

ATTACHMENT NO. 1

GLOSSARY OF DEFINED TERMS

Unless context shall otherwise require, the following terms shall have the following respective meanings for purposes of this IA. The following definitions are equally applicable both to the singular and plural forms and the feminine, masculine and neuter forms of the terms defined. Any agreement defined or referred to below shall include each amendment, modification and supplement thereto and waiver thereof entered into from time to time in compliance therewith. Any term defined below by reference to any agreement, instrument or other document shall have such meaning whether or not such agreement, instrument or other document is in effect. In the event that any terms or definitions set forth in this Attachment No. 1 conflicts with any terms and provisions of the body of this IA, the terms and provisions set forth in the body of this IA shall govern.

All initially capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the IA to which this glossary is attached. Attachments referenced herein and not otherwise defined are Attachments to the IA.

“Admissions or Entertainment Tax or Fee” means any tax, fee, charge or assessment imposed by the City or any agency of the City (a) based on the sale of admissions tickets and other admissions media, (b) based upon attendance at an arena, stadium or comparable facility, and/or (c) singling out the operations of or parking facilities at an arena, stadium or comparable facility, but excluding generally applicable City-wide taxes and assessments, such as business license taxes, income taxes, sales taxes, utility taxes, gross receipts taxes, parking taxes, and any other taxes or assessments generally applicable to other businesses or other business activities within the City.

“Admissions Charge” is defined in the Arena Ground Lease.

“Admissions Charge Term” is defined in the Arena Ground Lease.

“Advanced New Hall Project Costs” is defined in Paragraph D of the Method of Financing, *Attachment No. 11*.

“AEG” is defined in Section 1.3.

“Affiliate” of any Person means, when used with reference to a specified person or entity, any person or entity who directly or indirectly controls, is controlled by or is under common control with the specified person or entity. In the case of Developer, Affiliate includes any person or entity who directly or indirectly controls, is controlled by or is under common control with Developer, Anschutz Entertainment, Inc., Philip F. Anschutz, the controlling owner of the NFL

Team, or the National Football League, acting in its capacity as an entity separate and apart from its constituent owners.

“Ancillary Agreements” means all agreements entered into by the Developer for the provision of goods and services at the Event Center and the New Parking Structures including, but not limited to, those agreements regarding management of the Event Center, ticket sales, premium seating, concessions, parking, permanent or other seat license sales, on-site merchandise, sponsorship sales, signage, naming rights and media rights revenue.

“Approval Date” means the date of approval of this IA by the City Council.

“Approved Schematic Design Documents” means, as the context implies, the schematic designs for the Event Center identified in *Attachment No.5-A*, the schematic designs for the New Parking Structures identified in *Attachment No.5-B*, and the schematic designs for New Hall identified in *Attachment No.5-C* all of which are available in the Office of the Bureau of Engineering of the City of Los Angeles.

“Arena Gap Funding Agreement” means that certain agreement captioned "GAP FUNDING AGREEMENT" which was entered into by and between the City and the L.A. Arena Company and the L.A. Arena Land Company, in conjunction with the Staples Center Ground Lease, and amendments thereto.

“Arena Ground Lease” means the ground lease between the City and the L.A. Arena Land Company for the StaplesCenter located on the Arena Site, as amended.

“Arena Site” means the approximately nine acre site at the southwest corner of the intersection of Figueroa and 11th Street upon which the Staples Center is currently located, as more particularly shown and described on *Attachment No. 2*.

“Arena Site Owner” means L.A. Arena Land Company, LLC, who is the owner of the StaplesCenter located on the Arena Site and the Tenant under the Arena Ground Lease.

“Assign” or “assignment” is defined in Section 12.5.

“Authority” means the Los Angeles Convention and Exhibition Center Authority, a public entity and agency existing and organized pursuant to the Joint Exercise of Powers Agreement, dated January 16, 1967 and as amended, between the City and the County of Los Angeles.

“Bond Counsel” means such attorney(s) as may be retained by the City from time to time to opine regarding taxable or tax-exempt bonds, certificates of participation or similar public finance instruments relating to the financing of the Convention Center or Convention Center related infrastructure and their tax status. On the Effective Date, "Bond Counsel" is Nixon, Peabody LLP.

