

## AMENDMENT TO COLISEUM LEASE

This AMENDMENT TO COLISEUM LEASE (this "***Amendment***") is dated as of December 20, 2013 by and between the CALIFORNIA SCIENCE CENTER, also known as the SIXTH DISTRICT AGRICULTURAL ASSOCIATION, an institution of the State of California ("***Lessor***") and the LOS ANGELES MEMORIAL COLISEUM COMMISSION, a public joint powers entity ("***Lessee***") established by agreement among Lessor, the County of Los Angeles and the City of Los Angeles pursuant to Title 1, Division 7, Chapter 5 (Section 6500 et seq.) of the California Government Code.

### RECITALS

A. Lessor and Lessee are parties to that certain Coliseum Lease dated January 3, 1956, as amended by Amendment to Coliseum Lease dated June 17, 1971, Amendment to Coliseum Lease dated November 3, 1976, and Amendment to Coliseum Lease dated February 13, 2008 (the "***Coliseum Lease***").

B. Lessor and Lessee are also parties to that certain Sports Arena Agreement, Lease and Easement dated January 3, 1956, as amended by Amendment to Sports Arena Agreement, Lease and Easement dated February 13, 2008 (the "***Sports Arena Lease***").

C. Lessee and the University of Southern California ("***USC***") entered into a Second Amendment to Lease and Agreement dated July 29, 2013 (the "***Commission-USC Lease Second Amendment***") that amends the Lease and Agreement dated May 14, 2008 between Lessee and USC (the "***Original Commission-USC Lease***"), as previously amended by First Amendment to Lease and Agreement dated November 4, 2010 (the "***Commission-USC Lease First Amendment***"). The Original Commission-USC Lease,

as amended by the Commission-USC Lease First Amendment and the Commission-USC Lease Second Amendment, is referred to herein as the “**Commission-USC Lease.**”

D. In connection with the Commission-USC Lease Second Amendment and other agreements entered into between and among Lessor, Lessee and USC in connection with the Commission-USC Lease Second Amendment, including a Property Acquisition and Settlement Agreement dated on or about the date of this Amendment, Lessor and Lessee desire to amend the Coliseum Lease in certain respects set forth herein. Lessor and Lessee are also entering into a separate related amendment to the Sports Arena Lease concurrently herewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby amend the Coliseum Lease and agree as follows:

1. Waiver of Rent. All rent payable by Lessee under the Coliseum Lease for the period from July 1, 2012 through the day immediately preceding the “Commencement Date” under the Commission-USC Lease (the “**Free Rent Period**”) is hereby waived. Notwithstanding any contrary term or provision of the Coliseum Lease, there shall be no rent payable by Lessee for the Free Rent Period. Any previous notice of breach or default from Lessor to Lessee with respect to rent that was payable under the Coliseum Lease during the Free Rent Period prior to the execution of this Amendment is hereby withdrawn by Lessor and shall be of no further force or effect. Lessor hereby waives, and releases Lessee from, any claims, damages, losses, liabilities, remedies and other rights that that Lessor may have or have had or incurred with respect to any non-payment of such rent by Lessee during the Free Rent Period.

2. Direct Payment of Rent. Lessor and Lessee agree that from and after the Commencement Date under the Commission-USC Lease, and continuing during the remaining term of the Commission-USC Lease, all rent payable by Lessee under the Coliseum Lease shall be paid by USC directly to Lessor at the same times and in the same amounts as set forth in the Coliseum Lease. Lessor shall accept such payment directly from USC. Lessor shall submit invoices for rent payable under the Coliseum Lease to both USC and Lessee not less than sixty (60) days in advance of each date for which the rent is due, provided however, Lessor's failure to submit invoices shall not relieve Lessee from the obligation to pay rent. USC shall remit payment directly to Lessor, with a copy of the transmittal of such payment to be provided concurrently by USC to Lessee for the records of the Lessee.

3. Participation Rent under Commission-USC Lease. Section 4.3(g) of the Commission-USC Lease requires that Lessee use all amounts of Lessee's share of the "Cumulative Calculated Amount" (as defined in the Commission-USC Lease) paid by USC to Lessee for the following purposes: (i) the funding of any reasonable operating expenses of Lessee that are not paid by USC pursuant to Section 4.4 of the Commission-USC Lease; and (ii) the funding of facilities and programs benefiting or enhancing Exposition Park. Lessee agrees that it will notify Lessor by September 30 each year whether Lessee has funds available to fulfill clause (ii) ("Available Funds"). If Lessee so notifies Lessor of the existence of Available Funds, then Lessor shall provide to Lessee by December 31 a list of projects or programs benefitting or enhancing Exposition Park that Lessor proposes be funded, in part or in whole, with the Available Funds, with priority given to common-area projects in Exposition Park that would enhance the visitor

experience to the Coliseum and/or Sports Arena facilities and that are located outside the perimeter of the property leased by Lessor to Lessee. Lessee agrees to review such lists by April 30 of each year and then transfer to Lessor the Available Funds required for Lessor to complete one or more of the specific projects or programs which Lessee and Lessor reasonably approve based on the above-referenced priority. Lessor shall provide Lessee with an annual report regarding the status of the projects and programs funded in whole or in part by the Available Funds.

