

SUMMARY
OF
GROUND LEASE
BETWEEN THE CITY OF LOS ANGELES, LANDLORD,
AND
THE STATE OF CALIFORNIA, TENANT,
FOR TWO PARCELS LOCATED WEST OF EXPO CENTER

For information purposes only - not part of Ground Lease

REPORT NO: _____
APN NO.: Current APN is 5037-027-924 and 925
CF NO.: _____

Council
Approval Date: _____

PREMISES
ADDRESS: Two vacant parcels on Leighton Avenue, including an adjoining alleyway,
located west of Expo Center, which is located at 3980 South Bill Robertson
Lane, Los Angeles, California 90037

CITY
ATTORNEY: _____
Deputy City Attorney

LANDLORD: The City of Los Angeles, a municipal corporation, acting by and through its
Board of Recreation and Park Commissioners

Department of Recreation and Parks/Cid Macaraeg

TENANT: The State of California, acting by and through the 6th District Agricultural
Association, California Science Center, and the Office of Exposition Park
Management, with the approval of the Director of the Department of General
Services and the State Natural Resources Agency

TERM: No more than 50 years

RENT: \$1 per year; it is understood and agreed that other considerations for this Lease
include the public benefit to be realized from the construction, operation, and
maintenance of those improvements contemplated under this Lease, including
landscaped open space over the entire Premises, which shall be open to the
public at a minimum during the public hours of the museum, all at no cost to the
landlord.

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GROUND LEASE
BETWEEN THE CITY OF LOS ANGELES, LANDLORD,
AND
THE STATE OF CALIFORNIA, TENANT
FOR TWO PARCELS LOCATED WEST OF EXPO CENTER

ARTICLE 1. BASIC LEASE PROVISION

1.1 Parties. This Ground Lease (“Lease”), dated, for identification purposes only, as of _____, 2017, is entered into by and between the City of Los Angeles, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners (“City”), as landlord hereunder, and the State of California, acting by and through the 6th District Agricultural Association, California Science Center, and the Office of Exposition Park Management, with the approval of the Director of the Department of General Services and the State Natural Resources Agency (“Tenant”), as tenant hereunder.

1.2 Recitals.

1.2.1 WHEREAS, the City owns, in fee, those two (2) parcels of land, known as the Leighton Avenue parcels, as well as an alleyway adjacent to the parcels. Such parcels are located just west of the City’s Expo Center. The two (2) parcels measure approximately 0.45 acres and are currently used for staff and public parking related to the City’s Expo Center. This Lease leases to Tenant those two (2) parcels and the adjoining alley way, which are more specifically described in **Exhibit A-1** hereto and depicted on **Exhibit A-2** hereto (“Premises”), in accordance with the terms and conditions contained herein and subject to all existing easements, including without limitation easements owned by the City of Los Angeles. The Premises are under the management and control of the Board of Recreation and Park Commissioners (“Board”) of the City of Los Angeles; and

1.2.2 WHEREAS, Tenant owns, in fee, numerous contiguous parcels directly to the north, and south of the Premises, all of which are depicted on **Exhibit A-3** hereto (“Tenant Parcels”, together with the Premises, the “Development Site”); and

1.2.3 WHEREAS, Lucas Museum of Narrative Art, a California nonprofit public benefit corporation (“Museum Entity”), proposes to design, construct, operate, and maintain, on the Development Site, a museum that will be open to the public, which museum will be within a museum campus that will include landscaped open space and subterranean public parking. Such museum is commonly known as the Lucas Museum of Narrative Art (“Museum”); and

1.2.4 WHEREAS, concurrent with, or shortly after, the execution of this Lease, Tenant is entering into that certain Lease and Agreement (“Museum Lease Agreement”)

with the Museum Entity, pursuant to which Tenant will ground lease the Development Site to the Museum Entity for the development of the proposed Museum, and its ancillary components within the Museum campus (the "Museum Project"); and

1.2.5 WHEREAS, City wishes to accommodate the privately-funded Museum Project, which will provide landscaped open space open to the public during the public hours of the Museum, arts/cultural exhibits open to the general public, and other public benefits referenced herein;

1.2.6 WHEREAS, City and Tenant desire to enter into this Lease for the lease, development, operation, and maintenance of the Premises for landscaped open space and subterranean public parking purposes in connection with, and to accommodate, the overall development of the Museum Project;

1.2.7 WHEREAS, the use contemplated in this lease will not breach the conditions under which the land was deeded to the City;

1.2.8 WHEREAS, pursuant to City Charter Section 596, any lease of subsurface space under any public park or public grounds under the Board's control must be leased in accordance with Charter Section 371;

1.2.9 WHEREAS, the Board of Recreation and Park Commissioners, as the contracting authority for the Premises, pursuant to Charter Section 371(e)(10), finds that the use of competitive bidding for the subsurface space would be undesirable, impractical or impossible;

1.2.10 WHEREAS, the Museum Project, which is estimated to cost approximately One Billion Dollars (\$1,000,000,000.00) and will provide substantial public benefit to the City from the construction, operation, and maintenance of the museum, is being built, operated and maintained at no cost to City, in return for a \$1 per year rent;

1.2.11 WHEREAS, the Museum Project would not be undertaken without access to Premises, including, especially, the subsurface space, which, as depicted on **Exhibit A-2**, divides the project area in half;

1.2.12 WHEREAS, the subsurface space underneath the approximate 0.45 acres of land that is the Premises – bounded by Vermont Avenue, Bill Robertson Lane and Tenant's property – is not suitable for a standalone underground parking garage solely constructed and operated on City property;

1.2.13 WHEREAS, the Board of Board of Recreation and Park Commissioners finds it undesirable to lease the subsurface space for any use other than an underground parking garage;

1.2.14 WHEREAS, the City currently uses the surface area of Premises for much needed parking (33 spaces) for Exposition Park, leaving no room for landscaped open space;

1.2.15 WHEREAS, in return for leasing the Premises to Tenant for the Museum Project, either Tenant or the Museum Entity will upgrade the surface area of the Premises into landscaped open space with walking paths, while also providing the City with the same 33 spaces in another nearby location; and

1.2.16 NOW, THEREFORE, in consideration of the above recitals and the covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.3 Definitions In Lease. When used in this Lease, or any exhibits to this Lease, except where a different definition is clearly and expressly given, the following words or phrases, capitalized as shown, shall mean:

1.3.1 Board. The defined term “Board” shall mean the Board of Recreation and Park Commissioners of the City of Los Angeles, which is the citizen board that presides over the Department of Recreation and Parks.

1.3.2 City. The defined term “City” shall mean the City of Los Angeles, as Landlord of this Lease. Except where clearly and expressly provided otherwise in this Lease, any action to be taken by City may be taken for City by the General Manager as defined in Paragraph 1.3.5. Except where clearly and expressly provided otherwise in this Lease, the capacity of the City of Los Angeles in this Lease shall be as landlord, and any benefits, obligations, or restrictions conferred or imposed by this Lease on City shall be limited to that capacity and shall not relate to or otherwise affect any activity of the City of Los Angeles in its governmental capacity, including, but not limited to, enacting laws, inspecting structures, reviewing and issuing permits, and all other legislative, administrative, or enforcement functions of the City of Los Angeles pursuant to federal, state, or local law.

1.3.3 Department. The defined term “Department” shall mean the Department of Recreation and Parks for the City of Los Angeles, as landlord of this Lease.

1.3.4 Execution Date. The defined term “Execution Date” shall mean the date the Office of the City Clerk of Los Angeles attests this Lease.

1.3.5 General Manager. The defined term “General Manager” shall mean the General Manager of the Department of Recreation and Parks of the City of Los Angeles, or such successor position as the City Council of the City of Los Angeles may designate. The defined term “General Manager” shall also include any person designated by the General Manager to act on behalf of the General Manager.

ARTICLE 2. TERM

2.1 Term. The term of this Lease (the “Term”) shall commence upon the Lease Term Commencement Date (as defined below) and end upon the Lease Term Expiration Date (as defined below), subject to earlier termination, if permitted under this Lease. Different portions of the Premises may have different Terms. With respect to all portions of the Premises, the

“Lease Term Commencement Date” shall mean the later to occur of the following: (i) Execution Date, or (ii) commencement of the term of the Museum Lease Agreement. With respect to those rights and obligations provided hereunder relative to the use of the surface of the Premises, the “Lease Term Expiration Date” shall mean the earlier to occur of the following: (i) the 50th anniversary of the Lease Term Commencement Date, (ii) expiration or earlier termination of the Museum Lease Agreement, or (iii) Tenant’s acquisition of fee title to the Premises. With respect to those rights and obligations provided hereunder relative to the use of any subterranean portion of the Premises, the “Lease Term Expiration Date” shall mean the earliest to occur of the following: (i) the 50th anniversary of the Lease Term Commencement Date, (ii) abandonment of such subterranean portion of the Premises, (iii) demolition of the subterranean parking garage to be built by the Museum Entity for the Tenant pursuant to the Museum Lease Agreement, or (iv) Tenant’s acquisition of fee title to the Premises.

2.2 Holdover. Tenant has no right to retain possession of the Premises or any part thereof beyond the expiration or earlier termination of this Lease except in the event that the Lease expires as a result of Tenant’s acquisition of fee title to the Premises.

ARTICLE 3. CONSIDERATION

3.1 Consideration. The consideration for this Lease shall be all of the following: (a) annual rent of \$1.00, due and payable within 30 days after the Execution Date for the first annual payment and on each anniversary of the Execution Date for each annual payment thereafter; (b) Tenant’s promise to provide 33 parking spaces as set forth in Section 19.18 below; (c) Tenant’s promise to develop or to cause the development the Premises, and to use, operate, and maintain the Premises (or to cause the use, operation and maintenance of the Premises), at no expense to the City for the purposes set forth in Article 5 and for no other purposes; and (d) Tenant’s promise to abide by and fully comply with all other provisions and conditions of this Lease.

ARTICLE 4. DEMISE OF PREMISES

4.1 Demise and Acceptance of Premises. The City hereby leases the Premises to the Tenant for the Term of this Lease, in accordance with the terms and conditions contained herein and subject to all existing encumbrances and easements, including without limitation easements owned by the City of Los Angeles. Tenant represents that Tenant has inspected the Premises, and accepts the Premises in the condition that exists as of the Execution Date of this Lease. It is acknowledged and understood that: (i) the surface portion of the Premises (defined herein to mean, approximately, that portion of the Premises measuring from the surface level down four (4) feet from the surface) will be subleased by Tenant to the Museum Entity so that the Museum Entity can develop and operate the landscaped open space at the surface level, and (ii) leasehold interest created hereunder relative to the subterranean portion of the Premises (defined herein to mean, approximately, that portion of the Premises extending downward from the lowest elevation of surface portion) shall be held by Tenant throughout the Term, and not subleased to anyone, so that Tenant can operate the subterranean public parking garage once such garage is constructed by the Museum Entity for the Tenant pursuant to a license that provides the Museum Entity temporary access to the subterranean portion of the Premises solely for the purposes of,

and for the duration of, such construction. Accordingly, Tenant's rights and obligations hereunder shall apply to either Tenant or the Museum Entity, as the applicable context dictates, depending on which entity has possession of the relevant portion of the Premises at the applicable point in time.

4.2 City's Reservation of Rights. Notwithstanding anything to the contrary, City shall have the right to continue its current use of the Premises (provided, however, that the Museum Entity may use the Premises for purposes of pre-construction investigative or site work) until the Museum Entity commences construction on the Premises for the development of the subterranean garage or any other portion of the Museum project.

