

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

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Space Above This Line For Recorder's Use

**AMENDMENT NO. 2 TO DEVELOPMENT AGREEMENT**

This Amendment No. 2 to Development Agreement ("Second Amendment") is executed this \_\_\_\_\_ day of \_\_\_\_\_ 2012 ("Effective Date") by and between THE CITY OF LOS ANGELES, a municipal corporation (the "City") and L.A. ARENA LAND COMPANY, LLC, a Delaware corporation (as successor in interest to L.A. Arena Land Company, Inc.) pursuant to California Government Code Section 65868 and the implementing procedures of the City. The City and L.A. Arena Land Company, LLC are together sometimes referred to herein as the "Parties".

**RECITALS**

A. The City and L.A. Arena Land Company, Inc. entered into that certain Development Agreement dated March 26, 1998, and recorded on March 27, 1998 in the official records of Los Angeles County, California, as Instrument No. 98-501503 (the "Development Agreement") after adoption by the City Council as Ordinance No. 171764 on October 28, 1997 for property legally described in Exhibit "B" of the Development Agreement (the "Property"), which Property is as of the Effective Date the site of an arena commonly known as STAPLES Center.

B. The City, L.A. Arena Land Company, Inc. and L.A. Arena Funding, LLC (as partial successor in interest to L.A. Arena Land Company, Inc.) entered into that certain Amendment No. 1 to Development Agreement dated June 7, 2003 which was unrecorded. The Development Agreement, as so amended, is referred to herein as the "Original Development Agreement". Initially capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Original Development Agreement.

C. The City and L.A. Arena Land Company, Inc. entered into that certain Arena Ground Lease dated March 26, 1998 for which a Memorandum of Lease was recorded in the official records of Los Angeles County, California as Instrument No. 98-501505 (the "Arena Ground Lease"). Concurrently with the execution of this Second Amendment, the City and L.A. Arena Land Company, LLC have entered into an amendment to the Arena Ground Lease (the "First Amendment to Arena Ground Lease"). The Arena Ground Lease, as so amended, is referred to herein as the "Amended Arena Ground Lease".

D. Immediately prior to its adoption of Ordinance No. \_\_\_\_\_ authorizing the execution of this Second Amendment, the Los Angeles City Council approved Ordinance No. \_\_\_\_\_ adopting CPC Case No. 2012-849-GPA-VZC-SP-SN-DA ("Convention and Event Center Approval"), more fully described in Attachment "1" to this Second Amendment, which among other things, changed the zoning for the Property and authorized development of a multi-purpose event center under the Convention and Event Center Specific Plan and signage pursuant to the Convention and Event Center Sign District.

E. The Parties desire to enter into this Second Amendment, pursuant to Section 6.8 of the Original Development Agreement, in order to: (1) amend the legal description of the Property to remove therefrom those portions of the Property that have been released from the Arena Ground Lease pursuant to the First Amendment to Arena Ground Lease; and (2) amend the definition of "Project Approvals" to be consistent with the Convention and Event Center Approval.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and conditions herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to amend the Original Development Agreement as follows:

Section 1. Legal Description. Upon execution of the First Amendment to the Arena Ground Lease, and without further action of the Parties hereto, certain property as described in Attachment "2" to this Second Amendment shall automatically be deemed excluded as part of the Property as though such property were excluded from the legal description of the Property as of the Effective Date. To reflect these changes, upon execution of the First Amendment to the Arena Ground Lease, the Parties shall record the modified legal description attached as Attachment "3" to this Second Amendment as a correction to the legal description set forth in Exhibit "B" to the Original Development Agreement. Any reference to Exhibit "B" in the Original Development Agreement shall be deemed a reference to Attachment "3".

Section 2. Convention and Event Center Specific Plan Definition. The following definition for "Convention and Event Center Specific Plan" is added to Exhibit "A" Glossary of Defined Terms of the Original Development Agreement in alphabetical order:

*"Convention and Event Center Specific Plan" means the Convention and Event Center Specific Plan, as adopted by the Los Angeles City Council on \_\_\_\_\_, 2012, and as subsequently amended.*

Section 3. Arena Ground Lease Definition. The definition for "Arena Ground Lease" in Exhibit "A" – Glossary of Defined Terms of the Original Development Agreement is deleted and replaced with the following language:

*"Arena Ground Lease" means that certain Ground Lease by and between the City of Los Angeles and L.A. Event Center, Inc. dated March 26, 1998, for which a Memorandum of Lease was recorded in the official records of Los Angeles County, California as Instrument No. 98-501505, as amended*

by that certain First Amendment to Arena Ground Lease dated \_\_\_\_\_ and recorded on \_\_\_\_\_, in the official records of Los Angeles County, California as Instrument No. \_\_\_\_\_ with respect to property generally referred to as the Property in the First Amendment to Arena Ground Lease, as the same may be amended from time to time.

