EXHIBIT C

COPY OF NDA LEASE