

GILBERT LINDSAY PLAZA USE AGREEMENT

This GILBERT LINDSAY PLAZA USE AGREEMENT (this "Agreement") is made and entered into as of _____, 201_ by and between (i) L.A. Event Center, LLC, a Delaware limited liability company ("EventCo") and L.A. Arena Land Company, LLC, a Delaware limited liability company ("ArenaLandCo", and together with EventCo, "Developer"), and (ii) the City of Los Angeles, a charter city and municipal corporation (the "City"). The City and Developer are sometimes collectively referred to herein as the "Parties" and individually as "Party".

RECITALS

WHEREAS, the City is the owner of that certain real property located in the City and County of Los Angeles, State of California, commonly known as the Los Angeles Convention Center and more particularly described on Exhibit A attached hereto (the "Convention Center" or the "Convention Center Property"). The Convention Center Property is depicted on the site plan attached hereto as Exhibit A-1. The Convention Center Property includes, among other things, that certain public plaza commonly referred to as Gilbert Lindsay Plaza ("GL Plaza"). GL Plaza is depicted on the site plan attached hereto as Exhibit A-1 and is legally described on Exhibit B attached hereto.

WHEREAS, Developer, certain of its Affiliates, and the City are parties to that certain Implementation Agreement (the "Implementation Agreement"), and certain "Other Agreements" (as defined in the Implementation Agreement) pursuant to which (i) a new, state-of-the-art, exhibit hall, meeting rooms and ancillary and supporting spaces ("New Hall") will be developed and constructed by L.A. Convention Hall, LLC ("HallCo") on behalf of the City to replace the spaces, functions, and facilities provided by the existing West Hall of the Convention Center, which is intended to be undertaken by HallCo, (ii) an event center, which will consist of a stadium sufficient to accommodate a National Football League ("NFL") team, concerts and other sports and entertainment uses, meeting and exhibit space ("Event Center"), will be developed, constructed and operated by EventCo, and (iii) two new parking structures ("New Parking Structures") will be developed, constructed and operated by ParkingCo to provide parking for the Event Center, the Convention Center and the existing Staples Center arena;

WHEREAS, Developer, certain of its Affiliates, and the City are parties to that certain Amended and Restated Master Reciprocal Easement Agreement of substantially even date herewith (the "REA"), pursuant to which, among other things, the City, as the owner of the parcel on which the GL Plaza is located, has granted to each of the Event Center Parcel and the Staples Center Parcel a non-exclusive easement across GL Plaza, all on the terms set forth in the REA. The Parties intend for this Agreement to memorialize their agreements concerning the Parties' various rights and obligations with respect to the use and operation of GL Plaza. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Implementation Agreement;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the recitals set forth above and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Use of GL Plaza.** Subject to the terms and conditions of this Agreement, the Parties hereto shall share the use of GL Plaza; it being acknowledged and agreed that the rights granted to Developer in this Agreement shall be in consideration for Developer's agreement to improve GL Plaza pursuant to and in accordance with Section 6 below. In order to properly manage and control the booking and orderly use of GL Plaza, LACC, on behalf of the City, shall keep (for the benefit of both Parties) a master calendar of all events scheduled to occur within GL Plaza. The Parties' use of GL Plaza shall be in accordance with Article IX of the Implementation Agreement (which article is titled "Campus Operation and Cooperation Policy"), and all future policies adopted pursuant to such Article IX (such Article IX and all future policies adopted pursuant thereto shall be collectively referred to herein as "Macro Booking Policy"); provided, however, that notwithstanding Developer's right to the use of GL Plaza hereunder, unless otherwise specifically agreed by the Parties, Developer's use shall not preclude LACC patrons from crossing GL Plaza to and from the north of GL Plaza to and from the Convention Center.

2. **Priority Use.** The following uses shall constitute "Priority Uses" and shall have priority over the uses described in Section 3 below. The Priority Uses are set forth in order of priority, such that, the Priority Uses described in Section 2.1 shall have Priority over the Priority Uses described in Sections 2.2 and 2.3, and the Priority Uses described in Section 2.2 shall have priority over those described in Section 2.3.

2.1 **NFL Games.** Developer shall have the exclusive right to the use of GL Plaza in connection with all NFL games held at the Event Center. Developer's right to the use of GL Plaza shall include the actual time during which the NFL game occurs together with the forty-eight (48) hour period immediately prior to the commencement of the NFL game and the twenty-four (24) hour period immediately following the conclusion of the NFL game; provided, however, that in order to accommodate the City's use of GL Plaza in connection with certain extraordinary LACC events occurring at the Convention Center from time to time (such as the LA Auto Show), the Developer shall reduce its pre-and post-game use of GL Plaza when required by such extraordinary LACC events, and, as shall be more specifically set forth in the Macro Booking Policy, the Parties shall work together in good faith to coordinate their shared use of GL Plaza in such event. Notwithstanding Developer's right to the use of GL Plaza hereunder, unless otherwise specifically agreed by the Parties, Developer's use shall not preclude LACC patrons from crossing GL Plaza to and from the north of GL Plaza to and from the Convention Center.

2.2 **City Wide Conventions.** The City shall have the exclusive right to the use of GL Plaza in connection with all "City Wide Conventions" (as defined in Section 43.4 of the Event Center Ground Lease).

2.3 **Major Event Center Events.** Developer shall have the exclusive right to the use of GL Plaza in connection with all events at the Event Center where the anticipated attendance is

anticipated to exceed 50,000 patrons ("Major Event Center Event"). Developer's right to the use of GL Plaza shall include the actual time during which the Major Event Center Event occurs together with the forty-eight (48) hour period immediately prior to the commencement of the Major Event Center Event and the twenty-four (24) hour period immediately following the conclusion of the Major Event Center Event; provided, however, that in order to accommodate the City's use of GL Plaza in connection with certain extraordinary LACC events occurring at the Convention Center from time to time (such as the LA Auto Show), the Developer shall reduce its pre-and post-game use of GL Plaza when required by such extraordinary LACC events, and, as shall be more specifically set forth in the Macro Booking Policy, the Parties shall work together in good faith to coordinate their shared use of GL Plaza in such event.

3. **Other Uses.** The following uses shall constitute "Other Uses". Other Uses may be held at GL Plaza so long as such Other Use does not conflict with a Priority Use. The Other Uses shall be held from time to time at GL Plaza on a "first come-first serve" basis, and to the extent feasible, the Parties may conduct multiple Other Uses within portions of GL Plaza simultaneously.

3.1 **Convention Center Events (other than City Wide Conventions).** The City shall have the right to the use of GL Plaza in connection with all events held at the LACC (other than City Wide Conventions).

3.2 **Arts Program Events.** Developer shall have the right to the use of GL Plaza in connection with events and programs sponsored or promoted by Developer in connection with or pursuant to Developer's Arts Program obligations under the Event Center Development Agreement.

3.3 **Event Center or Staples Center Events.** Developer shall have the right to the use of GL Plaza in connection with all events held at either the Event Center or Staples Center (other than NFL games or Major Event Center Events), as applicable.

3.4 **General Public Use.** On all days when GL Plaza is not used for a Priority Use or one of the Other Uses described in Sections 3.1, 3.2, and 3.3, GL Plaza shall be open to the general public for use as open space.

4. **Use and Operation of GL Plaza During Exclusive Use.**

4.1 **Exclusive Services.** In connection with all uses of GL Plaza other than in connection with NFL games, Major Event Center Events, or all other events produced by Developer or any of its Affiliates, LACC shall be the exclusive provider for all utility services provided in GL Plaza. Exclusive services shall include all electrical, plumbing, telecom, and "hard wired" data/internet services. Both Parties shall cause any non-affiliated third parties hosting or promoting events within GL Plaza to enter into a standard and customary licenses agreement with the applicable Party soliciting such third party pursuant to which such third party agrees, among other things, to provide such insurance as may be requested by the applicable Party, and to pay such costs and charges in connection with its use of GL Plaza as may be requested to be paid by the applicable Party.

4.2 **Operating Costs and Expenses.** Each Party shall be solely responsible for 100% of the operating costs and expenses incurred in connection with its respective use of GL Plaza, and shall be entitled to retain 100% of all revenues derived from such use, including without limitation (except only as set forth in Section 4.1 above), all food and beverage, retail, merchandising and all other revenue generated from any other source in connection with such Party's use. Except only as set forth in Section 4.1 above, each Party shall have the right to select and retain such vendors, concessionaires and other parties as may be desired by such Party in its sole discretion in connection with its use of GL Plaza.

5. **On-Going Maintenance and Operation of GL Plaza.**

5.1 **Maintenance.** Except as otherwise provided herein, and subject to reimbursement by Developer, the City shall be responsible for all on-going maintenance and repair of GL Plaza. The City shall maintain GL Plaza in good condition at all times. All improvements repaired or replaced by the City shall be repaired or replaced with materials, equipment, apparatus and facilities of quality equal or superior to the quality of the materials, equipment, apparatus and facilities repaired or replaced and so as to maintain the architectural and aesthetic quality as well as the physical condition of the improvements as a whole. The City's responsibilities under this Section shall include but not be limited to the following:

(a) **Paved Areas.** Maintaining all sidewalks, driveways, delivery areas, curbs and other surface areas of GL Plaza and public sidewalks in a smooth and evenly covered condition, including, without limitation, cleaning, sweeping, repainting, repairing and resurfacing, using surfacing material of a quality equal or superior to the original surfacing material.

(b) **Debris and Refuse.** Removal of all papers, debris and refuse and washing or sweeping surfaces to the extent necessary to keep GL Plaza in a clean and orderly condition.

(c) **Signs and Markers.** Placing, installing, keeping in repair, replacing, relamping and repainting any appropriate identity and directional signs, markers and graphics for the Project or any Plaza.

(d) **Lighting.** Operating, keeping in repair, cleaning and replacing when necessary such lighting facilities as may be reasonably required in GL Plaza.

(e) **Landscaped Areas.** Cleaning and maintaining all landscaped areas, repairing automatic sprinkler systems or water lines, weeding, pruning, fertilizing and replacing shrubs and other landscaping in GL Plaza as necessary.

(f) **Fire and Life Safety Systems.** Repairing and maintaining in good operating order all fire detection, warning, suppression systems and apparatus and all life safety systems constituting part of GL Plaza. Nothing in the foregoing, however, shall be deemed to require any Owner to install, monitor or manage a particular type of fire or life safety system(s), or to install, operate, manage or maintain any fire or life safety systems beyond the systems required by applicable laws and regulations.

(g) Utilities. Maintaining, cleaning, repairing and replacing any and all Utility systems constituting part of GL Plaza.

(h) Obstructions. Keeping GL Plaza free from obstructions not required or permitted hereunder.

(i) Legal Requirements. Complying with all Legal Requirements pertaining to GL Plaza and performing any repairs, alterations or additions required to be made to, or safety appliances and devices or personnel required to be maintained in or about, GL Plaza.

