

INDEMNITY AGREEMENT

This Indemnity Agreement ("Agreement") is entered into as of June 11, 2014 ("Effective Date"), by and between the CITY OF LOS ANGELES, a municipal corporation ("City"), and NBCUNIVERSAL MEDIA, LLC, a Delaware limited liability company ("NBCUniversal", together with the City, the "Parties", and each a "Party").

RECITALS

- A. In connection with the NBC Universal Evolution Plan project ("Project"), the City previously certified the Environmental Impact Report for the Project (EIR No. ENV-2007-254-EIR) and adopted California Environmental Quality Act findings, a Statement of Overriding Considerations, and a Mitigation Monitoring and Reporting Program.
- B. The City has required, as Mitigation Measure B-3 of the Mitigation Monitoring and Reporting Program for the Project, the construction of a new southbound on-ramp to the Hollywood (U.S. Highway 101) Freeway from Universal Studio Boulevard ("Cal Trans Freeway On-Ramp").
- C. Construction of the Cal Trans Freeway On-Ramp requires that it cross over privately-owned property located at 3400 Cahuenga Boulevard, Los Angeles, California 90068 (in whole or any portion thereof, the "3400 Property"), which is described in Exhibit A attached hereto.
- D. The City is contemplating the potential acquisition and disposition of the 3400 Property to facilitate construction of the Cal Trans Freeway On-Ramp.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, promises and undertakings set forth herein and other consideration, the receipt and adequacy of which the Parties hereby acknowledge, the Parties agree as follows:

1. Indemnification. NBCUniversal hereby agrees to defend (with counsel reasonably acceptable to the City), indemnify, and hold harmless the City and its officials, agents, officers, employees, consultants, and contractors from any and all claims, demands, proceedings, rights, actions, causes of action, writs, liabilities, damages, losses, obligations, judgments, suits, and costs or expenses, including without limitation reasonable attorneys' fees, of any kind or nature whatsoever, that, in any manner, directly or indirectly, in whole or in part, arise in connection with, result from, relate in any way to, are caused by, or are alleged to arise in connection with, result from, relate in any way to, or be caused by any of the City's: (i) action to authorize or evaluate acquisition of the 3400 Property by any means, (ii) execution of any contract in furtherance of its acquisition of the 3400 Property by any means, (iii) attempt to acquire or actual acquisition of the 3400 Property by any means, and/or (iv) attempt to dispose or actual disposition of the 3400 Property by any means, for NBCUniversal's construction of the Cal Trans Freeway On-Ramp ("Indemnified Claim(s)"). Upon being served with a lawsuit or other legal process involving an Indemnified Claim, the City shall timely notify NBCUniversal

thereof. The obligations imposed in this Section shall apply notwithstanding any allegation or determination in the Indemnified Claim that the City acted contrary to applicable laws. Nothing in this Section shall be construed to mean that NBCUniversal shall defend, indemnify, and hold harmless the City (or its officials, agents, officers, and employees) from any claims arising from, or alleged to arise from, the intentional misconduct or gross negligence of the City (or its officials, agents, officers, and employees) in the performance of this Agreement. NBCUniversal may, at any time, notify the City in writing (including therein a specific reference to this Section of this Agreement) that NBCUniversal is requesting the City to terminate any further efforts to acquire the 3400 Property. If NBCUniversal notifies the City in writing of NBCUniversal's request that the City terminate any further efforts to acquire the 3400 Property, then the City shall, in a timely manner, terminate such acquisition, provided that termination of the 3400 Property acquisition by the City is still feasible at the time of receipt of the notice from NBCUniversal, as such feasibility is determined by the City in its discretion. NBCUniversal shall have no further obligation to indemnify the City upon the City's termination of its efforts to acquire the 3400 Property, provided, however, NBCUniversal shall remain liable for all Indemnified Claims related to actions of the City prior to the termination of acquisition activities related to the 3400 Property. Notwithstanding anything to the contrary, NBCUniversal's obligation under this Section 1 shall include any Indemnified Claims made prior to this Agreement.

