

AMENDMENT TO SPORTS ARENA AGREEMENT, LEASE AND EASEMENT

This AMENDMENT TO SPORTS ARENA AGREEMENT, LEASE AND EASEMENT (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 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*").

B. Lessor and Lessee are also 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*").

C. Lessee and the University of Southern California ("*USC*") entered into a Second Amendment to Lease and Agreement (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 Sports Arena Lease in certain respects set forth herein. Lessor and Lessee are also entering into a separate related amendment to the Coliseum 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 Sports Arena Lease and agree as follows:

1. Waiver of Rent. All rent payable by Lessee under the Sports Arena 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 Sports Arena 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 Sports Arena 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 Sports Arena Lease shall be paid by USC directly to Lessor at the same times and in the same amounts as set forth in the Sports Arena Lease. Lessor shall accept such payment directly from USC. Lessor shall submit invoices for rent payable under the Sports Arena 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. Limitation on Number of Major Events. The Sports Arena 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.



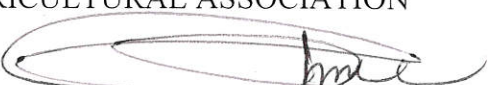
4. Exercise of Sports Arena Termination Right. Section 12.2 of the Commission-USC Lease affords the Commission certain rights to terminate the Commission-USC Lease with respect to the “Sports Arena Property” under the Commission-USC Lease (i.e., the premises under the Sports Arena Lease) if USC ceases operation of the Sports Arena other than for redevelopment purposes, or if USC ceases operation of the Sports Arena for redevelopment purposes but USC fails to commence the redevelopment work within twenty-four (24) months after entering into a binding redevelopment commitment. The Commission shall not exercise either of the foregoing termination rights without the District’s consent unless the Commission is able to demonstrate evidence of a reasonably creditworthy source for the payment to the District of the rent payable to the District under the Sports Arena Lease following such termination.

5. Effect of Amendment. In the event of any conflict or inconsistency between the terms and provisions of the Sports Arena 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 Sports Arena Lease remains in full force and effect, unmodified except as set forth in this Amendment.

6. 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.

<p>LOS ANGELES MEMORIAL COLISEUM COMMISSION</p> <p>By: <u></u> Don Knabe, President</p> <p>APPROVED AS TO FORM:</p> <p>By: <u></u> Thomas J. Faughnan Commission Legal Counsel</p> <p>APPROVED AS TO FORM:</p> <p>By: <u></u> Munger, Tolles &amp; Olson LLP</p>	<p>CALIFORNIA SCIENCE CENTER, also known as the SIXTH DISTRICT AGRICULTURAL ASSOCIATION</p> <p>By: <u></u> Name: <u>Irene Romero</u> Title: <u>Member BOARD of Directors</u></p> <p>APPROVED:</p> <p>CALIFORNIA NATURAL RESOURCES AGENCY</p> <p>By: <u></u> Name: <u>Patrick Kemp</u> Title: <u>Asst Secretary</u></p> <p>APPROVED:</p> <p>DEPARTMENT OF GENERAL SERVICES</p> <p>By: <u></u> Name: <u>Michael Butler</u> Title: <u>Chief, Real Property Services</u></p>
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**AMENDMENT TO SPORTS ARENA AGREEMENT, LEASE AND EASEMENT**

This AMENDMENT TO SPORTS ARENA AGREEMENT, LEASE AND EASEMENT 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 Sports Arena Agreement, Lease and Easement ("Agreement") dated January 3, 1956, as amended. Pursuant to Article 10 of the Agreement, the Lessee on September 3, 2003 elected to extend the term of the Agreement 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 10, and have now agreed upon such rent for the extended term of the Agreement.

NOW, THEREFORE, Lessor and Lessee agree as follows:

1. ARTICLE 7, RENT shall be amended to read, in its entirety:

ARTICLE 7

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 Agreement (January 1, 2006 through December 31, 2054) shall be as follows:

A. For the year 2006, Lessee shall pay to Lessor \$30,000.00, which Lessor acknowledges has been paid in full.

B. For the year 2007, Lessee shall pay to Lessor \$281,250.00. Lessor acknowledges receipt of advance payment on such amount from Lessee in the amount of \$30,000.00, and Lessor and Lessee agree that the balance of \$251,250.00 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 \$375,000.00 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 1.875 % 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 \$487,500.00 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 Sports Arena; revenue Lessee receives from providing goods or services in connection with the Sports Arena; 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 said Sports Arena 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 Sports Arena 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 Agreement shall remain in full force and effect.

