

ATTACHMENT NO.8

CLOSING CONDITIONS INSERTS TO IMPLEMENTATION AGREEMENT

Primary Venue Contract(s). City shall have no obligation to convey to Developer any real property interest and shall have no obligation to execute the Event Center Ground Lease until after Developer has submitted to City a fully executed “Primary Venue Contract” (as defined in the Event Center Ground Lease) by and between an NFL Team and Tenant (or an Affiliate of Tenant) (the “Event Center Operator” under the Primary Venue Contract), which Primary Venue Contract shall contain, among other terms and conditions, the following material provisions and requirements (all capitalized terms set forth below not otherwise defined shall have the meanings ascribed to such terms in the Event Center Ground Lease):

1. **Primary Venue Contract Term**. The Primary Venue Contract must be effective as of the Close of Escrow and shall have a term (the “Primary Venue Contract Term”) terminating no earlier than the later of either: (i) thirty (30) years after the Primary Term Commencement Date or (ii) the final maturity date of the last Lease Revenue Bonds originally issued in connection with the construction of the New Hall. In addition, the Primary Venue Contract shall not include any right by the NFL Team to unilaterally elect to terminate the Primary Venue Contract prior to expiration of the Primary Venue Contract Term (i.e., early buyouts, etc.), except as may be permitted in connection with its exercise of customary “default and remedies” provisions which may be contained in the Primary Venue Contract.
2. **NFL Team to Play at EventCenter**. The Primary Venue Contract must require that the NFL Team agrees that from and after the Completion of the EventCenter, it shall play Substantially All Home Games during the remainder of the Primary Venue Contract Term at the EventCenter.
3. **Specific Performance**. The Primary Venue Contract must provide that, among other remedies available to the Event Center Operator in the event of the NFL Team’s default thereunder, the Event Center Operator shall be entitled to seek the remedy of specific performance, together with injunctive relief.
4. **City Taxes**. The Primary Venue Contract must require the NFL Team to agree that applicable City taxes shall be paid on all Event Center-related revenues, including without limitation ticket sales, premium seating, concessions, parking, personal seat license sales, on-site merchandise, sponsorship sales, and local media rights revenue, whether such revenue is collected by the NFL Team, the Event Center Operator or any other person or entity.
5. **Admissions Fee**. The NFL Team must acknowledge and agree that the Event Center Operator shall have the right throughout the Primary Venue Contract Term to impose, collect and retain an admissions fee of not less than 4% on all paid tickets for NFL games held at the EventCenter.

6. **EventCenter Revenues.** The Primary Venue Contract must provide that, as between the Event Center Operator and the NFL Team (taken together with any second NFL Team which may be a party to a second Venue Contract), the Event Center Operator shall be entitled to either collect and retain or to receive (as applicable), revenues from all sources relating to Event Center operations, including without limitation NFL games held at the Event Center, anticipated to be sufficient to pay the reasonably foreseeable operating expenses required to be paid under the Event Center Ground Lease (including without limitation, the payment of Fixed Rent); all as reasonably determined by a qualified, independent third-party consultant retained by the City (the "Independent Consultant").