5.2 Reimbursement by Developer. The maintenance and operating expenses incurred by the City hereunder shall be equitably allocated based upon use by the City and Developer, or such other formula as the Parties may agree upon; provided, however, that Developer agrees that the nature of its use of GL Plaza (and not just the period of time of such use) shall be taken into account by the Parties in determining an equitable allocation. The Parties shall cooperate with each other to determine and reevaluate such allocation from time to time upon request by either Party, but not less frequently than on an annual basis. Developer shall pay its share of such costs to the City within thirty (30) days after receipt of a statement from the City showing the amount payable by Developer (determined in accordance with this Section) together with appropriate supporting information. All invoices shall be subject to audit by Developer.

5.3 Use By Parties. Notwithstanding anything in this Section 5 to the contrary, in connection with any use of GL Plaza by any Party, such Party shall at the end of each such use, at such Party's sole cost and expense, repair any damage and otherwise cause GL Plaza to be cleaned, with all trash and debris removed, and otherwise restored to its original condition existing prior to such use.

6. Initial Construction Costs. In connection with Developer's construction of New Hall, Developer shall at its expense make certain improvements to GL Plaza substantially consistent with the improvements shown on Exhibit C attached hereto and made a part hereof. The estimated budget for the cost of the GL Plaza improvements is anticipated to be approximately \$10,000,000, of which the Parties intend that approximately between \$2,000,000 and \$3,000,000 will be funded from available Proposition 1C funds and approximately between \$2,000,000 and \$3,000,000 will be funded through the application of the Arts Fee that Developer will be obligated to pay in connection with the Project.

7. Capital Expenditures. On an annual basis during the Term, all as will be set forth in greater detail in the Macro Booking Policy, the Parties shall mutually agree upon a capital expenditure budget (the "Annual Cap Ex Budget") pursuant to which the Parties shall be responsible for their respective fair share of capital expenses required to be incurred from time to time in connection with the on-going refurbishment of GL Plaza. The Annual Cap Ex Budget shall be funded by a capital expense reserve fund to be established by the Parties (the "Cap Ex Reserve Fund") which is anticipated to be funded by the imposition of a user fee or similar charge upon users of GL Plaza in connection with events held by the Parties in GL Plaza. Each Party shall be responsible for administering, collecting and depositing into the Cap Ex Reserve Fund such fees or charges collected in connection with its respective use of GL Plaza. Funds in

the Cap Ex Reserve Fund shall be disbursed by the City from time to time pursuant to the Annual Cap Ex Budget in consultation with the Developer in order to maintain GL Plaza in the condition required hereunder.

8. **Option to Lease Portion of GL Plaza.** Developer shall have the right, exercisable in its sole discretion at any time during the Term, to lease from the City a portion of GL Plaza in the general vicinity of that cross-hatched on Exhibit D attached hereto and made a part hereof; provided, however, the exact location of the Corner Café Parcel shall be subject to the City's approval, not to be unreasonably withheld (the "Corner Café Parcel") for the purpose of constructing and operating a restaurant/café facility (the "Restaurant/Café Facility"). Developer's lease of the Corner Café Parcel shall be at an annual fair market rent (the "Corner Café Parcel Ground Rent") and on such other terms and conditions regarding the lease of the Corner Café Parcel as shall be mutually agreed upon by the Parties. In the event Developer ground leases the Corner Café Parcel as provided herein, (i) Developer shall be responsible for 100% of the cost and expense of constructing, operating and maintaining the Restaurant/Café Facility and Corner Café Parcel and shall be entitled to retain 100% of all revenues derived therefrom, and (ii) the Corner Café Parcel Ground Rent payable by Developer shall be deemed an additional "Enumerated Source" as defined in that certain Gap Funding Agreement dated of even date herewith and entered into by and among the City, Developer, and LA Parking Structures, LLC.

9. **Easement.** Pursuant to the terms of the REA, the City has granted to each of the Event Center Parcel and the Staples Center Parcel a non-exclusive easement across GL Plaza. In connection with the closing of Escrow No. _____ (the "Close of Escrow") by the "Escrow Company" pursuant to the Implementation Agreement, the REA shall be executed, acknowledged and recorded in the Official Records of Los Angeles County, California. Developer and its Affiliates and their respective Permittees shall have all reasonable rights of access to GL Plaza as provided in the REA at all times as are necessary in furtherance of the rights and obligations of the Parties under this Agreement; provided, however, that Developer agrees that in no event shall it use GL Plaza more than fifty percent (50%) of the time.

10. **Term.** The term (the "Term") of this Agreement shall commence upon the Commencement of Construction of New Hall (all as defined in the Implementation Agreement), provided, that Developer's rights to the use of GL Plaza shall not commence until Developer has completed its initial improvement of GL Plaza pursuant to Section 6 above, and shall expire upon the last to expire or otherwise terminate of the Event Center Ground Lease or the Arena Ground Lease.

11. Miscellaneous.

11.1 Notice. Any notice pursuant to this Agreement shall be given in writing by (a) personal delivery, (b) reputable overnight delivery service with proof of delivery, or (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested, sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith. Any notice so given shall be deemed to have been given upon receipt or refusal to accept delivery. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant to this Agreement shall be as follows:

If to Developer: L.A. Event Center, LLC
800 West Olympic Boulevard
Suite 305
Los Angeles, California 90015
Attention: Theodore Fikre, Esq.

and

L.A. Arena Land Company, LLC
800 West Olympic Boulevard
Suite 305
Los Angeles, California 90015
Attention: Theodore Fikre, Esq.

If to City: City of Los Angeles
Office of the Chief Legislative Analyst
200 North Spring Street, Suite 255
Los Angeles, CA 90012
Attention: Chief Legislative Analyst

City of Los Angeles
Office of the City Administrative Officer
200 North Main Street
Los Angeles, CA 90012
Attention: City Administrative Officer

Los Angeles Convention Center
1201 South Figueroa Street
Los Angeles, CA 90015
Attention: Convention Center General Manager

With copies to: City of Los Angeles
Office of the City Attorney
200 North Main Street
Los Angeles, CA 90012

Attention: Asst. City Attorney
Real Estate and Economic Development

City of Los Angeles
Office of the Mayor
200 North Main Street
Los Angeles, CA 90012
Attention: Deputy Mayor for Economic Development

11.2 **Effect of Agreement.** This Agreement is being entered into with, and is subject to the terms and conditions of, the REA. In the event the terms of this Agreement conflict with the terms of the REA, so long as this Agreement remains in full force and effect, the terms of this Agreement shall supersede the terms of the REA and shall govern the rights and obligations of the Parties.

11.3 **Intentionally Omitted.**

11.4 **Approval of Uses.** The Parties shall cooperate with each other in all aspects of obtaining the permits, entitlements, and approvals necessary for the uses contemplated in this Agreement. Notwithstanding anything to the contrary in this Agreement, the City shall retain any and all of its governmental authority for the approval or disapproval of any permits, entitlements or other approvals necessary for the uses contemplated in this Agreement.

11.5 **Assignment.** Neither Party may assign its rights hereunder without the consent of the other, except that any of the following assignments shall be permitted without the consent of the City: (a) Developer shall have the right to assign some or all of its respective rights hereunder to an Affiliate, and (b) Developer may collaterally assign its rights hereunder to a lender in connection with a financing; provided, however, that Developer may assign some or all of its rights hereunder to a purchaser of all or substantially all of the assets of either the Event Center or STAPLES Center provided that Developer obtains the prior written consent of the City, which consent may be withheld only on the basis of the proposed assignee's character or financial capability as reasonably determined by the City. Notwithstanding the foregoing assignment provisions, in the event of any assignment, Developer shall remain liable for its obligations under this Agreement, and shall indemnify the City from any loss or liability resulting from any such assignment.

11.6 **Non-Liability of Officials, Employees and Agents.** No member, official, employee or agent of the City shall be personally liable to Developer, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to Developer or on any obligation under the terms of this Agreement.

11.7 **Parties Not Co-Venturers.** Nothing in this Agreement is intended to or does establish the Parties as partners, co-venturers, or principal and agent with one another.

11.8 **Indemnity.** Except for the active negligence, fraud, intentional or willful misconduct of the City, Developer undertakes and agrees to indemnify, hold harmless and defend (by counsel reasonably satisfactory to the City) the City, its council members, officers, employees, agents, from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, reasonable attorney's fees and costs of litigation, damage or liability of any nature whatsoever, as a result of or arising out of, or in any way connected with, any use of, or entry onto, GL Plaza by Developer.

Except for the active negligence, fraud, intentional or willful misconduct of Developer, the City undertakes and agrees to indemnify, hold harmless and defend (by counsel reasonably satisfactory to Developer) Developer, its affiliates, officers, employees, agents, from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, reasonable attorney's fees and costs of litigation, damage or liability of any nature whatsoever, as a result of or arising out of, or in any way connected with, any use of, or entry onto, GL Plaza by the City.

11.9 **Attorney Fees.** Subject to Section 11.8 above, in the event of litigation or other legal process between the Parties to enforce this Agreement, each Party shall bear its own attorney's fees and costs.

11.10 **Modifications.** This Agreement cannot be changed orally, and no executory agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such executory agreement is in writing and is signed by the Party against whom enforcement of any waiver, change, modification or discharge is sought.

11.11 **Entire Agreement.** Except for the REA, this Agreement, including the exhibits hereto, contains the entire agreement between the Parties hereto pertaining to the subject matter hereof and fully supersedes all prior written or oral agreements and understandings between the Parties pertaining to such subject matter.

11.12 **Counterparts.** This Agreement may be executed in counterparts, all such executed counterparts shall constitute the same agreement, and the signature of any Party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

11.13 **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect; provided that the invalidity or unenforceability of such provision does not materially adversely affect the benefits accruing to any Party hereunder.

11.14 **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

12. **Ordinance Mandated Provisions.**

12.1 **Attached Ordinance Provisions.** The parties to this Agreement hereby acknowledge that the City of Los Angeles Administrative Code contains various ordinances that

mandate certain provisions in certain types of agreements to which City is a party. Some of such ordinances are codified in the following City of Los Angeles Administrative Code Sections:

- (a) Section 10.8 (Mandatory Provisions Pertaining to Non-discrimination in Employment in the Performance of City Contracts), including without limitation Section 10.8.2 (Non-discrimination clause), Section 10.8.2.1 (Equal Benefits Ordinance), Section 10.8.3 (Equal Employment Practices Provisions), and Section 10.8.4 (Affirmative Action Program Provisions), all of which are set forth in Exhibit E-1.
- (b) Section 10.10 (Child Support Assignment Orders), which is set forth in Exhibit E-2.
- (c) Section 10.36 (Service Contractor Worker Retention), which is set forth in Exhibit E-3.
- (d) Section 10.37 (Living Wage), which is set forth in Exhibit E-4.
- (e) Section 10.40 (Contractor Responsibility Program), which is set forth in Exhibit E-5.
- (f) Section 10.41 (Regulations Regarding Participation in or Profits Derived from Slavery by any Company Doing Business with the City), which is set forth in Exhibit E-6.
- (g) Section 10.44 (First Source Hiring), which is set forth in Exhibit E-7.
- (h) Section 10.45 (Public Infrastructure Stabilization Ordinance), which is set forth in Exhibit E-8.
- (i) Section 10.47 (Local Business Preference Program), which is set forth in Exhibit E-9.

