

**NOTICE TO AUTHORITY AND TRUSTEE  
REGARDING PREPAYMENT OF PRINCIPAL COMPONENTS OF  
BASE RENTAL PAYMENTS  
WITH RESPECT TO  
LOS ANGELES CONVENTION AND EXHIBITION CENTER AUTHORITY  
TAXABLE LEASE REVENUE BONDS  
1998 SERIES A**

NOTICE IS HEREBY GIVEN by the CITY OF LOS ANGELES (the "City") to the LOS ANGELES CONVENTION AND EXHIBITION CENTER AUTHORITY (the "Authority") and U.S. BANK NATIONAL ASSOCIATION, as Successor Trustee (the "Trustee") under the Indenture of Trust, dated as of August 15, 1993 (the "Master Indenture"), by and among the Authority, the City and Bank of America National Trust and Savings Association, as predecessor trustee, as supplemented by the Second Supplemental Indenture of Trust, dated as of April 1, 1998 (the "Second Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), by and among the Authority, the City and the Trustee, that:

Pursuant to Section 3.07(c) of the Fifth Amended and Restated Convention and Exhibition Center II Lease (the "Facility Lease"), dated as of October 1, 2008, by and between the City and the Authority, the City intends to prepay, on November 23, 2015 (the "Prepayment Date"), the unpaid principal components of Base Rental Payments (as defined in the Facility Lease) with respect to the Los Angeles Convention and Exhibition Center Authority Taxable Lease Revenue Bonds, 1998 Series A, if the condition specified below is satisfied.

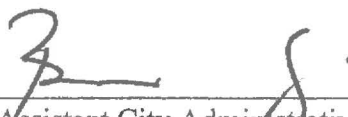
The prepayment price shall be the principal amount of the Base Rental Payments prepaid, without premium, plus accrued interest to the Prepayment Date (the "Prepayment Price").

This prepayment is expressly conditioned upon receipt by the Trustee, on or before the Prepayment Date, of sufficient moneys required to pay the Prepayment Price. If the Prepayment Price is not received by the Trustee in a timely manner, the prepayment shall not occur, this prepayment notice will be rescinded, and the principal components of the Base Rental Payments will remain outstanding.

This notice is given pursuant to Section 3.07(e) of the Facility Lease.

Dated: October 9, 2015

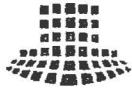
THE CITY OF LOS ANGELES

By:   
Assistant City Administrative Officer

2007 NOV 14 PM 12:45

CITY ADMINISTRATIVE OFFICER

Pouria Abbassi, P.E.  
General Manager & CEO



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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 CENTER AUTHORITY

Dated: January 16, 1967

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**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 CENTER AUTHORITY**

THIS AGREEMENT, dated January 16, 1967, by and between THE CITY OF LOS ANGELES, a municipal corporation organized and existing under the Constitution and laws of the State of California (hereinafter called "City"), and the COUNTY OF LOS ANGELES, a body corporate and politic, of the State of California (hereinafter called "County");

**WITNESSETH:**

WHEREAS, City and County are desirous of securing the construction and operation of a convention and exhibition hall and related facilities suitable as a place of public assembly for the use, benefit and enjoyment of the public upon a site within City bounded by 11th Street, Figueroa Street, Pico Boulevard and the Harbor Freeway; and

WHEREAS, City and County are desirous of accomplishing the aforesaid purpose by the joint exercise of their respective powers, which are common to both of them, pursuant to agreement as authorized by Chapter 5, Division 7, Title 1 (commencing at Section 6500) of the Government Code of the State of California.

NOW, THEREFORE, City and County do agree as follows:

**Section 1. Purpose of Agreement.**

The purpose of this Agreement is to create an agency as a public entity separate and apart from the parties to this Agreement to administer and execute such Agreement, the purpose of which is to provide for the construction and operation of a convention and exhibition hall and related facilities (herein sometimes referred to as "Convention and Exhibition Center") suitable as a place of public assembly for the use, benefit and enjoyment of the public upon a site within City bounded by 11th Street, Figueroa Street, Pico Boulevard and the Harbor Freeway, all as more particularly set forth in this Agreement. The method by which such purpose will be accomplished is as hereinafter set forth.