ARTICLE 5. USE OF PREMISES

5.1 Use. During the Term of this Lease, City grants Tenant permission to demolish, construct and otherwise provide improvements to the Premises as set forth herein (and/or to authorize Museum Entity to do so pursuant to the Museum Lease Agreement), and to maintain, manage and operate the Premises (and/or authorize Museum Entity to do so pursuant to the Museum Lease Agreement) for purposes described herein. The Premises shall be used only for the following purposes:

5.1.1 Development of the Premises. The Premises are currently used for surface parking purposes. No other significant structures are known to exist currently on the Premises. Tenant shall develop, or cause or authorize the Museum Entity to develop, the Premises as follows: (i) construct a tri-level subterranean public parking garage, a portion of which shall be within the Premises, and (ii) develop, at the surface level, a landscaped open space area over the entire Premises, which shall be part of the Museum campus. All capital costs and all other costs related to such development shall be borne by the Tenant and/or the Museum Entity.

5.1.2 Operations and Use. The Premises shall be operated in the following manner: (i) Tenant shall operate and maintain the tri-level subterranean public parking garage, which shall provide general public parking in accordance with Tenant's parking policies and procedures applicable to parking areas within Exposition Park, and (ii) Tenant shall cause the Museum Entity to operate and maintain the surface-level open space, which shall be open to the public consistent with the Museum public hours (it being understood that the primary purpose for the open space area is to provide park amenity to and for the public). Following completion of construction of the Museum Project, notwithstanding Museum public hours, the landscaped open space area shall be closed to the public between the hours of 10:30 p.m. and 5:00 a.m. of the following day, except that the Museum's supervising employee may extend the 10:30 p.m. closing time for up to one and one-half hours to accommodate any Museum approved event. Nothing in this Section shall be construed as limiting or mandating action by the City of Los Angeles in its governmental capacity (e.g., zoning, conditional use permits) (see Paragraph 1.3.2 above).

5.1.3 Mandates and Prohibitions. In any event, and notwithstanding anything to the contrary: (i) the surface-level landscaped open space shall be operated and maintained in a manner that is consistent with City park purposes, and (ii) the retail sale of gasoline, oil and accessories and the provision of service to private vehicles shall be prohibited in the subterranean parking garage. These mandates and prohibitions shall apply to the Tenant and its sub-lessees, agents, employees, tenants, sub-tenants, contractors or invitees.

ARTICLE 6. ALTERATIONS AND IMPROVEMENTS

6.1 Alterations. Subject to the exceptions set forth below, no structure or improvement shall be constructed or maintained on, over, or under the Premises, nor shall Tenant make any improvements, alterations or additions to the Premises, (collectively “Alterations”) without the prior written consent and approval of the plans by the General Manager, which approval shall not be unreasonably withheld or delayed. The entire cost of such Alterations shall be paid by Tenant or the Museum Entity, including design costs and fees related thereto. In granting approval, City may require the Alterations to be so designed and constructed to allow either the Premises to be restored to its previous condition at the termination of this Lease or to allow the structures to be usable by City or subsequent tenant. Any other approval, permit, or inspection requirements, including, without limitation, approvals from the Department of Building and Safety of the City of Los Angeles, are in addition to the approval of the General Manager and shall be obtained for Alterations where required by law.

Notwithstanding the foregoing, the following shall not be considered Alterations: (i) the improvements contemplated by Article 5; (ii) cosmetic or aesthetic improvements; (iii) regular maintenance; and (iv) improvements costing less than fifty thousand dollars (\$50,000) (provided that the surface of the Premises shall, at all times, remain a landscaped open space or be used for other park purpose, as may be approved by City).

6.2 “As Built” Drawings. For any Alterations requiring building plans to be prepared and approved, after completion thereof, Tenant shall submit or cause to be submitted to City reproducible “as built” drawings of all Alterations constructed on the Premises with the sole exception of any security systems.

6.3 No Creation Of Liability. Nothing contained herein shall be construed or deemed to create any obligation or liability, including without limitation liability as a guarantor or surety, on the part of the City with respect to any Alterations constructed from time to time on the Premises, or any plans or specifications, construction contracts, financing or other matter, instrument or document of any nature whatsoever relating to such Alterations. City is not and shall at no time be liable to any creditor of Tenant or any other persons occupying any part of the Premises or the Alterations thereon as a sublessee, licensee or otherwise or to any claimant against the estate or property of Tenant or such other occupants for any of their debts, losses, contracts or other obligations except under this Lease. The relationship between the City and Tenant is solely that of landlord and tenant and is not and shall not be deemed a partnership or joint venture.

ARTICLE 7. COMPLIANCE WITH ALL LAWS AND REGULATIONS

7.1 Federal, State And Local Laws. Tenant agrees that in achieving its goals as set forth in this Lease, it will comply with all applicable laws, ordinances, rules and regulations enacted or promulgated or which are enacted or promulgated in the future by the City of Los Angeles, the County of Los Angeles, the State of California, and the Federal Government, to the extent applicable and without waiving its sovereign immunity. Tenant also agrees to require the Museum Entity, via the Museum Lease Agreement, to: comply with all applicable laws, ordinances, rules and regulations enacted or promulgated or which are enacted or promulgated in the future by the City of Los Angeles (including the Board or any successor board or commission having jurisdiction over the Premises), the County of Los Angeles, the State of California, and the Federal Government. The Museum Lease Agreement shall ensure that each employee and volunteer of the Museum Entity working on the Premises shall have passed a live scan background check if the individual has supervisory or disciplinary authority over any minor.

7.2 Compliance With Americans With Disabilities Act. Tenant agrees that as between Tenant and City, Tenant shall be responsible for compliance, including all costs of compliance, with the Americans With Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.) and any and all other federal, state, and local laws related to the accessibility of the Premises to persons with disabilities.

7.3 Right Of Entry. City, General Manager, and their authorized representatives, agents and employees shall have the right to enter upon the Premises at any and all reasonable times within operating hours for the purposes of inspection and observation, and for determining Tenant's compliance with Article 9 of this Lease. City shall endeavor to conduct such inspections and observations in a manner calculated to minimize disruption to the use and enjoyment of the Premises by Tenant, its employees, and patrons. Said inspections may be made by persons identified to Tenant as City employees or by independent contractors engaged by City. Inspections shall be made with two (2) days' prior notice during operating hours (except in the case of emergency, where no notice is required).

7.4 Operating Permits And Licenses. Tenant shall obtain, at its sole expense, any and all permits or licenses that may be required in connection with its operations including, but not limited to, tax permits, business licenses, health permits, building permits, use permits, fire permits, police permits, and any other permits required by applicable governmental agencies.

ARTICLE 8. INSURANCE

8.1 Insurance. Prior to the occupancy of the Premises, Tenant shall furnish the City with evidence of insurance from insurers (i) reasonably acceptable to City, and (ii) approved to write surplus lines in the State of California or licensed to do business in the State of California, on a form reasonably acceptable to the City Administrative Officer, Risk Management for the following coverages and minimum limits of insurance (as further set forth in **Exhibit B** attached

to this Lease) which shall be maintained by Tenant at its sole cost and expense throughout the Term of this Lease.

8.1.1 General Liability Insurance. Tenant shall obtain Commercial General Liability insurance with coverage for Premises and Operations, Products and Completed Operations, Blanket Contractual Liability, Broad Form Property Damage, and Personal Injury coverages included and shall provide for total limits of not less than FIVE MILLION DOLLARS (\$5,000,000) Combined Single Limit for bodily injury and property damage. Umbrella or Excess Liability coverages may be used to supplement primary coverages to meet required limits. Such insurance shall conform to City requirements established by Charter, ordinance or policy and be in a form reasonably acceptable to City Administrative Officer, Risk Management and provide for the following:

8.1.1.1 Include City, its boards, officers, agents and employees as additional insureds for the development, operation and maintenance of a museum and all activities and insured risks related thereto.

8.1.1.2 That the insurance is primary and not contributing with any other insurance maintained by the City of Los Angeles.

8.1.1.3 That the policy includes a Severability of Interest or Cross-Liability clause such as “The policy to which this endorsement is attached shall apply separately to each insured against whom a claim is brought, except with respect to the limits of the company’s liability.”

8.1.1.4 With respect to the interests of City, if an insurance company elects to cancel insurance before the stated expiration date, or declines to renew in the case of a continuous policy, or materially reduces the coverage period by changing the retroactive date (if any), or the extended discovery period (if any), or reduces the stated limits other than by impairment of an aggregate limit, or materially reduces the scope of coverage which affects City’s interest, the company will provide City at least thirty (30) days prior written notice of such election. In addition to the persons and addresses required notice pursuant to Section (page), notice will be made by receipted delivery addressed as follows: City Administrative Officer, Risk Management, City Hall East, Room 1240, 200 North Main Street, Los Angeles, California 90012, or at such address as City may, from time to time, specify by written notice. It is understood, however, that such notice to City shall not affect the company’s right to give a lesser notice to Tenant in the event of nonpayment of premium.

8.1.1.5 Coverage of Improvements. At all times during the Term of the Lease or any extension of the Lease, with respect to any improvements made, or caused to be made, by Tenant on the Premises (“Improvements”), Tenant shall, at its sole cost and expense, cause to be provided and kept in force and effect insurance policies, naming City as an additional insured, against loss or damage to the Improvements, in amount consistent with what a prudent operator of a comparable building would carry providing replacement cost coverage for perils typically insured against in a California standard form fire insurance policy. The replacement

cost of the Improvements shall be determined in accordance with the standard practices of the insurance industry and evidenced by the certificate of the insurance company or companies issuing such insurance at the time the policy or policies are obtained. The General Manager shall have the ability, from time to time, to re-determine the valuation of the Improvements.

8.1.1.6 **Builder's Risk Insurance.** Prior to the commencement of any construction of the Premises, Tenant shall, at its sole cost and expense, cause to be provided and kept in full force and effect "All Risks Builder's Risk" insurance, including vandalism and malicious mischief, covering improvements in place, and all materials and equipment at the job site. Said insurance shall remain in full force and effect until the improvements shall have been completed and fully insured as provided in this Article.

8.1.1.7 **Workers' Compensation.** Tenant shall comply with the provisions of section 3700, et seq., of the California Labor Code and shall be insured (and shall require that each of its contractors and subcontractors comply with such Code and be insured) against liability for workers' compensation and employers' risk in accordance with the provisions of such Code before commencing the performance of any work on or about the Premises or otherwise in relation to this Lease. A Waiver of Subrogation in favor of City is required.

8.1.1.8 **Adjustment of Insurance Levels.** City reserves the right at any time during the Term of this Lease, at its sole discretion applying generally accepted Risk Management principles, to change the amounts and types of insurance required hereunder effective at the renewal date of insurance then in effect (in no case more than one year from the written notice) by giving ninety (90) days written notice provided that such amounts and/or types shall be reasonably available to at commercially reasonable premiums.

8.1.1.9 **Reduction of Insurance Protection.** If any of the required insurance coverages contain aggregate limits, or apply to other operations or tenancies outside this Lease, Tenant shall give City prompt, written notice of any incident, occurrence, claim, settlement, or judgment against such insurance which in Tenant's best judgment may diminish the protection such insurance affords City. Tenant shall further take immediate steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits.

8.1.1.10 **Third-Party Insurance.** Tenant shall be responsible for requiring indemnification and insurance as it deems appropriate from its employees receiving mileage allowance, consultants, and agents, if any, to protect Tenant's and City's interests, and for ensuring that they comply with any applicable insurance statutes. Tenant is encouraged to seek professional advice in this regard.

8.2 **Self-Insurance Programs.** Self-insurance programs and self-insured retention in insurance policies are subject to separate approval by City upon review of evidence of financial capacity to respond.