2. Costs. NBCUniversal shall pay any and all reasonable costs incurred by the City in connection with the City's acquisition of the 3400 Property by any means for NBCUniversal's construction of the Cal Trans Freeway On-Ramp ("Costs"). Costs shall include, but are not necessarily limited to, reasonable legal costs and fees incurred by the City, including reasonable charges for staff time. All third-party Costs shall be paid by NBCUniversal within thirty (30) days of NBCUniversal's receipt of the City's invoice therefor accompanied by reasonably detailed supporting documentation evidencing the City's incurrence of such third-party Costs. Notwithstanding anything to the contrary, NBCUniversal's obligations under this Section 2 shall include any Costs incurred prior to this Agreement.

3. Entire Agreement. This Agreement supersedes any previous oral agreements concerning the subject matter hereof and shall not be modified except by a writing executed by the Parties to be bound thereby.

4. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

5. Headings. Section headings used in this Agreement are inserted for convenience only and are not intended to be a part hereof or in any way to define, limit or describe the scope and intent of the particular provisions to which they refer.

6. Severability. If any provisions of this Agreement, or the application thereof to any circumstances of either Party, shall be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to whom or which it is held invalid or unenforceable shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

7. [reserved].

8. Notices. Any notice or communication required hereunder between the City or NBCUniversal must be in writing, and shall be given either personally or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. Any Party hereto may at any time, by giving ten (10) days' written notice to the other party hereto, designate any other address in substitution of the address, or any additional address, to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to the City:

City of Los Angeles
Attention: General Manager
of the Department of General Services
200 North Spring Street
Los Angeles, CA 90012

with copies to:

Los Angeles City Attorney's Office
Real Property/Environment Division
Los Angeles City Attorney's Office
7th Floor, City Hall East
200 North Main Street
Los Angeles, CA 90012

If to NBCUniversal:

NBCUniversal Media, LLC
Attention: Chief Real Estate Development
& Planning Officer
100 Universal City Plaza, 1280-8
Universal City, CA 91608

with copies to:

Latham & Watkins LLP
Attention: George Mihlsten
355 South Grand Avenue
Los Angeles, CA 90071

9. Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought and refers expressly to this Section. No waiver of any right or remedy with respect to any occurrence or event shall be deemed a waiver of any right or remedy with respect to any other occurrence or event.

10. Successors And Assignees. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties, and their respective successors and assignees.

11. No Third Party Beneficiaries. The only Parties to this Agreement are the City and NBCUniversal and their successors-in-interest. There are no third party beneficiaries and this Agreement is not intended, and shall not be construed to benefit or be enforceable by any other person whatsoever.

12. Authority. Each signatory to this Agreement represents and warrants that he or she is authorized to sign this Agreement and thereby to make it fully binding according to its terms.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date:

THE CITY

CITY OF LOS ANGELES, a municipal corporation

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:
HOLLY L. WOLCOTT, Interim City Clerk

By: _____
Name: _____
Title: _____
Date: _____

NBCUNIVERSAL

NBCUNIVERSAL MEDIA, LLC,
a Delaware limited liability company

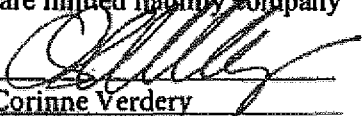
By: 
Name: Corinne Verdery
Title: Chief Real Estate Development Officer
Date: 06/11/14

EXHIBIT "A"

PARCEL 1:

PARCEL "C" IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON PARCEL MAP L.A. NO. 5343, FILED IN BOOK 172 PAGES 5 AND 6 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

PARCEL "B" IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON PARCEL MAP L.A. NO. 5343, FILED IN BOOK 172 PAGES 5 AND 6 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE SOUTHEASTERLY 8.25 FEET.

END OF LEGAL DESCRIPTION