**Section 2. Creation of Authority.**

There is hereby created an agency as a public entity separate and apart from City and County, to be known as the Los Angeles Convention and Exhibition Center Authority. Such agency (herein sometimes referred to as "Authority") shall administer and execute this Agreement. Such authority shall be a Commission composed of fifteen members, each serving in their individual capacities as members of such Commission. No officer or employee of City, County, or the State of California or any other governmental agency shall be a member of the Commission. Ten members thereof shall be appointed by the Mayor subject to the approval of the Council of City, and five members thereof shall be appointed by the Board of Supervisors of County. The Commission shall be known as the Los Angeles Convention and Exhibition Center Authority Commission.

The Mayor, subject to the approval of the Council of City, shall appoint four members for a two year term and six members for a term of four years. The Board of Supervisors of County shall appoint two members for a two year term and three members for a four year term. Such two and four year terms shall commence upon the date of this Agreement. Upon the expiration of terms commencing with the date of this Agreement, the term of each member shall be four years commencing in the respective years upon the same date therein as the day and month of the date of this Agreement. Members shall hold membership on the Commission during the term for which they were appointed and until their successors have been appointed, except that any member may be removed from membership on the Commission by the Mayor, subject to the approval of the Council of City in the case of members

appointed by the Mayor, or by the Board of Supervisors of County in the case of members appointed by said Board. In the case of a vacancy in membership on the Commission, the same shall be promptly filled by appointment thereto by the Mayor subject to the approval of the Council of City in the case of a vacancy in membership as to which the Mayor subject to the approval of the Council of City has the power of appointment, or by the Board of Supervisors of County in the case of vacancy in membership as to which it has the power of appointment. An appointment to fill a vacancy occurring during an unexpired term shall be for the period of the unexpired term. The Mayor, when such appointment has been approved by the Council of City, and the Board of Supervisors of County shall forthwith notify the Secretary of the Commission of all appointments of members thereto when made.

The City Clerk of City shall be and act as the Secretary of the Los Angeles Convention and Exhibition Center Authority Commission. The Treasurer of City shall be and act as the Treasurer of the Authority, including, without limitation, any services in connection with the issuance and servicing of the revenue bonds which the Authority is authorized to issue hereunder. The Controller of City shall act as Controller of the Authority. The City Attorney of City shall be and act as Attorney for the Authority except that the County Counsel of County may, if he so elects, so act as to matters in which the City Attorney of City is precluded from acting because of conflict of interest or other legal impediment. In the event that the City Attorney is legally precluded from acting, and the County Counsel declines to act, the Commission may employ other Counsel with the consent of the Council of City being first obtained and funds being appropriated by City for such purpose.

City shall, furnish personnel, or funds for the employment thereof, to the extent determined upon by the Council of City to assist the Authority in carrying out its powers, functions and duties. City shall, on the request of the Authority, furnish suitable quarters and supplies, or provide funds for such purpose, to the extent determined upon by the Council of City.

### Section 3. Powers and Duties of Authority.

The Authority shall and is hereby authorized in its own name to do all that is necessary and desirable (subject to limitations provided in this Agreement) to cause to be designed and constructed within the heretofore described area a suitable Convention and Exhibition Center together with related facilities.

The design and construction of all buildings, structures and related facilities hereby authorized must meet at least all minimum requirements of the building, fire and safety laws and regulations of the State of California and of City.

The design of all buildings and structures must first be approved by the Board of Municipal Art Commissioners of City before the Authority may proceed with the construction of such buildings and structures. If the Board of Municipal Art Commissioners fails to decide upon such design within fifteen days after the design is submitted to it, such design will be deemed approved by said Board unless the Council of City shall by resolution extend the time for such decision.

In carrying out the purpose as authorized by this Agreement, the Authority shall have the power to:

(a) Submit to City a Plan of Development showing the land to be acquired for such purpose and lease the same from City.

(b) Issue revenue bonds and incur other forms of indebtedness to the extent and in the manner authorized in Article 2, Chapter 5, Division 7, Title 1 (commencing with Section 6540) of the Government Code of the State of California and employ bond counsel and secure other technical advice in connection therewith, subject to the provisions of Section 9 hereof.

(c) In the manner prescribed or permitted by the Charter of City, make and enter into contracts, employ agents and employees provided that no such contract shall be that of either City or County and no such agent or employee so employed shall be the agent or employee of City or County.

(d) Construct and lease to City the Convention and Exhibition Center and related facilities when completed all as more particularly provided in any lease, lease-back agreements authorized to be executed by City.