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

LOS ANGELES MEMORIAL  
COLISEUM COMMISSION

By David Israel  
President

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

By Paul L. Stearn  
for President

APPROVED AS TO FORM:

By [Signature]  
Commission Counsel

APPROVED:

STATE AND CONSUMER  
SERVICES AGENCY

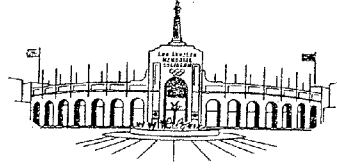
By [Signature]  
Secretary

APPROVED:

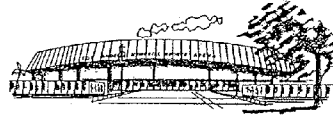
DEPARTMENT OF GENERAL  
SERVICES

By [Signature]  
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 BUREK  
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) 765-6711 • SPORTS ARENA, 3839 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 Sports Arena Agreement, Lease and Easement  
dated January 3, 1956

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 Sports Arena Agreement, Lease and Easement dated January 3, 1956 ("Agreement") for an additional period of forty-nine (49) years.

Accordingly, this is to provide written notice of that election pursuant to Article 10 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.

HOA.196750.1

Exposition Park = *Playground for the Mind and Body*

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  
SPORTS ARENA AGREEMENT,  
LEASE AND EASEMENT

B/S # 223-D

City # 23694

1  
2  
3 THIS LEASE, which is hereby designated Sports  
4 Arena Lease of 1955, executed in quintuplicate, this 3rd  
5 day of January, 1956, by and between the SIXTH  
6 DISTRICT AGRICULTURAL ASSOCIATION, an institution of the  
7 State of California, hereinafter sometimes referred to as  
8 "District" or "Lessor", and the LOS ANGELES MEMORIAL  
9 COLISEUM COMMISSION, an entity, hereinafter sometimes  
10 referred to as "Commission" or "Lessee", organized and  
11 existing pursuant to the provisions of Title 1, Division  
12 7, Chapter 5 of the California Government Code relating  
13 to joint exercise of powers; Subdivision 5 of Section 2  
14 of the Charter of the City of Los Angeles, and Division  
15 1, Chapter 3, Article 2 of the Agricultural Code of the  
16 State of California.

17  
18 W I T N E S S E T H :

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

25 WHEREAS, Lessor desires to lease and let the  
26 premises to Lessee and Lessee desires to acquire the  
27 leasehold estate hereinafter created, all upon and sub-  
28 ject to the terms and conditions hereinafter provided,  
29 and

30 WHEREAS, it is the mutual desire of each of the  
31 parties hereto that an arena, pavilion or stadium be

1 constructed upon the premises herein leased to be used  
2 for the purposes hereinafter provided;

3 NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

4 ARTICLE 1

5 TERM OF LEASE

6 Lessor does hereby demise, lease and let the  
7 premises unto Lessee for the term of fifty (50) years,  
8 commencing the 1st day of January, 1956, for the pur-  
9 poses and upon the terms and conditions hereinafter  
10 set out.

11 ARTICLE 2

12 PLANS, SPECIFICATIONS AND CONSTRUCTION

13 At the earliest practicable date and in no  
14 event later than the date designated in Article 1 of this  
15 lease, Lessee shall submit to Lessor general and detailed  
16 and scale plans, elevations and drawings, both as to  
17 architectural and structural engineering, with complete  
18 specifications, all of which have been approved by the  
19 said Los Angeles Memorial Coliseum Commission as satis-  
20 factory and sufficient to provide for the complete con-  
21 struction and the equipment of a structure or structures,  
22 together with incidental improvements, all to be upon the  
23 leased premises or appurtenant thereto, which will be  
24 suitable for an arena or stadium to be used for the pur-  
25 poses hereinafter provided. Except as the context may  
26 require otherwise, the term "arena or stadium" as used  
27 in this lease shall mean said structure or structures,  
28 together with said incidental improvements and equipment.