7. **City as Third-Party Beneficiary and Contractual Relationship with NFL Team(s).** The Primary Venue Contract must expressly name the City as a third-party beneficiary under the Primary Venue Contract. The NFL Team shall also agree to enter into a separate "non-relocation agreement" with the City containing customary and reasonable "non-relocation" protections, together with such other customary and reasonable "SNDA" type provisions, including among other general provisions, the following items:
 - a. A damages provision pursuant to which the NFL Team acknowledges that in the event of its breach, in addition to the remedy of specific performance, the measure of damages that the City (as an express third party beneficiary) would be entitled to seek would include but not be limited to, among other items, damages related to the repayment of the New Hall Lease Revenue Bonds, the loss of incremental Convention Center revenues from all sources that the City would have received but for the breach of the Primary Venue Contract, and the loss of all incremental tax revenues such as, but not limited to, off-site sales taxes, off-site business license taxes, gross receipts taxes, utilities taxes, parking taxes, LACC incremental taxes, and Transient Occupancy Taxes.
 - b. An estoppel certificate regarding the status and effectiveness of the Primary Venue Contract as of the Close of Escrow;
 - c. Representations that the NFL Team has received a complete copy of the Event Center Ground Lease and acknowledges and agrees that the Primary Venue Contract shall be subject and subordinate thereto;
 - d. Acknowledgement and agreement by the NFL Team that in the event of the termination of the Event Center Ground Lease as a result of the Tenant's default thereunder, the City, subject to the rights of any Qualified Leasehold Mortgagees, shall have the right, but not the obligation, subject to customary terms and conditions (such as providing the NFL Team with reasonable evidence that the City or its designee has the ability and expertise required to operate the Event Center), to assume all of the Event Center Operator's rights and obligations under the Primary Venue Contract for the remainder of the Primary Venue Contract Term;

- e. Acknowledgement and agreement by the NFL Team that in the event of an uncured default by the Event Center Operator under the Primary Venue Contract and before the NFL Team has any right to terminate the Primary Venue Contract, the City, subject to the rights of any Qualified Leasehold Mortgagees, shall have the right, but not the obligation, subject to customary terms and conditions (such as providing the NFL Team with reasonable evidence that the City or its designee has the ability and expertise required to operate the Event Center), to assume all of the Event Center Operator's rights under the Primary Venue Contract for the remainder of the Primary Venue Contract Term. If the City elects to assume the Primary Venue Contract, the City would not be obligated to cure any then existing uncured monetary default(s) of the Event Center Operator under the Primary Venue Contract, and would not be required to have any ownership interest in the NFL Team; and
 - f. The parties to the Primary Venue Contract must acknowledge and agree that, for the express benefit of the City: (i) no Material Primary Venue Contract Modification (as defined in the Event Center Ground Lease) may be made without the prior written consent of City (which consent shall not be unreasonably conditioned, denied, or delayed); and (ii) any attempt to make a Material Primary Venue Contract Modification without the prior written consent of City shall have no effect and shall be null and void.
8. **Consistent with Ground Lessee Obligations.** The Primary Venue Contract must not contain any terms or provisions that would be materially inconsistent with any of Tenant's obligations under the Event Center Ground Lease or otherwise materially adversely affect Tenant's ability to comply with its obligations under the Event Center Ground Lease.
9. **Identity of EventCenter Operator.** The Primary Venue Contract must expressly state that, throughout the Primary Venue Contract Term, the Event Center Operator under the Primary Venue Contract shall, for as long as the Event Center Ground Lease is in effect, be either the Tenant under the Event Center Ground Lease or an Affiliate of Tenant.
10. **Other Provisions.** The Primary Venue Contract and any other agreement between the NFL Team and the Event Center Operator (or any of its affiliates) shall not include any terms or conditions which would materially adversely modify, amend, conflict with, or abrogate (or allow the parties thereto to materially adversely modify, amend, conflict with, or abrogate) any of the provisions referenced above in Sections 1 through 9, inclusive.
11. **Second NFL Team.** If the Event Center Operator enters into a Venue Contract with a second NFL Team, such Venue Contract (i) must provide that, as between the Event Center Operator and the second NFL Team (when taken together with the NFL Team which is a party to the Primary Venue Contract), the Event Center Operator shall be entitled to either collect and retain or to receive (as applicable), revenues from all sources relating to Event Center operations,

including without limitation NFL games held at the Event Center, anticipated to be sufficient to pay the reasonably foreseeable operating expenses required to be paid under the Event Center Ground Lease (including without limitation, the payment of Fixed Rent); all as reasonably determined by a qualified, independent third-party consultant retained by the City (the "Independent Consultant"); and (ii) must also include for the benefit of the City the protections listed in Sections 3, 4, 5, 7(b), 7(c), , 8, 9 and 10 above.