(e) Receive gifts, contributions and donations of property, funds and services and other forms of assistance from persons, firms, corporations, City and any other governmental entity.

(f) Invest funds in any securities which are legal investments for funds of City.

The Authority shall also have the power to sue and be sued in its own name.

#### **Section 4. Convention and Exhibition Center Authority Commission.**

The Convention and Exhibition Center Authority Commission shall diligently administer and execute this Agreement in accordance with the terms thereof and for such purpose shall

(a) Meet as often as is required in order to perform in an efficient manner the duties imposed upon it, and give proper and legal notice thereof as may be required by law or rule of the Commission.

(b) Adopt rules for conducting its meetings and other business.

(c) Elect a president and vice-president at its first meeting and thereafter at the first meeting held in each succeeding calendar year. In the event that the president or vice-president so elected ceases to be a member of the Commission, the position of president or vice-president shall be vacant as the case may be and such vacancy shall be filled at the next meeting of the Commission held after such vacancy occurs. In the absence or inability of the president to act, the vice-president shall act as president. The president, or in his absence the vice-president, shall preside at and conduct all meetings of the Commission. Eight members present shall constitute a quorum for the transaction of business except that, a lesser number may adjourn for lack of a quorum. Action by the Commission shall be taken by a majority vote of the entire membership.

#### **Section 5. Term of This Agreement.**

This Agreement shall become effective as of the date hereof and shall continue in full force and effect for a period of fifty years from the date hereof except that it shall be terminated prior thereto at such time as all revenue bonds herein provided for and issued pursuant hereto and the interest thereon shall have been paid in full or adequate provision for such payment shall have been made as set forth in the proceedings for the issuance thereof; provided, however, that this Agreement shall terminate three years from the date hereof in the event no revenue bonds shall have been issued on or before said date.

#### **Section 6. Disposition of Property of Authority.**

Upon termination of this Agreement all property, funds, assets and interests therein of the Authority shall become the property of and be owned by City.

#### **Section 7. Accountability of Funds.**

The Authority shall be held strictly accountable for all funds received, held and disbursed by it, and shall render an annual report as to the same not later than August 1 of each year during the term of this Agreement, to City and to County.

#### **Section 8. No Contributions by County.**

County shall not contribute any funds for the purpose of this Agreement and will make no claim to the return of any surplus money on such account. However, as an aid to City and separate and apart from this Agreement, County reserves the right to make contributions to City to be used for the improvement of streets in the Convention and Exhibition Center area.

**Section 9. Issuance and Sale of Revenue Bonds by Authority.  
Incurring Other Forms of Indebtedness.**

The power for the issuance and sale of revenue bonds provided in Section 3 hereof is authorized to be exercised by Authority pursuant to this Agreement subject to the following provisions in addition to the applicable provisions of the Government Code of the State of California.

(a) The total principal amount of revenue bonds issued shall be in such amount as may be necessary to carry out the purpose of this Agreement as limited by City in any lease, lease-back agreement or agreements.

(b) No term or condition for the issuance of any revenue bond shall be such as to restrict City in the quiet use and enjoyment or operation of the convention and exhibition hall and related facilities leased to City so long as City pays to the Authority the rental therefor and discharges all other obligations required under the terms of any lease, lease-back agreements executed between the Authority and City.

The Authority shall have the further additional power to incur other forms of indebtedness pursuant to Section 6547.1 of the Government Code, subject, however, to the same limitations and restrictions set forth in (a) and (b) of this section of this Agreement relative to the issuance of revenue bonds by the Authority.

**Section 10. Land Acquisition and Lease to Authority by City.**

Upon submission to City by the Authority of the Plan of Development showing the land to be acquired, as provided in Section 3 of this Agreement, City shall use its best efforts to acquire said land and improvements thereon by purchase or condemnation in the event that the necessary funds to defray the cost of such acquisition are paid by the Authority to City as the same are needed for such purpose.

The land and any improvements thereon so acquired by City will be leased by City to the Authority and the funds so paid by the Authority to City shall be credited to the Authority as advanced rental therefor, all as more particularly set forth in those certain lease, lease-back agreements authorized to be executed by City.