“Bond Counsel Opinion” means the opinion letter, to be issued by Bond Counsel in favor of the City, the Authority and the Developer, opining as to the effect of the Transactions on the tax-exempt status of the Existing Securities and the Defeased Securities, as the same may be updated or revised from time to time in accordance with this IA.

“Bond Proceeds” is defined in Section 11.8.3.1.

“Bonds” means the tax-exempt bonds to be issued by the City consisting of Lease Revenue Bonds and Mello-Roos Bonds in an amount sufficient to finance construction of the New Hall Project, as described in Section 11.8 and the Bond documents.

“CEQA” means the California Environmental Quality Act, Sections 21000 *et. seq.* of the Public Resources Code and the CEQA Guidelines set forth at 14 California Code of Regulations Sections 15000 *et. seq.*

“City” means the City of Los Angeles, a municipal corporation.

“City Capped Share Expenditures” is defined in Section 11.13.

“City Construction Coordinators” shall mean the individuals designated by the City pursuant to Section 6.5.1.

“City Contracting Procedures” shall mean those City contracting procedures which HallCo has agreed to follow, which are more particularly set forth on *Attachment No. 4*.

“City Representative(s)” shall mean the City Construction Coordinators, or such other Person(s) as may from time to time be designated by the City to act on its behalf.

“City Council” means the Council of the City of Los Angeles, the legislative body of the City pursuant to Section 20 of the Charter of the City of Los Angeles.

“City-wide Conventions” means, for the purposes of this IA, those multi-day convention and exhibition events utilizing more than the total existing available Convention Center convention/exhibition space and generating bookings of not less than 3,000 total room nights with 1,500 room nights on peak and use of at least three (3) hotels (provided, however, with respect to any given year, if the LA Auto Show does not reach the threshold to be included within this definition of “City Wide Conventions”, the LA Auto Show shall nonetheless be deemed to constitute a City Wide Convention).

“Claim(s)” means any and all claims, actions, causes of action, writs, demands, rights, damages, liabilities, costs, expenses (including, without limitation, reasonable attorneys', experts', and consultants' fees and administrative and/or litigation costs), fines, penalties, liens, taxes, or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen.

“Closing” means the close of escrow for the New Hall, EventCenter and New Parking Garages, the conveyance of the Ground Leases for the EventCenter and the New Parking Structures Sites to the Developer, and other closing matters pursuant to Article IV of this IA.

“Commence Construction” or “Commencement of Construction” and terms of like import mean and refer to Developer's commencement of construction of the foundation of New Hall, the New Parking structures or the Event Center, as the case may be, after Developer's demolition of all previously existing structures necessary to commence that phase of the Project.

“Complete”, “Completed” or “Completion” means the date upon which a temporary or permanent certificate of occupancy (whichever is earlier) is issued by the City for substantially all of the New Hall, the New Parking Structures or the Event Center, as the case may be.

“Concourse” or “Concourse Hall” means that portion of the Convention Center between the South Hall and the West Hall Tower as illustrated in Attachment No. 2.

“Construction Drawings” means the construction drawings and specifications for each phase of construction.

“Construction License Agreement” means that certain construction license agreement to be entered into by and between the City, EventCo and ParkingCo at the Closing, as amended.

“Convention Center” means the Los Angeles Convention and Exhibition Center, located in downtown Los Angeles proximate to the northeast corner of the intersection of the 110 (Harbor) and 10 (Santa Monica) freeways as depicted on the map attached hereto as *Attachment No. 1*.

“Convention Center Site” means the property on which the Convention Center is located, together with any additional property acquired by the Public Entities and used for adjoining Convention Center facilities, but excluding the Arena Site, the Event Center Site and the New Parking Structures Site during the term of their respective ground leases.

“County” means Los Angeles County, State of California.

“CUP” means the conditional use permit(s) required to be obtained by the Developer in connection with development of the Project.

“Defeased Securities” means a portion of the Existing Securities that are defeased pursuant to Sections 11.8.2 and 11.10 of this IA.

“Design Development Documents” means drawings, specifications and narratives based upon and refining the applicable Schematic illustrating the scope, relationship, forms, size and appearance of the Project by means of plans, sections and elevations, typical construction details and equipment layouts.