8.3 Failure To Maintain Insurance. Tenant's failure to procure or maintain required insurance or self-insurance programs shall constitute a material breach of this Lease under which City may at its discretion, procure or renew such insurance to protect City's interest and pay any and all premiums in connection therewith, and recover all monies so paid from Tenant.

8.4 City Insurance Obligations. At all times during the Term of the Lease or any extension of the Lease, City shall, at its sole cost and expense, cause to be provided and kept in force and effect insurance policies, naming Tenant as an additional insured, against loss or damage to the Premises (excluding the Improvements), in an amount consistent with what a prudent operator of a comparable property would carry providing replacement cost coverage for perils typically insured against in a California standard form fire insurance policy. The replacement cost of the improvements shall be determined in accordance with the standard practices of the insurance industry and evidenced by the certificate of the insurance company or companies issuing such insurance at the time the policy or policies are obtained. All insurance policies required to be carried by the City hereunder shall include a waiver of subrogation in favor of the Tenant. The City may elect to self-insure, provided that the City's self-insurance programs or retention provide at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance.

8.5 Indemnification.

8.5.1 Except for the negligence or willful misconduct of City, or any of its Board, Officers, Agents, Employees, Assigns and Successors in Interest, Tenant undertakes and agrees to defend, indemnify and hold harmless City and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all third-party suits and causes of action, claims, losses, demands and expense, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including Tenant's employees and agents, or damage or destruction of any property of either party hereto or of third parties, proximately caused by Tenant's use (or use by any of Tenant's assignees, licensees, or sublessees of any tier) of the Premises as authorized in this Lease. The provisions of this paragraph survive expiration or termination of this Lease.

8.5.2 Except for the negligence or willful misconduct of Tenant, or any of its Board, Officers, Agents, Employees, Assigns and Successors in Interest, the City undertakes and agrees to defend, indemnify and hold harmless Tenant and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all third-party suits and causes of action, claims, losses, demands and expense, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including City's employees and agents, or damage or destruction of any property of either party hereto or of third parties, proximately caused by the performance of this Lease by City. The provisions of this paragraph survive expiration or termination of this Lease.

ARTICLE 9. MAINTENANCE, OPERATION AND SECURITY

9.1 Maintenance and Operation of Premises. Tenant agrees to operate and maintain, or cause others to operate and maintain, at no cost and expense to the City, the Premises in a condition that at a minimum conforms to the standard of maintenance described in Paragraph 9.2 of this Lease, during the entire Term of this Lease. Operation and maintenance duties shall include but are not limited to maintenance and repair of the electrical systems, lighting, electronic equipment, structures, trash collection, and security within the Premises (as applicable). Tenant shall be responsible for opening and closing applicable areas of the Premises each day and shall, where applicable, keep the entrance locked other than during operating hours. Tenant shall further comply with all applicable legal requirements and the insurance requirements set forth in Article 8 of this Lease.

9.2 Standard. City and Tenant desire the Premises to be operated and maintained in a condition so the Premises can be safely used for the operation of landscaped open space, art- and culture-related public programs, museum related uses, and subterranean public parking uses. The condition and state of repair covering the Premises, shall at all times be, without limitation, as follows: Safe and free from hazard; free from unsightly signs, displays, markings, and graffiti; free from litter, debris and dead leaves; walkways, fencing and landscaping in neat and safe condition; and all areas in such condition as not to detract from the surrounding neighborhood.

9.3 Safety Requirements and Correction of Deficiencies. Tenant shall provide for the safety of its employees, co-operators, and the general public in their use of the Premises under this Lease. Tenant shall promptly correct all safety deficiencies and violations of safety practices in the Premises of which it has knowledge and shall cooperate fully with City in the investigation of accidents occurring on the Premises, to the extent that the City has jurisdiction over such accidents. Tenant shall take steps to ensure that all accidents involving personal injury and/or property damage and fires occurring within the Premises of which Tenant has actual knowledge are reported immediately to General Manager.

9.4 Effect Of Inspections Or Approvals. Wherever in this Lease inspections or approvals are permitted or required from City in its role as Landlord under this Lease, including from the General Manager, such inspections or approvals are additional to, and are not in lieu of, any inspections or approvals otherwise required under any applicable ordinance, regulation, or statute. Such inspections or approvals by City are discretionary acts and shall not impose any liability on City to third persons nor to Tenant, and, in addition, shall not obligate City for any costs or expenses related to the construction, improvement, or maintenance of any building or other structure at the Premises.

9.5 Refuse and Trash; Recycling. Tenant shall keep the Premises neat, clean and sanitary at all times. No refuse matter, nor any substance constituting an unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health, shall be permitted or allowed to remain thereon, and Tenant shall take all reasonable precautions to prevent any such matter or material from being or accumulating upon the Premises. Tenant shall

provide for the collection and removal of all garbage and/or refuse from the Premises as often as necessary. Tenant shall or shall cause, during the Term of this Lease or any extension thereof, conduct a recycling program on the Premises in conjunction with the City Facilities Recycling Program of the City of Los Angeles, or any similar program subsequently implemented. Such program will include all materials which may be reasonably recycled (e.g. white paper, mixed paper, newspaper, aluminum cans, and plastic and glass containers). It is understood that the Tenant and its contemplated subtenant, the Museum Entity, may have separate recycling programs for the subterranean parking garage and the surface-level landscaped open space, respectively and further that the State of California is not subject to the City Facilities Recycling Program of the City of Los Angeles.

9.6 Security. City is not obligated under this Lease to provide any special security for the Premises. Tenant shall be responsible to provide all security for the Premises.

ARTICLE 10. UTILITIES

10.1 Utilities. Tenant shall pay or cause to be paid all service charges for water, sewer, electricity, power and all other utilities or services used rendered or supplied to, upon or in connection with the Premises.

ARTICLE 11. DAMAGE

11.1 Damage. Except as otherwise provided in this Lease, if the Improvements located on the Premises are damaged and such damage was caused by fire or other peril covered by Tenant's insurance, Tenant agrees to repair such damage and the Lease shall continue in full force and effect. If such Improvements are damaged as the result of any cause other than perils required to be covered by Tenant's insurance, then Tenant may, at Tenant's option, either (a) repair such damage as soon as reasonably practicable at Tenant's sole cost and expense, in which event this Lease shall continue in full force and effect, or (b) give written notice to City within ninety (90) days after the date of occurrence of such damage of Tenant's intention to cancel and terminate this Lease as of the date of occurrence of such damage, in which event the Lease shall terminate and the City shall release Tenant from the provisions of this Lease.

ARTICLE 12. HAZARDOUS MATERIALS

12.1 Hazardous Materials. City and Tenant agree as follows with respect to the existence or use of Hazardous Material (as defined in Paragraph 12.1.3) on the Premises:

12.1.1 Prohibition. Tenant shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Premises (other than common products typically used in connection with the construction, operation and maintenance of museums, parking structures and landscaped areas) by its agents, employees, tenants, sub-tenants, contractors or invitees in violation of law or in quantities which would require reporting to a governmental entity, without the prior written consent of General Manager, acting at General Manager's sole discretion. If Tenant breaches the obligations stated in the preceding sentence, or if the presence of Hazardous Material on the Premises caused by Tenant results in contamination of the

Premises, or if contamination of the Premises by Hazardous Material otherwise occurs for which Tenant is legally liable to City for damage resulting therefrom, then, Tenant shall indemnify and hold City harmless, to the extent authorized by Government Code Section 14662.5 or other applicable law, from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the Premises, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the Term as a result of such contamination, except to the extent such contamination is related to the negligence or willful misconduct of the City or such contamination was present on the Premises prior to the Effective Date of this Lease. This indemnification of City by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on or under the Premises, which was caused by Tenant. Without limiting the foregoing, if the presence of any Hazardous Material on the Premises caused by Tenant results in any contamination of the Premises, Tenant shall promptly take all actions at its sole expense as are necessary to return the Premises to the condition existing prior to the introduction of any such Hazardous Material to the Premises, provided that Tenant shall first notify the City.

12.1.2 Compliance Costs. Notwithstanding anything to the contrary in Section 12.1.1 above, City and Tenant acknowledge that City is legally liable for the costs of complying with laws relating to Hazardous Material under the following circumstances: (1) Hazardous Material present in the soil or ground water which was not introduced to the soil or ground water by Tenant; (2) a change in Laws which relate to Hazardous Material which make such Hazardous Material which is present on the Premises as of the date Tenant initially occupied the Premises, whether known or unknown to City, a violation of such new laws; (3) Hazardous Material that migrates, flows, percolates, diffuses or in any way moves on to or under the land and was not introduced to the Premises by Tenant; (4) Hazardous Material present on or under the land as a result of any discharge, dumping or spilling (whether accidental or otherwise) on the land by other occupiers of the Premises or their agents, employees, contractors or invitees, or by others. Accordingly, City and Tenant agree that any loss by City related to such Hazardous Materials, including, but not limited to, any claims, judgments, damages, penalties, fines, liabilities or costs of complying with laws shall be borne by City.

12.1.3 "Hazardous Material" - Definition. As used herein, the defined term "Hazardous Material" means any chemical, substance, material, or waste or component thereof the presence of which requires investigation or remediation under any applicable federal, state, or local statute, regulation, ordinance, order, action, policy, or common law, or which is now or hereafter listed, defined, or regulated as a flammable explosive, radioactive material, hazardous or toxic chemical, substance, material or waste or component thereof (whether injurious by themselves or in conjunction with other materials) by any applicable federal, state, or local governing or regulatory body having jurisdiction, or which would trigger any employee or community "right-to-know" requirements adopted by such body, or for which any such body has adopted any requirements for the preparation or distribution of a material safety data sheet. "Hazardous Material" includes, without limitation, any material or substance which is: (1) defined as a "hazardous waste," "extremely hazardous waste" or "restricted hazardous waste"

under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140, of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (2) defined as a “hazardous substance” under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act, California Health and Safety Code Section 25300, et seq.); (3) defined as a “hazardous material,” “hazardous substance,” or “hazardous waste” under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory, California Health and Safety Code Section 25500, et seq.); (4) defined as a “hazardous substance” under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances, California Health and Safety Code Section 25280, et seq.); (5) petroleum; (6) asbestos; (7) defined as a “hazardous constituent,” “hazardous material,” “hazardous waste,” or “toxic waste” under Article 2 of Chapter 10 (Section 66260.10) or defined as a “hazardous waste” under Article 1 of Chapter 11 (Section 66261.3) of Title 22 of the California Code of Regulations, Division 4.5 (Environmental Health Standards for the Management of Hazardous Waste, 22 C.C.R. Section 66001, et seq.); (8) designated as a “hazardous substance” pursuant to Section 311 (33 U.S.C. § 1321) of the Clean Water Act of 1977, as amended (Federal Water Pollution Control Act, 33 U.S.C. § 1251, et seq.); (9) defined as a “hazardous waste” pursuant to Section 1004 (42 U.S.C. § 6903) of the Federal Resource Conservation and Recovery Act of 1976, as amended (RCRA, 42 U.S.C. § 6901, et seq.); (10) defined as a “hazardous substance” pursuant to Section 101 (42 U.S.C. § 9601) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA, 42 U.S.C. § 9601, et seq.); or (11) defined as “hazardous material” under Section 103 (49 U.S.C. § 1802) of the Hazardous Materials Transportation Act (49 U.S.C. § 1801, et seq.), as such laws may be amended from time to time, and the regulations adopted and publications promulgated pursuant to such laws.

12.1.4 Disposal of Hazardous Material. If Tenant and/or its subtenants, dispose of any soil, material, chemicals, fluids, or groundwater from the Premises contaminated with Hazardous Material, Tenant shall provide City copies of all permits, certificates, and records relating to such disposal, including a copy of each uniform hazardous waste manifest indicating the quantity and type of material being disposed of, the method of transportation of the material to the disposal site and the location of the disposal site.