4. Olympic Statues. Lessor and Lessee hereby agree and confirm that the two Olympic statues donated to Lessor by the Los Angeles Olympic Organizing Committee in June, 1984 and permanently installed in the peristyle plaza area of the Coliseum are included as part of the premises leased to Lessee under the Coliseum Lease. During the term of the Coliseum Lease the Commission shall have sole rights regarding the display of the statues (including any use by third parties) and the sole right to receive any revenue derived therefrom. The Commission shall be responsible for the maintenance, security and repair (if any) of such statues and any related fixtures, including the pedestals. The Commission shall have the right to delegate such maintenance, security and repair responsibility to USC under the Commission-USC Lease.

5. Limitation on Number of Major Events. The Coliseum Lease is hereby amended to limit the number of events held at the Coliseum, the Sports Arena or any replacement development at the premises under the Sports Arena Lease, for which the attendance exceed 25,000 persons ("**Major Events**") to a maximum of twenty-five (25) Major Events in the aggregate during any calendar year including any USC Home

Football Games and Commission Events as defined in the Commission-USC Lease; provided, however, that the following events shall not constitute Major Events regardless of attendance: (A) the Olympics, (B) the Special Olympics and (C) the Super Bowl.

Additionally, if the Coliseum is used on a temporary basis (not to exceed four consecutive years) by an NFL team for its home football games, such NFL Games shall not count toward the twenty-five (25) Major Events limitation so long as the total number of Major Events does not exceed thirty (30) Major Events in any calendar year.

6. Effect of Amendment. In the event of any conflict or inconsistency between the terms and provisions of the Coliseum Lease, as amended prior to the date of this Amendment, and the terms and provisions of this Amendment, the terms and provisions of this Amendment shall control. The Coliseum Lease remains in full force and effect, unmodified except as set forth in this Amendment.

7. Counterparts. This Amendment may be executed in counterparts, each of which shall constitute an original of this document and all of which collectively shall constitute a fully-executed Amendment.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, Lessor and Lessee have entered into this Amendment  
as of the date first set forth above.

LOS ANGELES MEMORIAL  
COLISEUM COMMISSION

By: 

Don Knabe, President

APPROVED AS TO FORM:

By: 

Thomas J. Faughnan  
Commission Legal Counsel

APPROVED AS TO FORM:

By: 

Munger, Tolles & Olson LLP

CALIFORNIA SCIENCE CENTER, also  
known as the SIXTH DISTRICT  
AGRICULTURAL ASSOCIATION

By: 

Name: Irene Romero  
Title: Member, Board of Directors

APPROVED:

CALIFORNIA NATURAL RESOURCES  
AGENCY

By: 

Name: Patrick Kemp  
Title: Asst Secy

APPROVED:

DEPARTMENT OF GENERAL  
SERVICES

By: 

Name: Michael Bunker  
Title: Chief, Real Property Services

## AMENDMENT TO COLISEUM LEASE

This AMENDMENT TO COLISEUM LEASE is executed this 13<sup>th</sup> day of February, 2008 by and between the CALIFORNIA SCIENCE CENTER, also known as the SIXTH DISTRICT AGRICULTURAL ASSOCIATION, an institution of the State of California (hereinafter "Lessor") and the LOS ANGELES MEMORIAL COLISEUM COMMISSION, a public joint powers entity (hereinafter "Lessee").

### Recitals

Lessor and Lessee are parties to that certain Coliseum Lease dated January 3, 1956, as amended. Pursuant to Article 8 of the Coliseum Lease, the Lessee on September 3, 2003 elected to extend the term of the Coliseum Lease for an additional period of 49 years, extending from January 1, 2006 through December 31, 2054. Subsequent to such election, Lessor and Lessee have engaged in negotiations concerning rent, as provided in Article 8, and have now agreed upon such rent for the extended term of the Coliseum Lease.

NOW, THEREFORE, Lessor and Lessee agree as follows:

1. ARTICLE 5, RENT shall be amended to read, in its entirety:

### ARTICLE 5

#### RENT

Lessor and Lessee agree that the rent for the leased premises to be paid by Lessee to Lessor for the extended term of the Coliseum Lease (January 1, 2006 through December 31, 2054) shall be as follows:

A. For the year 2006, Lessee shall pay to Lessor \$50,000.00, which Lessor acknowledges has been paid in full.

B. For the year 2007, Lessee shall pay to Lessor \$468,750.00. Lessor acknowledges receipt of advance payment on such amount from Lessee in the amount of \$50,000.00, and Lessor and Lessee agree that the balance of \$418,750.00 shall be due and payable within thirty (30) days from the date of execution of this Amendment.