Section 4. Applicable Rules Definition. The first sentence of the definition for "Applicable Rules" in Exhibit "A" – Glossary of Defined Terms of the Original Development Agreement is deleted and replaced with the following language:

*"Applicable Rules" means the rules, regulations, ordinances and officially adopted policies of the City in force as of the effective date of the ordinance authorizing this Agreement; provided, however, that the Project Approvals (as amended by the Second Amendment) shall be included within the Applicable Rules as if such Project Approvals were in effect as of the Effective Date.*

Section 5. Second Amendment Definition. The following definition for "Second Amendment" is added to Exhibit "A" Glossary of Defined Terms of the Original Development Agreement in alphabetical order:

*"Second Amendment" means that certain document entitled Amendment No. 2 to Development Agreement and amending this Agreement.*

Section 6. Project Approvals. Exhibit "C" to the Original Development Agreement, entitled Project Approvals, is replaced with Attachment "2" to this Second Amendment.

Section 7. City Procedures and Actions.

(a) Planning Commission Action. The Planning Commission held a duly noticed public hearing on \_\_\_\_\_, and recommended approval of this Second Amendment on the same date.

(b) City Council Action. The City Council on \_\_\_\_\_, after conducting a duly noticed public hearing, adopted Ordinance No. \_\_\_\_\_, to become effective on the thirty-first day after publication, or on the forty-first day after posting, approving this Second Amendment, found that its provisions are consistent with the City's General Plan, the Central City Community Plan, the Convention and Event Center Specific Plan, and the Municipal Code, and authorized the execution of this Second Amendment.

Section 8. Effectiveness of Second Amendment. This Second Amendment is dated for convenience only and shall only become effective on the date which is the latest of (i) the date this Second Amendment is executed by L.A. Arena Land Company, LLC and (ii) the date this Second Amendment is approved and executed by the City.

Section 9. Counterparts. This Second Amendment may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

Section 10. No Other Changes, Consistency. Notwithstanding any changes and deletions contained herein, all other provisions of the Original Development Agreement remain the same. In the event of any conflict between the terms of the Original Development Agreement and this Second Amendment, the terms of this Second Amendment shall govern.

Section 11. Severability. If any provision of this Second Amendment should be determined by a court to be invalid or unenforceable, the remaining provisions of this Second Amendment shall remain in full force and effect and continue to be binding on the Parties.

[SIGNATURES PROVIDED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment as of the date first written above.

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

APPROVED AS TO FORM:  
Carmen Trutanich,  
City Attorney

By: \_\_\_\_\_  
Antonio Villaraigosa, Mayor  
DATE:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Deputy City Attorney  
DATE:

ATTEST:  
June Lagmay, City Clerk

By: \_\_\_\_\_ Deputy  
DATE:

L.A. Arena Land Company, LLC  
A Delaware limited liability company

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: William F. Delvac  
of Armbruster Goldsmith & Delvac  
LLP

By: \_\_\_\_\_  
Name: Ted Fikre  
Title:

Counsel for L.A. Arena Land Company, LLC

L.A. ARENA FUNDING, LLC  
A Delaware limited liability company

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: William F. Delvac  
of Armbruster Goldsmith & Delvac  
LLP

By: \_\_\_\_\_  
Name:  
Title:

Counsel for L.A. ARENA FUNDING, LLC

**CALIFORNIA ALL PURPOSE ACKNOWLEDGEMENT**

State of California }  
County of \_\_\_\_\_ }

On \_\_\_\_\_ before me, \_\_\_\_\_  
Date Here Insert Name and Title of the Officer

personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_  
Signature of Notary Public

Place Notary Seal and/or Stamp above

ATTACHMENT "1"

PROJECT APPROVALS

Case No. CPC 97-0120 (CUB)      Conditional Use Permit for on-site alcohol sales and service.

Ordinance No. 172465              Ordinance establishing signage provisions for the Property.