12.1.5 Hazardous Material Tests. Any tests required of Tenant by this Article shall be performed by a State of California Department of Health Services certified testing laboratory satisfactory to City. By signing this Lease, Tenant hereby irrevocably directs any such laboratory to provide City, upon written request from City, copies of all of its reports, test results, and data gathered. As used in this Article, the term “Tenant” includes assignees, agents, employees, contractors, subcontractors, and/or invitees of Tenant.

12.1.6 Notice Of Hazardous Substances. California Health and Safety Code Section 25359.7(a) requires any owner of nonresidential real property who knows, or has reasonable cause to believe, that any release of hazardous substance has come to be located on or beneath that real property to, prior to the lease or rental of that real property or when the presence of such release is actually known, give written notice of that condition to the lessee or

renter. California Health and Safety Code Section 25359.7(b) requires any tenant of real property who knows, or has reasonable cause to believe, that any release of hazardous substance has come to be located on or beneath that real property to give written notice of such condition to the owners. Tenant and City shall comply with the requirements of Section 25359.7 and any successor statute thereto and with all other statutes, laws, ordinances, rules, regulations and orders of governmental authorities with respect to hazardous substances.

ARTICLE 13. DEFAULT, CANCELLATION AND TERMINATION

13.1 Events Of Default. The following occurrences are “Events of Default”, and each an “Event of Default”:

13.1.1 Breach Of Lease. Tenant breaches or fails in the performance of any of the provisions or conditions of this Lease, including without limitation: (i) failure to develop, maintain, and/or operate the Premises in accordance herewith; (iii) failure to use the Premises for the purposes stated in Article 5 hereof; (iv) failure to provide the consideration set forth in Article 3.

13.1.2 Failure To Conform To Laws. Tenant fails to materially conform to any applicable law, statute or regulation or the deed by which the City holds the Premises.

13.1.3 Attempted Transfer. Tenant participates in any transfer or attempted transfer of this Lease which is not expressly permitted under the terms of this Lease.

13.2 Default - City’s Remedies. If any one or more Events of Default occurs, then City may, after giving the Tenant written notice and at least thirty (30) days to cure at its election, without any further notice to or authorization from Tenant, and without waiving its rights at any time to select any other remedy provided in this Section, elsewhere in this Lease, or under law, do any one of the following:

13.2.1 Specific Performance. City may file with the appropriate court of competent jurisdiction an action for specific performance under this Lease. In the event City pursues this remedy, and if City prevails in such action for specific performance, then City shall be entitled to recover from Tenant any and all costs and attorney’s fees incurred by the City in connection with such action, including without limitation costs of in-house attorneys.

13.2.2 Other Remedies. City is entitled to pursue any other remedies afforded by law, provided that, notwithstanding any remedy to the contrary afforded by law, so long as the Museum Project is being constructed or the Museum is being operated on the Development Site, City shall not terminate this Lease as a result of or as a remedy for the occurrence of any one or more Events of Default..

13.3 No Waiver. The conduct of either party or the acceptance of all or part of any payment by City after an Event of Default for any period after an Event of Default shall not be deemed a waiver of any rights and remedies, nor a waiver of the default of the same or any other provision, covenant or condition. Waiver by either City or Tenant of any breach by the other of

any covenant, condition or obligation herein contained or failure by either City or Tenant to exercise any right or remedy in respect of any such breach shall not constitute a waiver or relinquishment for the failure of any such covenant, condition or obligation or of any subsequent breach of any such covenant, condition or obligation nor bar any right or remedy of City or Tenant in respect of any such subsequent breach.

13.4 Default By City. In the event City defaults in the performance of any of the provisions or conditions of this Lease, and if a written notice of such default is issued to City by Tenant, and if City does not commence to cure said default within sixty (60) days of receipt of said notice, Tenant may obtain specific performance or, if the Museum Project is not then being constructed and/or the Museum is not then being operating on the Development Site, Tenant may terminate this Lease, except that where immediate action is reasonably required, Tenant may immediately obtain specific performance.

ARTICLE 14. SURRENDER OF PREMISES

14.1 Surrender Of Premises. Upon expiration of the Term of this Lease, Tenant shall quit and surrender possession to City of the Premises in good condition, reasonable wear and tear and damage by fire or other casualty excepted, provided however, the City possession of the Premises shall not in any way interfere with the Tenant's use of the improvements constructed on Tenant's property adjacent to the Premises.

14.2 Improvements Upon Termination. Upon the expiration of the Term of this Lease, all Improvements located on the Premises shall belong to the City, unless the City has requested, in writing, that Tenant demolish all Improvements and return the Premises to the City in the Premises' original condition, in which case, Tenant shall demolish all such Improvements at its sole cost and expense within 60 days after such expiration of this Lease. Nothing herein shall grant to the City any rights to access the Improvements through property owned by the Tenant.

ARTICLE 15. ASSIGNMENT AND BANKRUPTCY

15.1 Assignment And Subletting. Other than subleasing to the Museum Entity pursuant to the Museum Lease Agreement, as contemplated under Section 4.1 above and entering into a license or right of entry with the Museum Entity for the construction of the subterranean garage, Tenant shall not sublet the Premises or any part thereof, nor assign this Lease, in whole or in part, nor transfer (voluntarily or by operation of law), assign or in any manner convey any of the rights or privileges herein granted to any other entity (including without limitation pledging a leasehold security interest to any entity or otherwise cause a lien to be placed against the leasehold interested created hereunder) without the prior written approval of City, which approval shall not be unreasonably withheld. Any attempt to sublease, assign or transfer without the written consent required by this Section, to the extent such written consent is required hereby, shall be void and shall transfer no rights to the Premises. Notwithstanding the above Tenant may enter into operating agreements, short term license agreements and other similar forms of agreements allowing others to use the Premises , and nothing herein shall prohibit Tenant from entering into any such agreements.

15.2 Bankruptcy. To the extent permitted by law, neither this Lease nor the rights herein granted shall be assignable or transferable by any process or proceedings in any court, or by attachment, execution, proceedings in insolvency or bankruptcy either voluntary or involuntary, or receivership proceedings. To the extent the previous sentence is not permitted by law, in the event that Tenant shall be adjudicated a bankrupt, or become involved in any proceedings under the bankruptcy laws of the United States or the receivership laws of the State of California, or if the leasehold interest created by this Lease or any improvements constructed pursuant to this Lease are transferred due to operations of law, including, without limitation, the enforcement of a judgment, the trustee in bankruptcy, the receiver, the assignee, or the judgment purchaser shall be bound by all provisions of this Lease.

ARTICLE 16. CONDEMNATION

16.1 Eminent Domain. Should the Premises be taken for public use under the power of eminent domain or by negotiated sale and purchase in lieu thereof, this Lease shall immediately terminate upon acquisition of said property for public use and any compensation, sums, or anything of value awarded, paid, or received for or on account of the Premises shall be allocated to the parties in accordance with their respective interests in the Premises. If a portion only of the Premises is taken and the remainder is suitable for continued use under the provisions of this Lease, the entire award including severance damages to land and improvements shall belong to Tenant for the restoration of the Premises.

To the extent permitted by Law, the City, for itself and for any entity controlled by or related to the City, hereby agrees that a total taking of the Tenant's interest in this Lease or a partial taking shall only be effected if the City reasonably determines that (a) the overriding public interest or necessity requires the City to take possession of the Premises, (b) the City's proposed use of the Premises is planned and located in a manner that will be most compatible with the greatest public good and least private injury and (c) the Premises is necessary for the City's overriding proposed use.

ARTICLE 17. NOTICES

17.1 Notices. All notices and demands which may or are to be required or permitted to be given by either party to the other hereunder shall be in writing. All notices and demands shall be personally delivered (including by means of professional messenger service), sent by United States mail, postage prepaid, return receipt requested, or transmitted by telecopier (e.g., Fax) or electronic mail, in which case the receiving party shall immediately confirm receipt of such telecopied or e-mailed notice. All notices are effective upon receipt. For the purposes of such notices, the addresses for the parties are set forth in Section 17.2 below. In the event City is unable to give notice to Tenant at the address(es) provided to City by Tenant, notice shall be deemed effective when addressed to Tenant at the Premises. Either party may from time to time designate another person or place in a notice.

17.2 Notices - Where Sent. All notices given under this Lease which are mailed or telecopied shall be addressed (unless re-designated as provided above) to the respective parties as follows:

To City:

City of Los Angeles
Board of Recreation and Park Commissioners
221 North Figueroa Street, Room 300
Los Angeles, California 90012

Telephone: (213) 202-2640
Facsimile: (213) 202-2610

with a copy of any notice to:

Department of Recreation and Parks
General Manager
221 North. Figueroa Street, Room 350
Los Angeles, California 90012

Telephone: (213) 202-2633
Facsimile: (213) 202-2614

and with another copy of any notice to

Office of the City Attorney
Real Property/Environment Division
200 North Main Street, Room 700 City Hall
East
Los Angeles, California 90012-4130

Facsimile: (213) 978-8090

To Tenant:

6th District Agricultural Association
California Science Center
Office of Expositions Management
700 Exposition Park Drive
Los Angeles, California 90037

Phone: (213) 744-2308

Department of General Services
Real Estate Services Division
P.O. Box 989052
West Sacramento, CA 95798-9052

Telephone: (916) 375-4025
Facsimile: (916)

Email Address:

ARTICLE 18. ORDINANCE MANDATED PROVISIONS

18.1 Child Support Assignment Orders. This Lease is subject to Section 10.10, Article 1, Chapter 1, Division 10 of the Los Angeles Administrative Code related to Child Support

Assignment Orders. Pursuant to this Section, Tenant (and any contractor or subcontractor providing services to City under this Lease) shall (1) fully comply with all State and Federal employment reporting requirements for contractor's or subcontractor's employees applicable to Child Support Assignment Orders; (2) certify that the principal owner(s) thereof and applicable subcontractors are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (3) fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code Section 5230, et seq.; and (4) maintain such compliance throughout the Term of this Lease. Pursuant to Section 10.10.b of the Los Angeles Administrative Code, failure of Tenant or an applicable subcontractor to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment or the failure of any principal owner(s) contractor or applicable subcontractors to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally shall constitute a default of this Lease.

18.2 Service Contract Worker Retention Ordinance. This Lease is subject to the Service Contract Worker Retention Ordinance ("SCWRO") (Section 10.36, et seq, of the Los Angeles Administrative Code). The SCWRO requires that, unless specific exemptions apply, all employers (as defined) under contracts that are primarily for the furnishing of services to or for the City of Los Angeles and that involve an expenditure or receipt in excess of \$25,000 and a contract term of at least three (3) months shall provide retention by a successor contractor for a ninety-day (90-day) transition period of the employees who have been employed for the preceding twelve (12) months or more by the terminated contractor or subcontractor, if any, as provided for in the SCWRO. Under the provisions of Section 10.36.3(c) of the Los Angeles Administrative Code, City has the authority, under appropriate circumstances, to terminate this Lease and otherwise pursue legal remedies that may be available if City determines that the subject contractor violated the provisions of the SCWRO.

