

ASSIGNMENT AND ASSUMPTION OF LEASE

This Assignment and Assumption of Lease ("**Assignment**") is dated as of July 29, 2013 (the "**Effective Date**") by and between the LOS ANGELES MEMORIAL COLISEUM COMMISSION, a joint powers agency created by agreement among public agencies pursuant to Title 1, Division 7, Chapter 5 (Section 6500 et seq.) of the California Government Code ("**Commission**") and the LOS ANGELES MEMORIAL COLISEUM ASSOCIATION ("**Association**" and collectively with Commission, "**Assignor**"), and the UNIVERSITY OF SOUTHERN CALIFORNIA, a California nonprofit public benefit corporation ("**Assignee**").

RECITALS

A. Kinetic Leasing, Inc., a North Dakota corporation, as "Lessor," and Commission and Association, as "Co-Lessee," entered into that certain Master Lease Agreement dated December 16, 2010, as supplemented by Equipment Schedule No. 101, Option to Purchase and Certificate of Delivery and Acceptance, each dated December 16, 2010 (collectively, the "**Kinetic Lease**").

B. Assignor desires to assign all of its right, title and interest as Co-Lessee in, to and under the Kinetic Lease to Assignee, and Assignee desires to accept such assignment and to assume Assignor's obligations under the Lease, upon and subject to the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment and Assumption. Effective as of the Effective Date Assignor hereby assigns to Assignee all of its right, title and interest in and to the Kinetic Lease. Assignor agrees to indemnify, defend and hold Assignee harmless from and against any and all losses, costs, claims, damages, liabilities and expenses, including, without limitation, reasonable attorneys' fees and expenses, arising out of or relating to events occurring prior to the Effective Date and arising out of Assignor's obligations as lessee under the Kinetic Lease. Assignee hereby assumes all of Assignor's obligations under the Kinetic Lease first originating on or after (but not before) the Effective Date. Assignee agrees to indemnify, defend and hold Assignor harmless from and against any and all losses, costs, claims, damages, liabilities and expenses, including, without limitation, reasonable attorneys' fees and expenses, arising out of or relating to events occurring from and after the Effective Date and arising out of Assignee's obligations as lessee under the Kinetic Lease.

2. Reversion. Assignor and Assignee are concurrently entering into a First Amendment to Lease and Agreement (the "**Amendment**"). Notwithstanding anything in this Assignment to the contrary, if the Amendment is terminated pursuant to Section 18.1 thereof, (a) effective as of the Reassignment Date all of Assignee's right, title and interest in and to the Kinetic Lease accruing or arising from and after December 17, 2013 (the "**Reassignment Date**") automatically shall be assigned from Assignee to Assignor, and Assignor shall assume all of Assignee's obligations under the Kinetic Lease first originating on or after the Reassignment Date, (b) Assignee's indemnity obligations under Paragraph 1 of this Assignment shall pertain only to

events occurring during the period beginning on the Effective Date and ending on, but not including, the Reassignment Date, and (c) Assignor agrees to indemnify, defend and hold Assignee harmless from and against any and all losses, costs, claims, damages, liabilities and expenses, including, without limitation, reasonable attorneys' fees and expenses, arising out of or relating to events occurring from and after the Reassignment Date and arising out of Assignor's obligations under the Kinetic Lease.

3. Further Assurances. Assignor and Assignee hereby covenant that each will, at any time and from time to time upon request of the other, and without the assumption of any additional liability, execute and deliver such further documents and do such further acts as such party may reasonably request in order to fully effectuate the purpose of this Assignment.

4. Attorney's Fees. In the event of any legal or equitable proceeding to enforce any of the terms or conditions of this Assignment, or any alleged disputes, breaches, defaults or misrepresentations in connection with any provision of this Assignment, the prevailing party in such proceeding shall be entitled to recover its reasonable costs and expenses, including, without limitation, reasonable attorneys' fees and costs of defense paid or incurred in good faith

5. Successors. This Assignment shall be binding upon, and shall inure to the benefit of, each of the parties hereto and to their respective successors and assigns.

6. Severability. If any provision of this Assignment as applied to either party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Assignment, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Assignment as a whole.

7. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute but one and the same agreement.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, Assignor and Assignee have entered into this Assignment as of the Effective Date.

LOS ANGELES MEMORIAL
COLISEUM COMMISSION

By: _____
Don Knabe, President

UNIVERSITY OF SOUTHERN
CALIFORNIA

By: Todd Dickey
Todd Dickey, Senior Vice President,
Administration

LOS ANGELES MEMORIAL COLISEUM
ASSOCIATION

By: _____
Don Knabe, Chairperson

APPROVED AS TO FORM:

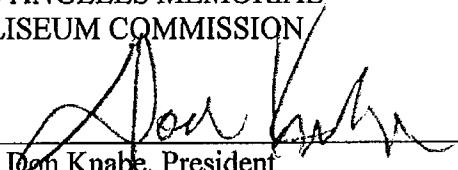
By: _____
Thomas J. Faughnan, Commission Legal
Counsel and Association Legal Counsel

APPROVED AS TO FORM:

By: _____
Munger, Tolles & Olson LLP

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LOS ANGELES MEMORIAL
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Don Knabe, President

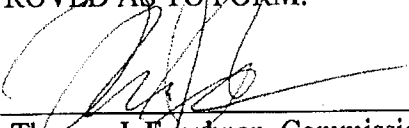
UNIVERSITY OF SOUTHERN
CALIFORNIA

By: _____
Todd Dickey, Senior Vice President,
Administration


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ASSOCIATION

By: 
Don Knabe, Chairperson

APPROVED AS TO FORM:

By: 
Thomas J. Faughnan, Commission Legal
Counsel and Association Legal Counsel

APPROVED AS TO FORM:

By: 
Munger, Tolles & Olson LLP