29 At the earliest practicable date and in no  
30 event more than one hundred and eighty (180) days  
31 after written notice by Lessor to Lessee, Lessee

1 shall commence construction of said arena or stadium and  
2 proceed with diligence to complete and equip the same,  
3 all substantially in accordance with said plans and spe-  
4 cifications and all at the cost and expense of Lessee.

5 ARTICLE 3

6 USE OF PREMISES

7 The premises and said arena or stadium shall  
8 be used only for competitive sports; athletics; games;  
9 pageants; plays, celebrations; patriotic or religious  
10 gatherings; public recreation; motion picture production  
11 or display; public gatherings; festivals; exhibits;  
12 industrial, trade, horticultural or agricultural shows;  
13 conventions; and exhibitions and productions of a local,  
14 regional, national or international character; and for  
15 purposes related or incidental to any or all of the fore-  
16 going, primarily to the end that the citizens and public  
17 generally may enjoy and receive the greatest benefit pos-  
18 sible from the Sports Arena and that the City, the County  
19 and the District may more effectively demonstrate and  
20 exploit their climatic, geographic, recreational, cul-  
21 tural and commercial resources and advantages.

22 Lessee may lease, license, rent, use or permit  
23 the use of the said arena or stadium or any part thereof  
24 for any of the purposes described above.

25 Said City, County and District shall each have  
26 the right, upon application to Lessee to use said arena  
27 or stadium or any part thereof for any purpose for which  
28 it may lawfully use the same, on any date not otherwise  
29 reserved, upon such terms and conditions as may be  
30 agreed upon with the Lessee.

31 Lessee shall not make any lease, license,

1 contract or agreement to rent or use or permit the use of  
2 said arena or stadium to any person or entity for any  
3 period which will extend beyond the expiration of the  
4 term of this lease.

5 Lessee may grant concession privileges for the  
6 vending and sale of liquids and edibles, programs, cush-  
7 ions and similar articles, or for the renting of any of  
8 said articles, provided that no such concession shall be  
9 made or given to extend over a period of more than three  
10 (3) years or beyond the expiration of the term of this  
11 lease, and provided, further, that no concession privilege,  
12 lease or license shall permit the vending or sale or dis-  
13 pensing of spirituous alcoholic liquors upon the said  
14 premises.

15 ARTICLE 4

16 EASEMENT

17 Lessor does hereby grant and convey to Lessee  
18 as an appurtenance to the premises herein leased, an  
19 easement in the nature of an underground passageway for  
20 ingress and egress to service the herein proposed sports  
21 arena. Said easement shall extend generally in an east-  
22 west direction from the basement of said sports arena  
23 sloping gradually upward to the surface where it connects  
24 with South Coliseum Drive. Said easement shall be limited  
25 to fifty (50) feet in width, paved, and for the use of  
26 persons, vehicles and animals in connection with servicing  
27 said facility. Said easement shall be more particularly  
28 defined by reference to the final plans and specifications  
29 of the architect and designer of said facility.  
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ARTICLE 5

MAINTENANCE OF PREMISES

Lessee shall keep and maintain the leased premises and the arena or stadium and equipment in good order and repair at all times at the cost and expense of Lessee.

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

Lessee shall pay all taxes, assessments or other charges, if any, lawfully levied or assessed upon or in respect of the premises or any part thereof, improvement thereon, or revenues therefrom.

ARTICLE 6

INSURANCE

Lessee shall carry such insurance and in such amounts as Lessee shall deem necessary or desirable to keep the structures, improvements and equipment of said arena or stadium insured against loss or damage by fire or earthquake and shall pay the premiums therefor.

Lessee shall keep and maintain at all times insurance for the benefit and protection of Lessor and Lessee against claims for death or personal injury of persons in or about the leased premises in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) as to the death or injury of one person, and in an aggregate amount for the death of or injury to more than one person of not less than Two Million Dollars (\$2,000,000.00), and shall keep and maintain in effect at all times insurance for the benefit and protection of Lessor and Lessee for the loss or destruction of or damage to property of others upon or in connection

1 with the leased premises in an aggregate amount not  
2 less than One Hundred Thousand Dollars (\$100,000.00).