18.3 Living Wage Ordinance.

18.3.1 General Provisions: Living Wage Policy. This Lease is subject to the Living Wage Ordinance ("LWO") (Section 10.37, et seq, of the Los Angeles Administrative Code). The LWO requires that, unless specific exemptions apply, any employees of tenants or licensees of City property who render services on the leased or licensed premises are covered by the LWO if any of the following applies: (1) the services are rendered on premises at least a portion of which are visited by substantial numbers of the public on a frequent basis, (2) any of the services could feasibly be performed by City of Los Angeles employees if the awarding authority had the requisite financial and staffing resources, or (3) the designated administrative agency of the City of Los Angeles has determined in writing that coverage would further the proprietary interests of the City of Los Angeles. Employees covered by the LWO are required to be paid not less than a minimum initial wage rate, as adjusted each year (July 1, 2016, levels: \$11.27 per hour with health benefits of at least \$1.25 per hour, or \$12.52 per hour without health benefits). The LWO also requires that employees be provided with at least twelve (12) compensated days off per year for sick leave, vacation, or personal necessity at the employee's request, and at least ten (10) additional days per year of uncompensated time pursuant to Section

10.37.2(b). The LWO requires employers to inform employees making less than twelve dollars (\$12) per hour of their possible right to the federal Earned Income Tax Credit (“EITC”) and to make available the forms required to secure advance EITC payments from the employer pursuant to Section 10.37.4. LACGC shall permit access to work sites for authorized City representatives to review the operation, payroll, and related documents, and to provide certified copies of the relevant records upon request by the City. Whether or not subject to the LWO, Tenant shall not retaliate against any employee claiming non-compliance with the provisions of the LWO, and, in addition, pursuant to Section 10.37.6(c), Tenant agrees to comply with federal law prohibiting retaliation for union organizing.

18.3.2 Living Wage Coverage Determination. The Board of Recreation and Parks Commissioners and the Office of the City Administrative Officer have made an initial determination as to whether this Lease is a proprietary lease or a proprietary license under the LWO, and, if so, whether it is exempt from coverage by the LWO. If the determination has been made that the LWO is applicable with respect to this Lease, a Declaration of Compliance, must be executed by Tenant prior to or contemporaneously with this Lease. Determinations as to whether this Lease is a proprietary lease or license covered by the LWO, or whether an employer or employee are exempt from coverage under the LWO are not final, but are subject to review and revision as additional facts are examined and/or other interpretations of the law are considered. In some circumstances, applications for exemption must be renewed periodically (e.g., every two (2) years for proprietary lessees or licenses claiming exemption due to annual gross revenues of less than \$200,000 and with less than seven (7) employees (Section 10.37.1(I)). City shall notify Tenant in writing about any redetermination by City of coverage or exemption status. To the extent Tenant claims non-coverage or exemption from the provisions of the LWO, the burden shall be on Tenant to prove such non-coverage or exemption.

18.3.3 Termination Provisions And Other Remedies: Living Wage Policy. Under the provisions of Section 10.37.6(c) of the Los Angeles Administrative Code, violation of the LWO shall constitute a material breach of this Lease.

18.4 Non-Discrimination. There shall be no discrimination against or segregation of any person, or group of persons, on account of race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status, or medical condition in the lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Premises or any part of the Premises or any operations or activities conducted on the Premises or any part of the Premises, nor shall Tenant or any person claiming under or through Tenant establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use of occupancy of tenants, subtenants, or vendees of the Premises. Any sublease or assignment which may be permitted under this Lease shall also be subject to the non-discrimination clauses contained in this Section 18.4.

18.4.1 Non-Discrimination In Employment. During the Term of this Lease Tenant shall comply with all applicable non-discrimination laws and regulations. Tenant shall take affirmative action to insure that applicants for employment are treated during the Term of this Lease without regard to the aforementioned factors and shall comply with the affirmative

action requirements of the Los Angeles Administrative Code sections 10.8, et seq., or any successor ordinances or law concerned with discrimination.

18.5 Contractor Responsibility Ordinance

18.5.1 General Provisions; Contractor Responsibility Policy. This Lease is subject to the Contractor Responsibility Ordinance (“CRO”) (Section 10.40, et seq, of the Los Angeles Administrative Code “LAAC”) and the rules and regulations promulgated pursuant thereto as they may be updated. The CRO requires that, unless specific exemptions apply as specified in LAAC 10.37.1(I)(b) or LAAC 10.40.4, lessees or licensees of City property who render services on the leased or licensed premises are covered by the CRO if any of the following applies: (1) the services are rendered on premises at least a portion of which are visited by substantial numbers of the public on a frequent basis, (2) any of the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources, or (3) a designated administrative agency of the City has determined in writing that coverage would further the proprietary interests of the City. Lessees or licensees of City property who are not exempt pursuant to LAAC 10.40.4 (a) or (b), unless subject to the CRO solely due to an amendment to an existing lease or license, are required to have completed a questionnaire (“Questionnaire”) signed under penalty of perjury designed to assist the City in determination that the lessee or licensee is one that has the necessary quality, fitness and capacity to perform the work set forth in the contract. All lessees or licensees of City property who are covered by the CRO, including those subject to the CRO due to an amendment, are required to complete the following Pledge of Compliance (“POC”):

(1) comply with all applicable federal state, and local laws and regulations in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hour, and licensing laws which affect employees;

(2) notify the awarding authority within thirty (30) calendar days after receiving notification that any government agency has initiated an investigation that may result in a finding that the lessee or licensee did not comply with subparagraph (1) above in the performance of the lease or license;

(3) notify the awarding authority within thirty (30) calendar days of all findings by a government agency or court of competent jurisdiction that the lessee or licensee has violated subparagraph (1) above in the performance of the lease or license;

(4) ensure within thirty (30) days (or such shorter time as may be required by the awarding authority) that subcontractors working on the lease or license submit a POC to the awarding authority signed under penalty of perjury; and

(5) ensure that subcontractors working on the lease or license abide by the requirements of the POC and the requirement to notify the awarding authority within thirty (30) calendar days that any government agency or court of competent jurisdiction has initiated an

investigation or has found that the subcontractor has violated subparagraph (1) above in the performance of the lease or license.

Tenant shall ensure that its subcontractors meet the criteria for responsibility set forth in the CRO and any rules and regulations promulgated thereto. Tenant may not use any subcontractor that has been determined or found to be a non-responsible contractor by City. Subject to approval by the awarding authority, Tenant may substitute a non-responsible subcontractor with another subcontractor with no change in the consideration for this Lease. Tenant shall submit to City a Pledge of Compliance, for each subcontractor listed by the Tenant in its Questionnaire, as performing work on this Lease within thirty (30) calendar days of execution of this Lease, unless the Department of General Services requires in its discretion the submission of a Pledge of Compliance within a shorter time period. The signature of Tenant shall constitute a declaration under penalty of perjury that Tenant shall comply with the POC.

18.5.2 Update of Information. Tenant shall:

(1) notify the awarding authority within thirty (30) calendar days after receiving notification that any governmental agency has initiated an investigation that may result in a finding that Tenant did not comply with any applicable federal, state, or local law in the performance of this Lease, including but not limited to laws regarding health and safety, labor and employment, wage and hour, and licensing laws which affect employees;

(2) notify the awarding authority within thirty (30) calendar days of receiving notice of any findings by a government agency or court of competent jurisdiction that Tenant violated any applicable federal, state, or local law in the performance of this Lease, including but not limited to laws regarding health and safety, labor and employment, wage and hour, and licensing laws which affect employees; and

(3) notify the awarding authority within thirty (30) calendar days of becoming aware of any information regarding its subcontractors and investigations or findings regarding the subcontractor's violations of any applicable federal, state, or local law in the performance of this Lease, including but not limited to laws regarding health and safety, labor and employment, wage and hour, and licensing laws which affect employees.

Updates of information contained in Tenant's responses to the Questionnaire must be submitted to the awarding authority within thirty (30) days of any changes to the responses if the change would affect Tenant's fitness and ability to continue performing this Lease. Notwithstanding the above, Tenant shall not be required to provide updates to the Questionnaire if Tenant became subject to the CRO solely because of an amendment to the original lease or license. Tenant shall cooperate in any investigation pursuant to CRO by providing such information as shall be requested by City. Tenant agrees that City may keep the identity of any complainant confidential. Tenant shall ensure that subcontractors who perform work on this Lease abide by these same updating requirements including the requirement to:

(1) notify the awarding authority within thirty (30) calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the subcontractor did not comply with any applicable federal, state, or local law in the performance of this Lease, including but not limited to laws regarding health and safety, labor and employment, wage and hour, and licensing laws which affect employees; and

(2) notify the awarding authority within thirty (30) calendar days of all findings by a government agency or court of competent jurisdiction that the subcontractor violated any applicable federal, state, or local law in the performance of this Lease, including but not limited to laws regarding health and safety, labor and employment, wage and hour, and licensing laws which affect employees.

18.5.3 Compliance; Termination Provisions and Other Remedies. If Tenant is not initially exempt from the CRO, Tenant shall comply with all of the provisions of the CRO and this Lease. If Tenant is initially exempt from the CRO, but later no longer qualifies for such exemption, Tenant shall, at such time Tenant is no longer exempt, comply with the provisions of the CRO and this Lease. Failure to comply with the provisions of the CRO, including without limitation the requirements that all responses to the Questionnaire are complete and accurate, to provide updates as provided therein and to correct any deficiencies within ten (10) days of notice by City, or failure to comply with the provisions of this Lease shall constitute a material breach of this Lease.

18.6 Slavery Disclosure Ordinance. This Lease is subject to the applicable provisions of the Slavery Disclosure Ordinance. (“SDO”) (Section 10.41, et seq, of the Los Angeles Administrative Code). Unless otherwise exempt in accordance with the provision of this Ordinance, Tenant certifies that it has complied with the applicable provisions of the Ordinance. Under the provisions of Section 10.41.2(b) of the Los Angeles Administrative Code, City has the authority, under appropriate circumstances, to terminate this Lease and otherwise pursue legal remedies that may be available to City if City determines that Tenant failed to fully and accurately complete the SDO affidavit or otherwise violated any provision of the SDO.

18.7 Equal Benefits Provisions. This Lease is subject to Section 10.8.2.1, Article 1, Chapter 1, Division 10 of the Los Angeles Administrative Code (“Equal Benefits Provisions”) related to equal benefits to employees. Tenant agrees to comply with the provisions of Section 10.8.2.1. By way of specification but not limitation, pursuant to Section 10.8.2.1.c of the Los Angeles Administrative Code, the failure of Tenant to comply with the Equal Employment Practices provisions of this Lease may be deemed to be a material breach of this Lease. No such finding shall be made or penalties assessed, except upon a full and fair hearing after notice and an opportunity to be heard has been given to Tenant. Upon a finding duly made that Tenant has failed to comply with the Equal Employment Practices provisions of this Lease, this Lease may be forthwith terminated.

18.8 Tax Registration Certificates And Tax Payments. This Section is applicable where Tenant is engaged in business within the City of Los Angeles and is required to obtain a Tax Registration Certificate (“TRC”) pursuant to one or more of the following articles

(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 Lease, or the effective date of any extension of the Term or renewal of this Lease, Tenant shall provide to the City’s Department of General Services proof satisfactory to the General Manager of the Department of General Services that Tenant has the required TRCs and that Tenant is not then currently delinquent in any tax payment required under the Tax Ordinances. City may terminate this Lease upon thirty (30) days’ prior written notice to Tenant if City determines that Tenant 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 Lease. City may also terminate this Lease upon ninety (90) days prior written notice to at any time during the Term of this Lease if Tenant fails to maintain required TRCs or becomes delinquent in tax payments required under the Tax Ordinances and fails to cure such deficiencies within the ninety (90) day period (in lieu of any time for cure provided in Section 15).

18.9 Prevailing Wages. In connection with the construction of Improvements on the Premises, Tenant shall cause the Museum Entity to comply with the provisions of the State of California’s “prevailing wages” requirements, as such requirements are accepted by and made applicable to the City.

