

ATTACHMENT NO. 9

TEAM ESTOPPEL CERTIFICATE

The undersigned, _____ (the "Team"), does hereby certify to L.A. Event Center, LLC ("LAEC") **[or fill in name of then current Tenant under the Event Center Ground Lease]** and to The City of Los Angeles, as follows:

1. The Team is a party to that certain _____ **[fill in name of the Venue Contract]**, dated as of _____, 20____, **[between the Team and LAEC]** (the "Venue Contract"). All capitalized terms used herein without definition shall have the meaning ascribed thereto in the Venue Contract.
2. The Venue Contract has been fully executed, is in full force and effect, and has not been modified, assigned, supplemented or amended.
3. The Venue Contract is a legal, valid and binding obligation of the Team, enforceable against the Team in accordance with its terms.
4. The initial term during which the Team **[is] [will be]** obligated to play "Substantially All Home Games at the Event Center (the "Term") (i) **[commenced on _____, ____] [will commence on the date on which all conditions set forth in Section _____ of the Venue Contract (and [except as set forth below] no additional conditions) have occurred]** (the "Commencement Date"), and (ii) subject to extension or renewal, 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.
5. **[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 have been satisfied or performed, including, without limitation, (i) the payment of any option payments owing by LAEC to **[Team]** under Section _____ of the Venue Contract on or before the date of this certificate, and (ii) after Completion of the Event Center, the approval of the Event Center by the Team **[and the NFL].**¹
6. To the best of Team's knowledge **[and except as set forth below]**, no party is in default under the Venue Contract and there are no defenses, set-offs, recoupments or counterclaims against the enforcement of the Venue Contract by any party thereto.

¹ Will need to be modified as applicable, based on the terms of the Venue Contract.

IN WITNESS WHEREOF, the undersigned has caused this Certificate to be executed by a duly authorized officer as of [_____, ____]

[TEAM]

By: _____

Name: _____

Title: _____