3 ARTICLE 7

4 RENT

5 Lessor hereby reserves and Lessee hereby  
6 agrees to pay to Lessor at Los Angeles, California,  
7 rent for the leased premises as hereinafter provided.

8 Lessee shall not be required to pay any rent  
9 until two (2) years shall have elapsed after issuance  
10 of the building permit to commence construction of  
11 the arena or stadium provided for by the provisions  
12 hereof.

13 After the elapse of two (2) years from the  
14 date of issuance of said building permit, Lessee shall  
15 pay rent calculated as follows:

16 (a) For the period of ten (10) years com-  
17 mencing at the expiration of the second year of  
18 this lease, at the rate of Ten Thousand Dollars  
19 (\$10,000.00) per year;

20 (b) For the period of ten (10) years com-  
21 mencing at the expiration of the twelfth year  
22 of this lease, at the rate of Twenty Thousand  
23 Dollars (\$20,000.00) per year;

24 (c) For the remaining period of this  
25 lease at the rate of Thirty Thousand Dollars  
26 (\$30,000.00) per year.

27 The rent hereinabove provided shall be paid  
28 annually at or before the end of the lease year for  
29 which it is payable.

30 For the purpose of securing the payment of the  
31 rent hereinabove provided, Lessee does hereby assign,

1 transfer and set over unto Lessor all of the receipts  
2 and revenues of said arena or stadium and leased  
3 premises to the extent, and only to the extent, neces-  
4 sary to pay to Lessor the rent as and at the time  
5 hereinabove provided, with the exception, however,  
6 that said receipts and revenues shall be first applied  
7 to satisfy payment of the ordinary and direct expenses,  
8 other than rent incurred in the operation and main-  
9 tenance of the sports arena. Lessee further under-  
10 takes and agrees that during the term of the lease, it  
11 will not pledge, assign, transfer or set over unto  
12 any other entity any right, title or interest in or  
13 to said revenues which will or may in any way defeat  
14 or impair the right of Lessor to receive or of Lessee  
15 to make payment of said rent from such revenues.

16 ARTICLE 8

17 PLEDGE, ASSIGNMENT AND SUBLETTING

18 Lessee shall not assign this lease or any  
19 of its rights hereunder or sublet the leased premises  
20 or any part thereof without the written consent or  
21 approval of Lessor; provided, however, that any lease,  
22 license, contract or agreement of Lessee which permits  
23 or allows the premises or any part thereof to be used  
24 for any of the purposes set out in Article 3 hereof and  
25 not in violation or contravention of the restrictions  
26 of that Article shall not be deemed such a subletting  
27 as to require the consent or approval of Lessor.

28 ARTICLE 9

29 BREACH OR DEFAULT OF LESSEE

30 In the event that Lessee shall fail to per-  
31 form or abide by any of the terms or conditions of

1 this lease, such failure shall constitute a breach of this  
2 lease, and in the event that such breach shall continue  
3 and not have been cured or corrected after two (2) years'  
4 written notice by Lessor to Lessee specifying such breach,  
5 Lessor at its option, may terminate this lease, and there-  
6 upon Lessee will quit and surrender the leased premises,  
7 including the improvements thereon and equipment thereof,  
8 to Lessor in good condition and repair, damage by fire,  
9 act of God and the elements excepted, and Lessee shall  
10 have no right, title or interest in or to any of such  
11 property and no claim against the Lessor for the cost or  
12 expense thereof. In the event, however, that Lessee does  
13 issue revenue bonds for the construction of the herein  
14 proposed sports arena or stadium, then Lessor shall not  
15 terminate this lease for such breach unless and until all  
16 such revenue bonds and the interest thereon shall have been  
17 paid or provision for such payment shall have been made,  
18 provided, however, that any unpaid rent shall accrue and  
19 bear interest at the rate of 6% per annum from the date  
20 when the same was payable by the terms hereof, and all  
21 accrued rent shall have first priority as part of the  
22 ordinary operating expenses for payment out of the revenue  
23 from the sports arena or stadium.