Case No. CPC 2012-849  
(GPA)(VZC)(SP)(SN)(DA)

- General Plan map amendment to: (a) change the Regional Commercial land use designation of portions of STAPLES Center to Public Facilities; (b) amend the General Plan Land Use Map for the Central City Community Plan area to include a footnote establishing the Specific Plan as the land use regulatory document for the Project Site and to designate the Convention and Event Center Specific Plan area on the Community Plan Specific Plan Area Map and provide for correspondence of Public Facilities designation with the CEC (Convention and Event Center Specific Plan) zone; and (c) reclassify a segment of 12th Street from "collector street" to "local" street (Resolution No. \_\_\_\_\_);
- Vesting zone change for the Specific Plan area from PF-4D-O (Public Facilities) and C2-4D-O (Commercial) to CEC (Convention and Event Center Specific Plan) and corresponding modification to the Municipal Code to add the CEC Zone (Ordinance No. \_\_\_\_\_);
- Convention and Event Center Specific Plan to regulate development within the Convention and Event Center Specific Plan area (Ordinance No. \_\_\_\_\_);
- Convention and Event Center Sign District (Ordinance No. \_\_\_\_\_);
- Development Agreement (Ordinance No. \_\_\_\_\_);
- Vacation of air space, surface and subsurface portions of Pico Boulevard, L.A. Live Way and Bond Street and vacation of air space over 12th Street (Ordinance No. \_\_\_\_\_);
- Approval of Modified Street designations to the Downtown Street Standards;
- Design Review approval by the City's Cultural Affairs Commission;
- Haul Route Approval.

ATTACHMENT "2"

LEGAL DESCRIPTION AND MAP OF EXCLUDED PROPERTY

LEGAL DESCRIPTION

SWAP PARCEL

STAPLES ARENA TO EVENT CENTER

A portion of Lot 1 of Tract No. 28165, in the City of Los Angeles, County of Los Angeles, State of California as shown on the map filed in Map Book 814, Pages 66 through 69, inclusive, Records of said County described as follows:

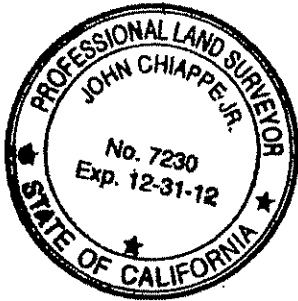
Beginning at a point on the northwesterly line of said Lot 1, distant thereon South 28°31'52" West 800.07 feet from the northwesterly terminus of said line shown as "North 28°21'02" East 927.28 feet" on said Tract No. 28165; thence South 61°21'58" East 777.22 feet; thence North 28°38'02" East 261.42 feet; thence North 61°21'58" West 7.10 feet; thence North 28°38'02" East 121.16 feet to the True Point of Beginning; thence continuing, North 28°38'02" East 1.98 feet; thence South 61°21'58" East 15.97 feet; thence North 28°38'02" East 355.54 feet; thence North 61°27'12" West 73.04 feet; thence North 28°32'48" East 84.42 feet to the northeasterly line of said Lot 1 and the beginning on a non-tangent curve, concave northeasterly, having a radius of 651.00 feet and to which a radial line bears South 25°49'44" West; thence northwesterly along said curved northeasterly boundary of Lot 1, 28.42 feet, through a central angle of 2°30'05"; thence continuing along said northeasterly line of Lot 1, North 61°40'12" West 13.66 feet to a point distant thereon South 61°40'12" East 652.41 feet from the northwesterly terminus of said line shown as "South 61°51'43" East 666.02 feet" on said Tract No. 28165; thence South 28°19'48" West 44.47 feet to the beginning of a curve concave northerly and having a radius of 105.00 feet; thence southwesterly, westerly and northwesterly 138.02 feet along said curve through a central angle of 75°18'41"; thence North 76°21'31" West 33.23 feet to the beginning of a curve concave southerly and having a radius of 43.00 feet; thence westerly 29.66 feet along said curve through a central angle of 39°31'13"; thence on a non-tangent line South 61°21'38" East 162.17 feet; thence North 28°38'22" East 31.50 feet; thence South 61°21'38" East 34.73 feet; thence South 28°38'22" West 31.50 feet; thence South 61°21'38" East 32.62 feet; thence South 28°36'56" West 269.35 feet to a line which bears North 61°37'17" West and

PSOMAS

1 passes through the True Point of Beginning; thence South 61°37'17" East 3.24 feet to the  
2 True Point of Beginning.

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This Legal Description is described on the accompanying exhibit "Exhibit Map Swap Parcel", is made a part hereof for reference purposes and was prepared as a convenience and is not intended for the use in the division and/or conveyance of land in violation of the Subdivision Map Act of the State of California.



A large, stylized handwritten signature in black ink, positioned above a horizontal line.