“Developer” means the following: (i) as to the Public Project, L.A. Convention Center, LLC, a Delaware limited liability company, an affiliate of AEG; and (ii) as to Private Project, L.A. Event Center, LLC, a Delaware limited liability company, an affiliate of AEG and L.A. Parking Structures, LLC, a Delaware limited liability company, an affiliate of AEG;. Whenever the term “Developer” is used in this IA, it means (v)L.A. Convention Center, LLC, (w) L.A. Event Center, LLC, (xy) L.A. Parking Structures, LLC or (y) collectively all of these entities, as appropriate for the Public or Private Project being discussed.

“Discretionary Actions” or “Discretionary Approval” means an action which requires the exercise of judgment, deliberation or a decision on the part of the City, including any board, commission or department and any officer or employee thereof, in the process of approving or disapproving a particular activity, as distinguished from an activity which merely requires the City, including any board, commission or department or any officer or employee thereof, to determine whether there has been compliance with statutes, ordinances or regulations.

“Effective Date” is the date on which the IA becomes effective as specified in Section 2.2 of this IA.

“EIR or FEIR” means the final Environmental Impact Report, prepared and processed in accordance with the requirements of CEQA, assessing the environmental impact of the development and construction of the Project as contemplated by the IA.

“Entitlements” means Initial Entitlements, as well as any other entitlements or approvals that may be required in connection with development of the Project.

“Environmental Agency” means the United State Environmental Protection Agency; the California Environmental Protection Agency and all of its sub-entities including without limitation the Regional Water Quality Control Broad - Los Angeles Region, the State Water Resources Control Board, the Department of Toxic Substances Control and the California Air Resources Board; the City of Los Angeles; the County of Los Angeles; the South Coast Air Quality Management District; the United States Environmental Protections Agency; and/or any other federal, state or local governmental agency or entity that has jurisdiction over Hazardous Substances Releases or the presence, use, storage, transfer, manufacture, licensing, reporting, permitting, analysis, disposal or treatment of Hazardous Substances in, on, under, about or affecting the Property. All references to an Environmental Agency or Agencies shall mean and include any successor Environmental Agency.

“Environmental Laws” means any federal, state, or local laws, ordinances, rules, regulations, requirements, orders, directives, guidelines, or permit conditions in existence as of the date of this Agreement or as later enacted, promulgated, issued, modified or adopted, regulating or relating to Hazardous Substances, and all applicable judicial, administrative and regulatory decrees, judgments and orders and common law, including, without limit, those relating to industrial hygiene; safety, health or protection of the environment or the reporting, licensing, permitting, use, presence, transfer, treatment, analysis, generation, manufacture, storage, discharge, Release, disposal, transportation, Investigation or Remediation of Hazardous

Substances. Environmental Laws shall include, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601, *et seq.*) ("CERCLA"), the Resource Conservation and Recovery Act, as amended, (42 U.S.C. Section 6901 *et seq.*) ("RCRA"), federal Water Pollution Control Act, as amended, (33 U.S.C. Section 1251 *et seq.*), Toxic Substances Control Act, as amended, (15 U.S.C. Section 2601 *et seq.*), the Carpenter-Presley-Tanner Hazardous Substances Account Act, (California Health and Safety Code Section 25300 *et seq.*), Chapter 6.5 commencing with Section 25200 (Hazardous Waste Control), Chapter 6.7 commencing with Section 25280 (Underground Storage of Hazardous Substances) of the California Health and Safety Code, and the California Environmental Quality Act (California Public Resources Code Section 2100 *et seq.*).

"Escrow Agent" means the escrow agent agreed to by the Parties.

"Evaluation Phase Agreement" means that certain agreement between the City and AEG dated as of October 27, 2011, whereby AEG agreed to reimburse the City for certain costs borne by the City to evaluate the proposal for the Project.

"Event Center Development Agreement" means that certain Development Agreement by and between City, EventCo and ParkingCo dated as of _____, 201 __, which is to be recorded in the Official Records of the County.

"Event Center Ground Lease" means the ground lease by and between the City and EventCo to be entered into as of the Closing, pursuant to which the City will lease the Event Center Site to EventCo, together with any amendments.

"Event Center Site" means the approximately ____ acres west of the Arena Site upon which the proposed location of the Event Center, as illustrated on *Attachment No 2* and legally described in an exhibit attached to the Event Center Ground Lease.