C. For years 2008 through 2054, Lessee shall pay to Lessor a yearly rental amount which consists of Base Rent plus Naming Rights Equivalent. Lessee shall pay to Lessor a base rental amount of \$625,000.00 per year (Base Rent). In addition to Base Rent, Lessor acknowledges that the Lessee will endeavor to identify and contract with a single Naming Rights Sponsor, on customary commercial terms, for purposes of "branding" the Coliseum and increasing Coliseum revenues for the public's benefit, and Lessee agrees to pay to Lessor an amount equal to 3.125 % of all revenues received by the Lessee per year, if any, from the Naming Rights Sponsor (Naming Rights Equivalent).

D. Commencing in year 2016, and each year thereafter, the yearly Base Rent amount shall be adjusted in accordance with the published percentage increase, if any, in the U.S. Department of Labor, Bureau of Labor Statistics Consumers Price Index – All Urban Consumers (Los Angeles - Riverside - Orange County, California) ("CPI"), provided, however that the total amount of Base Rent plus the Naming Rights Equivalent shall be at least \$812,500.00 per year. Such CPI adjustments shall be made based on the published percentage change in the CPI between December of the preceding year and December of the next immediately preceding year. The Base Rent, as adjusted for CPI, shall constitute the Base Rent



Amount for that calendar 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 continued or revised.

E. Rent shall be paid annually as follows: at least one-half (1/2) of the annual rent shall be paid on or before June 30 of the lease year and the balance shall be paid on or before December 31 of the lease year for which it is payable.

F. Payment of the yearly rental amount shall be deemed to include and satisfy all of Lessee's responsibilities and obligations to pay its pro-rata share of the costs of the Sixth District Agricultural Association's "Common Area Services" (for example, services provided by the Office of Park Manager; landscaping, maintenance and janitorial services for the Exposition Park grounds; office of park security and safety services), and Lessee shall not be charged or otherwise responsible for any costs associated with Common Area Services during the term of this agreement.

G. Lessor and Lessee recognize and agree that the fair value of the rights granted by this Lease will likely be subject to change during the lease term based on then-current prevailing market and economic conditions. Lessor and Lessee agree that the yearly rental amount shall be subject to periodic recalculation and adjustment (either increase or decrease) to reflect the fair value of the rights granted under this Lease, based on then-current prevailing market and economic conditions. At the request of either party, the parties shall promptly enter into good faith negotiations to determine the then-current fair value of this Lease.

In recalculating the yearly rental amount, the parties shall consider relevant fiscal matters (including, but not limited to) rental, naming rights or other

income the Coliseum Commission receives from its subtenants, licensees, affiliates and other users of the Coliseum; revenue Lessee receives from providing goods or services in connection with the Coliseum; any proposed significant change in the use of a structure of improvement located on the premises; the parties' capital expenditures; the parties' repair and maintenance costs; the parties' administrative costs; and the parties' operating expenses. The parties agree to cooperate in the negotiations by (including, but not limited to) providing financial records and documents that will assist in determining the current fair rental value.

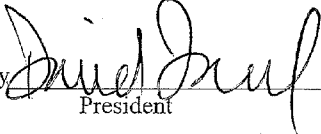
The recalculated rental rate shall constitute the yearly rental amount for the following calendar years until otherwise recalculated.

H. For the purpose of securing the payment of the rent hereinabove provided, Lessee does hereby assign, transfer and set over to Lessor all of the receipts and revenues of the said Coliseum or stadium and leased premises to the extent, and only to the extent, necessary to pay to Lessor the rent as and at the time hereinabove provided, with the exception, however, that said receipts and revenues shall first be applied to satisfy payment of the ordinary and direct expenses, other than rent, incurred in the operation and maintenance of the Coliseum or stadium. Lessee further undertakes and agrees that during the term of the Lease, it will not pledge, assign, transfer or set over unto any other entity any right, title or interest in or to said revenues which will or in any way defeat or impair the right of Lessor to receive or of Lessee to make payment of said rent from such revenues.

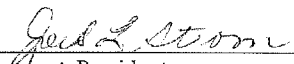
2. Except as expressly changed or modified by this Amendment, all other terms and conditions of the Coliseum Lease shall remain in full force and effect.

IN WITNESS WHEREOF, Lessor and Lessee have caused this AMENDMENT TO COLISEUM LEASE to be executed by their duly authorized officers as of the day and year first above written.