John Chiappe Jr., PLS 7230  
PSOMAS

Date: 8/31/2012



ATTACHMENT "3"

LEGAL DESCRIPTION AND MAP OF THE PROPERTY

LEGAL DESCRIPTION

REVISED STAPLES ARENA

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Lots 2 and 3, a portion of Lot 1 of Tract No. 28165, in the City of Los Angeles, County of Los Angeles, State of California as shown on the map filed in Map Book 814, Pages 66 through 69, inclusive, Records of said County, and Trenton Street North, 82.00 feet and 97.00 feet wide, as shown on said Tract No. 28165 and now vacated by (Council File No. 82-1136 of said City) Resolution No. 90-01558 of said City, on file in the Office of the City Clerk of said City, and recorded August 16, 1990 as Instrument No. 90-1426183, Official Records of said County, lying easterly and northeasterly of the following described line:

Beginning at a point on the northeasterly line of said Lot 1, distant thereon South 61°40'12" East 652.41 feet from the northwesterly terminus of said line shown as "South 61°51'43" East 666.02 feet" on said Tract No. 28165; thence South 28°19'48" West 44.47 feet to the beginning of a curve concave northerly and having a radius of 105.00 feet; thence southwesterly, westerly and northwesterly 138.02 feet along said curve through a central angle of 75°18'41"; thence North 76°21'31" West 33.23 feet to the beginning of a curve concave southerly and having a radius of 43.00 feet; thence westerly 29.66 feet along said curve through a central angle of 39°31'13"; thence on a non-tangent line South 61°21'38" East 162.17 feet; thence North 28°38'22" East 31.50 feet; thence South 61°21'38" East 34.73 feet; thence South 28°38'22" West 31.50 feet; thence South 61°21'38" East 32.62 feet; thence South 28°36'56" West 269.35 feet; thence South 61°37'17" East 63.37 feet; thence North 73°42'51" East 60.45 feet, to the beginning of a non-tangent curve concave westerly, having a radius of 161.60 feet and to which beginning a radial line bears North 72°48'41" East; thence southwesterly along said curve 100.58 feet through a central angle of 35°39'46"; thence on a non-tangent line, South 61°26'10" East 377.61 feet to the northwesterly right-of-way line of Figueroa Street, 112.00 feet wide, as shown on said Tract.

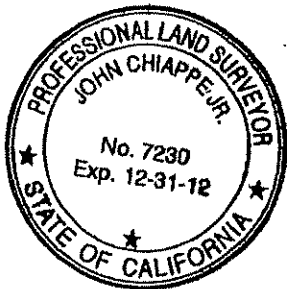
PSOMAS

1 Excepting therefrom that portion of said Lot 1 lying northwesterly of the following  
2 described line:

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4 Beginning at a point on the northwesterly line of said Lot 1, distant thereon South  
5 28°31'52" West 800.07 feet from the northwesterly terminus of said line shown as  
6 "North 28°21'02" East 927.28 feet" on said Tract No. 28165; thence South 61°21'58"  
7 East 777.22 feet; thence North 28°38'02" East 261.42 feet; thence North 61°21'58" West  
8 7.10 feet; thence North 28°38'02" East 123.14 feet; thence South 61°21'58" East 15.97  
9 feet; thence North 28°38'02" East 355.54 feet; thence North 61°27'12" West 73.04 feet;  
10 thence North 28°32'48" East 84.42 feet to the northeasterly line of said Lot 1.

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This Legal Description is described on the accompanying exhibit "Exhibit Map Revised  
Staples Arena", is made a part hereof for reference purposes and was prepared as a  
convenience and is not intended for the use in the division and/or conveyance of land in  
violation of the Subdivision Map Act of the State of California.