"Existing Leasehold Interests" means (i) the leasehold interests under (a) the Third Amended and Restated Convention and Exhibition Center II Lease, dated as of October 1, 2008, between the City and the Authority (and all leases amended, restated and/or superseded thereby including without limitation the Amended and Restated Convention and Exhibition Center II Lease dated as of January 1, 1989, by and between the City and the Authority, the First Amendment to the Amended and Restated Convention and Exhibition Center II Lease dated August 1, 1990, by and between the City and the Authority, and the Second Amendment to the Amended and Restated Convention and Exhibition Center II Lease dated as of August 15, 1993, between the City and the Authority); and (b) the Amended and Restated Ground Lease for the Los Angeles Convention and Exhibition Center II dated as of October 1, 2008, between the City and the Authority (and all ground leases amended, restated and/or superseded thereby including without limitation the Ground Lease for the Los Angeles Convention and Exhibition Center II dated as of December 1, 1985, the First Amendment to the Ground Lease for the Los Angeles Convention and Exhibition Center II dated as of January 1, 1989, the Second Amendment to the Ground Lease for the Los Angeles Convention and Exhibition Center II dated as of August 1, 1990, the Amended and Restated Ground Lease for the Los Angeles Convention and Exhibition Center II

dated as of August 15, 1998, between the City and the Authority, and the First Amendment to the Amended and Restated Ground Lease for the Los Angeles Convention and Exhibition Center dated as of March 1, _____, between the City and the Authority.); and (ii) the assignments of leasehold interests under the Amended and Restated Assignment Agreement by and between the Authority and Bank of America National Trust and Savings Association as Trustee Relating to the Second Amended and Restated Convention Exhibition Center II Lease dated as of October 1, 2008 (and all assignment agreements amended, restated and/or superseded thereby).

“Existing Securities” means those certain outstanding Los Angeles Convention and Exhibition Center Authority Lease Revenue Bonds, 1993 Refunding Series A, the Los Angeles Convention and Exhibition Center Authority Lease Revenue Refunding Bonds Series 2003A, and the Los Angeles Convention Center Lease Revenue Refunding Bonds, Series 2008A. Existing Securities shall not include the Defeased Securities after the Defeased Securities are defeased.

“Force Majeure Event” means any cause beyond the reasonable control and not due to the negligent or willful misconduct of the party affected, and which could not have been avoided by due diligence and use of commercially reasonable efforts, including drought, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance, sabotage, explosions, strikes, lock-outs or labor disputes, the existence of unforeseen hazardous waste, unforeseen subsurface conditions, orders or judgments of any Government Entity, the absence, suspension, termination, interruption, denial or failure of renewal of any entitlements or applicable permits (unless such absence, suspension, termination, interruption, denial or failure is due to failure to perform by Developer or any employee, contractor or consultant under its control), validly adopted citizens' initiative or referendum, administrative and court orders (including the pendency thereof), or any changes in law and which actually cause delay; provided that in all events financial inability is excepted.

“GFA Co-Obligor” is defined in Section 1.11.5.

“Gilbert Lindsay Plaza” means the approximately 3.2 acre plaza located south of and adjacent to the Arena Site, as depicted on *Attachment No. 2*.

“Government Entities” or “Governmental Authorities” means any and all federal, state, county, municipal and local governmental and quasi-governmental bodies and authorities (including the United States of America, the State of California, the City, the County, and any political subdivision, public corporation, district or other political or public entity) or departments or joint power authorities thereof having or exercising jurisdiction over the parties, the Premises, or such portions thereof as the context indicates.

“HallCo's Representative” shall mean Ted Tanner or Ted Fikre, or such other Person as may from time to time be designated by HallCo to act on its behalf.

“Hard Costs” shall have the meaning set forth in Section 6.4.2.2 hereof.

“Hazardous Substances” means, without limitation: (a) those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," or "solid waste" in CERCLA, RCRA, and the Hazardous Materials Transportation Act, 49 U.S.C. §1801 *et seq.*, and in the regulations promulgated pursuant to said laws; (b) those substances defined as "hazardous wastes" in Section 25117 of the California Health & Safety Code, or as "hazardous substances" in Section 25316 of the California Health & Safety Code, and in the regulations promulgated pursuant to said laws; (c) those substances listed in the United States Department of Transportation Table (49 C.F.R. 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 C.F.R. part 302 and amendments thereto); (d) any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. 1251 *et seq.* (33 U.S.C. 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. 1317); (v) flammable explosives, or (vi) radioactive materials; and (e) such other substances, materials and wastes which are or become regulated under applicable local, state or federal law, or which are classified as hazardous or toxic under federal, state, or local laws.

