

**FIRST AMENDMENT TO
DEVELOPMENT AGREEMENT**

by and between

THE CITY OF LOS ANGELES

and

UNIVERSAL STUDIOS LLC

dated as of

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

This First Amendment to Development Agreement (“First Amendment”) is executed this _____ day of _____, 2016, by and between the CITY OF LOS ANGELES, a municipal corporation (“City”), and Universal Studios LLC, a Delaware Limited Liability Company (“Universal” or the “Property Owner”) pursuant to California Government Code Section 65864 *et seq.*, and the implementing procedures of the City, with respect to the following:

RECITALS

WHEREAS, the City and Universal entered into that certain Development Agreement (C-121996; CF 12-1657; CPC Case No. 2007-253-DA) dated April 5, 2013, and recorded on April 10, 2013, in the Official Records of Los Angeles County, State of California as Instrument No. 20130533327 (the “Agreement”) after adoption by the City Council of Ordinance No. 182,437 on February 5, 2013; and

WHEREAS, the Agreement governs the expansion and development of certain real property owned by Property Owner within the City (commonly known as Universal City); and

WHEREAS, the Agreement provides for the implementation of public benefits above and beyond the necessary mitigation for the project, including funding in the amount of \$250,000 in 4 equal annual installments of \$62,500 to a City segregated fund for neighborhood protection for the Outpost community (in the amount of \$50,000); and (ii) neighborhood improvements and beautification for Cahuenga Boulevard (in the amount of \$200,000), pursuant to Section 4.1.3.13 of the Agreement; and

WHEREAS, Universal has deposited funds totaling \$137,500 into said City segregated fund for the implementation of the aforementioned public benefits; and

WHEREAS, the City and Universal desire to expedite the implementation of the neighborhood projects contemplated under Section 4.1.3.13 of the Agreement, such that Universal will immediately provide the \$250,000 in funds required under Section 4.1.3.13 directly to the respective neighborhood communities, and the City wishes to reimburse Universal for the \$137,500 in funds deposited.

AGREEMENT

NOW, THEREFORE, pursuant to the authority contained in the Development Agreement Act, as it applies to the City, and in consideration of the mutual promises and covenants herein contained and other valuable consideration the receipt and adequacy of which the Parties hereby acknowledge, the Parties mutually agree to amend the Agreement as follows:

1. Incorporation into Agreement. This First Amendment is hereby incorporated into the Agreement such that the references to the “Agreement” or the “Development Agreement” in the Agreement’s text shall hereafter also include this First Amendment. Unless otherwise set forth or modified herein, all capitalized terms used in this First Amendment shall have the same meaning as provided in the Agreement.

2. Definition. The following definition shall apply in the Agreement and this First Amendment:

a. **Amendment Date.** The “Amendment Date” means the date on which this First Amendment is attested by the City Clerk of the City of Los Angeles after execution by the Property Owner and the Mayor of the City of Los Angeles.

3. Amendment to Section 4.1.3.13. Section 4.1.3.13 is hereby amended and restated in full as follows:

“13. Property Owner shall provide funding in the amount of \$250,000 to designated neighborhood organizations as follows: (i) for neighborhood protection for the Outpost community, the amount of \$50,000 payable to the Outpost Homeowners Association; and (ii) for neighborhood improvements and beautification for Cahuenga Boulevard, the amount of \$200,000 payable to the Cahuenga Pass Property Owners Association.”

4. Refund of Previously Deposited Funds. Property Owner shall provide the funding to the designated organizations set forth in Section 4.1.3.13 no later than upon thirty (30) days following the Amendment Date. City shall reimburse to Universal funds held by the City in the amount of \$137,500, previously deposited by Property Owner, for neighborhood protection in the Outpost community and neighborhood improvements and beautification for Cahuenga Boulevard, pursuant to motions previously approved by the City Council (CF 12-1657-S3 and CF 12-1657-S7). Property Owner shall provide to City copies of (a) the letters transmitting the payments to the designated organizations and (b) the checks made out to the designated organizations within 30 days of Property Owner making such payments.

5. Recordation. As provided in Government Code Section 65868.5, a copy of this First Amendment shall be recorded with the Registrar-Recorder of the County of Los Angeles within ten (10) days following the Amendment Date. Property Owner shall provide the City Clerk with the fees for such recording prior to or at the time of such recording should the City record the First Amendment.

6. Other Terms and Conditions. All other terms and conditions of the Agreement shall remain unchanged.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to the Agreement to be executed by their duly authorized representatives:

CITY OF LOS ANGELES, a municipal corporation of the State of California

By: _____
Eric Garcetti, Mayor

Date: _____

APPROVED AS TO FORM:

MIKE FEUER, City Attorney

By: _____
Laura Cadogan Hurd, Deputy City Attorney

Date: _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____
[], Deputy Clerk

Date: _____

UNIVERSAL STUDIOS LLC, a Delaware limited liability company

By: _____
Corinne Verdery
Chief Real Estate Development Officer

Date: _____

APPROVED AS TO FORM:

By: _____
George J. Mhlsten, Latham & Watkins LLP