LOS ANGELES MEMORIAL  
COLISEUM COMMISSION

By   
President

CALIFORNIA SCIENCE CENTER  
(Also known as the SIXTH DISTRICT  
AGRICULTURAL ASSOCIATION)

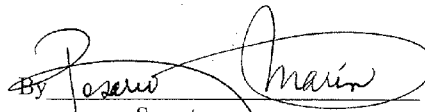
By   
for - President

APPROVED AS TO FORM:

By   
Commission Counsel

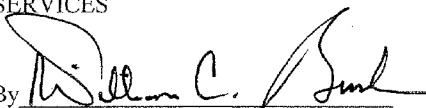
APPROVED:

STATE AND CONSUMER  
SERVICES AGENCY

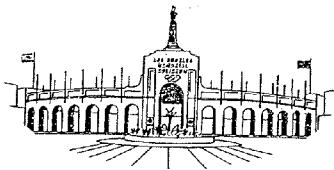
By   
Secretary

APPROVED:

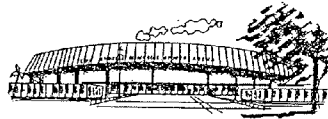
DEPARTMENT OF GENERAL  
SERVICES

By   
Director

OFFICERS  
DON KNABE  
PRESIDENT  
  
BERNARD C. PARKS  
VICE PRESIDENT  
  
MARGARET U. FARNUM  
CHIEF ADMINISTRATIVE OFFICER  
  
PATRICK T. LYNCH  
GENERAL MANAGER



SITE OF 1932 AND 1984  
OLYMPICS ATHLETICS COMPETITION  
OPENING & CLOSING CEREMONIES



SITE OF 1984 OLYMPICS  
BOXING COMPETITION

STATE OF CALIFORNIA  
WILLIAM J. CHADWICK  
A. LARRY CHAPMAN  
ROBERT H. McNEILL, JR.

FRANKLIN E. ULF  
ALTERNATE

COUNTY OF LOS ANGELES  
YVONNE BRATHWAITE BURNETT  
DON KNABE  
ZEV YAROSLAVSKY

MICHAEL D. ANTONOVICH  
ALTERNATE

CITY OF LOS ANGELES  
BERNARD C. PARKS  
MIKE ROOS  
LISA SPECHT

CHRISTOPHER W. HAMMOND  
NATE HOLDEN  
ALTERNATES

**LOS ANGELES MEMORIAL COLISEUM COMMISSION**  
COLISEUM, 3911 S. FIGUEROA ST. • (213) 755-6711 • SPORTS ARENA, 3939 S. FIGUEROA ST. • (213) 748-6136  
FAX: (213) 748-5828 • LOS ANGELES, CALIFORNIA 90037 • FAX: (213) 746-9346

September 3, 2003

California Science Center, a.k.a.  
Sixth District Agricultural Association  
700 State Drive  
Los Angeles, California 90007

Attention: William J. Chadwick  
Chairman, Board of Directors

Re: Election to Extend Term of the Coliseum Lease  
dated January 3, 1956, as amended

Dear Members of the Board,

At its meeting of September 3, 2003, the Los Angeles Memorial Coliseum Commission took action electing to extend the term of the Coliseum Lease dated January 3, 1956, as amended ("Agreement") for an additional period of forty-nine (49) years.

Accordingly, this is to provide written notice of that election pursuant to Article 8 of the Agreement, and that the term of the Agreement is thereby extended for an additional period of 49 years extending from January 1, 2006 through December 31, 2054.

This extension of the term of the lease also serves to extend the term of the Amended and Restated Los Angeles Memorial Coliseum Commission Management Agreement for an identical term as the extended term of the lease.

The Commission believes that great progress has been made in recent years, through the cooperative efforts of the California Science Center, African-American Museum, County Museum of Natural History, City of Los Angeles, County of Los Angeles, community groups and other entities involved in Exposition Park, to lay essential groundwork which will enable the Park and all of its facilities to continue and significantly enhance the provision of educational, recreational, cultural, commercial and other related opportunities for the local, regional, national and international communities of Los Angeles.

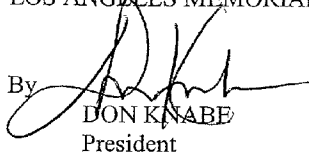
California Science Center, a.k.a.  
Sixth District Agricultural Association  
September 3, 2003  
Page 2

In this connection, the Commission desires very much to expeditiously continue and conclude the ongoing negotiations concerning rent, as well as other changes to both this Agreement and the Sports Arena ground lease which will enable us together to assure that these important and historic facilities continue to serve the needs of these greater Los Angeles communities for the 21st century.

Very truly yours,

LOS ANGELES MEMORIAL COLISEUM COMMISSION

By



DON KNABE  
President

c: City of Los Angeles  
County of Los Angeles

NOV 1 1955

COLISEUM LEASE

B/S # 222-D  
City # 23694

THIS LEASE, which is hereby designated Coliseum Lease of 1955, executed in quintuplicate, this 3rd day of January, 1956, by and between the SIXTH DISTRICT AGRICULTURAL ASSOCIATION, an institution of the State of California, hereinafter sometimes referred to as "District" or "Lessor", and the LOS ANGELES MEMORIAL COLISEUM COMMISSION, an entity, hereinafter sometimes referred to as "Commission" or "Lessee", organized and existing pursuant to the provisions of Title 1, Division 7, Chapter 5 of the California Government Code, relating to joint exercise of powers, subdivision 5 of Section 2 of the Charter of the City of Los Angeles, and Division 1, Chapter 3, Article 2 of the Agricultural Code of the State of California.