“Initial Entitlements” means all Discretionary Actions or other actions, permits or approvals determined by the Government Entities or other government agency to be required as a condition of development and construction of the Project, consisting of the following: (1) General Plan Amendment to: (a) change the Regional Center Commercial land use designation of portions of Staples Center to Public Facilities; (b) amend the General Plan Land Use Map for the Central City Community Plan to add a footnote establishing the proposed Convention and Event Center (CEC) Specific Plan as the land use regulatory document for the project, to designate the Convention and Event Center Specific Plan area on the Community Plan Specific Plan area maps and to provide correspondence of the Public Facilities designation with CEC zoning designation, and (c) reclassify a segment of 12th Street as a Local Street; (2) A Vesting Zone Change, including text and map amendments, from PF-4D-O and C2-4D-O to CEC (Convention and Event Center Specific Plan); (3) Establishment of the Convention and Event Center Specific Plan to contain regulations and procedures to satisfy or supersede the applicable provisions of the LAMC; (4) Establishment of a Sign Supplemental Use District; (5) Convention and Event Center Development Agreement; (6) Amendment of the STAPLES Center Development Agreement; (7) Amendment to the Los Angeles Sports and Entertainment District (LASED) Development Agreement to modify the land use restriction for Convention Center Development Site 1a in the Olympic West Subarea; (8) Amendment to the LASED Specific Plan to modify the land use restriction for the Convention Center Expansion Parcel Development Site 1a in the Olympic West subarea upon the completion of the New Hall; (9) Surface, subsurface and airspace vacation of portions of Pico Boulevard, Bond Street and L.A. Live Way and vacation of airspace over portions of 12th Street; (10) Approval of Modified Street designations to the Downtown Street Standards; (11) Design Review approval by the City’s Cultural Affairs Commission; (12) Haul Route Approval; (13) Certification of Environmental Impact Report and the adoption of findings and Statement of Overriding Considerations for ENV-2011-0585-EIR.; and (14) any State governmental legislation, amendments to existing legislation, or other governmental approvals that either Developer or the City determines is required in order to enable such Party to exercise all rights and benefits granted to such Party pursuant to the Signage Agreement.

“Investigation” means any actions including, but not limited to, any observation, inquiry, examination, sampling, monitoring, analysis, exploration, research, inspection, canvassing, questioning, and/or surveying of the Property or any other affected properties, including the air, soil, surface water, and groundwater, and the surrounding population or properties, or any of them, to characterize or evaluate the nature, extent or impact of Hazardous Substances.

“Joint Powers Agreement” means that certain Joint Exercise of Powers Agreement between the City of Los Angeles and the County of Los Angeles Creating an Agency to be known as The Los Angeles Convention and Exhibition Authority, dated as of January 16, 1967, as amended.

“Known” is defined in Section 14.3 of this IA.

“LACC” means, depending on context, the Los Angeles Convention and Exhibition Center itself or the Department of the City that operates and manages the Los Angeles Convention and Exhibition Center.

“L.A. Live” means, for the purposes of this IA, the area developed by AEG north of 11th Street with the exception of the hotels, which shall be a part of the L.A. Live Mello-Roos District, as illustrated on *Attachment No.3*.

“L.A. Live Mello-Roos District” shall have the meaning set forth in the New Hall GFA.

“Law” or “Laws” means all applicable (a) laws, ordinances, orders, judgments, rules, regulations, requirements, mandatory guidelines or directives of any applicable Governmental Entities affecting the development, construction or operation of the Project or any part of the Project, including Environmental Laws and (b) any mitigation plan imposed by any Governmental Entities pursuant to CEQA.

“Lease Revenue Bonds” shall have the meaning set forth in the New Hall GFA.

“LEED” shall have the meaning set forth in Section 6.3.3.

“LEED Checklist” shall have the meaning set forth in Section 6.3.3.

“Macro-Booking Policy” is defined in Subsection 9.1 of this IA.

“Mello-Roos Bonds” shall have the meaning set forth in the New Hall GFA.

“Memorandum of IA” means the Memorandum of Implementation Agreement attached hereto as *Attachment No. 12*.

“Memorandum of Event Center Ground Lease” means the Memorandum of the Event Center Ground Lease attached as an exhibit to the Event Center Ground Lease.

“Memorandum of the New Parking Structures Ground Leases” means the Memorandums of each of the New Parking Structures Ground Leases attached as exhibits to the New Parking Structures Ground Leases.