24 ARTICLE 10

25 EXTENSION OF TERM

26 At any time during the forty-eighth (48th) year  
27 of this lease, Lessee may give written notice to Lessor  
28 that Lessee elects to extend the term of this lease for  
29 such an additional period as may be lawful, if any, pro-  
30 vided that the total period of such extension shall not  
31 exceed forty-nine (49) years. Lessor shall grant such

1 extension upon the same terms and conditions provided in  
 2 this lease except as to the rent to be paid by Lessee. In  
 3 the event of such extension the rent to be paid for and  
 4 during such extension shall be the amount or at the rate  
 5 agreed upon by Lessor and Lessee, and in the event that  
 6 Lessor and Lessee shall be unable or fail to agree upon  
 7 the amount or rate thereof, then the rent for the term of  
 8 such extension shall be fixed at such amount or amounts  
 9 and at the rate which shall be determined in accordance  
 10 with the following procedure:

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

29           Annual rental rate at ex-           Assessed value  
 30           piration of original term           =           in year 1956  
 31           Annual rental rate during           Assessed value  
                                           extended term                                   in year 2003

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

6 ARTICLE 11

7 SURRENDER UPON EXPIRATION

8 Upon the expiration of the term of this lease,  
9 unless it shall be renewed or extended as hereinafter pro-  
10 vided, Lessee will quit and surrender to Lessor the pos-  
11 session of the leased premises, including the improvements  
12 thereon and the equipment thereof, to Lessor in good con-  
13 dition and repair, damage by fire, act of God and the  
14 elements excepted, and Lessee shall have no right, title  
15 or interest in or to any of such property and no claim  
16 against the Lessor for the cost or expense thereof.

17 The Commission covenants that it will authorize  
18 the execution and delivery of such instruments and take  
19 such further action as may be reasonable and as may be  
20 required to perfect title to said premises and improve-  
21 ments in the Lessor upon the termination of this lease.

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

ATTEST: SIXTH DISTRICT AGRICULTURAL ASSOCIATION

By Joseph J. Micciche (sgd) Secretary, Sixth District Agricultural Association  
By J. Howard Edgerton (sgd) President

ATTEST: (SEAL) LOS ANGELES MEMORIAL COLISEUM COMMISSION

By W.H. Nicholas (sgd) Secretary, Los Angeles Memorial Coliseum Commission  
By John B. T. Campbell (sgd) President

APPROVED: DEPARTMENT OF FINANCE OF THE STATE OF CALIFORNIA  
By JOHN M. PEIRCE (sgd) Director of Finance  
APPROVED AS TO FORM  
By Walter S. Rountree (sgd) Assistant Attorney General

The within instrument approved by ordinance by the Council of the City of Los Angeles at its meeting of NOVEMBER 21 1955  
WALTER C. PETERSON, City Clerk  
By A.M. Morris (sgd) Deputy

APPROVED as to Form and Legality  
DEC 30 1955  
ROGER ARNEBERGH City Attorney  
By Alfred C. Rogers (sgd) Deputy

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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPOSED SPORTS ARENA 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, bounded by the following described lines:

Commencing at the intersection of the westerly line of Figueroa Street, 100 feet wide, with the northerly line of Tract No. 4719, as shown on map recorded in Book 52, Page 48 of Maps, in the office of said Recorder; thence along said westerly line, North 0° 07' 55" West 40.60 feet to the true point of beginning; thence along said westerly line, North 0° 07' 55" West 640.76 feet; thence South 89° 53' 05" West 726.00 feet to the beginning of a tangent curve concave to the southeast, having a radius of 51.05 feet; thence southwesterly, along said curve, through a central angle of 71° 20' 46", a distance of 63.57 feet to the beginning of a tangent curve concave to the northwest, having a radius of 559 feet; thence southwesterly along said last mentioned curve, through a central angle of 57° 10' 50", a distance of 557.88 feet to the beginning of a tangent curve, concave to the southeast, having a radius of 164.91 feet; thence southwesterly, along said last mentioned curve, through a central angle of 75° 50' 49", a distance of 218.30 feet; thence tangent to said curve, South 0° 07' 40" East 59.64 feet to the beginning of a tangent curve, concave to the northeast, having a radius of 20 feet, said curve being tangent at its southeasterly terminus, to a line which is parallel with the northerly line of said Tract No. 4719 and passes through the true point of beginning; thence southeasterly, along said curve, through a central angle of 89° 50' 35", a distance of 31.36 feet to said parallel line; thence along said parallel line, South 89° 58' 15" East 1271.95 feet to the true point of beginning.