W I T N E S S E T H :

WHEREAS, Lessor is the owner and holder of fee title to that real property, hereinafter sometimes referred to as "the premises", situated in the City of Los Angeles, County of Los Angeles, State of California, and more fully described in Exhibit "A", hereto attached and by this reference made a part hereof, and

WHEREAS, Lessor desires to lease and let the premises to Lessee and Lessee desires to acquire the leasehold estate hereinafter created, all upon, and subject to the terms and conditions hereinafter provided;

1 NOW, THEREFORE, IT IS AGREED AS FOLLOWS:  
2

3 ARTICLE 1

4 TERM OF LEASE

5 Lessor does hereby demise, lease and let the  
6 premises to Lessee, together with all improvements thereon,  
7 including the stadium or Coliseum and incidental and  
8 accessory buildings, structures and appurtenances, unto  
9 Lessee for the term of fifty (50) years, commencing the  
10 1st day of January, 1956, for the purposes and upon the  
11 terms and conditions hereinafter set out.

12 ARTICLE 2

13 USE OF PREMISES

14 The premises and said improvements shall be  
15 used only for competitive sports; athletics; games;  
16 pageants; plays; celebrations; patriotic or religious  
17 gatherings; public recreations; motion picture production  
18 or display; public gatherings; festivals; exhibits;  
19 industrial, trade, horticultural or agricultural shows;  
20 conventions; and exhibitions and productions of a local,  
21 regional, national or international character; and for  
22 purposes related or incidental to any or all of the fore-  
23 going, primarily to the end that the citizens and public  
24 generally may enjoy and receive the greatest benefit  
25 possible from said Coliseum or stadium and that the City,  
26 the County and the District may more effectively demon-  
27 strate and exploit their climatic, geographic, recrea-  
28 tional, cultural and commercial resources and advantages.

29 Lessee may lease, license, rent, use or permit  
30 the use of the said Coliseum or stadium, or any part  
31 thereof, for any of the purposes described above.

1           Said City, County and District shall each have  
2           the right upon the application to Lessee to use said  
3           Coliseum or stadium, or any part thereof, for any purpose  
4           for which it may lawfully use the same on any date not  
5           otherwise reserved, upon such terms and conditions as may  
6           be agreed upon with the Lessee.

7           Lessee shall not make any lease, license, con-  
8           tract or agreement to rent or use or permit the use of  
9           said Coliseum or stadium to any person or entity for any  
10          period which will extend beyond the expiration of the  
11          term of this lease.

12          Lessee may grant concession privileges for the  
13          vending and sale of liquids and edibles, programs, cush-  
14          ions and similar articles, or for the renting of any said  
15          articles, provided that no such concession shall be made  
16          or given to extend over a period of more than three (3)  
17          years or beyond the expiration of the term of this lease,  
18          and provided further, that no concession privilege, lease  
19          or license shall permit the vending or sale or dispensing  
20          of malt, vinous or spirituous alcoholic liquors upon the  
21          said premises.

### 22                           ARTICLE 3

#### 23                           MAINTENANCES OF PREMISES

24          Lessee shall keep and maintain the leased  
25          premises and the Coliseum or stadium and equipment in  
26          good order and repair at all times at the cost and  
27          expense of Lessee.

28          Lessee shall provide all water, power, heat,  
29          light, sewage and utilities at its own expense.

30          Lessee shall pay all taxes, assessments or  
31          other charges, if any, lawfully levied or assessed upon



1 or in respect of the premises, or any part thereof,  
2 improvements thereon, or revenues therefrom.

3 ARTICLE 4

4 INSURANCE

5 Lessee shall carry such insurance and in such  
6 amounts as Lessee shall deem necessary or desirable to  
7 keep the structures, improvements and equipment of said  
8 Coliseum insured against loss or damage by fire or earth-  
9 quake and shall pay the premiums therefor.

10 Lessee shall keep and maintain at all times  
11 insurance for the benefit and protection of Lessor and  
12 Lessee against claims for death or personal injury of  
13 persons injured in or about the leased premises in an  
14 amount not less than Five Hundred Thousand Dollars  
15 (\$500,000.00) as to the death or injury of one person,  
16 and in an aggregate amount for the death of or injury to  
17 more than one person of not less than Two Million Dollars  
18 (\$2,000,000.00).

19 Lessee shall carry such insurance and in such  
20 amounts as Lessee shall deem necessary or desirable for  
21 the benefit and protection of Lessor and Lessee for the  
22 loss or destruction of or damage to property of others  
23 upon or in connection with the leased premises.

24 ARTICLE 5

25 RENT

26 Lessor hereby reserves and Lessee hereby agrees  
27 to pay to Lessor at Los Angeles, California, rent for  
28 the leased premises as hereinafter provided.

29 Lessee shall pay rent to Lessor at the rate  
30 of Fifty Thousand Dollars (\$50,000.00) per year.

31 The rent hereinabove provided shall be paid

1 annually at or before the end of the lease year for  
2 which it is payable.