The parties agree that the applicability of the above-referenced Administrative Code Sections to this Agreement will need to be determined from time to time during the Term, and such determination shall be made in accordance with and pursuant to such Administrative Code Sections, the rules and regulations, if any, promulgated therefor, all judicial and /or regulatory determinations interpreting, administering, and/or applying in any way to such Administrative Code Sections or the enforcement thereof. To the extent any of the Administrative Code Sections listed above is determined to be applicable to this Agreement: (i) this Agreement shall be subject to such Administrative Code Section, as amended, (ii) Developer shall comply, and to the extent required by such ordinance, ensure compliance with all applicable obligations and requirements set forth in such Administrative Code Section, as amended; and (iii) to the extent such Administrative Code Section requires inclusion in this Agreement certain language or provision, the parties hereto agree that such language/provision shall be deemed included in this Agreement (with the appropriate adjustment for defined terms) and shall have the same effect as if it were fully set forth in this Section 12.

To the extent that Section 10.10 (Child Support Assignment Order) of the Administrative Code: (i) is applicable to this Agreement and (ii) contains terms and provisions that conflict with terms and provisions of this Agreement, the terms and provisions of Section 10.10 of the Administrative Code shall govern.

12.2 **Tax Registration Certificates And Tax Payments.** This Section 12 is applicable where Developer is engaged in business within the City of Los Angeles and Developer is required to obtain a Tax Registration Certificate ("TRC") pursuant to one or more of the following article (collectively "Tax Ordinances") of Chapter II of the Los Angeles Municipal Code: Article 1 (Business Tax Ordinance) [section 21.00, et seq.], Article 1.3 (Commercial Tenant's Occupancy Tax) [section 21.3.1, et seq.], Article 1.7 (Transient Occupancy Tax) [section 21.7.1, et seq.], Article 1.11 (Payroll Expense Tax) [section 21.11.1, et seq.], or Article 1.15 (Parking Occupancy Tax) [section 21.15.1, et seq.]. Prior to the execution of this Agreement, or the effective date of any extension of the Term or renewal of this Agreement, Developer shall provide to the City Administrative Officer proof satisfactory to the City Administrative Officer that Developer has the required TRCs and that Developer is not then currently delinquent in any tax payment required under the Tax Ordinances. City may terminate this Agreement upon thirty (30) days' prior written notice to Developer if City determines that Developer failed to have the required TRCs or was delinquent in any tax payments required under the Tax Ordinances at the time of entering into, extending the Term of, or renewing this Agreement. City may also terminate this Agreement upon ninety (90) days prior written notice to Developer at any time during the Term of this Agreement if Developer fails to maintain required TRCs or becomes delinquent in tax payments required under the Tax Ordinances and Developer fails to cure such deficiencies within the ninety (90) day period (in lieu of any time for cure provided in this Agreement, if any).

[signature page to follow]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

THE CITY:

CITY OF LOS ANGELES

By: _____
Name: _____
Title: _____

Approved as to Form:
Attest:
CARMEN A. TRUTANICH
CITY ATTORNEY

June Lagmay, City Clerk

By: _____
[Name]
Assistant/Deputy City Attorney

By: _____
Deputy

“DEVELOPER”

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

By: _____
Name: _____
Title: _____

L.A. ARENA LAND COMPANY, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

Exhibit A

Convention Center Legal Description

Convention Center Remainder Parcel:

See attached.

LEGAL DESCRIPTION

CONVENTION CENTER PARCEL

Parcel A

A portion of Lot 1 of Tract No. 28165, in the City of Los Angeles, County of Los Angeles, State of California as shown on the map filed in Map Book 814, Pages 66 through 69, inclusive, Records of said County, and portions of Trenton Street South, 90.00 feet and 116.00 feet wide, as shown on said Tract No. 28165 and now vacated by (Council File No. 82-1136 of said City) Resolution No. 90-01558 of said City, on file in the Office of the City Clerk of said City, and recorded August 16, 1990 as Instrument No. 90- 1426183, Official Records of said County, lying southwesterly of the following described line:

Beginning at a point on the northeasterly line of said Lot 1, distant thereon South 61°40'12" East 652.41 feet from the northwesterly terminus of said line shown as "South 61°51'43" East 666.02 feet" on said Tract No. 28165; thence South 28°19'48" West 44.47 feet to the beginning of a curve concave northerly and having a radius of 105.00 feet; thence southwesterly, westerly and northwesterly 138.02 feet along said curve through a central angle of 75°18'41"; thence North 76°21'31" West 33.23 feet to the beginning of a curve concave southerly and having a radius of 43.00 feet; thence westerly 29.66 feet along said curve through a central angle of 39°31'13"; thence on a non-tangent line South 61°21'38" East 162.17 feet; thence North 28°38'22" East 31.50 feet; thence South 61°21'38" East 34.73 feet; thence South 28°38'22" West 31.50 feet; thence South 61°21'38" East 32.62 feet; thence South 28°36'56" West 269.35 feet and the True Point of Beginning; thence South 61°37'17" East 63.37 feet; thence North 73°42'51" East 60.45 feet, to the beginning of a non-tangent curve concave westerly, having a radius of 161.60 feet and to which beginning a radial line bears North 72°48'41" East; thence southwesterly along said curve 192.17 feet through a central angle of 68°08'12"; South 50°56'54" West 21.38 feet; thence South 66°59'51" West 3.62 feet; thence South 16°22'02" East 118.05 feet to the beginning of a non-tangent curve, concave westerly,

PSOMAS

1 having a radius of 25.60 feet and to which beginning a radial line bears North 52°49'38"
2 East; thence southerly along said curve 40.42 feet through a central angle of 90°28'02";
3 thence along a non-tangent line, South 28°38'02" West 53.63 feet; thence North
4 61°21'58" West 10.57 feet; thence South 28°38'02" West 20.15 feet; thence South
5 61°21'58" East 10.57 feet; thence South 28°38'02" West 43.44 feet; thence North
6 61°21'58" West 10.57 feet; thence South 28°38'02" West 20.15 feet; thence South
7 61°21'58" East 10.57 feet; thence South 28°38'02" West 43.52 feet; thence North
8 61°21'58" West 10.57 feet; thence South 28°38'02" West 21.15 feet; thence South
9 61°21'58" East 10.57 feet; thence South 28°38'02" West 106.52 feet to the southwesterly
10 line of said Lot 1.

11
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13 Excepting therefrom that portion of said Lot 1 lying northwesterly and northeasterly of
14 the following described line:

15

16 Beginning at a point on the northwesterly line of said Lot 1, distant thereon South
17 28°31'52" West 800.07 feet from the northwesterly terminus of said line shown as
18 "North 28°21'02" East 927.28 feet" on said Tract No. 28165; thence South 61°21'58"
19 East 777.22 feet to a Point "A"; thence North 28°38'02" East 261.42 feet; thence North
20 61°21'58" West 7.10 feet; thence North 28°38'02" East 123.14 feet; thence South
21 61°21'58" East 15.97 feet; thence North 28°38'02" East 355.54 feet; thence North
22 61°27'12" West 73.04 feet; thence North 28°32'48" East 84.42 feet to the northeasterly
23 line of said Lot 1.

24
25

26 Also excepting therefrom that portion of said Lot 1 lying northwesterly of the following
27 described line:

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29 Beginning at the abovementioned Point "A", thence South 28°38'02" West 200.40 feet to
30 the southwesterly line of said Lot 1.

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PSOMAS

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Parcel B

PARCEL 1 OF OFFICIAL MAP NO. 2, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, RECORDED ON JUNE 14, 1989 AS INSTRUMENT NO. 89-958587, IN BOOK 5 PAGES 38 TO 40 OF OFFICIAL MAPS.

EXCEPT FROM SAID PARCEL 1 THAT PORTION THEREOF DESCRIBED AS "PARCEL S-1 AND S-3" IN GRANT DEED TO THE STATE OF CALIFORNIA RECORDED MARCH 1, 1994 AS INSTRUMENT NO. 94-415105, OF OFFICIAL RECORDS.

Parcel H

(PARTIAL LOTS ALONG WEST BOUNDARY OF SOUTH HALL)

PARCEL H-1:

THOSE PORTIONS OF LOTS 3, 6, 8, 10, 12 AND 14 IN BLOCK 2 OF WRIGHT'S SUBDIVISION OF THE SISTERS OF CHARITY TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 5 PAGE 431 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; TOGETHER WITH THAT PORTION OF THAT CERTAIN ALLEY (12.00 FEET WIDE) IN SAID CITY, COUNTY AND STATE, ADJOINING LOTS 3 AND 6 IN BLOCK 2 AND AS SHOWN ON SAID WRIGHT'S SUBDIVISION, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE SOUTHERLY TERMINUS OF THAT CERTAIN CURVE IN THE PARCEL OF LAND ACQUIRED BY THE STATE OF CALIFORNIA BY DEED RECORDED IN BOOK 55833 PAGE 47 OF OFFICIAL RECORDS IN SAID OFFICE, DESCRIBED THEREIN AS HAVING A RADIUS OF 155.00 FEET AND ARC DISTANCE OF 2.02 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 0 DEGREES 20 MINUTES 03 SECONDS AN ARC DISTANCE OF .90 FEET A RADIAL LINE TO THE BEGINNING OF SAID CURVE BEARS SOUTH 87 DEGREES 18 MINUTES 55 SECONDS EAST AS SHOWN ON OFFICIAL MAP NO. 2 RECORDED IN BOOK 5 PAGES 38-40 OF OFFICIAL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID

P S O M A S

1 COUNTY TO A NON TANGENT LINE THAT IS PARALLEL WITH AND DISTANT 45.00
2 FEET SOUTHEASTERLY FROM A LINE THAT BEARS SOUTH 27 DEGREES 37
3 MINUTES 46 SECONDS WEST AND PASSES THROUGH A POINT IN THE CENTER LINE
4 OF PICO BOULEVARD (VARIOUS IN WIDTH) SAID POINT BEING DISTANT THEREOF
5 SOUTH 61 DEGREES 33 MINUTES 15 SECONDS EAST 28.39 FEET FROM THE
6 INTERSECTION OF THE CENTER LINE OF SAID PICO BOULEVARD WITH THE
7 CENTER LINE OF SENTOUS STREET, SAID INTERSECTION AS SHOWN ON SAID
8 OFFICIAL MAP; THENCE ALONG SAID PARALLEL LINE SOUTH 27 DEGREES 37
9 MINUTES 46 SECONDS WEST 277.86 FEET TO A POINT IN A NON-TANGENT CURVE
10 CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 165.00 FEET AS RECITED
11 IN THE DEED TO THE STATE OF CALIFORNIA, RECORDED MARCH 15, 1957 AS
12 INSTRUMENT NO. 2228 OF OFFICIAL RECORDS OF SAID COUNTY, (FOR PURPOSES
13 OF THIS DESCRIPTION, SAID CURVE SHALL HAVE A RADIUS OF 164.78 FEET) A
14 RADIAL LINE BEARS FROM SAID POINT SOUTH 42 DEGREES 59 MINUTES 14
15 SECONDS EAST; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A
16 CENTRAL ANGLE OF 4 DEGREES 34 MINUTES 20 SECONDS, AN ARC DISTANCE OF
17 13.15 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE
18 NORTHWESTERLY HAVING A RADIUS OF 184.75 FEET; THENCE NORTHEASTERLY
19 ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 23 DEGREES 57 MINUTES
20 12 SECONDS, AN ARC DISTANCE OF 77.23 FEET; THENCE TANGENT TO SAID CURVE
21 NORTH 27 DEGREES 37 MINUTES 54 SECONDS EAST 103.58 FEET TO THE MOST
22 WESTERLY CORNER OF THE LAND DESCRIBED IN THE STATE OF CALIFORNIA
23 RELINQUISHMENT NO. 745 RECORDED MAY 7, 1970 AS INSTRUMENT NO. 1711 IN
24 BOOK R-3414 PAGE 358 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG
25 THE BOUNDARIES OF SAID RELINQUISHMENT AS FOLLOWS: NORTH 27 DEGREES
26 33 MINUTES 45 SECONDS EAST 20.36 FEET AND NORTH 03 DEGREES 10 MINUTES 56
27 SECONDS WEST 11.41 FEET TO A POINT IN A NON-TANGENT CURVE CONCAVE
28 NORTHWESTERLY HAVING A RADIUS OF 159.96 FEET, A RADIAL LINE FROM SAID
29 POINT BEARS NORTH 66 DEGREES 27 MINUTES 01 SECONDS WEST; THENCE
30 NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 20
31 DEGREES 51 MINUTES 54 SECONDS, AN ARC DISTANCE OF 58.25 FEET; TO THE
32 POINT OF BEGINNING.

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PARCEL H-2:

PSOMAS

1 THOSE PORTIONS OF LOTS 20, 21, 22 AND 23 IN BLOCK 2 OF WRIGHT'S
2 SUBDIVISION OF THE SISTERS OF CHARITY TRACT, IN THE CITY OF LOS ANGELES,
3 COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN
4 BOOK 5 PAGE 431 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY
5 RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

6
7 BEGINNING AT THE INTERSECTION OF THE NORTH EASTERLY LINE OF SAID LOT
8 21 AND THE NORTHWESTERLY LINE OF WRIGHT STREET. FOR THE PURPOSE OF
9 THIS DEED WRIGHT STREET BEARS NORTH 27 DEGREES 32 MINUTES 36 SECONDS
10 EAST; THENCE SOUTH 68 DEGREES 22 MINUTES 04 SECONDS WEST 3.46 FEET TO A
11 NON-TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 29.50
12 FEET, THENCE FROM A TANGENT BEARING SOUTH 60 DEGREES 33 MINUTES 14
13 SECONDS WEST, WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE
14 OF 27 DEGREES 55 MINUTES 49 SECONDS AN ARC DISTANCE OF 14.38 FEET TO A
15 POINT OF A REVERSE CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS
16 OF 40.50 FEET, A RADIAL LINE OF SAID REVERSE CURVE THROUGH SAID POINT
17 BEARS NORTH 01 DEGREES 30 MINUTES 57 SECONDS WEST; THENCE
18 SOUTHWESTERLY ALONG SAID REVERSE CURVE THROUGH A CENTRAL ANGLE
19 OF 100 DEGREES 28 MINUTES 14 SECONDS AN ARC DISTANCE OF 71.02 FEET;
20 THENCE NON-TANGENT TO SAID CURVE NORTH 29 DEGREES 18 MINUTES 57
21 SECONDS WEST 66.07 FEET; THENCE NORTH 20 DEGREES 26 MINUTES 59 SECONDS
22 WEST 86.06 FEET TO THE SOUTHEASTERLY TERMINUS OF THAT CERTAIN COURSE
23 RECITED AS HAVING A BEARING AND LENGTH OF "NORTH 00 DEGREES 39
24 MINUTES 18 SECONDS EAST 52.41 FEET" IN THE DIRECTOR'S DEED TO DAVID
25 BENEZRA, WILLIAM VEPRIN AND JEANETTE VEPRIN, RECORDED MAY 31, 1966 AS
26 INSTRUMENT NO. 2125 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE SOUTH
27 36 DEGREES 36 MINUTES 32 SECONDS EAST 42.32 FEET TO THE MOST NORTHERLY
28 CORNER OF SAID LOT 21 IN BLOCK 2; THENCE SOUTHEASTERLY ALONG THE
29 NORTHEASTERLY LINE OF SAID LOT 21 TO THE POINT OF BEGINNING.

30
31 **PARCEL H-3:**

32 THOSE PORTIONS OF LOTS 25 THROUGH 30, 32, AND 34, IN BLOCK 1 OF WRIGHT'S
33 SUBDIVISION OF THE SISTERS OF CHARITY TRACT, IN THE CITY OF LOS ANGELES,
34 IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP

P S O M A S

1 RECORDED IN BOOK 5, PAGE 431 OF MISCELLANEOUS RECORDS, IN THE OFFICE
2 OF THE COUNTY RECORDER OF SAID COUNTY; TOGETHER WITH THOSE
3 PORTIONS OF WRIGHT STREET (50.00 FEET WIDE) AND DELONG STREET,
4 FORMERLY VIRGINIA STREET, 46.00 FEET WIDE, AS SHOWN ON SAID WRIGHT'S
5 SUBDIVISION OF THE SISTERS OF CHARITY TRACT; ALSO TOGETHER WITH THOSE
6 PORTIONS OF LOTS 4 AND 5 IN BLOCK 3 OF THE HARVEY TRACT, IN THE CITY OF
7 LOS ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER
8 MAP RECORDED IN BOOK 10, PAGE 77 OF MISCELLANEOUS RECORDS, IN THE
9 OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS A WHOLE
10 AS FOLLOWS:

11
12 BEGINNING AT THE MOST NORTHERLY CORNER OF THE LAND DESCRIBED AS
13 PARCEL 9 IN THE STATE OF CALIFORNIA RELINQUISHMENT NO. 285 RECORDED
14 JANUARY 6, 1964 AS INSTRUMENT NO. 3869, RECORDS OF SAID COUNTY; THENCE
15 NORTH 27 DEGREES 30 MINUTES 39 SECONDS EAST 0.10 FEET TO THE MOST
16 SOUTHERLY CORNER OF THE LAND DESCRIBED IN THE DEED TO FRED J. TABERY,
17 RECORDED FEBRUARY 7, 1964 AS INSTRUMENT NO. 4333, RECORDS OF SAID
18 COUNTY; THENCE ALONG THE WESTERLY LINE OF SAID DEED TO FRED J.
19 TABERY, NORTH 17 DEGREES 43 MINUTES 26 SECONDS WEST 113.34 FEET TO THE
20 SOUTHWESTERLY LINE OF THE NORTHEASTERLY 1 FOOT OF LOT 30, IN BLOCK 1
21 OF SAID WRIGHT'S SUBDIVISION OF THE SISTERS OF CHARITY TRACT; THENCE
22 ALONG SAID SOUTHWESTERLY LINE NORTH 61 DEGREES 20 MINUTES 44 SECONDS
23 WEST 2.87 FEET TO THE MOST SOUTHERLY CORNER OF THE LAND DESCRIBED IN
24 THE DEED TO THE STATE OF CALIFORNIA, RECORDED JANUARY 26, 1959 AS
25 INSTRUMENT NO. 1874, RECORDS OF SAID COUNTY, SAID MOST SOUTHERLY
26 CORNER BEING A POINT IN A NON-TANGENT CURVE CONCAVE TO THE WEST
27 HAVING A RADIUS OF 634.33 FEET IN THE EASTERLY LINE OF SAID DEED TO THE
28 STATE OF CALIFORNIA, A RADIAL LINE FROM SAID POINT BEARS SOUTH 68
29 DEGREES 45 MINUTES 05 SECONDS WEST; THENCE NORTHERLY ALONG SAID
30 CURVE, THROUGH A CENTRAL ANGLE OF 4 DEGREES 17 MINUTES 42 SECONDS, AN
31 ARC DISTANCE OF 47.55 FEET TO THE SOUTHEASTERLY LINE OF LOT 27, BLOCK 1
32 OF SAID WRIGHT'S SUBDIVISION OF THE SISTERS OF CHARITY; THENCE NON-
33 TANGENT TO SAID CURVE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE
34 OF LOTS 27 AND 25 IN SAID BLOCK 1 NORTH 27 DEGREES 31 MINUTES 32 SECONDS

PSOMAS

1 EAST 74.78 FEET TO THE MOST EASTERLY CORNER OF SAID LOT 25; THENCE
2 NORTH 61 DEGREES 33 MINUTES 33 SECONDS WEST 120.25 FEET ALONG THE
3 NORTHEASTERLY LINE OF SAID LOT 25 TO THE MOST NORTHERLY CORNER OF
4 SAID LOT 25; THENCE SOUTH 27 DEGREES 32 MINUTES 27 SECONDS WEST 9.12
5 FEET ALONG THE NORTHWESTERLY LINE OF SAID LOT 25, TO THE MOST
6 SOUTHERLY CORNER OF THE LAND DESCRIBED IN PARCEL 10, IN THE STATE OF
7 CALIFORNIA RELINQUISHMENT NO, 285, RECORDED JANUARY 6, 1964 AS
8 INSTRUMENT NO. 3869, RECORDS OF SAID COUNTY;

9
10 THENCE ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 10, NORTH 62
11 DEGREES 27 MINUTES 33 SECONDS WEST 18.00 FEET TO THE BEGINNING OF A
12 TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 15.50 FEET;
13 THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE
14 OF 4 DEGREES 58 MINUTES 08 SECONDS, AN ARC DISTANCE OF 1.35 FEET; THENCE
15 NON-TANGENT TO SAID CURVE SOUTH 29 DEGREES 18 MINUTES 57 SECONDS
16 EAST 168.28 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE
17 WESTERLY HAVING A RADIUS OF 486.33 FEET; THENCE SOUTHERLY ALONG SAID
18 CURVE, THROUGH A CENTRAL ANGLE OF 33 DEGREES 34 MINUTES 29 SECONDS,
19 AN ARC DISTANCE OF 284.98 FEET TO A POINT ON A NON-TANGENT CURVE
20 CONCAVE WESTERLY HAVING A RADIUS OF 1968.00 FEET, A RADIAL FROM SAID
21 POINT BEARS SOUTH 77 DEGREES 43 MINUTES 08 SECONDS WEST; THENCE
22 SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 0 DEGREES 03
23 MINUTES 30 SECONDS, AN ARC DISTANCE OF 2.00 FEET TO A POINT ON THE
24 WESTERLY LINE OF THE LAND DESCRIBED AS PARCEL 9, IN THE HEREIN ABOVE
25 MENTIONED STATE OF CALIFORNIA RELINQUISHMENT NO. 285. SAID POINT BEING
26 A POINT IN A NON-TANGENT CURVE CONCAVE TO THE WEST HAVING A RADIUS
27 OF 487.00 FEET IN THE WESTERLY LINE OF SAID RELINQUISHMENT NO. 285, A
28 RADIAL LINE FROM SAID POINT BEARS NORTH 85 DEGREES 32 MINUTES 43
29 SECONDS WEST; THENCE NORTHERLY ALONG SAID CURVE, THROUGH A
30 CENTRAL ANGLE OF 5 DEGREES 41 MINUTES 53 SECONDS, AN ARC DISTANCE OF
31 48.43 FEET; THENCE NON-TANGENT TO SAID CURVE, NORTH 1 DEGREES 55
32 MINUTES 12 SECONDS EAST 97.04 FEET TO THE POINT OF BEGINNING