“Method of Financing” means the Method of Financing attached hereto as *Attachment No. 11*.

“MOU” means the Memorandum of Understanding, between the City and AEG, adopted by the City Council on August 9, 2011.

“New Hall Agreement” means that certain agreement captioned “NEW HALL AGREEMENT” by and among the City of Los Angeles, L.A. Convention Hall, LLC, and Tenant to be entered into at the Closing, as amended.

“New Hall Architect” shall mean Populous, Inc., a Missouri corporation, or such other Person as may from time to time be designated by HallCo to act on its behalf, subject to the approval of the City.

“New Hall Architect Agreement” shall mean the agreement entered into by HallCo with the New Hall Architect, as the same may be amended, modified or supplemented from time to time, in accordance with the terms of this Agreement or the New Hall Agreement.

“New Hall Completion Date” shall mean the date New Hall is Completed.

“New Hall Completion Deadline” is defined in the New Hall Agreement.

“New Hall Construction Agreement” shall mean the New Hall Construction Agreement entered into by and between HallCo with New Hall Construction Contractor, as the same may be amended, modified or supplemented from time to time with the prior written consent of the City in accordance with Section 6.5.2.

“New Hall Construction Contractor” shall mean _____, or such other Person as may from time to time be designated by HallCo to act on its behalf, subject to the approval of the City.

“New Hall Construction Documents” shall mean the construction drawings and specifications prepared by the New Hall Architect or other design professionals for construction of the New Hall.

“New Hall Construction Start Date” shall mean such date as is specified by HallCo pursuant to this Agreement or the New Hall Agreement as the date on which the New Hall Construction Contractor is prepared to start the construction phase. The currently contemplated New Hall Construction Start Date is April 1, 2013.

“New Hall Contract Documents” shall mean collectively: (a) the New Hall Construction Agreement and all exhibits thereto; (b) the New Hall GMP Documents; (c) the New Hall Construction Documents; (d) the General Conditions to the New Hall Construction Agreement;

(e) any executed Change Orders to the New Hall Construction Agreement; (f) all addenda to the New Hall Construction Agreement; (g) all modifications to the New Hall Construction Agreement; and (g) the New Hall Master Project Schedule.

“New Hall Contractor” shall have the meaning set forth in Section 6.2.5

“New Hall Design Documents” shall mean, as applicable, the New Hall Schematic Design Documents and the New Hall Design Development Documents.

“New Hall Defined Minimum Scope of Development” means those requirements to which the New Hall Project is to be designed and constructed as described on *Attachment No. 7* attached hereto.

“New Hall Design Development Documents” means the Design Development Documents for New Hall.

“New Hall Final Project Budget” shall have the meaning set forth in Section 6.4.3.

“New Hall Gap Funding Obligation” means the Developer’s funding obligation as set forth in the New Hall GFA and Section 11.11.3 of this IA.

“New Hall GFA” means that certain agreement captioned "NEW HALL GAP FUNDING AGREEMENT" by and among the Landlord, Tenant, L.A. Parking Structures, LLC, a Delaware limited liability company, and GFA Co-Obligor, to be entered into at the Closing, as amended.

“New Hall GMP” shall mean a guaranteed maximum price for New Hall Work (or designated portions thereof) as set forth in the New Hall Construction Agreement, as further defined in Section 6.4.3.

“New Hall GMP Documents” shall mean those New Hall Construction Documents and other documents developed in accordance with the New Hall Construction Agreement to establish the New Hall GMP.

“New Hall Master Project Schedule” shall mean a master project schedule to be prepared by the New Hall Project Manager for the New Hall Project, as the same may be revised from time to time. A copy of the preliminary New Hall Master Project Schedule will be attached as *Exhibit 2* of the New Hall Agreement to be attached to IA.

“New Hall Non-Construction Default” is defined in Section 10.1.1.

“New Hall Operator” shall mean Los Angeles Convention Center, or such other entity as shall be designated by the City from time to time.

“New Hall Permits” shall mean all licenses, permits and approvals required to be obtained by or on behalf of HallCo in connection with the design and planning of the New Hall prior to the New

Hall Construction Start Date, the construction of the New Hall from and after the New Hall Construction Start Date and the use and occupancy of the New Hall on and as of the Commencement Date. A schedule of New Hall Permits shall be prepared by the New Hall Construction Contractor, and an initial list will be attached hereto as part of *Exhibit 3* to New Hall Agreement to be attached to IA.