3 For the purpose of securing the payment of the  
4 rent hereinabove provided, Lessee does hereby assign,  
5 transfer and set over to Lessor all of the receipts and  
6 revenues of the said Coliseum or stadium and leased  
7 premises to the extent, and only to the extent, neces-  
8 sary to pay to Lessor the rent as and at the time here-  
9 inabove provided, with the exception, however, that said  
10 receipts and revenues shall be first applied to satisfy  
11 payment of the ordinary and direct expenses, other than  
12 rent, incurred in the operation and maintenance of the  
13 Coliseum or stadium. Lessee further undertakes and agrees  
14 that during the term of the lease, it will not pledge,  
15 assign, transfer or set over unto any other entity any  
16 right, title or interest in or to said revenues which  
17 will or in any way defeat or impair the right of Lessor  
18 to receive or of Lessee to make payment of said rent from  
19 such revenues.

#### 20 ARTICLE 6

#### 21 PLEDGE, ASSIGNMENT AND SUBLETTING

22 Lessee shall not assign this lease or any of  
23 its rights hereunder or sublet the leased premises or  
24 any part thereof without written consent or approval of  
25 Lessor; provided, however, that any lease, license, con-  
26 tract or agreement of Lessee which permits or allows the  
27 premises or any part thereof to be used for any of the  
28 purposes set out in Article 2 hereof and not in viola-  
29 tion or contravention of the restrictions of that Article,  
30 shall not be deemed such a subletting as to require the  
31 consent or approval of Lessor.

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29
- 30
- 31

## 2

3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15

## 16

## 17

18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31

1 amounts and at the rate which shall be determined in  
2 accordance with the following procedure:

3 The assessed valuation of all the land within  
4 the County of Los Angeles, as of January 1, 1956, shall  
5 be determined by reference to the published report of the  
6 County Assessor in effect on that date. The assessed val-  
7 uation of all the land within the County of Los Angeles  
8 as of the forty-seventh (47th) year of this lease shall  
9 be determined by reference to the then officially pub-  
10 lished figure. Account shall be taken of any change in  
11 the method used in arriving at these two figures on  
12 their respective dates. From these two figures the per-  
13 centage of increase or decrease in said assessed valua-  
14 tion during the intervening period shall be determined.  
15 The annual rental for the term of such extension shall be  
16 determined by applying said percentage increase or de-  
17 crease in assessed valuation to the annual amount of rent  
18 payable to Lessor at the expiration of the original fifty  
19 (50) year term of the herein lease. The formula to be  
20 thus applied will be as follows:

21 Annual rental rate at Assessed value  
22 expiration of original term = in year 1956  
23 Annual rental rate Assessed value  
during extended term in year 2003

24 It is expressly agreed, however, that Lessor shall not be  
25 obligated by such determination to accept a rental during  
26 the said extended term which is less than the rental pro-  
27 vided for herein to be paid during the last year of the  
28 original term of this lease.

29 ARTICLE 9

30 SURRENDER UPON EXPIRATION

31 Upon the expiration of the term of this lease,

1 unless it shall be renewed or extended as hereinafter pro-  
2 vided, Lessee will quit and surrender to Lessor the pos-  
3 session of the leased premises, including the improvements  
4 thereon and the equipment thereof, in good condition and  
5 repair, damage by fire, act of God and the elements ex-  
6 cepted, and Lessee shall have no right, title or interest  
7 in or to any of such property and no claim against the  
8 Lessor for the cost or expense thereof.

9 The Commission covenants that it will authorize  
10 the execution and delivery of such instruments and take  
11 such further action as may be reasonable and as may be  
12 required to perfect title to said premises and improvements  
13 in the Lessor upon the termination of this lease.

14 IN WITNESS WHEREOF, said parties have caused  
15 these presents to be executed and attested by their proper  
16 officers thereunto duly authorized, and their official  
17 seals to be hereto affixed, as of the day and year first  
18 above written.

19 ATTEST: (SEAL)

20 By W.H.Nicholas (sgd)  
21 Secretary, Los Angeles  
22 Memorial Coliseum  
Commission

LOS ANGELES MEMORIAL  
COLISEUM COMMISSION

By John B. T. Campbell (sgd)  
President

Approved as to Form and  
Legality  
DEC 30 1955  
ROGER ARNEBERG, City  
By Alfred Attorne  
(sgd)  
Deputy

23 ATTEST:

SIXTH DISTRICT AGRICULTURAL  
ASSOCIATION

24 By Joseph J. Micciche (sgd)  
25 Secretary, Sixth District  
Agricultural Association

By J.Howard Edgerton (sgd)  
President

26 APPROVED:

27 DEPARTMENT OF FINANCE OF  
28 THE STATE OF CALIFORNIA

29 By John M.Peirce (sgd)  
30 Director of Finance

The within instrument approved by  
ordinance by the Council of the Cit  
of Los Angeles at its meeting of  
NOVEMBER 21 1955.