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P S O M A S

1 **PARCEL H-4:**

2 THAT CERTAIN PORTION OF AN ALTERED STREET, KNOWN AS WRIGHT STREET,
3 IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA,
4 AS NOW LOCATED AND CONSTRUCTED EASTERLY OF THE HARBOR FREEWAY,
5 UPON, OVER AND ACROSS THOSE PORTIONS OF LOTS 21 AND 23 IN BLOCK 2 OF
6 WRIGHT'S SUBDIVISION OF THE SISTERS OF CHARITY TRACT, AS SHOWN ON MAP
7 RECORDED IN BOOK 5, PAGE 431 OF MISCELLANEOUS RECORDS, IN THE OFFICE
8 OF THE COUNTY RECORDER OF SAID COUNTY; AND THAT PORTION OF WRIGHT
9 STREET, 50.00 FEET WIDE, DESCRIBED AS A WHOLE AS FOLLOWS:

10

11 BEGINNING AT THE MOST EASTERLY CORNER OF SAID LOT 21, THENCE SOUTH 68
12 DEGREES 22 MINUTES 04 SECONDS, 3.46 FEET TO A CURVE CONCAVE NORTHERLY
13 AND HAVING A RADIUS OF 29.50 FEET; THENCE FROM A TANGENT BEARING
14 SOUTH 60 DEGREES 33 MINUTES 14 SECONDS WEST, WESTERLY ALONG SAID
15 CURVE THROUGH AN ANGLE OF 27 DEGREES 55 MINUTES 49 SECONDS, AN ARC
16 DISTANCE OF 14.38 FEET TO A POINT OF REVERSE CURVE CONCAVE
17 SOUTHEASTERLY AND HAVING A RADIUS OF 40.50 FEET, A RADIAL LINE OF SAID
18 REVERSE CURVE THROUGH SAID POINT BEARS SOUTH 1 DEGREE 30 MINUTES 57
19 SECONDS EAST; THENCE SOUTHWESTERLY ALONG SAID REVERSE CURVE
20 THROUGH AN ANGLE OF 117 DEGREES 47 MINUTES 55 SECONDS, AN ARC
21 DISTANCE OF 83.27 FEET; THENCE SOUTH 29 DEGREES 18 MINUTES 52 SECONDS
22 EAST, 46.18 FEET TO A TANGENT CURVE CONCAVE NORTHEASTERLY AND
23 HAVING A RADIUS OF 15.50 FEET; THENCE SOUTHEASTERLY ALONG LAST SAID
24 CURVE THROUGH AN ANGLE OF 33 DEGREES 08 MINUTES 32 SECONDS, AN ARC
25 DISTANCE OF 8.97 FEET; THENCE TANGENT SOUTH 62 DEGREES 27 MINUTES 24
26 SECONDS EAST, 18.00 FEET TO THE SOUTHEASTERLY LINE OF SAID WRIGHT
27 STREET; THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 27 DEGREES 32
28 MINUTES 36 SECONDS EAST, 109.42 FEET; THENCE AT RIGHT ANGLES NORTH 62
29 DEGREES 27 MINUTES 24 SECONDS WEST, 50.00 FEET TO THE POINT OF
30 BEGINNING.

31

32 EXCEPT THEREFROM THAT PORTION THEREOF LYING WITHIN PARCEL I OF
33 OFFICIAL MAP NO. 2, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES,

P S O M A S

1 STATE OF CALIFORNIA, RECORDED ON JUNE 14, 1989 AS INSTRUMENT NO. 89-
2 958587, IN BOOK 5 PAGES 38 TO 40 OF OFFICIAL MAPS.

3
4 ALSO EXCEPT THEREFROM THAT PORTION THEREOF DESCRIBED AS "PARCEL S-2"
5 IN GRANT DEED TO THE STATE OF CALIFORNIA RECORDED MARCH 1, 1994 AS
6 INSTRUMENT NO. 94-415105, OF OFFICIAL RECORDS.

7
8 **PARCEL H-5:**

9 THAT CERTAIN PORTION OF AN ALTERED STREET, KNOWN AS DE LONG STREET,
10 IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA,
11 AS NOW LOCATED AND CONSTRUCTED EASTERLY OF AN SANTA MONICA
12 FREEWAY CONNECTION, UPON, OVER AND ACROSS THOSE PORTIONS OF LOTS 4,
13 5, 6, 7 AND 8 IN BLOCK 3 OF THE HARVEY TRACT, AS SHOWN ON MAP RECORDED
14 IN BOOK 10, PAGE 77 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE
15 COUNTY RECORDER OF SAID COUNTY; AN THAT PORTION OF SAID DE LONG
16 STREET, 46.00 FEET WISE, DESCRIBED AS A WHOLE AS FOLLOWS:

17
18 BEGINNING AT A POINT IN THE SOUTHEASTERLY LINE OF SAID DE LONG STREET,
19 DISTANT THEREON NORTH 27 DEGREES 30 MINUTES 44 SECONDS EAST, 21.62 FEET
20 FROM THE MOST WESTERLY CORNER OF LOT 2 IN SAID BLOCK 3; THENCE ALONG
21 SAID SOUTHEASTERLY LINE SOUTH 27 DEGREES 30 MINUTES 44 SECONDS WEST,
22 67.15 FEET TO A TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS
23 OF 47.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH AN ANGLE OF
24 34 DEGREES 31 MINUTES 41 SECONDS, AN ARC DISTANCE OF 28.32 FEET; THENCE
25 TANGENT SOUTH 7 DEGREES 00 MINUTES 57 EAST, 45.58 FEET TO A TANGENT
26 CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 223.00 FEET; THENCE
27 SOUTHERLY ALONG LAST SAID CURVE THROUGH AN ANGLE OF 45 DEGREES 45
28 MINUTES 28 SECONDS AN ARC DISTANCE OF 178.07 FEET; THENCE NORTH 11
29 DEGREES 45 MINUTES 51 SECONDS EAST, 115.91 FEET TO A TANGENT CURVE
30 CONCAVE WESTERLY AND HAVING A RADIUS OF 487.00 FEET; THENCE
31 NORTHERLY ALONG LAST SAID CURVE THROUGH AN ANGLE OF 13 DEGREES 00
32 MINUTES 29 SECONDS, AN ARC DISTANCE OF 110.57 FEET; THENCE NORTH 1
33 DEGREE 55 MINUTES 34 SECONDS EAST, 96.99 FEET TO THE NORTHWESTERLY
34 LINE OF SAID DE LONG STREET; THENCE AT RIGHT ANGLES TO SAID

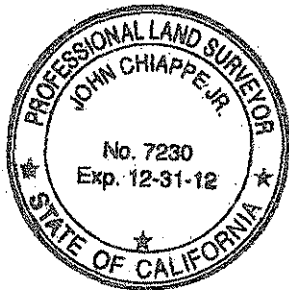
PSOMAS

1 NORTHWESTERLY LINE SOUTH 62 DEGREES 29 MINUTES 16 SECONDS EAST, 46.00
2 FEET TO THE POINT OF BEGINNING.

3
4 EXCEPT THEREFROM THAT PORTION THEREOF LYING WITHIN PARCEL 1 OF
5 OFFICIAL MAP NO. 2, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES,
6 STATE OF CALIFORNIA, RECORDED ON JUNE 14, 1989 AS INSTRUMENT NO. 89-
7 958587, IN BOOK 5 PAGES 38 TO 40 OF OFFICIAL MAPS.

8
9 ALSO EXCEPT THEREFROM THAT PORTION THEREOF DESCRIBED AS "PARCEL S-1
10 AND S-3" IN GRANT DEED TO THE STATE OF CALIFORNIA RECORDED MARCH 1,
11 1994 AS INSTRUMENT NO. 94-415105, OF OFFICIAL RECORDS.

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13
14
15 This Legal Description is described on the accompanying exhibit "Exhibit Map
16 Convention Center Parcel", is made a part hereof for reference purposes and was
17 prepared as a convenience and is not intended for the use in the division and/or
18 conveyance of land in violation of the Subdivision Map Act of the State of California.