EXCEPT all that portion of said land lying westerly of a line parallel with and distant westerly 850 feet, measured at right angles from the westerly line of said Figueroa Street.

ALSO EXCEPT any portion included within Lot P of said Southern District Agricultural Park and adjoining lots.



NOV 1 1955

B/S# 225 D  
City # 23694

AGREEMENT AND LEASE FOR PARCEL  
ADJACENT TO ARENA

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THIS LEASE, which is hereby designated Adjacent Parcel Lease of 1955, executed in quintuplicate, this 3rd day of January 1955, 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 the title to that real property, herein 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;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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ARTICLE 1

TERM OF LEASE

Lessor does hereby demise, lease and let the premises unto Lessee for an indefinite term, commencing the 1st day of January, 1956, for the purposes and upon the terms and conditions hereinafter set out.

This lease shall be terminable at any time by the Lessor upon thirty days' written notice to the Lessee.

ARTICLE 2

CONSTRUCTION OF TENNIS COURTS

At the earliest practicable date, and in no event more than ninety (90) days after written notice by Lessor to Lessee, the Lessee shall commence removal of the tennis courts which are presently located in Exposition Park partially on the site of the proposed sports arena and partially on the real property herein leased and shall relocate such tennis courts upon a site in Exposition Park to be agreed upon between said District and the City of Los Angeles.

ARTICLE 3

USE OF PREMISES

The premises shall be used only for park purposes, in the manner as heretofore maintained.

ARTICLE 4

MAINTENANCE OF PREMISES

Lessee shall keep and maintain the leased premises as an integral part of Exposition Park at all times at the cost and expense of Lessee.

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

Lessee shall pay all taxes, assessments or

1 other charges, if any, lawfully levied or assessed upon  
2 or in respect of the premises, or any part thereof,  
3 improvements thereon, or revenues therefrom.

4 ARTICLE 5

5 INSURANCE

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

14 ARTICLE 6

15 PLEDGE AND ASSIGNMENT

16 Lessee shall not pledge or assign this lease or  
17 any of its rights hereunder without the written consent  
18 or approval of Lessor.

19 ARTICLE 7

20 SURRENDER UPON EXPIRATION

21 Upon the termination of this lease, Lessee will  
22 quit and surrender to Lessor the possession of the leased  
23 premises, including any improvements thereon and equip-  
24 ment thereof, in good condition and repair, damage by  
25 fire, acts of God and the elements excepted, and Lessee  
26 shall have no right, title or interest in or to any of  
27 such property and no claim against the Lessor for the  
28 cost or expense thereof.

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

ATTEST: SIXTH DISTRICT AGRICULTURAL ASSOCIATION

By Joseph J. Micciche (sgd) Secretary, Sixth District Agricultural Association  
By J. Howard Edgerton (sgd) President

ATTEST: (SEAL) LOS ANGELES MEMORIAL COLISEUM COMMISSION

By W.H.Nicholas (sgd) Secretary, Los Angeles Memorial Coliseum Commission  
By John B. T. Campbell (sgd) President

APPROVED: DEPARTMENT OF FINANCE OF THE STATE OF CALIFORNIA  
By John M. Peirce (sgd) Director of Finance

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

The within instrument approved by ordinance by the Council of the City of Los Angeles at its meeting of NOVEMBER 21 1955  
WALTER C. PETERSON, City Clerk  
By A.M.Morris (sgd) Deputy

Approved as to Form and Legality  
DEC 30 1955  
ROGER ARNEBERGH, City Attorney  
By Alfred C. Rogers (sgd) DEPUTY

EXHIBIT "A"

LEGAL DESCRIPTION

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, bounded by the following described lines:

Commencing at the intersection of the westerly line of Figueroa Street, 100 feet wide, with the northerly line of Tract No. 4719, as shown on map recorded in Book 52, Page 48 of Maps, in the office of said Recorder; thence along said westerly line, North  $0^{\circ} 07' 55''$  West 40.60 feet to the true point of beginning; thence along said westerly line, North  $0^{\circ} 07' 55''$  West 640.76 feet; thence South  $89^{\circ} 53' 05''$  West 726.00 feet to the beginning of a tangent curve concave to the southeast, having a radius of 51.05 feet; thence southwesterly, along said curve, through a central angle of  $71^{\circ} 20' 46''$ , a distance of 63.57 feet to the beginning of a tangent curve concave to the northwest, having a radius of 559 feet; thence southwesterly along said last mentioned curve, through a central angle of  $57^{\circ} 10' 50''$ , a distance of 557.88 feet to the beginning of a tangent curve, concave to the southeast, having a radius of 164.91 feet; thence southwesterly, along said last mentioned curve, through a central angle of  $75^{\circ} 50' 49''$ , a distance of 218.30 feet; thence tangent to said curve, South  $0^{\circ} 07' 40''$  East 59.64 feet to the beginning of a tangent curve, concave to the northeast, having a radius of 20 feet, said curve being tangent at its southeasterly terminus, to a line which is parallel with the northerly line of said Tract No. 4719, and passes through the true point of beginning; thence southeasterly, along said curve, through a central angle of  $89^{\circ} 50' 35''$ , a distance of 31.36 feet to said parallel line; thence along said parallel line, South  $89^{\circ} 58' 15''$  East 1271.95 feet to the true point of beginning.

EXCEPT all that portion of said land lying easterly of a line parallel with and distant westerly 850 feet, measured at right angles, from the westerly line of said Figueroa Street.

File Copy  
County Counsel

B/S # 224-D  
City # 23684

NOV 1 1955

SPORTS ARENA AND ADJACENT PARCEL  
RELEASE AND AGREEMENT

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THIS AGREEMENT, made in quintuplicate, this  
3rd day of January, 1956, by and between  
the SIXTH DISTRICT AGRICULTURAL ASSOCIATION, an insti-  
tution of the State of California, hereinafter referred  
to as "District" or "Lessor", and the CITY OF LOS  
ANGELES, a Municipal Corporation, hereinafter referred  
to as "City", or "Lessee", and the LOS ANGELES MEMORIAL  
COLISEUM COMMISSION, an entity, hereinafter referred to  
as "Commission", 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:

THAT WHEREAS, said District is the owner in  
fee of that certain real property located in the City  
and County of Los Angeles, more particularly described  
in that certain deed from W. J. Broderick, et al., to  
said District, reported in Book 139 of Deeds, at Page  
218 thereof, Records of Los Angeles County, which said  
property is now, with other property owned by said City,  
commonly known as Exposition Park; and

WHEREAS, said District and said City did, on  
February 23, 1910, and May 10, 1912, make and enter  
into certain agreements whereby portions of said

1 property were leased to said City, upon the terms and  
2 conditions therein set forth, for a period of fifty (50)  
3 years, from and after February 23, 1910, and with the  
4 right of said City to renew said agreement for a further  
5 period of fifty (50) years upon the expiration of the  
6 first term of fifty (50) years, and on December 31, 1914,  
7 said District, City and County, respectively, did make  
8 and enter into a certain written agreement whereby the  
9 remainder of said real property, not included in said  
10 agreement of May 21, 1912, was leased to said City, with  
11 the exceptions and upon the terms and conditions therein  
12 set forth, except as thereafter modified by the agreement  
13 of January 8, 1924, for the same period and with the  
14 same right of renewal by said City as set forth in said  
15 agreement of May 21, 1912.

16 NOW, THEREFORE, the parties hereto, for and in  
17 consideration of the mutual promises and agreements  
18 hereinafter contained, and the performance thereof, and  
19 in consideration of the lease or leases and new manage-  
20 ment agreement to be executed concurrently herewith, and  
21 in order to protect and promote the public interest, and  
22 for other good and valuable consideration, do agree as  
23 follows:

24 1. Said City does hereby remise, release and  
25 relinquish to said District any leasehold or other inter-  
26 est it may have in those portions of real property leased  
27 to said City by said agreements of February 23, 1910,  
28 and May 21, 1912, more fully described in Exhibit "A"  
29 and Exhibit "B", hereto attached and by this reference  
30 made a part hereof.

