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Glossary	
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Schedule 2.2-1	Other Property
Schedule 8.2(a)	Coliseum Special District Plan

## 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 Sports Arena and its surrounding grounds, as more particularly described on the attached **Exhibit A** (the “*Sports Arena Property*” or the “*Premises*”).

B. The Los Angeles Memorial Sports Arena Commission (“*Commission*”) previously leased the Sports Arena 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 District Lease and Prior Agreement have both 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 Sports Arena Property as a public event venue.

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 Sports Arena Property pursuant to the Prior Agreement. In addition, Tenant has made an independent examination of the Sports Arena 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 or the date on which Tenant is required to deliver to Landlord the Base Rent Documentation required pursuant to Section 4.1(a) below, 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 Sports Arena Property as of the commencement date of the Extension Term. "**Fair Market Rental Value**" means, as of the time of determination, the arms-length fair market annual rental rate for the Sports Arena Property, which shall be determined as set forth below, using the appraisal methodology that was used by the Parties for determining the Base Rent as of the Commencement Date. The Fair Market Rental Value of the Sports Arena Property as of each Extension Term Commencement Date 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 three years of income and operating statements and any other financial data necessary to form an opinion on the net operating income for the Sports Arena Property as determined in accordance with GAAP ("NOI") for the last three Lease Years (collectively, the "**Base Rent Documentation**"). The NOI for the Sports Arena Property shall include NOI for any operator or sublessee of the Sports Arena Property. NOI shall also include all Naming Rights Revenue and any Trademark revenue received by Tenant or its operators or subtenants. 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.

(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 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 Sports Arena Property and the Base Rent for the applicable Extension Term. If the parties agreed on a mutually acceptable Qualified Appraiser, both Landlord and Tenant shall be identified as the client for purposes of the appraisal. 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 Sports Arena 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. Tenant and Landlord will provide the Qualified Appraisers any documentation requested and reasonably required to perform the appraisals. 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 Sports Arena 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 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) Definitions for Purposes of Section 4.1.

“**Qualified Appraiser**” means an appropriately licensed appraiser who MAI designated with the Appraisal Institute with not less than ten (10) years’ experience appraising income producing properties, preferably with experience appraising sports venue properties and, if possible, historic properties.

4.2 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.

4.3 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 (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 Property may only be used for competitive sports; athletics; games; pageants; plays, celebrations; patriotic or religious gatherings; public recreation; motion picture production or display; public gatherings; festivals; exhibits; industrial, trade, horticultural or agricultural shows; conventions; and exhibitions and productions of a local, regional, national or international character; and for purposes related or incidental to any and all of the foregoing, primarily to the end that the citizens and public generally may enjoy and receive the greatest benefit possible from the Property and that the Landlord may more effectively demonstrate and exploit its climatic, geographic, recreational, cultural and commercial resources and advantages (“**Public Benefit Purposes**”). 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 (“*Sports Arena 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) Non-Major Events: When Sports Arena 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 Sports Arena Event and, subject to Paragraph (c) below, once such notice is given such Sports Arena Events shall be given priority over other event scheduling requests received after notice of the Sports Arena Event. 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: (i) by January 31 of each year, the Natural History Museum, EXPO Center, the California African American Museum, and the Science Center Museum may calendar up to a total of twelve (12) 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; (ii) by July 31 of each year, the Natural History Museum, EXPO Center, the California African American Museum, and the Science Center Museum may calendar up to an additional twelve (12) 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 Sports Arena 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 Sports Arena Event or other park-related event.

(d) Coordination with Exposition Park Manager: Tenant shall use Commercially Reasonable Efforts to avoid scheduling Sports Arena 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 Sports Arena 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 Sports Arena 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 Olympic Events. Tenant shall make the Sports Arena 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, 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.

6.2 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 Sports Arena 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 Sports Arena in the background.

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

(a) All signage shall be in compliance with the Coliseum District Specific Plan for signage adopted by the City of Los Angeles in 2009, a copy of which is attached as **Schedule 8.2(a)**, as such plan may be amended from time to time; provided, however, that Landlord shall not request such an amendment that would 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) 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.

(c) 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.

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, Temporary Signage on, in or at the Premises.

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.

8.6 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 Sports Arena ("**Landlord Trademarks**"), including those listed in Schedule 2.2-1. 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.

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

## **9. Naming Rights.**

During the Term of this Agreement, Tenant shall be the exclusive holder of all naming rights to the Sports Arena 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.

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

Tenant shall maintain, repair and replace (as necessary) the Sports Arena Property in good order, condition and repair and in compliance with applicable Laws.

**11. Intentionally omitted.**

**12. Sports Arena Alterations.**

Tenant shall not construct any improvements or make any other structural alterations to the Sports Arena Property without the prior approval of Landlord and the Department of General Services Branch, which approval shall not be unreasonably withheld, conditioned or delayed. Tenant shall pay the Department of General Services for its reasonable and customary charges for such review.

**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 Section 12, 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: all Event operations, including both completed and planned Events. 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.

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.

## **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 Sports Arena 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 Sports Arena 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 Sports Arena 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 15.2, 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 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.

15.6 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.

15.7 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 15.7 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.

15.8 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 and the Parking Lease) 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 Sports Arena Property are unusable after the partial Taking and cannot be replaced within the remaining area of the Sports Arena Property. If more than thirty percent (30%) of the parking spaces available as of the Commencement Date within Exposition Park parking lots 1, 1a, 2, 3, 4, 5, and 6 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 terminate the Lease with respect to the Sports Arena Property.