John Chiappe Jr., PLS 7230

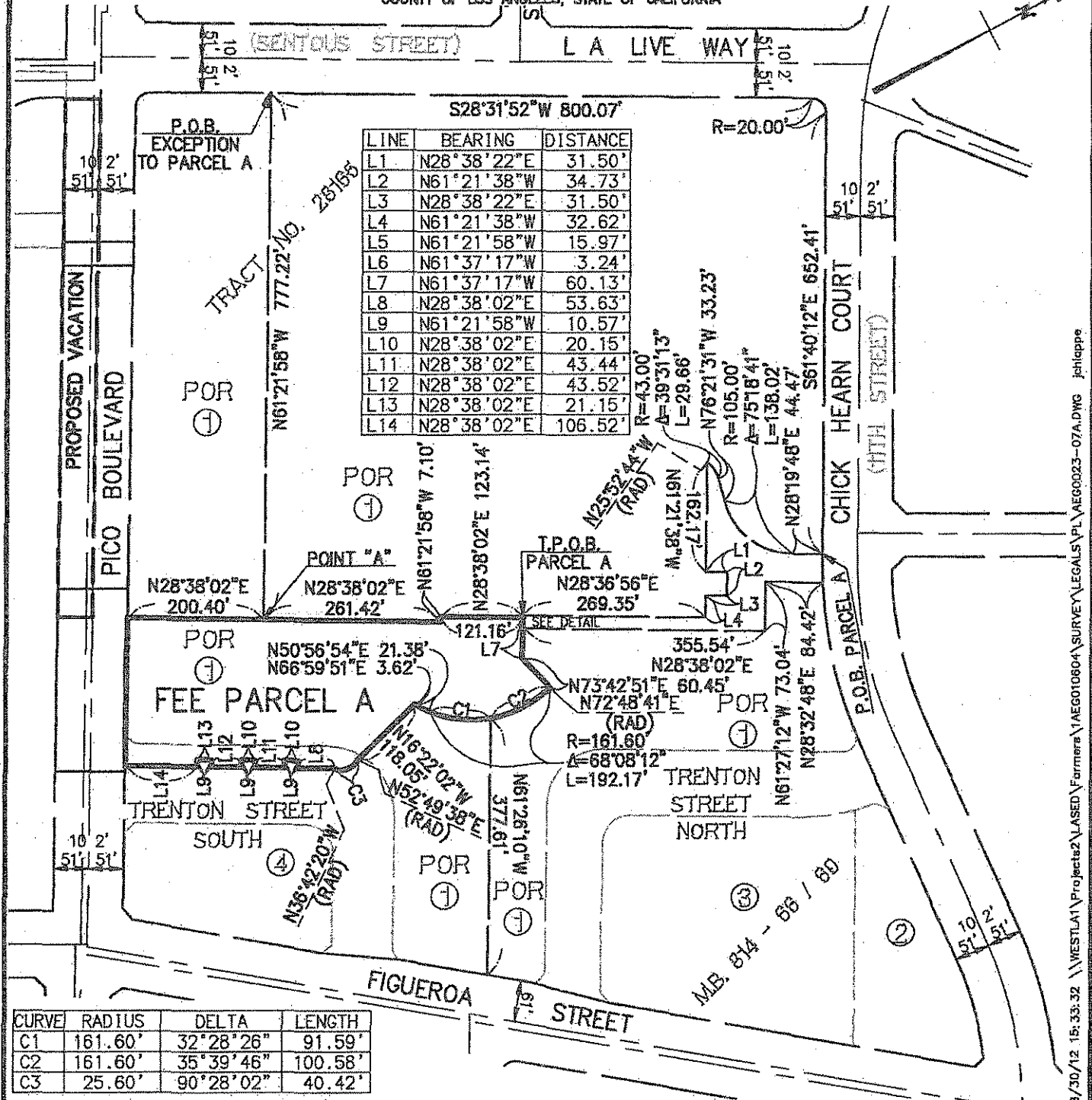
PSOMAS

Date: 8/30/2012

32

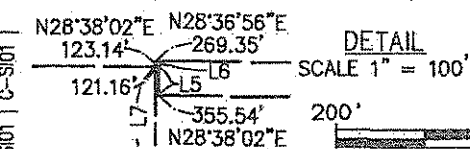
EXHIBIT MAP CONVENTION CENTER PARCEL

IN THE CITY OF LOS ANGELES
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA



LINE	BEARING	DISTANCE
L1	N28°38'22"E	31.50'
L2	N61°21'38"W	34.73'
L3	N28°38'22"E	31.50'
L4	N61°21'38"W	32.62'
L5	N61°21'58"W	15.97'
L6	N61°37'17"W	3.24'
L7	N61°37'17"W	60.13'
L8	N28°38'02"E	53.63'
L9	N61°21'58"W	10.57'
L10	N28°38'02"E	20.15'
L11	N28°38'02"E	43.44'
L12	N28°38'02"E	43.52'
L13	N28°38'02"E	21.15'
L14	N28°38'02"E	106.52'

CURVE	RADIUS	DELTA	LENGTH
C1	161.60'	32°28'26"	91.59'
C2	161.60'	35°39'46"	100.58'
C3	25.60'	90°28'02"	40.42'



DATE: 08/30/12 REVISED ON:
JOB No: 1AEG010604 TASK 103

Convention & Event Center Project
GRAPHIC SCALE
1" = 200'
AEG0023-07A

PSOMAS
555 South Flower Street, Suite 4400
Los Angeles, CA 90071
(213)223-1400 (213)223-1444 (FAX)

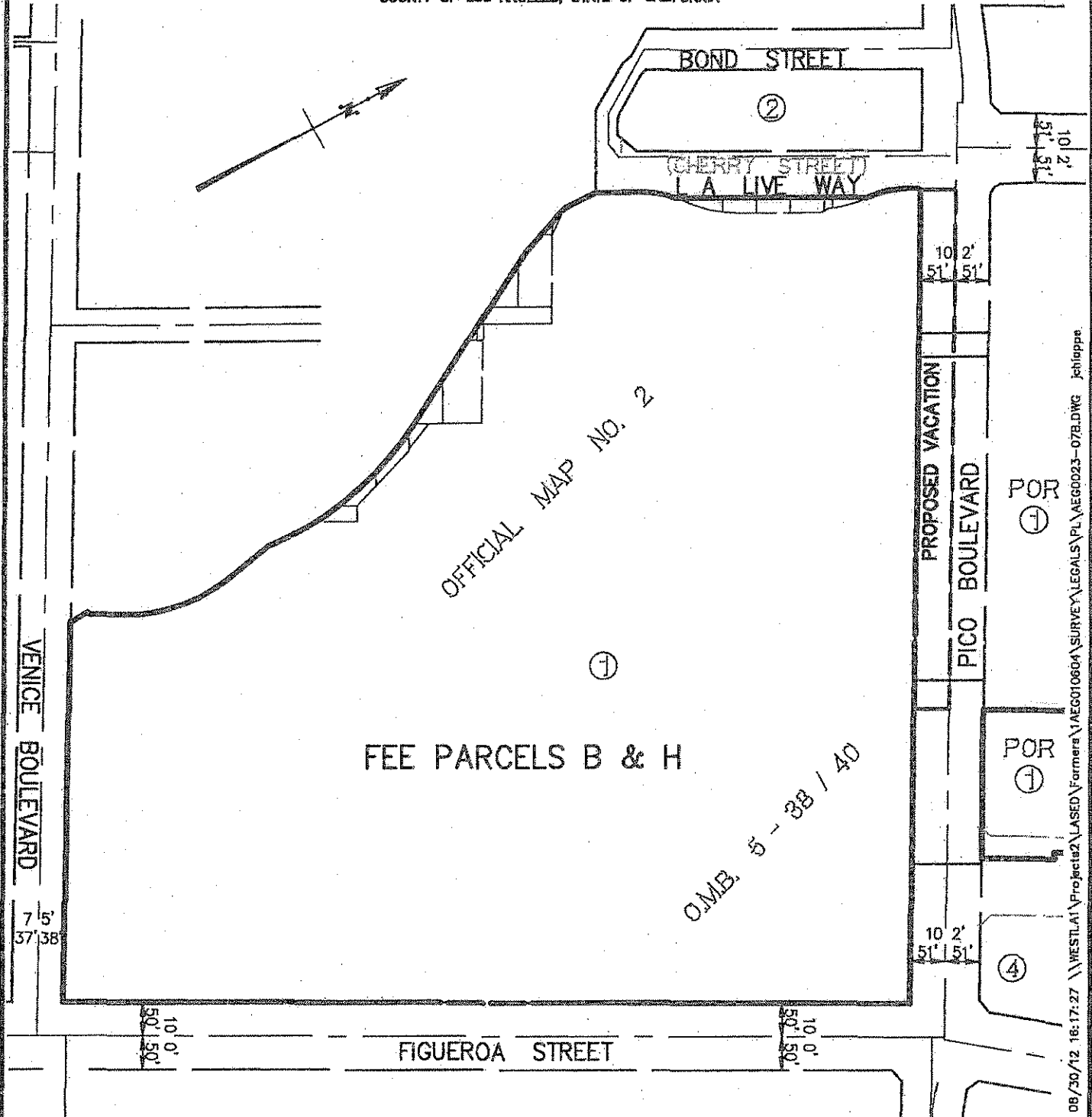
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SCALE: 1" = 200'

SHEET 2 OF 2 SHEETS

EXHIBIT MAP CONVENTION CENTER PARCEL

IN THE CITY OF LOS ANGELES
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA



Plotted: 08/30/12 16:17:27 \\WESTLA1\Projects2\LAEG010604\Survey\LEGALS\PL\AEG0023-07B.DWG jehippe.

DATE: 08/30/12 REVISED ON:
JOB No: 1AEG010604 TASK 103



GRAPHIC SCALE
1" = 200'

PSOMAS

555 South Flower Street, Suite 4400
Los Angeles, CA 90071
(213)223-1400 (213)223-1444 (FAX)

Convention & Event Center Project

AEG0023-07B

New Hall Parcel:

See attached.

LEGAL DESCRIPTION

NEW HALL

That portion of Lot 1 of Tract No. 28165, in the City of Los Angeles, County of Los Angeles, State of California as shown on the map filed in Map Book 814, Pages 66 through 69, inclusive, Records of said County, lying southerly and southwesterly of the following described line:

Beginning at a point on the northwesterly line of said Lot 1, distant thereon South 28°31'52" West 800.07 feet from the northwesterly terminus of said line shown as "North 28°21'02" East 927.28 feet" on said Tract No. 28165; thence South 61°21'58" East 777.22 feet; thence South 28°38'02" West 200.40 feet to the southwesterly line of said Lot 1.

This Legal Description is described on the accompanying exhibit "Exhibit Map New Hall", is made a part hereof for reference purposes and was prepared as a convenience and is not intended for the use in the division and/or conveyance of land in violation of the Subdivision Map Act of the State of California.



John Chiappe Jr., PLS 7230

PSOMAS

Date:

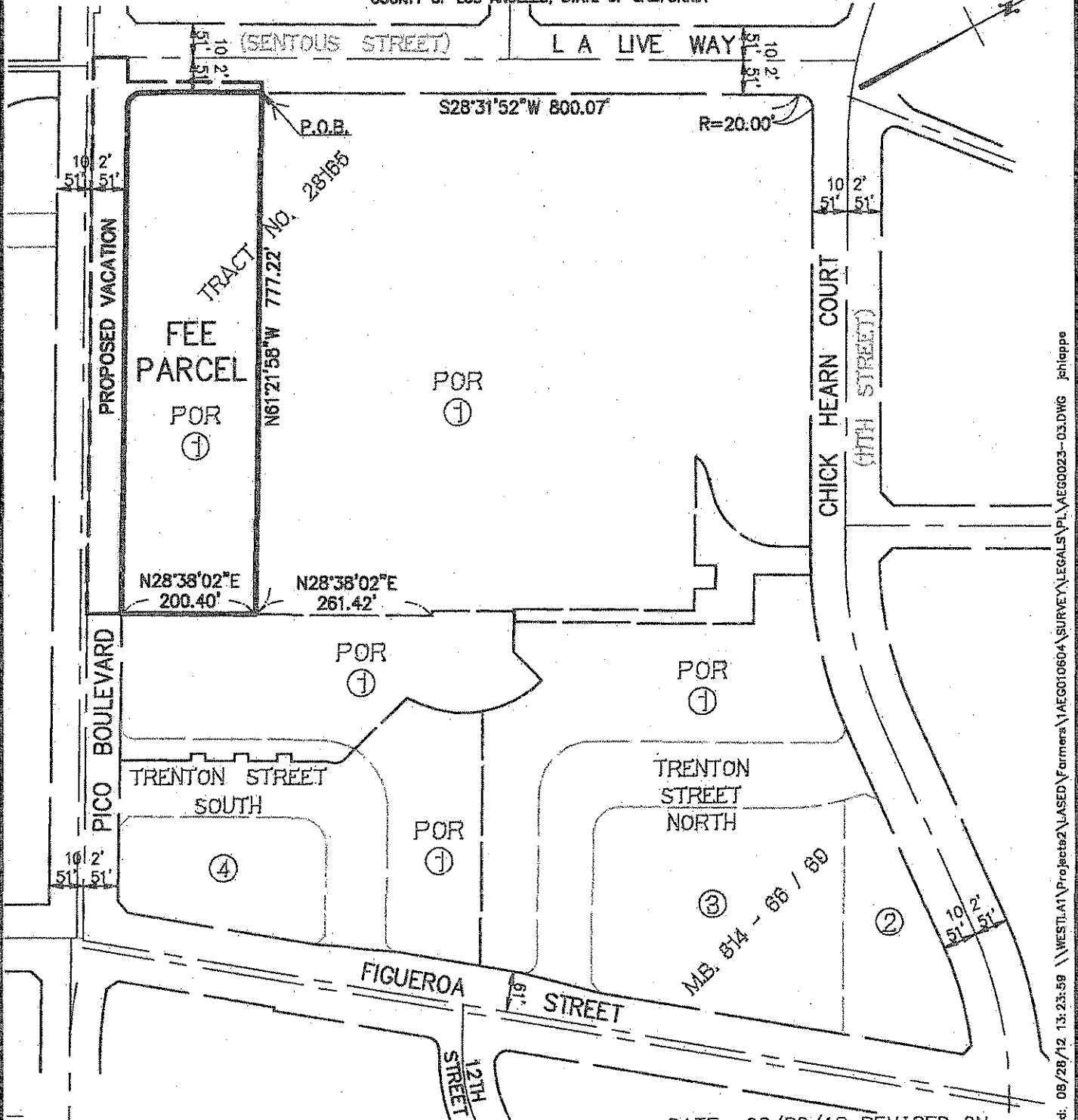
8/28/2012

SCALE: 1" = 200'

SHEET 1 OF 1 SHEET

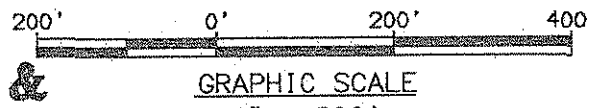
EXHIBIT MAP NEW HALL

IN THE CITY OF LOS ANGELES
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA



Plotted: 08/28/12 13:23:59 \\WESTL1\Project2\ASED\Farmers\1AEG010604\SURVEY\LEGALS\PL\1AEG0023-03.DWG jshleppo

DATE: 08/28/12 REVISED ON:
JOB No: 1AEG010604 TASK 103



Convention & Event Center Project

AEG0023-03

PSOMAS

555 South Flower Street, Suite 4400
Los Angeles, CA 90071
(213)223-1400 (213)223-1444 (FAX)

Exhibit A-1

Site Plan

Exhibit B

Legal Description for Gilbert Lindsay Plaza

LEGAL DESCRIPTIONGIL LINDSAY PLAZA

1
2
3
4 Lot 4, a portion of Lot 1 of Tract No. 28165, in the City of Los Angeles, County of Los
5 Angeles, State of California as shown on the map filed in Map Book 814, Pages 66
6 through 69, inclusive, Records of said County, and portions of Trenton Street South,
7 90.00 feet and 116.00 feet wide, as shown on said Tract No. 28165 and now vacated by
8 (Council File No. 82-1136 of said City) Resolution No. 90-01558 of said City, on file in
9 the Office of the City Clerk of said City, and recorded August 16, 1990 as Instrument No.
10 90- 1426183, Official Records of said County, lying southeasterly of the following
11 described line:

12
13 Beginning at a point on the northeasterly line of said Lot 1, distant thereon South
14 61°40'12" East 652.41 feet from the northwesterly terminus of said line shown as "South
15 61°51'43" East 666.02 feet" on said Tract No. 28165; thence South 28°19'48" West
16 44.47 feet to the beginning of a curve concave northerly and having a radius of 105.00
17 feet; thence southwesterly, westerly and northwesterly 138.02 feet along said curve
18 through a central angle of 75°18'41"; thence North 76°21'31" West 33.23 feet to the
19 beginning of a curve concave southerly and having a radius of 43.00 feet; thence westerly
20 29.66 feet along said curve through a central angle of 39°31'13"; thence on a non-tangent
21 line South 61°21'38" East 162.17 feet; thence North 28°38'22" East 31.50 feet; thence
22 South 61°21'38" East 34.73 feet; thence South 28°38'22" West 31.50 feet; thence South
23 61°21'38" East 32.62 feet; thence South 28°36'56" West 269.35 feet; thence South
24 61°37'17" East 63.37 feet; thence North 73°42'51" East 60.45 feet, to the beginning of a
25 non-tangent curve concave westerly, having a radius of 161.60 feet, to which beginning a
26 radial line bears North 72°48'41" East and the True Point of Beginning; thence
27 southwesterly along said curve 192.17 feet through a central angle of 68°08'12"; South
28 50°56'54" West 21.38 feet; thence South 66°59'51" West 3.62 feet; thence South
29 16°22'02" East 118.05 feet to the beginning of a non-tangent curve, concave westerly,
30 having a radius of 25.60 feet and to which beginning a radial line bears North 52°49'38"
31 East; thence southerly along said curve 40.42 feet through a central angle of 90°28'02";

PSOMAS

1 thence along a non-tangent line, South 28°38'02" West 53.63 feet; thence North
2 61°21'58" West 10.57 feet; thence South 28°38'02" West 20.15 feet; thence South
3 61°21'58" East 10.57 feet; thence South 28°38'02" West 43.44 feet; thence North
4 61°21'58" West 10.57 feet; thence South 28°38'02" West 20.15 feet; thence South
5 61°21'58" East 10.57 feet; thence South 28°38'02" West 43.52 feet; thence North
6 61°21'58" West 10.57 feet; thence South 28°38'02" West 21.15 feet; thence South
7 61°21'58" East 10.57 feet; thence South 28°38'02" West 106.52 feet to the southwesterly
8 line of said Lot 1.

9
10 Excepting therefrom that portion of said Lot 1 lying northeasterly and northerly of the
11 following described line:

12
13 Beginning at a point on the northwesterly line of said Lot 1, distant thereon South
14 28°31'52" West 800.07 feet from the northwesterly terminus of said line shown as
15 "North 28°21'02" East 927.28 feet" on said Tract No. 28165; thence South 61°21'58"
16 East 777.22 feet; thence North 28°38'02" East 261.42 feet; thence North 61°21'58" West
17 7.10 feet; thence North 28°38'02" East 123.14 feet; thence South 61°21'58" East 15.97
18 feet; thence North 28°38'02" East 355.54 feet; thence North 61°27'12" West 73.04 feet;
19 thence North 28°32'48" East 84.42 feet to the northeasterly line of said Lot 1.

20
21 This Legal Description is described on the accompanying exhibit "Exhibit Map Gil
22 Lindsay Plaza", is made a part hereof for reference purposes and was prepared as a
23 convenience and is not intended for the use in the division and/or conveyance of land in
24 violation of the Subdivision Map Act of the State of California.

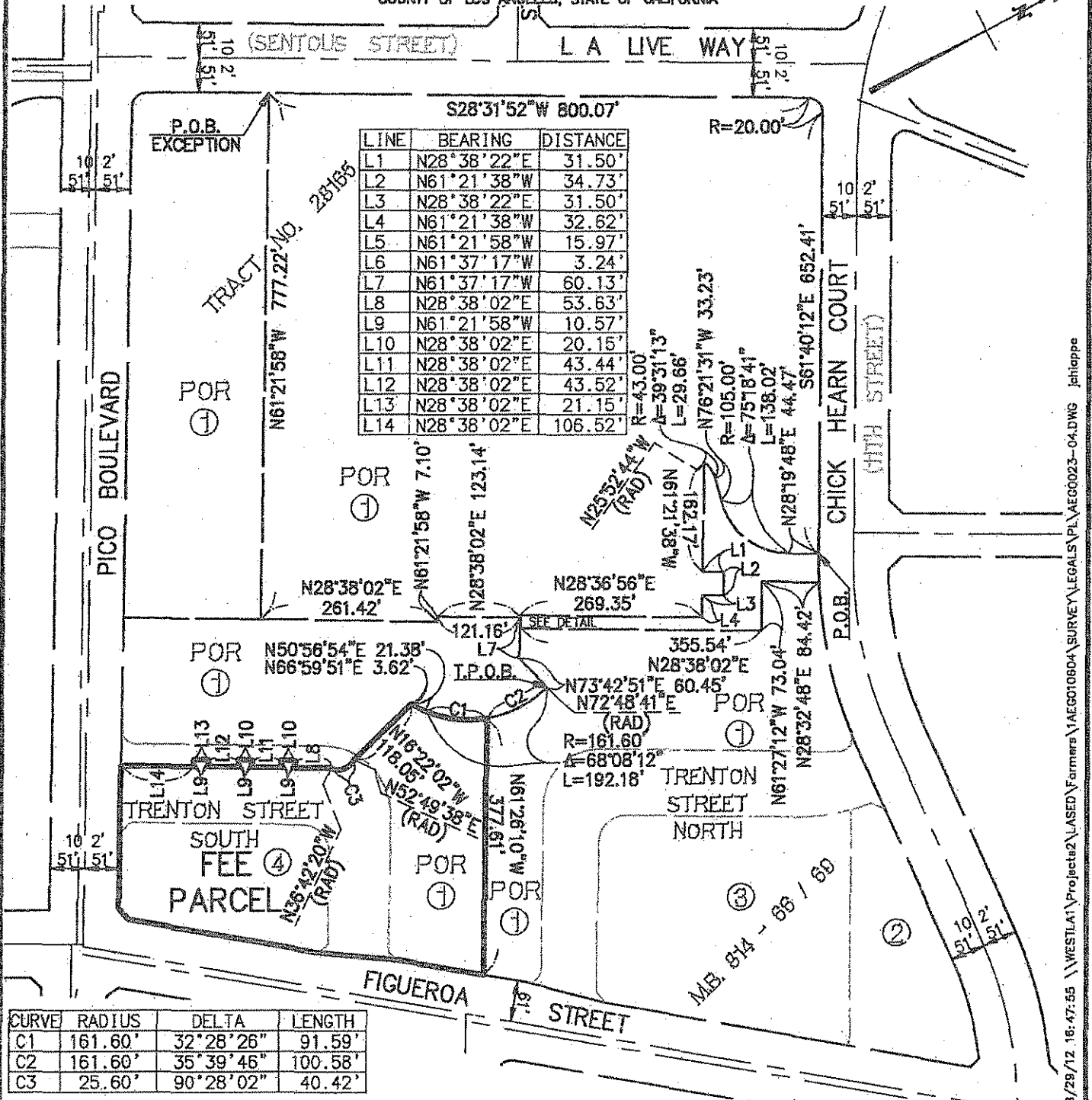
25
26
27 _____
John Chiappe Jr., PLS 7230