“New Hall Project Costs” shall mean those costs and expenses incurred by HallCo in connection with the design, development and construction of the New Hall, as further described in Section 6.4.2, all of which are intended to be paid out of New Hall Project Funds.

“New Hall Project Funds” shall mean those funds available for construction of the New Hall, which will be identified in the New Hall Final Project Budget.

“New Hall Project Manager” shall mean ICON Venue Group, LLC, or such other Person as may from time to time be designated by HallCo to act on its behalf, subject to the approval of the City.

“New Hall Project Manager Agreement” shall mean the agreement entered into by HallCo with the New Hall Project Manager, as the same may be amended, modified or supplemented from time to time, in accordance with the terms of this Agreement or the New Hall Agreement.

“New Hall Schematic Design Documents” shall mean the drawings illustrating the scale and relationship of the various New Hall Project components, which also contain square footage and volume calculations for the building interior spaces, building exterior spaces, as well as major architectural and interior finishes.

“New Hall Site” means the site adjacent to the South Hall of the Convention Center which is the proposed location for the New Hall, as illustrated on Attachment *No. 2*.

“New Hall Work” shall mean the design, engineering and furnishing of all materials, labor, detailing, layout, equipment, supplies, plants, tools, scaffolding, transportation, temporary construction, superintendence, demolition, inspections, and all other services, facilities and items, reasonably necessary for the full and proper performance and completion of the construction requirements set forth in the New Hall Contract Documents, and items reasonably inferable therefore, and consistent therewith for the proper execution and completion of the construction and other services required of New Hall Construction Contractor by the New Hall Contract Documents, whether provided or to be provided by New Hall Construction Contractor or a New Hall Contractor, or any other entity for whom New Hall Construction Contractor is responsible, and whether or not performed or located on or off of the New Hall Site.

“New Parking Structures Ground Leases” means, as the context implies, one or both of those certain lease agreements between L.A. Parking Structures, LLC and the City pursuant to which the City leases to L.A. Parking Structures, LLC, and L.A. Parking Structures, LLC leases from the City, the real property on which the Bond Street Garage and the L.A. Live Way Garage will be constructed, to be entered into at the Closing, as amended.

“New Parking Structures Non-Construction Default” is defined in Section 10.2.1.

“New Parking Structures Site” means the site west of the Event Center Site which is composed of the Bond Street Garage site and the L.A. Live Way Garage site and is the proposed location of the New Parking Structures, as illustrated on the map attached hereto as *Attachment No.2* and more particularly described in the New Parking Structures Ground Leases attached as *Exhibits B-1 and B-2*.

“NFL” means the National Football League.

“NFL Team 1” means the professional NFL football team or any replacement NFL Team holding the Primary Venue Contract (as defined in the Event Center Ground Lease) to play in the Event Center.

“Non-Required Expenditures” is defined in Paragraph of Fof the Method of Financing, attached hereto as *Attachment No 11*.

“Other Agreements” are the Event Center Ground Lease, the Development Agreement, the REA, the New Hall GFA, the Security Agreement, the Signage Agreement, the Gilbert Lindsay Plaza Agreement, the New Hall Agreement, the New Parking Structures Leases, the Temporary Construction License, the Staples Lease Amendment, and such other agreements entered into by the Parties to such documents to complete the Transactions contemplated in this Lease.

“Parties” is defined in the introductory paragraph of this Agreement.

“Permitted Encumbrances” means (a) with respect to the Event Center Site, those title matters set forth on an exhibit attached to the Event Center Ground Lease, (b) with respect to each of the New Parking Structures Sites, those title matters set forth on an exhibit attached to the applicable New Parking Structures Ground Lease.

“Person” means individuals, partnerships, firms, associations, corporations, trusts and any other form of governmental or business entity, and the singular shall include the plural.

“Phase I Investigations” means the Phase I investigation listed in *Attachment No. 13*.

“Private Project” means the Event Center and the New Parking Structures developments.

“Private Project Architect” means Gensler, or such other architectural firm selected by the Developer experienced in the design of sports and event center facilities of the type described Section 7.2 of this IA.

“Private Project Documents” means the design and construction documents for the Private Project.

“Project” means the New Hall, the New Parking Structures and the Event Center and all on-site and off-site improvements constructed or to be constructed in connection therewith.

