

Attachment A

Second Amendment to Implementation Agreement

**SECOND AMENDMENT
TO
IMPLEMENTATION AGREEMENT**

by and among

City of Los Angeles,

L.A. Event Center, LLC,

L.A. Convention Hall, LLC,

L.A. Parking Structures, LLC, and

L.A. Arena Land Company, LLC.

Dated as of _____, 201__

**SECOND AMENDMENT
TO
IMPLEMENTATION AGREEMENT**

This Second Amendment to Implementation Agreement (“Second Amendment”) is made as of this _____ day of _____, 201____ (“Second Amendment Effective Date”), by and among L.A. Arena Land Company, LLC, a Delaware limited liability company, L.A. Convention Hall, LLC, a Delaware limited liability company, L.A. Event Center, LLC, a Delaware limited liability company, L.A. Parking Structures, LLC, a Delaware limited liability company, and the City of Los Angeles, a California municipal corporation and charter city (“City”) (collectively, the “Parties”).

RECITALS

A. The Parties previously entered into that certain Implementation Agreement, dated as of October 18, 2012, in connection with a proposed renovation of the Los Angeles Convention Center and development of an event center commonly known as the Farmers Field. That Implementation Agreement, as supplemented by a certain October 17, 2012, letter and amended by that certain First Amendment to Implementation Agreement (“First Amendment”) entered into by and among the Parties as of October 16, 2014, shall be collectively referred to herein as the “Implementation Agreement”. All capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Implementation Agreement.

B. The Parties now desire to enter into this Second Amendment to clarify the Plan B Design Process specified in the First Amendment in order to more accurately reflect the Parties’ intent.

NOW THEREFORE, IN CONSIDERATION of the mutual agreements, obligations, and representations, the Parties hereby agree as follows:

AGREEMENT

I. Clarification Regarding Plan B Design Process

That certain portion of Section III of the First Amendment that states:

“(b) Following the full execution of this First Amendment and until April 17, 2015, the City and AEG shall jointly continue the City’s “Plan B Design Process” in order to advance the mutually desired expansion and modernization of the Los Angeles Convention Center in the event that the conditions to Closing under the Implementation Agreement cannot be timely satisfied, all as follows:

(i) The City, acting jointly through its CLA and CAO, shall work with the LACC Commission president or another designated LACC Commissioner, the City’s Bureau

of Engineering, and Developer to formulate and provide design criteria to each of the Selected Architects and to issue a notice to proceed with the design competition pursuant to such design criteria;”

shall be deleted in its entirety and replaced with the following:

“(b) Following the full execution of this First Amendment and until April 17, 2015, the City will continue its “Plan B Design Process” in order to advance the desired expansion and modernization of the Los Angeles Convention Center in the event that the conditions to Closing under the Implementation Agreement cannot be timely satisfied, all as follows:

(i) The City, acting jointly through its CLA and CAO, shall work with the LACC Commission president or another designated LACC Commissioner, and the City’s Bureau of Engineering, to formulate and provide design criteria to each of the Selected Architects and issue a notice to proceed with the design competition pursuant to such design criteria;”.

The following new subsection (vii) shall be added to Section III. (b) of the First Amendment immediately following the existing Section III. (b)(vi) thereof:

“(vii) Prior to finalizing the design criteria and issuing a notice to proceed with the design competition to any of the Selected Architects, the City shall first afford the general public with a reasonable opportunity, but in no event less than 15 days after the City makes available to the general public its proposed design criteria, to comment on the City’s proposed design criteria.”

II. Affirmation of Other Terms

Except as otherwise provided herein, all terms and conditions contained in the Implementation Agreement (inclusive of the First Amendment) are hereby ratified and confirmed. The Implementation Agreement (inclusive of the First Amendment) shall remain in full force and effect, except as expressly modified by this Second Amendment.

[signature pages follow]

IN WITNESS WHEREOF, the Parties hereby have executed this Second Amendment as of the Second Amendment Effective Date.

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

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

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

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

ATTEST:

HOLLY L. WOLCOTT, City Clerk

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

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

L.A. EVENT CENTER, LLC, a Delaware
limited liability company

By: _____

Name: _____

Title: _____

Date: _____

L.A. ARENA LAND COMPANY, LLC, a
Delaware limited liability company

By: _____

Name: _____

Title: _____

Date: _____

L.A. CONVENTION HALL, LLC, a
Delaware limited liability company

By: _____

Name: _____

Title: _____

Date: _____

L.A. PARKING STRUCTURES, LLC, a
Delaware limited liability company

By: _____

Name: _____

Title: _____

Date: _____