In the event that Landlord exercises any right it has under applicable Laws to Take all or any part of the Sports Arena Property, or Tenant's leasehold estate in the Sports Arena 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 Sports Arena Property under this Agreement; plus (ii) the depreciated fair market value of capital improvements ("*Sports Arena Improvements*") made to the Sports Arena Property during the term of the Lease.

15.9 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 Sports Arena 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 Sports Arena 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 2.4, 3.2, 5, 8.2, 8.6, 9, 10, 12, 13, 14, 15.1, 15.2, 16.3, 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, and (B) 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), then in either case Tenant shall not be required to repair the Damage and shall have the right to terminate this Agreement.

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, 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, sublease, or transfer this Agreement, the Sports Arena Property, or any rights hereunder without the prior written consent of Landlord, in

its sole and absolute discretion. Any unauthorized assignment, sublease, 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 written notice to Landlord, 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; as long as such agreements do not result in Tenant ceasing to occupy the Sports Arena 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]

DRAFT

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:

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.

**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.

**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 Sports Arena, 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.

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

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

**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.

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

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

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

**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.

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

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

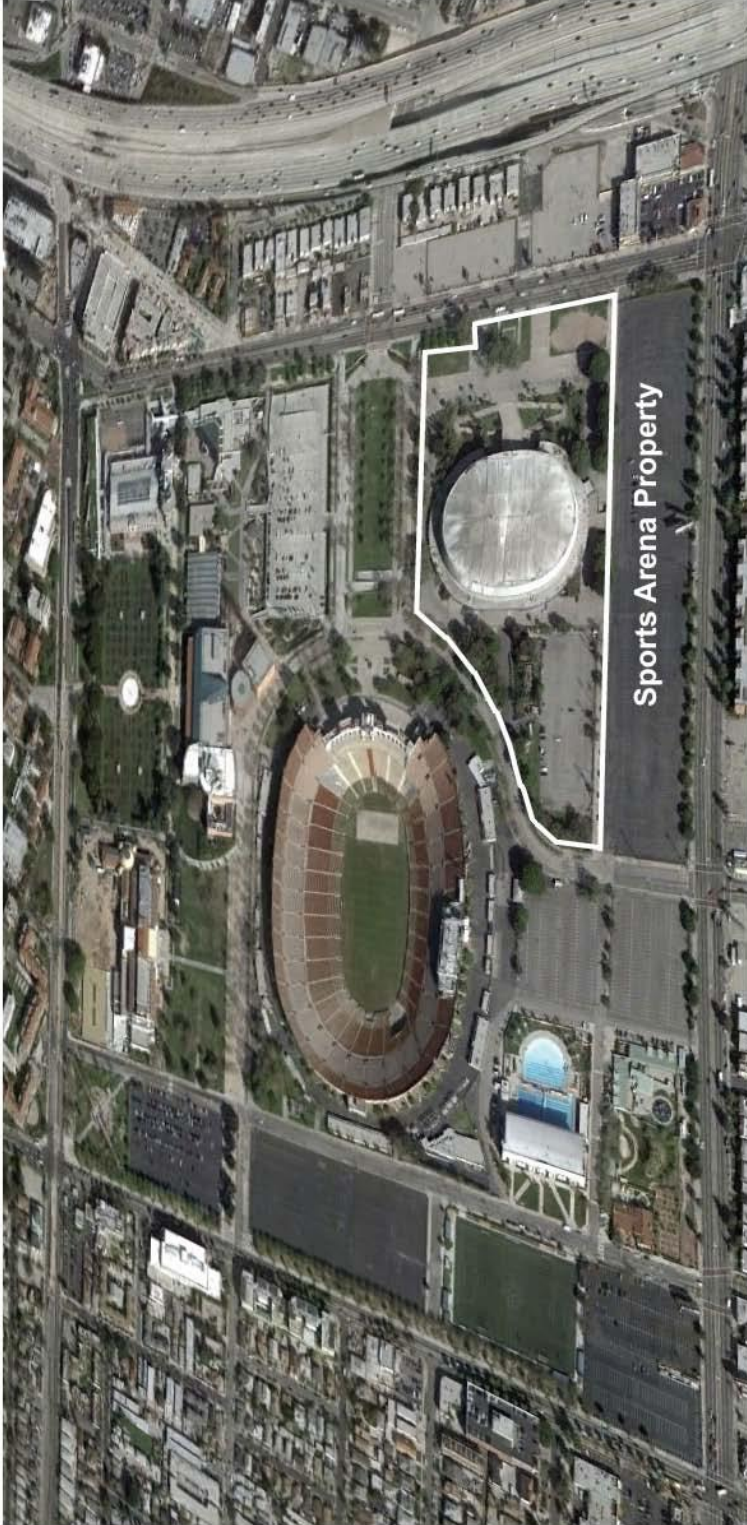
**Sports Arena Property** has the meaning set forth in Recital A.

**Temporary Signage** means any sign, exhibit, display or other visual image on, in or at the Sports Arena 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 Sports Arena 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 Sports Arena, (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 Sports Arena 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 Sports Arena 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.

EXHIBIT A  
SPORTS ARENA PROPERTY



## SCHEDULE 2.2-1

### OTHER PROPERTY

#### **Intangible Property:**

Trademarks and Servicemarks as follows:

- “Los Angeles Memorial Sports Arena”
  - “Los Angeles Sports Arena”
  - “LA Sports Arena”
  - “L.A. Sports Arena”
  - 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.

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SCHEDULE 8.2(a)

COLISEUM SPECIAL DISTRICT PLAN

DUE TO ELECTRONIC SIZE LIMITATIONS, ONLY THE FIRST PAGE OF THE SPORTS ARENA 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:

**DRAFT**