WALTER C. PETERSON, City Clerk  
By A.M. Morris (sgd)  
Deputy

31 APPROVED AS TO FORM  
By Walter S. Rountree (sgd)  
Assistant Attorney General

EXHIBIT A

LEGAL DESCRIPTION OF THE COLISEUM SITE

That portion of Southern District Agricultural Park and Adjoining Lots in the City of Los Angeles, County of Los Angeles, State of California, as shown on map recorded in Book 4, Page 352 of Miscellaneous Records in the office of the County Recorder of said County, described as follows:

Beginning at a point in the westerly line of Figueroa Street, 100 feet wide, distant along said westerly line North  $0^{\circ} 07' 55''$  West 701.36 feet from the northerly line of Tract No. 4719 as shown on map recorded in Book 52, Page 48 of Maps in said office; thence South  $89^{\circ} 53' 05''$  West 726.14 feet; thence South  $56^{\circ} 11' 25''$  West 113.08 feet to the northwesterly edge of the northwesterly curb of the paved roadway known as South Coliseum Drive, being the TRUE POINT OF BEGINNING; thence North  $0^{\circ} 05' 05''$  West 375 feet to the southwesterly edge of the southwesterly curb of the paved roadway known as North Coliseum Drive; thence northwesterly along said southwesterly edge of curb and westerly along the southerly edge of said curb to a point in said southerly edge distant North  $89^{\circ} 59' 00''$  East 177.26 feet from the center line of Menlo Avenue, 60 feet wide; thence South  $0^{\circ} 01' 00''$  East 19.64 feet; thence South  $32^{\circ} 09' 00''$  East 72.88 feet; thence South  $7^{\circ} 31' 30''$  East 57.73 feet; thence South  $17^{\circ} 12' 00''$  West 55.76 feet; thence South  $36^{\circ} 09' 20''$  West 97.50 feet; thence South  $32^{\circ} 55' 20''$  West 59.85 feet; thence South  $17^{\circ} 45' 55''$  West 89.51 feet; thence South  $3^{\circ} 50' 10''$  West 76.97 feet; thence South  $3^{\circ} 07' 00''$  East 54.99 feet; thence South  $9^{\circ} 37' 50''$  East 25.82 feet to a line at right angles to said center line of Menlo Avenue drawn from a point distant along said center line North  $0^{\circ} 02' 00''$  East 140.85 feet from the center line of Leighton Avenue as shown in Field Book 2505, Page 47 of the City Engineer of the City of Los Angeles; thence at right angles to said center line of Menlo Avenue North  $89^{\circ} 50' 00''$  West 62.26 feet to the easterly line of said Menlo Avenue; thence along said Menlo Avenue South  $0^{\circ} 02' 00''$  West 467.41 feet; thence North  $60^{\circ} 52' 45''$  East 116.22 feet; thence North  $65^{\circ} 10' 55''$  East 35.21 feet; thence North  $73^{\circ} 25' 40''$  East 43.02 feet; thence North  $83^{\circ} 32' 50''$  East 60.59 feet; thence North  $88^{\circ} 42' 30''$  East 55.47 feet; thence South  $86^{\circ} 36' 15''$  East 37.49 feet; thence South  $84^{\circ} 17' 40''$  East 52.11 feet; thence South  $77^{\circ} 20' 30''$  East 37.46 feet; thence South  $20^{\circ} 52' 30''$  East 60.08 feet; thence South  $67^{\circ} 41' 35''$  East 85.52 feet; thence South  $89^{\circ} 50' 20''$  East 367.12 feet to the northwesterly edge of the northwesterly curb of said South Coliseum Drive; thence along said edge of curb northeasterly to the true point of beginning.

AMENDMENT TO  
COLISEUM LEASE

THIS AMENDMENT TO LEASE, made this 12<sup>th</sup> day of  
June, 1971, by and between the California Museum of Science  
and Industry (formerly known as the SIXTH DISTRICT AGRICULTURAL  
ASSOCIATION), an institution of the State of California, herein-  
after referred to as Lessor, and the LOS ANGELES MEMORIAL  
COLISEUM COMMISSION, an entity organized and existing pursuant  
to the provisions of Title 1, Division 7, Chapter 5 of the  
Government Code, hereinafter referred to as Lessee, WITNESSETH:

WHEREAS, Lessor and Lessee have heretofore entered  
into a lease, designated "Coliseum Lease of 1955" dated  
January 3, 1956, and the parties thereto desire to amend the same  
as hereinafter set forth:

NOW, THEREFORE, IT IS AGREED:

1. The final paragraph of Article 2 (page 3, lines  
12-21), of said lease is hereby amended to read as follows:

"Lessee may grant concession privileges for  
the vending and sale of liquids and edibles,  
programs, cushions and similar articles, or for  
the renting of any said articles, provided that no  
such concession shall be made or given to extend  
over a period of more than three (3) years or beyond  
the expiration of the term of this lease, and  
provided further, that no concession privilege,  
lease or license shall permit the vending or sale  
or dispensing vinous or spirituous alcoholic liquors  
upon the said premises."

