

ATTACHMENT NO. 10

TENANT/TEAM CONTRACT OWNER ESTOPPEL CERTIFICATE

Each of the undersigned, [fill in name of current Tenant under Event Center Ground Lease] ("Tenant"), _____ [fill in name of Assignee of Tenant] ("Tenant Assignee"), [fill in name of AEG entity which entered into the Venue Contract] ("Team Contract Owner"), and [fill in name of any assignee of the AEG entity which entered into the Venue Contract ("TCO Assignee")] does hereby certify as of [fill in date] to The City of Los Angeles (the "City"), as follows:¹

1. Team Contract Owner is a party to that certain _____ [fill in name of Venue Contract], dated as of _____, _____ [fill in date], by and among _____ (the "Team") and Team Contract Owner (the "Venue Contract"), pursuant to which the Team is obligated, subject to the satisfaction of certain conditions set forth therein, to play Substantially All Home Games at the Event Center for an initial period which is the later of the 30th anniversary of the Commencement Date or the final maturity date of the last Lease Revenue Bonds originally issued in connection with the construction of the New Hall, subject to extension or renewal (the "Venue Contract Term").

2. The City, as landlord, and Tenant, as tenant, have entered into that certain Event Center Ground Lease dated _____ [fill in date] with respect to the Event Center (the "Ground Lease"). All initially capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Ground Lease.

3. Pursuant to the _____, [Tenant/Tenant Assignee] has the right (a) to enforce the Venue Contract; (b) to cure Team Contract Owner's defaults with respect to the Venue Contract; and (c) to ensure that the Venue Contract will not be either terminated or modified in a manner, or any other agreement entered into, which has the effect of (x) reducing the commitment of the Team to play Substantially All Home Games at the Event Center for the Venue Contract Term, (y) adversely affecting Team Contract Owner's ability to enforce or cure the Venue Contract, or (z) adversely affecting Tenant's ability to (aa) enforce the Venue Contract or Team Contract Owner's covenants regarding the Venue Contract, or (bb) cure Team Contract Owner's defaults with respect to the Venue Contract. **[The rights and obligations of Tenant under the Ground Lease have been assigned by Tenant to Tenant Assignee.] [The rights and obligations of Team Contract Owner under the Venue Contract have been assigned by Team Contract Owner to TCO Assignee.]**

¹ Parties and recitals must be tailored to circumstances. Brackets throughout indicate language most likely to need revision to fit the circumstances, but language not bracketed may need revision as well.

4. **[Except as specifically set forth herein,]** the Venue Contract has been fully executed, is in full force and effect and have not been modified, assigned, supplemented or amended.

5. The Lease are in full force and effect and has not been modified, assigned, supplemented or amended **[except as specifically set forth herein]**.

6. The Venue Contract is the legal, valid and binding obligations of Team Contract Owner and the Team, enforceable against **[Team Contract Owner/TCO Assignee]** and the Team in accordance with their respective terms.

7. The Ground Lease is the legal, valid and binding obligations of **[Tenant/Tenant Assignee]**, enforceable against **[Tenant/Tenant Assignee]** and **[Team Contract Owner/TCO Assignee]** in accordance with their terms. Tenant Assignee hereby expressly assumes the obligations of Tenant imposed by the Venue Contract-related covenants set forth in Section 8.5 of the Ground Lease.

8. **[Except as specifically set forth herein,]** no amounts are presently owed by Team to Team Contract Owner or by Team Contract Owner to Team.

9. The term during which the Team will be obligated to play Substantially All Home Games at the Event Center (i) **[commenced on _____] [will commence on the date on which all conditions set forth in Section _____ of the Team Contract (and [except as set forth below] no additional conditions) have occurred]** (the "Commencement Date"), and (ii) will terminate on the later of the 30th anniversary of the Commencement Date or the final maturity date of the last Lease Revenue Bonds originally issued in connection with the construction of the New Hall, subject to extension or renewal.

10. **[Except as set forth below,]** all conditions and agreements to be satisfied or performed by each of the parties under the Venue Contract on or before the date of this certificate, **[including, without limitation, the payment of any option payments owing by Team Contract Owner to the Team on or before the date of this certificate,]** have been satisfied or performed.

11. To the best of the knowledge of Tenant and Team Contract Owner, **[and except as set forth below]** (a) as of the effective date of this certificate, Team Contract Owner and the Team have fulfilled all of their obligations under the Venue Contract, (b) as of the effective date of this certificate there are no material breaches of the Venue Contract which remain uncured, (c) there are no conditions presently existing which constitute or which would with the passage of time and/or giving of notice constitute a material default under the Venue Contract or would allow the Team to terminate the Venue Contract or exercise any other remedies and (d) there are no defenses, set-offs, recoupments or counterclaims against the enforcement of the Venue Contract by any party thereto.

12. There are no oral or written agreements, understandings or other communications which in any way cancel, abrogate, terminate, modify or affect the obligation of the Team to play at the Event Center or the terms upon which the Team is committed to do so as set forth in the Venue Contract and such Venue Contract is enforceable in accordance with their terms.

13. There are no oral or written agreements, understandings or other communications which in any way cancel, abrogate, terminate, modify or affect the words or the meaning of the Venue Contract or provide any other term or provision affecting or relating to rights of **[Tenant/Tenant Assignee]** to enforce and to cure defaults of **[Team Contract Owner/TCO Assignee]** under the Venue Contract.

[signatures on next page]

IN WITNESS WHEREOF, the undersigned has caused this certificate to be executed by a duly authorized officer as of the date first above written.

"TENANT"

L.A. EVENT CENTER, LLC,
a Delaware limited liability company

By: _____
TIMOTHY J. LEIWEKE
Executive Vice President

Date: _____

"TEAM CONTRACT OWNER"

_____,
a _____

By: _____
Printed Name: _____
Its: _____

"TENANT ASSIGNEE"

_____,
a _____

By: _____
Printed Name: _____
Its: _____