**Section 11. Accounting and Custody of Funds.**

The Controller of the Authority shall establish and maintain such funds and accounts as may be required by good accounting practice or the terms and conditions under which revenue bonds are issued by the Authority. Except as otherwise provided in the terms or conditions under which revenue bonds are issued, the Treasurer of the Authority shall have custody and disburse the funds of the Authority. Disbursement shall be made by the Treasurer in accordance with procedures therefor prescribed by the Controller. Funds of the Authority in the custody of the Treasurer thereof shall be deposited in the city treasury of City and shall be kept separate and apart from the funds of City. Any earnings on the funds of the Authority shall be credited to and be a part of the funds of the Authority.

The fiscal year of the Authority shall begin on the first day of July of each year and shall end on the thirtieth day of June of the following year.

**Section 12. Indemnification and Nonliability of County.**

City agrees to indemnify and hold harmless County and each of its officers, agents and employees free from any cost or liability imposed upon County, its officers, agents or employees arising out of the performance of this Agreement or imposed upon County or Authority by virtue of Government Code Section 895.2.

It is further agreed that any debt, liability or obligation of Authority shall not constitute a debt, liability or obligation of County as a party to this Agreement.

**Section 13. Notices, Requests, etc.**

Notices, requests, demands, reports and other communications pursuant to this Agreement shall be made and given to City by delivering same to the City Clerk of City, to County by delivery to the Clerk of the Board of Supervisors of County, and to the Authority by delivery to the City Clerk of City as Secretary of the Commission.



Section 14. *Miscellaneous.*

The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

Whenever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

Section 15. *Partial Invalidity.*

If any one or more of the terms, provisions, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

Section 16. *Successors.*

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed, as of the day and year first above written.

THE CITY OF LOS ANGELES

By           /s/ L. E. TIMBERLAKE            
Mayor

Attest:

          /s/ WALTER C. THIEL            
City Clerk

(Seal)

I HEREBY APPROVE the form and legality of the foregoing Agreement this 16th day of January, 1967.

          /s/ ROGER ARNEBERGH            
ROGER ARNEBERGH  
City Attorney

COUNTY OF LOS ANGELES

By           /s/ FRANK G. BONELLI            
Chairman of the Board of Supervisors

Attest:

          /s/ FRANK PANARISI            
Acting Clerk of the Board of Supervisors

(Seal)

Approved as to Form this 10 day of  
January, 1967.

HAROLD W. KENNEDY  
County Counsel

          /s/ JOHN D. MAHARG



STATE OF CALIFORNIA }  
COUNTY OF LOS ANGELES } ss.

On this 16th day of January, in the year 1967, before me, RICHARD H. BOWERS, a Notary Public, State of California, duly commissioned and sworn, personally appeared L. E. TIMBERLAKE, known to me to be the Acting Mayor, and WALTER C. THIEL, known to me to be the City Clerk, respectively, of THE CITY OF LOS ANGELES, a municipal corporation, that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of said municipal corporation therein named, and acknowledged to me that such municipal corporation executed the within instrument pursuant to an ordinance of The City of Los Angeles.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year in this certificate first above written.

/s/ RICHARD H. BOWERS

(Notarial Seal Imprinted)

*Notary Public, State of California*

[Notarial Seal]

My Commission Expires February 7, 1969

STATE OF CALIFORNIA }  
COUNTY OF LOS ANGELES } ss.

On this 16th day of January, in the year 1967, before me, WILLIAM A. LAWRENCE, a Notary Public, State of California, duly commissioned and sworn, personally appeared FRANK G. BONELLI, known to me to be the Chairman of the Board of Supervisors, and FRANK PANARISI, known to me to be the Chief Deputy Clerk of the Board, respectively, of the COUNTY OF LOS ANGELES, a public entity, that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of said public entity therein named, and acknowledged to me that such public entity executed the within instrument pursuant to a resolution of the Board of Supervisors of said County of Los Angeles.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year in this certificate first above written.

/s/ WILLIAM A. LAWRENCE

(Notarial Seal Imprinted)

*Notary Public, State of California*

[Notarial Seal]

My Commission Expires September 23, 1969

CERTIFICATION

STATE OF CALIFORNIA }  
COUNTY OF LOS ANGELES } ss.

I, WALTER C. THIEL, City Clerk of the City of Los Angeles and ex-officio Clerk of the City Council of the City of Los Angeles, do hereby certify and attest the foregoing to be a full, true and correct copy of the original 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 CENTER AUTHORITY on file in my office, and that I have carefully compared the same with the original.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Los Angeles, this 29 day of December, 1967.

WALTER C. THIEL

*City Clerk of the City of Los Angeles*

By

HENRY P. RIO

*Deputy*