18.10 Applicability to the State of California. City agrees that the ordinance-mandated provisions contained in Sections 18.1 through 18.8, inclusive, above shall not apply to the Tenant’s operation of the subterranean parking garage to the extent State law prohibits such application. All of those provisions shall, in any event, apply to the Museum Entity and the development of the surface-level landscaped open space, the operation of such open space, and the construction of the subterranean parking garage, except, in each case, to the extent that the Museum Entity is exempt or excluded therefrom whether as a matter of law or as determined by the Bureau of Contract Administration of the City of Los Angeles, as applicable.

ARTICLE 19. MISCELLANEOUS PROVISIONS

19.1 Amendment Of Lease. No amendment, modification, supplement or mutual termination of any provision of this Lease shall in any event be effective unless the same shall be in writing and signed by City and Tenant.

19.2 Binding Effect. Subject to the provisions of this Lease relative to assignment (Article 15), this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, transferees, successors and assigns of the respective parties hereto.

19.3 Captions, Table Of Contents, And Index. The captions, table of contents, and index of this Lease are inserted only as a matter of convenience and reference, and they in no way define, limit, or describe the scope of any provisions of this Lease, or the intent of any

provision of this Lease, and shall not be used with respect to the interpretation of any provision of this Lease.

19.4 Conflict Of Laws And Venue. This Lease shall be governed by and construed under the laws of the State of California. Venue on any action arising out of this Lease will be proper only in the County of Los Angeles, State of California.

19.5 Corporate Resolution. If Tenant is a corporate entity, Tenant shall provide to City a current copy of its Corporate Resolution, or a Certificate of Tenant's Secretary, depicting the names and legal signatures of the officers of the Tenant authorized to execute legal documents, including this Lease, on behalf of Tenant. Within thirty (30) days of any change in such names, Tenant shall provide to City the updated Corporate Resolution.

19.6 Counterparts. This Lease may be executed in one or more counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument.

19.7 Exhibits - In Lease. All exhibits referred to are attached to this Lease and incorporated by reference.

19.8 Force Majeure. Whenever either party hereto shall be required by the provisions of this Lease or by law to perform any contract, act, work, construction, labor or services (excepting only the obligation to pay rent due hereunder) or to discharge any lien against the Premises, or to perform and comply with any laws, rules, orders, ordinances, regulations or zoning regulations, said party shall not be deemed to be in default herein and the other party shall not enforce or exercise any of its right under this Lease, if and so long as nonperformance or default herein shall be directly caused by strikes, non-availability of materials, war or national defense preemptions, governmental restrictions that are generally applicable, acts of God or other similar causes beyond the reasonable control of the nonperforming party (it is understood and agreed by the parties hereto that financial capacity and availability of funding shall not constitute force majeure); provided, however, that notwithstanding any of the provisions of the foregoing, the nonperforming party shall commence such performance and continue the same with diligence and continuity immediately after the removal of any of the causes hereinabove specified.

19.9 Gender. As used herein, the neuter gender includes the feminine and masculine, the masculine includes the feminine and the neuter and feminine includes the masculine and the neuter, and each includes , limited liability companies, partnerships or other legal entities when the context so requires.

19.10 Memorandum Of Lease. A Memorandum of Lease, substantially in the form as that attached to this Lease as Exhibit C, shall be completed and executed by both parties concurrently with the execution of this Lease. City shall record such Memorandum of Lease at its sole cost and expense immediately after execution of the Lease.

19.11 Integration. This Lease contains all of the agreements of the parties hereto with respect to the matters covered hereby, and no prior agreements, oral or written, or understandings

or representations of any nature whatsoever pertaining to any such matters shall be effective for any purpose unless expressly incorporated in the provisions of this Lease.

19.12 No Relocation Assistance. Tenant acknowledges that it is not entitled to relocation assistance or any other benefits under the California Relocation Assistance Act (Government Code Section 7260, et seq.), the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C.A. §4601, et seq.), or any other provisions of law upon termination of this Lease.

19.13 Possessory Interest Tax. By executing this Lease and accepting the benefits thereof, Tenant may be creating a property interest known as “possessory interest” which may be subject to property taxation. Tenant, as the party in whom the possessory interest is vested, shall be responsible for the payment of all property taxes, if any, levied upon such interest. Tenant acknowledges that the notice required under California Revenue and Taxation Code section 107.6 has been provided.

19.14 Quiet Enjoyment. If Tenant is not in default as provided herein, Tenant shall and may peaceably and quietly have, hold, and enjoy the Premises with necessary ingress and egress in accordance with the provisions hereof.

19.15 Severability. If any provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

19.16 Determination. Except as otherwise expressly provided herein, and subject to Section 1.3.2 above, all approvals, elections, consents, agreements, determinations, options and actions of City required pursuant to this Lease shall not be unreasonably withheld, determined, made or taken.

19.17 Time. Time is of the essence with respect to the performance or observance of each of the obligations, covenants and agreements under this Lease. Except where expressly stated to be “business days” or “working days,” the word “days” shall mean “calendar days.”

19.18 Parking Rights Under Separate Lease. The parties hereto are entering into, or have entered into, that certain First Amendment to Ground Lease – Athletic Field, dated as of the date hereof (“First Amendment to Playfield Lease”). Pursuant to the First Amendment to Playfield Lease, City is entitled to the use of certain 33 parking spaces, as specified therein. Upon expiration or termination of the First Amendment to Playfield Lease, City’s right to such 33 parking spaces shall continue under this Lease, as if such right is set forth herein, upon the same terms and conditions as the First Amendment to Playfield Lease (except for the lease term of such lease).

[Signature Page to Follow]

IN WITNESS WHEREOF, City and Tenant have caused this Lease to be executed as of the date of the attestation by the City Clerk.

<p>“Tenant”:</p> <p>The State of California, acting by and through the 6th District Agricultural Association, California Science Center, and the Office of Exposition Park Management</p>	<p>“City”:</p> <p>City of Los Angeles, a municipal corporation, acting by and through its Board of Recreation and Parks Commissioners</p>
<p>6th District Agricultural Association California Science Center</p> <p>By: _____ Ana M. Lasso, General Manager Office of Exposition Park Management Date: _____</p>	<p>By: _____ Sylvia Patsouras, President Date: _____</p> <p>By: _____ Armando Bencomo, Secretary Date: _____</p>
<p>Reviewed and Approved:</p> <p>Director of Department of General Services</p> <p>By: _____ Tony Psihopaidas, Manager State Owned Leasing and Development Date: _____</p>	<p>Approved as to form:</p> <p>Michael N. Feuer, City Attorney</p> <p>By: _____ Deputy City Attorney Date: _____</p>
<p>Recommend Approval:</p> <p>By: _____ Kimberley Tsumura Senior Real Estate Officer State Owned Leasing and Development Date: _____</p>	<p>Attest:</p> <p>Holly L. Wolcott, City Clerk</p> <p>By: _____ Deputy Date: _____</p>
<p>Consent:</p> <p>Natural Resources Agency</p> <p>By: _____ John Laird, Secretary Date: _____</p>	

EXHIBIT A-1: LEGAL DESCRIPTION OF PREMISES

PARCEL 1:

Those portions of Lots 101 and 102 of Southern District Agricultural Park and Adjoining Lots, as per map recorded in Book 4, page 352 of the Miscellaneous Records, in the office of the County Recorder of Los Angeles County, included within a strip of land, 60 feet wide, lying 30 feet on each side of the easterly prolongation of a line parallel with and distant 30 feet northerly, measured at right angles from the southerly line of Leighton Avenue, shown as 48th Street, 60 feet wide, on map of West Park Tract No. 2, recorded in Book 9, page 192 of Maps, in the office of said County Recorder, said southerly line being also the northerly line of Block E of said Tract.

ALSO, that portion of said Lot 101 bounded and described as follows:

Beginning at the intersection of the southerly line of said strip of land, 60 feet wide, with a line parallel with and distant 10 feet easterly, measured at right angles from the easterly line of Vermont Avenue, 70 feet wide, as shown on map of said West Park Tract No. 2; thence southerly along said last-mentioned parallel line a distance of 10 feet; thence northeasterly in a direct line to a point in said southerly line, said point being distant 10 feet easterly, measured along said southerly line, from the point of beginning; thence westerly along said southerly line to the point of beginning.

ALSO, that portion of said Lot 102 bounded and described as follows:

Beginning at the intersection of the southerly line of said strip of land, 60 feet wide, with the easterly line of said Lot 102; thence southerly along said easterly line a distance of 10 feet; thence northwesterly in a direct line to a point in said southerly line, said point being distant 10 feet westerly, measured along said southerly line, from the point of beginning; thence easterly along said southerly line to the point of beginning.

EXCEPTING therefrom any portion included within a public street.

EXCEPTING THAT PORTION OF LOT 101 IN VERMONT AVENUE, 80 FEET WIDE, AS ESTABLISHED BY DEED RECORDED ON JANUARY 27, 1909 AS INSTRUMENT NO. 178 IN BOOK 3568 PAGE 253 OF DEEDS.

PARCEL 2:

LOTS 97 AND 99 AND 100 OF SOUTHERN DISTRICT AGRICULTURAL PARK AND ADJOINING LOTS, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN 4 PAGE 352 OF MISCELLANEOUS RECORDS, OF LOS ANGELES COUNTY.

EXCEPTING THEREFROM ANY PORTIONS LYING WITHIN THE LINES OF ANY PUBLIC STREET OR ALLEY.

ALSO EXCEPTING THAT PORTION OF SAID LAND CONVEYED TO THE STATE OF CALIFORNIA, AS PER DEED RECORDED ON AUGUST 18, 1975 AS INSTRUMENT NO. 3184 IN BOOK D-6766 PAGE 422 OF OFFICIAL RECORDS.

PARCEL 3:

THAT PORTION OF THE NORTH-SOUTH ALLEY SHOWN UPON THE MAP OF SOUTHERN DISTRICT AGRICULTURAL PARK AND ADJOINING LOTS, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN 4 PAGE 352 OF MISCELLANEOUS RECORDS, OF LOS ANGELES COUNTY, LYING NORHTERLY OF THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF THAT PORTION OF LOT 101 OF THE ABOVE DESCRIBED MAP, DESCRIBED IN THE GRANT DEED WHICH RECORDED ON MARCH 24, 1975 AS INSTRUMENT NO. 2390 IN BOOK D-6595 PAGE 702 OF OFFICIAL RECORDS AND LYING SOUTHERLY OF THE SOUTHERLY LINE OF THE LAND DESCRIBED IN THE DEED WHICH RECORDED ON AUGUST 18, 1975 AS INSTRUMENT NO. 3184 IN BOOK D-6766 PAGE 422 OF OFFICIAL RECORDS.

PARCEL 4:

THE EASTERLY 10 FEET OF THE WESTERLY 20 FEET OF LEIGHTON AVENUE, FORMERLY KNOWN AS INYO STREET, AS SHOWN UPON THE MAP OF SOUTHERN DISTRICT AGRICULTURAL PARK AND ADJOINING LOTS, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN 4 PAGE 352 OF MISCELLANEOUS RECORDS, OF LOS ANGELES COUNTY.

THIS DESCRIPTION IS NOT TO BE USED FOR INSURANCE PURPOSES NOR IS IT TO BE USED FOR THE PURPOSE OF SALE, LEASE OR FINANCING THAT MAY BE A VIOLATION OF THE STATE MAP ACT OR LOCAL ORDINANCES. SAID LEGAL DESCRIPTION WILL HAVE TO BE RE-WRITTEN BASED ON ACTUAL LAND SURVEY AND MATHEMATICAL CLOSURE OR/AND APPROVED BY THE LICENSED LAND SURVEYOR.