28 PSOMAS

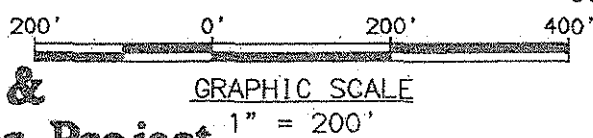
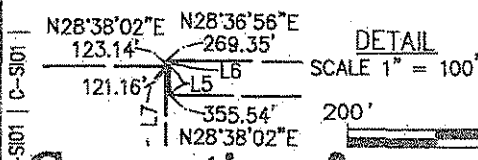
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30 Date: _____
31

EXHIBIT MAP GIL LINDSAY PLAZA

IN THE CITY OF LOS ANGELES
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA



CURVE	RADIUS	DELTA	LENGTH
C1	161.60'	32°28'26"	91.59'
C2	161.60'	35°39'46"	100.58'
C3	25.60'	90°28'02"	40.42'



DATE: 08/29/12 REVISED ON:
JOB No: 1AEG010604 TASK 103

**Convention &
Event Center Project**

AEG0023-04

PSOMAS
555 South Flower Street, Suite 4400
Los Angeles, CA 90071
(213)223-1400 (213)223-1444 (FAX)

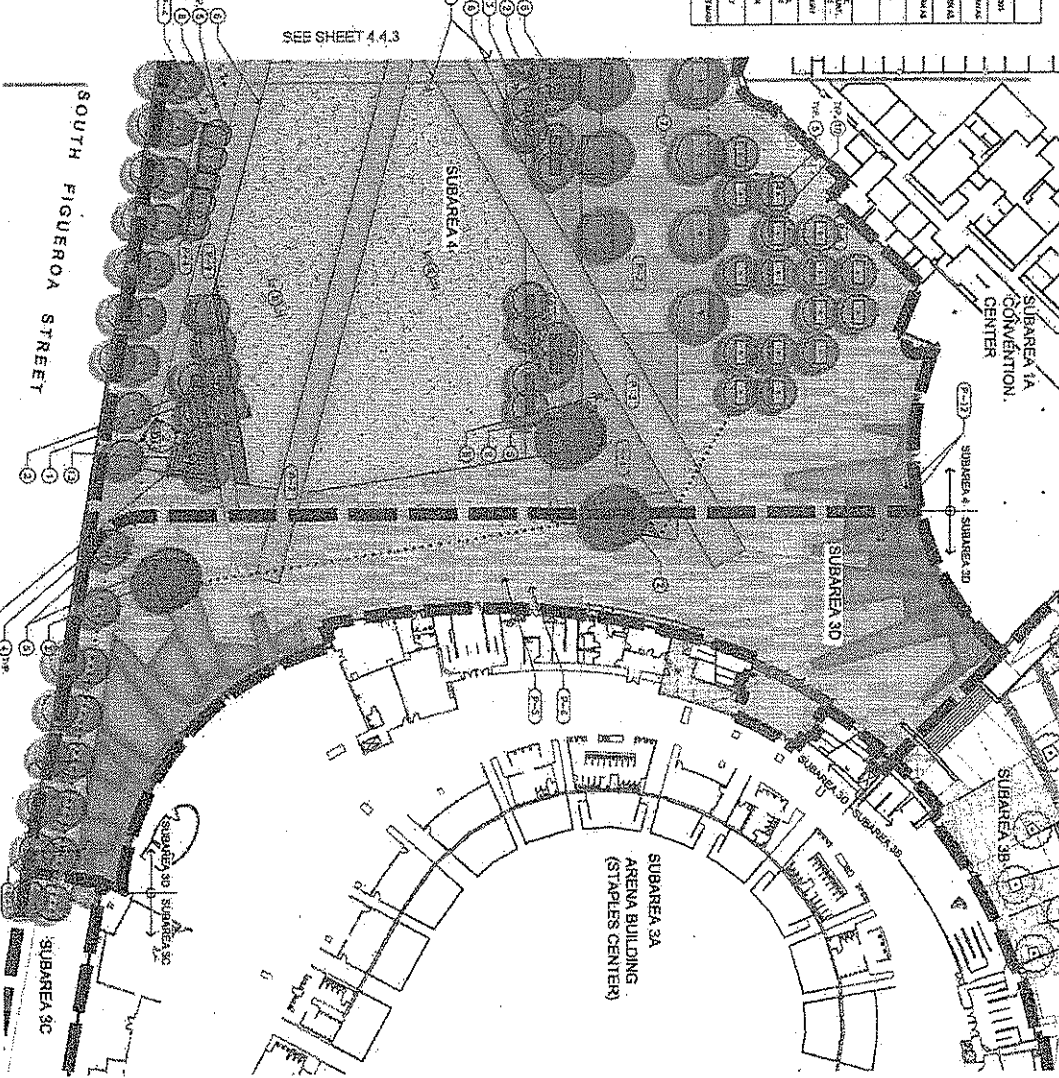
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Exhibit C

GL Plaza Improvements

PLANTING LIST			
TREE	COMMON NAME	SCIENTIFIC NAME	REMARKS
1	Small Tree	Quercus agrifolia	Native
2	Small Tree	Quercus laevis	Native
3	Small Tree	Quercus macrocarpa	Native
4	Small Tree	Quercus muhlenbergii	Native
5	Small Tree	Quercus robur	Native
6	Small Tree	Quercus sp.	Native
7	Small Tree	Quercus sp.	Native
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99	Small Tree	Quercus sp.	Native
100	Small Tree	Quercus sp.	Native

FINISH SCHEDULE			
NO.	DESCRIPTION	DATE	STATUS
1	Site Preparation	01/15/12	Complete
2	Grading	02/01/12	Complete
3	Foundation	02/15/12	Complete
4	Structural Steel	03/01/12	Complete
5	Concrete	03/15/12	Complete
6	Masonry	04/01/12	Complete
7	Roofing	04/15/12	Complete
8	Interior Finishes	05/01/12	Complete
9	Exterior Finishes	05/15/12	Complete
10	Landscaping	06/01/12	Complete
11	Site Work	06/15/12	Complete
12	Final Inspection	07/01/12	Complete
13	Project Closeout	07/15/12	Complete



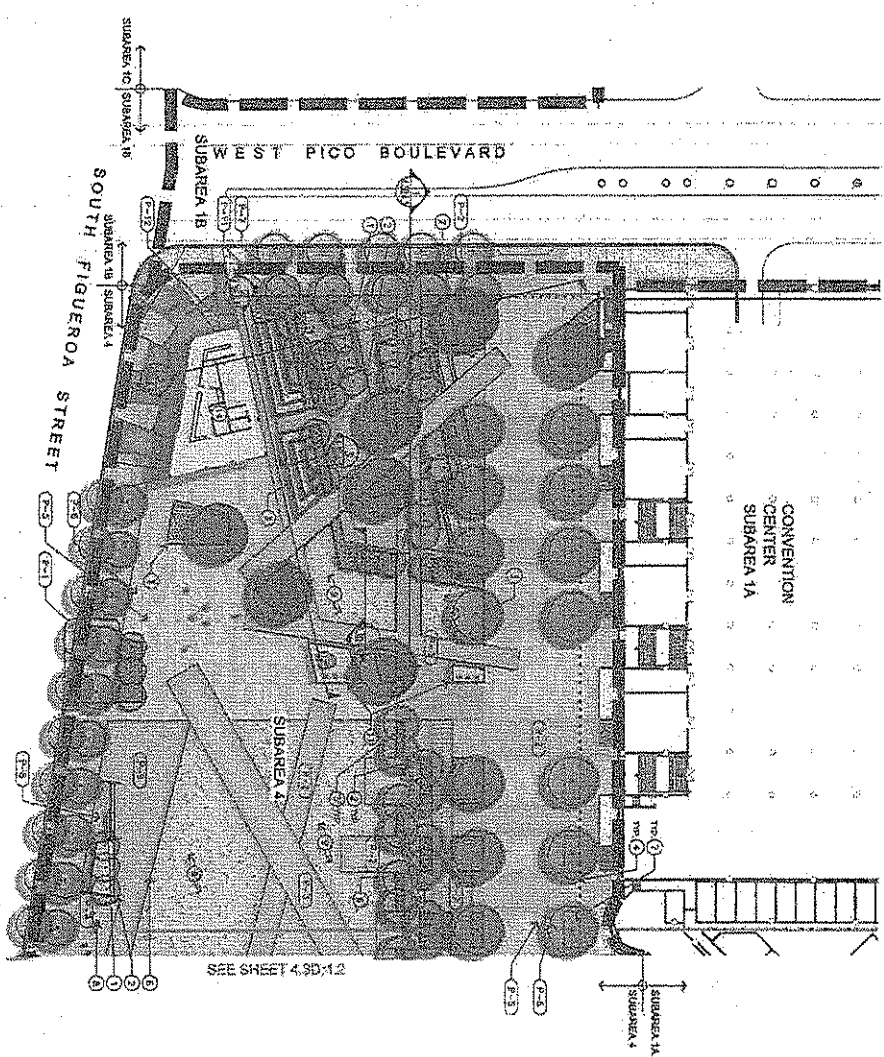
PLANTING LIST

TYPE	SYMBOL	PLANT NAME	PLANT CODE	PLANT HEIGHT
UNDERSTORY PLANTS I	
UNDERSTORY PLANTS II	
UNDERSTORY PLANTS III	

TYPE	SYMBOL	PLANT NAME	PLANT CODE	PLANT HEIGHT
UNDERSTORY PLANTS I	
UNDERSTORY PLANTS II	
UNDERSTORY PLANTS III	

TYPE	SYMBOL	PLANT NAME	PLANT CODE	PLANT HEIGHT
UNDERSTORY PLANTS I	
UNDERSTORY PLANTS II	
UNDERSTORY PLANTS III	

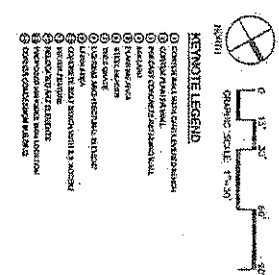
TYPE	SYMBOL	PLANT NAME	PLANT CODE	PLANT HEIGHT
UNDERSTORY PLANTS I	
UNDERSTORY PLANTS II	
UNDERSTORY PLANTS III	



FINISH SCHEDULE

NO.	DESCRIPTION	DATE	STATUS
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NO.	DESCRIPTION	DATE	STATUS
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CONVENTION & EVENT CENTER PROJECT

4.4.3

MELÉNDREZ
617 South Olive Street
11 Floor
Los Angeles, CA 90014
Tel: 213.673.4400

GILBERT LINDSAY PLAZA : SUBAREA 4
ENLARGED LANDSCAPE PLAN

MARCH 29, 2012

Exhibit D

Corner Cafe

Exhibit D