31 2. Said District does hereby release said City

1 from its obligation and duty to keep and maintain for park  
2 purposes the portion of the real property leased by the  
3 agreements of February 23, 1910, and May 21, 1912, here-  
4 inafter described in Exhibit "A" and Exhibit "B".

5 3. Said Commission does hereby agree to remove  
6 those tennis courts presently located in Exposition Park  
7 partially on each of the parcels hereinafter more fully  
8 described in Exhibit "A" and Exhibit "B", and to relocate  
9 said tennis courts upon a site in Exposition Park to be  
10 agreed upon between said City and said District.

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

16 ATTEST: (City of LA SEAL) CITY OF LOS ANGELES

17 Walter C. Peterson (sgd) By Norris Poulson (sgd)  
City Clerk Mayor

18 By - Deputy

20 ATTEST: \* SIXTH DISTRICT AGRICULTURAL ASSOCIATION

21 By Joseph J. Micciche (sgd) Secretary, Sixth District Agricultural Association By J.Howard Edgerton (sgd) President

23 ATTEST: (SEAL) LOS ANGELES MEMORIAL COLISEUM COMMISSION

24 By W.H.Nicholas (sgd) Secretary, Los Angeles Memorial Coliseum Com- mission By John B. T. Campbell (sgd) President

27 APPROVED: Approved as to Form and Legality  
DEC 30 1955  
28 DEPARTMENT OF FINANCE OF THE STATE OF CALIFORNIA ROGER ARNEBERGH, City Attorney  
By Alfred C. Rogers (sgd) Deputy

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

30  
31 The within instrument approved by ordinance by the Council of the City of Los Angeles at its meeting of NOVEMBER 21 1955, and execution authoriz  
WALTER C. PETERSON, City Clerk  
By A.M.Morris (sgd) Deputy

APPROVED AS TO FORM 3.  
By Walter S.Rountree(sgd)  
Assistant Attorney General



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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPOSED SPORTS ARENA 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, bounded by the following described lines:

Commencing at the intersection of the westerly line of Figueroa Street, 100 feet wide, with the northerly line of Tract No. 4719, as shown on map recorded in Book 52, Page 48 of Maps, in the office of said Recorder; thence along said westerly line, North  $0^{\circ} 07' 55''$  West 40.60 feet to the true point of beginning; thence along said westerly line, North  $0^{\circ} 07' 55''$  West 640.76 feet; thence South  $89^{\circ} 53' 05''$  West 726.00 feet to the beginning of a tangent curve concave to the southeast, having a radius of 51.05 feet; thence southwesterly, along said curve, through a central angle of  $71^{\circ} 20' 46''$ , a distance of 63.57 feet to the beginning of a tangent curve concave to the northwest, having a radius of 559 feet; thence southwesterly along said last mentioned curve, through a central angle of  $57^{\circ} 10' 50''$ , a distance of 557.88 feet to the beginning of a tangent curve, concave to the southeast, having a radius of 164.91 feet; thence southwesterly, along said last mentioned curve, through a central angle of  $75^{\circ} 50' 49''$ , a distance of 218.30 feet; thence tangent to said curve, South  $0^{\circ} 07' 40''$  East 59.64 feet to the beginning of a tangent curve, concave to the northeast, having a radius of 20 feet, said curve being tangent at its southeasterly terminus, to a line which is parallel with the northerly line of said Tract No. 4719 and passes through the true point of beginning; thence southeasterly, along said curve, through a central angle of  $89^{\circ} 50' 35''$ , a distance of 31.36 feet to said parallel line; thence along said parallel line, South  $89^{\circ} 58' 15''$  East 1271.95 feet to the true point of beginning.

EXCEPT all that portion of said land lying westerly of a line parallel with and distant westerly 850 feet, measured at right angles from the westerly line of said Figueroa Street.

ALSO EXCEPT any portion included within Lot P of said Southern District Agricultural Park and adjoining lots.

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EXHIBIT "B"

LEGAL DESCRIPTION

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, bounded by the following described lines:

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EXCEPT all that portion of said land lying easterly of a line parallel with and distant westerly 850 feet, measured at right angles, from the westerly line of said Figueroa Street.