EXHIBIT A-2: DEPICTION OF PREMISES

ONT

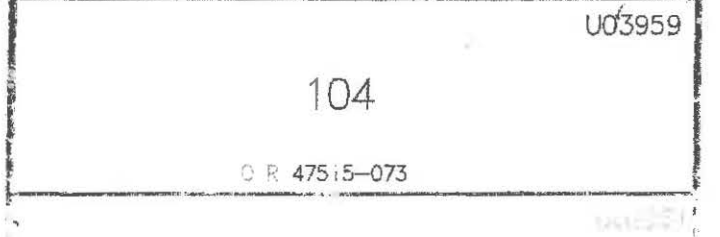
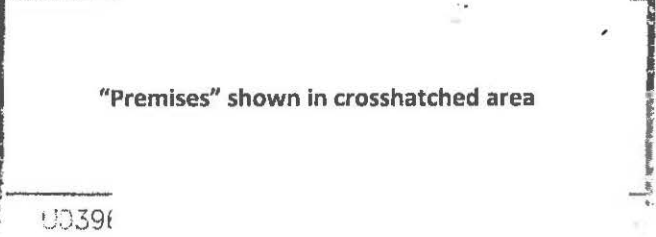
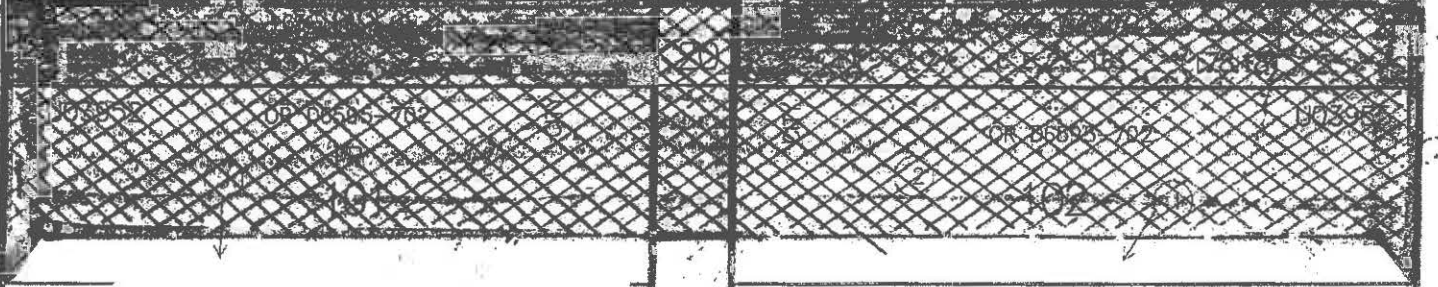
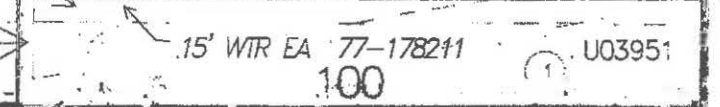
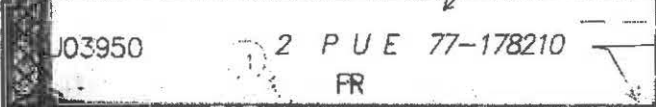
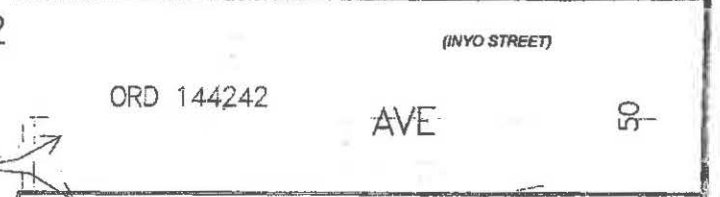
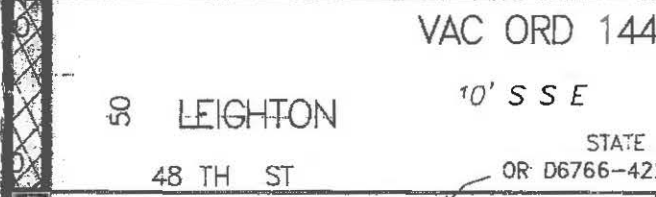
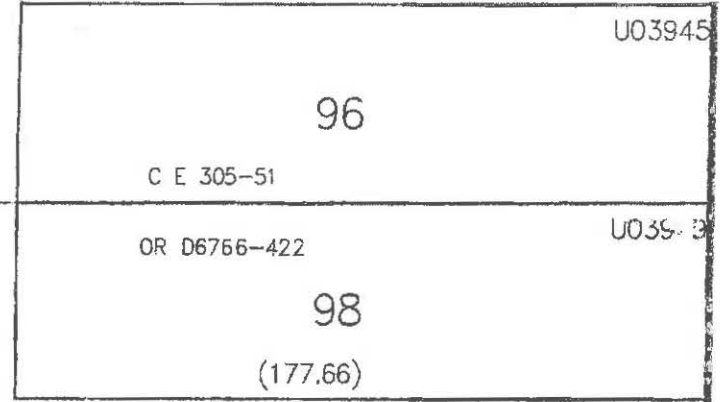
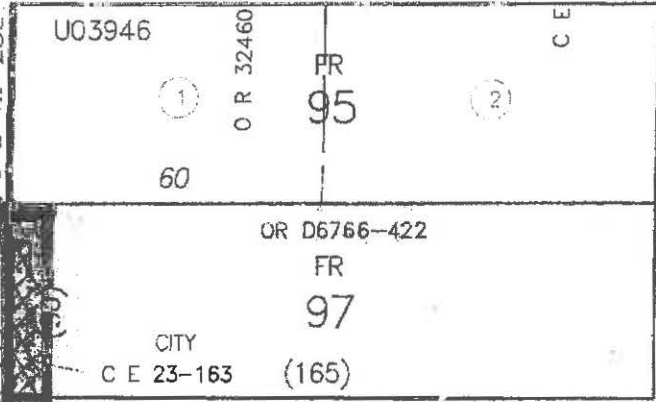
VERMONT AVENUE

* C E 12-285/289

* C E 12-282

* C E 13-119

* C E 12-289



VAC ORD 144242

10' S S E

ORD 144242

(INYO STREET)

50 LEIGHTON

AVE

50

48 TH ST

STATE

OR D6766-422

2 P U E 77-178210

.15' WTR EA 77-178211

"Premises" shown in crosshatched area

ALLEY



ROBERTSON

RAL AVE ORD 16205 MENLO AVE ORD 180338 ROBERTSON LN ORD 180804

EXHIBIT A-3: DEPICTION OF TENANT PARCELS

EXHIBIT A-3

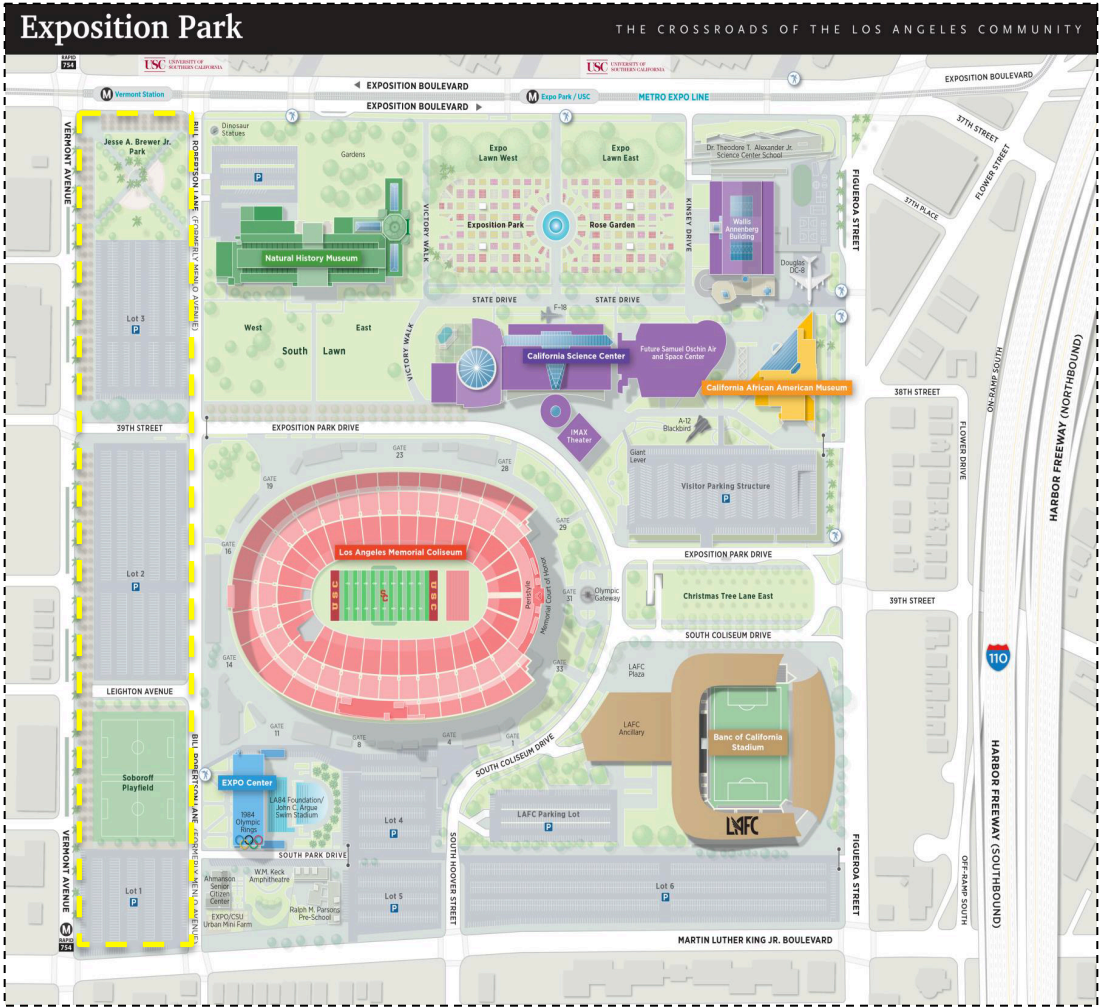


EXHIBIT A-3

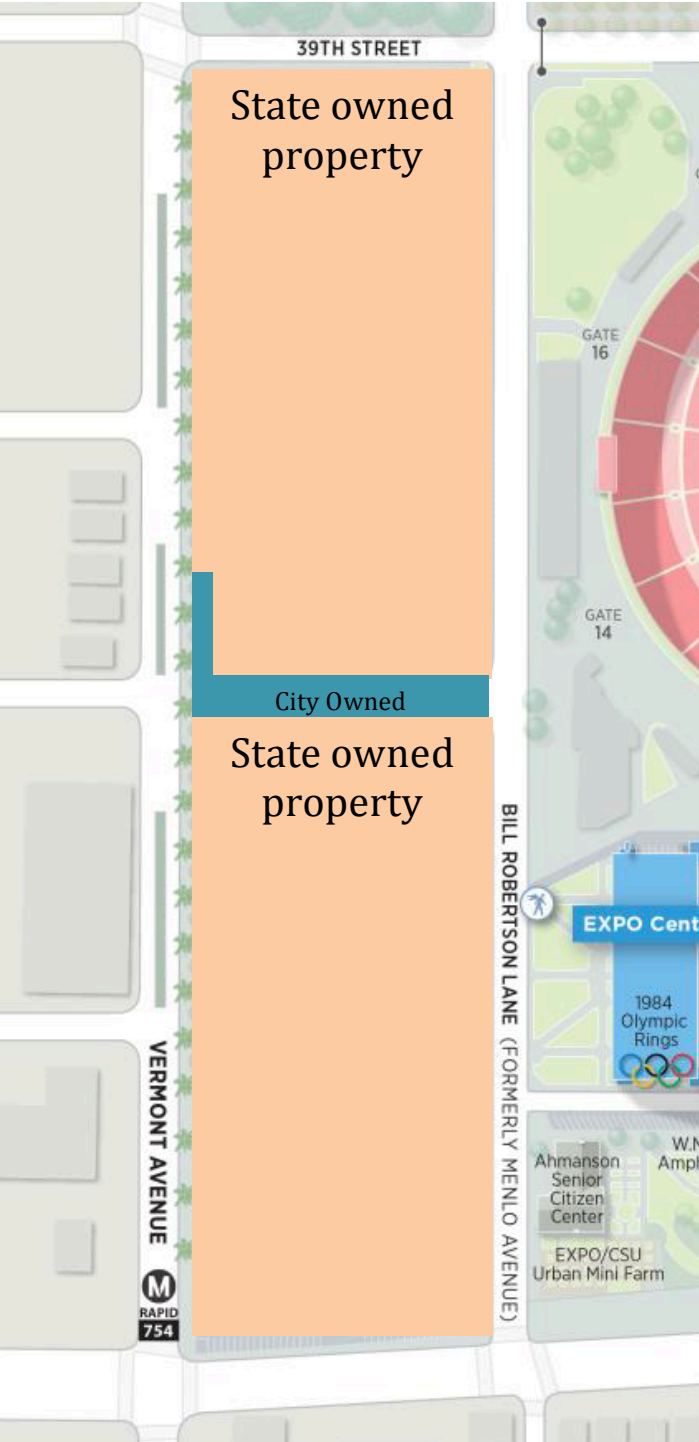


EXHIBIT B: INSURANCE REQUIREMENTS

[Please see attached]