“Project Labor Agreement” shall have the meaning set forth in Section 6.3.5. **Error! Reference source not found.**

“Project Review Staff” means the City staff from the CAO, the CLA, the Bureau of Engineering, the Convention Center, the Department of Transportation, the Planning Department, the Bureau of Contract Administration and the CRA assigned as planning and project review and, when applicable, approval staff assigned to the Project by the City.

“Property” means the Event Center Site and the New Parking Structures Site for the purposes of Article 16.1 of this IA.

“Proprietary Capacity” is defined in Subsection 15.1.1 of this IA.

“Public Entities” means the City of Los Angeles and the Los Angeles Convention and Exhibition Center Authority.

“Public Items” means those items listed in Paragraph C of the Method of Financing, *Attachment No. 11*.

“Public Project” means the New Hall development.

“REA” means that certain agreement captioned "AMENDED AND RESTATED MASTER RECIPROCAL EASEMENT AGREEMENT," by and among Landlord, Tenant, L.A. Parking Structures, LLC, a Delaware limited liability company, and L.A. Arena Land Company, LLC, a Delaware limited liability company, to be entered into at the Closing, as amended.

“Release(s)” means any releasing, spilling, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping into the environment in violation of or resulting in a violation of applicable Environmental Laws.

“Remediate” and “Remediation” means any of those actions with respect to Hazardous Substances constituting a response or remedial action as defined under Section 101(25) of CERCLA, and similar actions with respect to Hazardous Substances as defined under comparable state and local laws, and/or other cleanup, removal, containment, abatement, recycling, transfer, monitoring, storage, treatment, disposal, closure, restoration or other mitigation or remediation of Hazardous Substances or Releases required by any Environmental Agency or within the purview of any Environmental Laws.

“Reserve Fund” is defined in Section 11.11.

“Restrictions” is defined following Article I of this IA.

“Scope of Development” means the minimum scope of development as set forth in *Attachment No. 6*.

“Security Agreement” means that certain agreement captioned “NEW HALL AND EVENT CENTER SECURITY AGREEMENT” by and among Landlord, Tenant, L.A. Parking Structures, LLC, a Delaware limited liability company, and GFA Co-Obligor, , to be entered into at the Closing, as amended.

“Site” is defined in Section 1.5 of this IA. The initial configuration of the Site is shown on the Site Map, *Attachment No. 2*.

“Site Map” means the map set forth in *Attachment No. 2*.

“Signage Agreement” means that certain agreement captioned “SIGNAGE AND ADVERTISING AGREEMENT” by and between Landlord and L.A. Live Properties, LLC, a Delaware limited liability company, to be entered into at the Closing, as amended.

“Soft Costs” shall have the meaning set forth in Section 6.4.2.1 hereof.

“Staples Center Development Agreement” means that certain development agreement between the City and L.A. Arena Land Company, Inc, dated as of March 26, 1998, Contract No. C-105161, as amended by the Amendment No. 1 to the Development Agreement dated as of June 7, 2003, by and between the City, L.A. Arena Land Company, Inc. and L.A. Arena Funding, LLC, Contract No. C-105161-1.

“Subcontracts” shall be subcontracts entered into by the New Hall Construction Contractor pursuant to the New Hall Construction Agreement with subcontractors, suppliers and materialmen.

“Substantially All Home Games” means, with respect to NFL Team 1, (a) at least 90% of the regular season home games of such team, and (b) all of the playoff home games of such team, excluding games that cannot be played as required by Section 8.5 of the Event Center Ground Lease at the Event Center due to refurbishment of the Event Center or Force Majeure Events.

“Target New Hall Completion Date” shall have the meaning set forth in Section 6.3.1 hereof.

“Target New Hall Project Budget” shall mean the budget for the development and construction of the New Hall Project, as the same may be modified from time to time pending development of the New Hall Final Project Budget, as further referenced in Section 6.4, the total amount of which shall not exceed the sum of Three Hundred Fourteen Million Six Hundred Thousand Dollars (\$314,600,000.00).

“Team Estoppel Certificate” means a written estoppel certificate from NFL Team 1 substantially in the form of *Attachment No. 9*.

“Title Company” means the title company agreed to by the Parties.

“Transactions” means the transactions contemplated by this IA and the Other Agreements.

“Venue Contract” is defined in the Event Center Ground Lease.