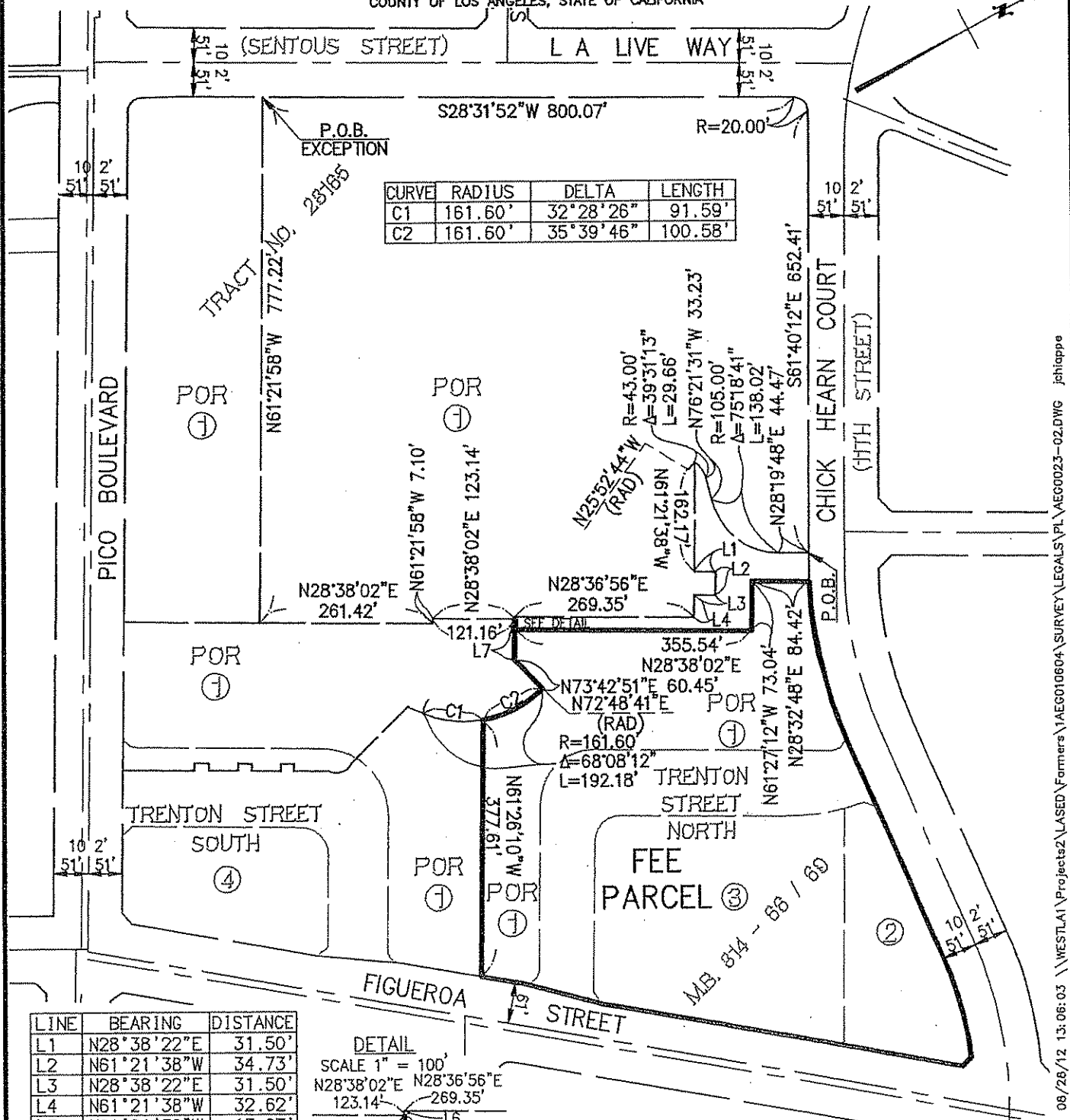


John Chiappe Jr., PLS 7230  
PSOMAS

Date: 8/28/2012

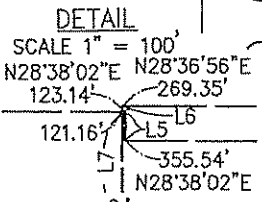
# EXHIBIT MAP REVISED STAPLES ARENA

IN THE CITY OF LOS ANGELES  
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

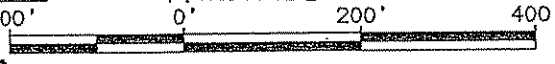


CURVE	RADIUS	DELTA	LENGTH
C1	161.60'	32°28'26"	91.59'
C2	161.60'	35°39'46"	100.58'

LINE	BEARING	DISTANCE
L1	N28°38'22"E	31.50'
L2	N61°21'38"W	34.73'
L3	N28°38'22"E	31.50'
L4	N61°21'38"W	32.62'
L5	N61°21'58"W	15.97'
L6	N61°37'17"W	3.24'
L7	N61°37'17"W	60.13'



DATE: 08/28/12 REVISED ON:  
JOB No: 1AEG010604 TASK 103



**Convention &  
Event Center Project**

GRAPHIC SCALE  
1" = 200'

AEG0023-02

**PSOMAS**  
555 South Flower Street, Suite 4400  
Los Angeles, CA 90071  
(213)223-1400 (213)223-1444 (FAX)

Plotted: 08/28/12 13:06:03 \\WESTL1\Projects2\LA SED\Farmers\1AEG010604\SURVEY\LEGALS\PL\AEG0023-02.DWG jchiappa