Required Insurance and Minimum Limits

Name: Ground Lease for Leighton Avenue

Date: 05/16/2017

Agreement/Reference: for two parcels located West of Expo Center between City of Los Angeles and the State of California
 Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

	Limits
<hr/>	
<input checked="" type="checkbox"/> Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)	WC <u>Statutory</u>
	EL <u>\$1,000,000</u>
<input checked="" type="checkbox"/> Waiver of Subrogation in favor of City <input type="checkbox"/> Longshore & Harbor Workers <input type="checkbox"/> Jones Act	
<hr/>	
<input checked="" type="checkbox"/> General Liability <u>The City of Los Angeles must be named</u>	<u>\$5,000,000</u>
<input checked="" type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Sexual Misconduct <input checked="" type="checkbox"/> Fire Legal Liability <u>\$5,000,000</u> <input type="checkbox"/> _____	
<hr/>	
<input checked="" type="checkbox"/> Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)	<u>\$1,000,000</u>
<hr/>	
<input checked="" type="checkbox"/> Professional Liability (Errors and Omissions)	<u>\$1,000,000</u>
Discovery Period <u>12 Months After Completion of Work or Date of Termination</u>	
<hr/>	
<input checked="" type="checkbox"/> Property Insurance (to cover replacement cost of building - as determined by insurance company)	_____
<input checked="" type="checkbox"/> All Risk Coverage <input type="checkbox"/> Boiler and Machinery <input type="checkbox"/> Flood _____ <input checked="" type="checkbox"/> Builder's Risk <input type="checkbox"/> Earthquake _____ <input type="checkbox"/> _____	
<hr/>	
<input type="checkbox"/> Pollution Liability	_____
<input type="checkbox"/> Contractor's Pollution Liability	
<hr/>	
<input type="checkbox"/> Surety Bonds - Performance and Payment (Labor and Materials) Bonds	<u>100% of the contract price</u>
<input type="checkbox"/> Crime Insurance	_____
<hr/>	

Other: *Professional Liability Insurance is required for Contractor or any sub-contractor performing professional design/engineering type work as part of the project (if any).

EXHIBIT C: FORM OF MEMORANDUM OF LEASE

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

CITY OF LOS ANGELES
DEPARTMENT OF RECREATION
AND PARKS
c/o Office of the City Attorney
Real Property/Environment Division
Room 700, James K. Hahn City Hall East
200 North Main
Street Los Angeles, California 90012

Free recording in accordance with
CA Government Code Section 6103

MEMORANDUM OF GROUND LEASE

THIS MEMORANDUM OF GROUND LEASE (“Memorandum”) is made as of the date of attestation by the City Clerk of the City of Los Angeles on page 2 of this Memorandum, by and between the City of Los Angeles, a municipal corporation (“City”), and the State of California, acting by and through the 6th District Agricultural Association, California Science Center, and the Office of Exposition Park Management, with the approval of the Director of the Department of General Services (“Tenant”), who agree as follows:

1. Term and Premises. City leases to Tenant, and Tenant leases from City, certain real property located in the City of Los Angeles, County of Los Angeles, State of California, near 3980 South Bill Robertson Avenue, Los Angeles, California 90037, which property is described in **Exhibit 1** attached hereto, for a term of no longer than fifty (50) years, on and upon the provisions of that certain Ground Lease between the parties (“Lease”), dated as of _____, 2017. The provisions of the Lease are incorporated into this Memorandum by reference.
2. Provisions Binding On Tenant. The provisions of the Lease to be performed by Tenant, whether affirmative or negative in nature, are intended to and shall bind Tenant and its successors and assigns at any time, and shall inure to the benefit of City and its successors and assigns.
3. Provisions Binding on City. The provisions of the lease to be performed by City, whether affirmative or negative in nature, are intended to and shall bind City and its successors and assigns at any time, and shall inure to the benefit of Tenant and its successors and assigns.
4. Purpose of Memorandum. This Memorandum is prepared for the purpose of recordation, and it in no way modifies the provisions of the Lease.

5. Reference to Lease for All Purposes. Reference is hereby made to the entire Lease for any and all purposes. A true copy of the Lease is on file with the City Clerk of the City of Los Angeles, whose office is Room 360, City Hall, 200 North Spring Street, Los Angeles, California 90012.

<p>“Tenant”:</p> <p>The State of California, acting by and through the 6th District Agricultural Association, California Science Center, and the Office of Exposition Park Management</p>	<p>“City”:</p> <p>City of Los Angeles, a municipal corporation, acting by and through its Board of Recreation and Parks Commissioners</p>
<p>6th District Agricultural Association California Science Center</p> <p>By: _____ Ana M. Lasso, General Manager Office of Exposition Park Management Date: _____</p>	<p>By: _____ Sylvia Patsaouras, President Date: _____</p> <p>By: _____ Armando Bencomo, Secretary Date: _____</p>
<p>Reviewed and Approved:</p> <p>Director of Department of General Services</p> <p>By: _____ Tony Psihopaidas, Manager State Owned Leasing and Development Date: _____</p>	<p>Approved as to form:</p> <p>Michael N. Feuer, City Attorney</p> <p>By: _____ Deputy City Attorney Date: _____</p>
<p>Recommend Approval:</p> <p>By: _____ Kimberley Tsumura Senior Real Estate Officer State Owned Leasing and Development Date: _____</p>	<p>Attest:</p> <p>Holly L. Wolcott, City Clerk</p> <p>By: _____ Deputy Date: _____</p>
<p>Consent:</p> <p>Natural Resources Agency</p> <p>By: _____ John Laird, Secretary Date: _____</p>	

Exhibit 1

[legal description of leased premises]

PARCEL 1:

Those portions of Lots 101 and 102 of Southern District Agricultural Park and Adjoining Lots, as per map recorded in Book 4, page 352 of the Miscellaneous Records, in the office of the County Recorder of Los Angeles County, included within a strip of land, 60 feet wide, lying 30 feet on each side of the easterly prolongation of a line parallel with and distant 30 feet northerly, measured at right angles from the southerly line of Leighton Avenue, shown as 48th Street, 60 feet wide, on map of West Park Tract No. 2, recorded in Book 9, page 192 of Maps, in the office of said County Recorder, said southerly line being also the northerly line of Block E of said Tract.

ALSO, that portion of said Lot 101 bounded and described as follows:

Beginning at the intersection of the southerly line of said strip of land, 60 feet wide, with a line parallel with and distant 10 feet easterly, measured at right angles from the easterly line of Vermont Avenue, 70 feet wide, as shown on map of said West Park Tract No. 2; thence southerly along said last-mentioned parallel line a distance of 10 feet; thence northeasterly in a direct line to a point in said southerly line, said point being distant 10 feet easterly, measured along said southerly line, from the point of beginning; thence westerly along said southerly line to the point of beginning.

ALSO, that portion of said Lot 102 bounded and described as follows:

Beginning at the intersection of the southerly line of said strip of land, 60 feet wide, with the easterly line of said Lot 102; thence southerly along said easterly line a distance of 10 feet; thence northwesterly in a direct line to a point in said southerly line, said point being distant 10 feet westerly, measured along said southerly line, from the point of beginning; thence easterly along said southerly line to the point of beginning.

EXCEPTING therefrom any portion included within a public street.

EXCEPTING THAT PORTION OF LOT 101 IN VERMONT AVENUE, 80 FEET WIDE, AS ESTABLISHED BY DEED RECORDED ON JANUARY 27, 1909 AS INSTRUMENT NO. 178 IN BOOK 3568 PAGE 253 OF DEEDS.

PARCEL 2:

LOTS 97 AND 99 AND 100 OF SOUTHERN DISTRICT AGRICULTURAL PARK AND ADJOINING LOTS, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN 4 PAGE 352 OF MISCELLANEOUS RECORDS, OF LOS ANGELES COUNTY.

EXCEPTING THEREFROM ANY PORTIONS LYING WITHIN THE LINES OF ANY PUBLIC STREET OR ALLEY.

ALSO EXCEPTING THAT PORTION OF SAID LAND CONVEYED TO THE STATE OF CALIFORNIA, AS PER DEED RECORDED ON AUGUST 18, 1975 AS INSTRUMENT NO. 3184 IN BOOK D-6766 PAGE 422 OF OFFICIAL RECORDS.

PARCEL 3:

THAT PORTION OF THE NORTH-SOUTH ALLEY SHOWN UPON THE MAP OF SOUTHERN DISTRICT AGRICULTURAL PARK AND ADJOINING LOTS, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN 4 PAGE 352 OF MISCELLANEOUS RECORDS, OF LOS ANGELES COUNTY, LYING NORHTERLY OF THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF THAT PORTION OF LOT 101 OF THE ABOVE DESCRIBED MAP, DESCRIBED IN THE GRANT DEED WHICH RECORDED ON MARCH 24, 1975 AS INSTRUMENT NO. 2390 IN BOOK D-6595 PAGE 702 OF OFFICIAL RECORDS AND LYING SOUTHERLY OF THE SOUTHERLY LINE OF THE LAND DESCRIBED IN THE DEED WHICH RECORDED ON AUGUST 18, 1975 AS INSTRUMENT NO. 3184 IN BOOK D-6766 PAGE 422 OF OFFICIAL RECORDS.

PARCEL 4:

THE EASTERLY 10 FEET OF THE WESTERLY 20 FEET OF LEIGHTON AVENUE, FORMERLY KNOWN AS INYO STREET, AS SHOWN UPON THE MAP OF SOUTHERN DISTRICT AGRICULTURAL PARK AND ADJOINING LOTS, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN 4 PAGE 352 OF MISCELLANEOUS RECORDS, OF LOS ANGELES COUNTY.

THIS DESCRIPTION IS NOT TO BE USED FOR INSURANCE PURPOSES NOR IS IT TO BE USED FOR THE PURPOSE OF SALE, LEASE OR FINANCING THAT MAY BE A VIOLATION OF THE STATE MAP ACT OR LOCAL ORDINANCES. SAID LEGAL DESCRIPTION WILL HAVE TO BE RE-WRITTEN BASED ON ACTUAL LAND SURVEY AND MATHEMATICAL CLOSURE OR/AND APPROVED BY THE LICENSED LAND SURVEYOR.