2. All other Articles, terms, and conditions of said  
lease shall remain the same.

1  
2 IN WITNESS WHEREOF, said parties have caused this  
3 Amendment to Lease to be executed and attested by their proper  
4 officers thereunto duly authorized, and their official seals to  
5 be hereto affixed as of the day and year first above written.  
6 ATTESTED:

7  
8 By William M. McLean  
9 Secretary, Los Angeles  
Memorial Coliseum

LOS ANGELES MEMORIAL  
COLISEUM COMMISSION  
By John J. [Signature]  
President

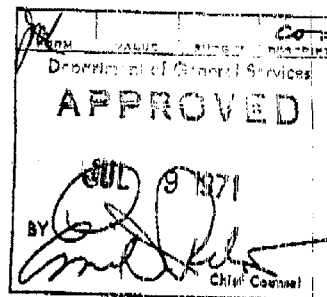
10  
11  
12  
13  
14 By William M. McLean  
15 Secretary, California Museum  
16 of Science and Industry

CALIFORNIA MUSEUM OF SCIENCE  
AND INDUSTRY (formerly known  
as Sixth District  
Agricultural Association)  
By John J. [Signature]  
President

17 APPROVED AS TO FORM:  
18 ROGER ARNEBERGH, City Attorney  
19 By John A. Daly  
20 JOHN A. DALY  
21 Assistant City Attorney

APPROVED:  
CALIFORNIA DEPARTMENT OF COMMERCE  
By Edgar M. Gillinwaters  
EDGAR M. GILLINWATERS, Director

22 EVELLE J. YOUNGER, Attorney General  
23 By Henry G. Ullerich  
24 HENRY G. ULLERICH  
25 Deputy Attorney General





AMENDMENT TO  
COLISEUM LEASE

THIS AMENDMENT TO LEASE, made this 3<sup>rd</sup> day of  
November, 1976, by and between the California Museum of Science  
and Industry (formerly known as the SIXTH DISTRICT AGRICULTURAL  
ASSOCIATION), an institution of the State of California, herein-  
after referred to as Lessor, and the LOS ANGELES MEMORIAL  
COLISEUM COMMISSION, an entity organized and existing pursuant  
to the provisions of Title 1, Division 7, chapter 5 of the  
Government Code, hereinafter referred to as Lessee, WITNESSETH:

WHEREAS, Lessor and Lessee have heretofore entered  
into a lease, designated "Coliseum Lease of 1955" dated  
January 3, 1956, as amended June 17, 1971, and the parties  
thereto desire to amend the same as hereinafter set forth:

NOW, THEREFORE, IT IS AGREED:

1. The final paragraph of Article 2 (page 3, lines  
12-21), as amended June 17, 1971, of said lease is hereby  
amended to read as follows:

"Lessee may grant concession privileges for the  
vending and sale of liquids and edibles, programs,  
cushions and similar articles, or for the renting of  
any said articles, provided that no such concession  
shall be made or given to extend over a period of  
more than fifteen (15) years or beyond the expiration  
of the term of this lease."

2. Article 3 is amended to add:

"Lessee is hereby granted permission to make  
such improvements in said stadium or Coliseum as  
are deemed appropriate by the Commission."

1.

1 3. Article 6 is amended to add:  
2 " . . . , and Lessee may, without the approval of  
3 Lessor, lease or license any suites or boxes  
4 installed in the Coliseum as part of any improve-  
5 ment program."

6 4. All other articles, terms, and conditions of said  
7 lease shall remain the same.

8 IN WITNESS WHEREOF, said parties have caused this  
9 Amendment to Lease to be executed and attested by their proper  
10 officers thereunto duly authorized, and their official seals to  
11 be hereto affixed as of the day and year first above written.

12 ATTESTED:

LOS ANGELES MEMORIAL  
COLISEUM COMMISSION

13  
14  
15 By James F. Hardy  
16 Secretary, Los Angeles  
Memorial Coliseum

By Robert E. Schuman  
President

CALIFORNIA MUSEUM OF SCIENCE  
AND INDUSTRY (formerly known  
as Sixth District Agricultural  
Association)

17  
18  
19  
20 By William McLean  
21 Secretary, California  
Museum of Science and  
22 Industry

By John Howard Edgerton  
President

23 APPROVED AS TO FORM:

24 JOHN LARSON, County Counsel

25 By Joel R. Bennett  
26 JOEL R. BENNETT  
27 Special Assistant  
County Counsel

28 EVELLE J. YOUNGER, Attorney General

29 By Henry G. Zellerich  
30 HENRY G. ZELLERICH  
31 Deputy Attorney General

FORM	VALUE	BUDGET	DESCRIPT.
Department of General Services			
APPROVED			
BY <u>W. F. White</u>			
SUPERVISING LAND AGENT			

FORM	POLICY	BUDGET
Department of General Services		
APPROVED		
BY <u>John A. [Signature]</u>		
Asst. Chief Counsel		