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15 CITY OF PASADENA and
16 ROSE BOWL OPERATING COMPANY

17 CITY OF PASADENA and ROSE BOWL
18 OPERATING COMPANY,

19 Plaintiffs,

20 vs.

21 THE REGENTS OF THE UNIVERSITY OF
22 CALIFORNIA, on behalf of its Los Angeles
campus; KROENKE SPORTS &
23 ENTERTAINMENT, LLC; STADCO LA, LLC;
and DOES 3-10, inclusive,

24 Defendants.

**[NO FEE PURSUANT TO
GOVERNMENT CODE § 6103]**

Case No. 25STCV31621
Assigned for all Purposes: Hon. Joseph Lipner

FIRST AMENDED COMPLAINT FOR:

- (1) BREACH OF CONTRACT;
- (2) ANTICIPATORY REPUDIATION;
- (3) DECLARATORY RELIEF;
- (4) BREACH OF IMPLIED COVENANT
OF GOOD FAITH AND FAIR
DEALING;
- (5) PROMISSORY ESTOPPEL; AND
- (6) TORTIOUS INTERFERENCE WITH
CONTRACT RELATIONS

Action Filed: October 29, 2025

DEMAND FOR JURY TRIAL

1 Plaintiffs the City of Pasadena (the “City”) and the Rose Bowl Operating Company (“RBOC”)
2 (collectively, “Plaintiffs”), by their attorneys and for their complaint against Defendants The Regents
3 of the University of California, on behalf of its Los Angeles campus (“The Regents” or “UCLA”),
4 Kroenke Sports & Entertainment, LLC (“KSE”), and Stadco LA, LLC (“StadCo”) (collectively, the
5 “SoFi Defendants” and together with UCLA, “Defendants”), allege as follows:

6 **NATURE OF THE ACTION**

7 1. The Rose Bowl Stadium and its deep, generational bond with UCLA Football are
8 woven into the very identity of the City. The Rose Bowl Stadium is far more than a venue for football
9 games; it is a National Historic Landmark and the beating heart of college football in Southern
10 California. For more than a century, it has hosted the storied “Rose Bowl Game[®],” and for over four
11 decades, it has been home to the UCLA Bruins. Its legacy extends beyond college football. The Rose
12 Bowl Stadium has welcomed Super Bowls, Olympic events, and World Cup matches, standing as a
13 symbol of excellence and tradition. As UCLA itself has proudly proclaimed, the Rose Bowl Stadium
14 is “[t]he nation’s most famous college stadium” and “[o]ne of the finest football stadiums in
15 America.”¹

16 2. Unfortunately, this lawsuit arises in an era when money too often eclipses meaning and
17 the pursuit of profit threatens to erase the very traditions that breathe life into institutions. Yet some
18 commitments are too fundamental to be traded away. At this moment, UCLA must be held to its
19 contractual obligations with the City: to keep the Rose Bowl Stadium as the home of UCLA Football
20 and to preserve a long-standing partnership in American sports.

21 3. For decades, Pasadena and its residents have poured their hearts—and millions of
22 taxpayer dollars—into sustaining and celebrating this partnership. The City has invested not only in
23 infrastructure, but in shared identity. Now, UCLA has chosen to cast that aside, unequivocally
24 expressing its intent to abandon the Rose Bowl Stadium and relocate its home football games to SoFi
25 Stadium in Inglewood, the impacts of which cannot be fully remedied with monetary damages, as the
26 court has already previewed.² This is not only a clear breach of the contract that governs the parties’

27 ¹ *The Rose Bowl*, UCLABRUINS.COM, <https://uclabruins.com/facilities/the-rose-bowl/1>.

28 ² Hr’g Tr. on Plfs.’ Ex Parte Appl. for TRO & Order to Show Cause re: Prelim. Inj. at 51:15–18 (Nov. 12, 2025).

1 relationship, but it is also a profound betrayal of trust, of tradition, and of the very community that
2 helped build UCLA Football.

3 4. The City’s considerable investments in the Rose Bowl Stadium—which include
4 nearly \$200 million in public investment, modernization, and bond financing by Pasadena
5 taxpayers—were made in reliance on a multi-decade commitment from UCLA. In 1982, UCLA
6 and the City entered into their first contract for UCLA to play its home football games at the Rose
7 Bowl Stadium. In 2010, UCLA and RBOC, on behalf of the City, further memorialized the terms
8 of their long-term partnership by entering into the Restated Rose Bowl Agreement (the
9 “Agreement,” attached as **Exhibit A**). That Agreement, later amended in 2014 (the “Amendment,”
10 attached as **Exhibit B**), is as clear as the blue and gold on a fall Saturday in Pasadena: UCLA is
11 bound to play all of its home football games at the Rose Bowl Stadium through June 30, 2044, *see*
12 Ex. B ¶ 2, and it must “not conduct any Home Games . . . in any facility located in the Los Angeles
13 [area] or in Orange County, other than the [Rose Bowl Stadium],” Ex. A ¶ 2.a. Any violation of
14 that commitment constitutes a breach of contract “for which monetary damages alone would be
15 inadequate and for which [RBOC] would be entitled to seek equitable remedies to compel
16 enforcement of this Agreement.” *Id.* ¶ 2.d.

17 5. Under the Agreement, UCLA does not pay any rent in the traditional sense to play its
18 home football games at the Rose Bowl Stadium. Essentially, UCLA plays at the stadium for free,
19 and even takes a portion of the stadium revenues for ticket sales and food and beverage concessions
20 for each home football game played.

21 6. In further recognition of the importance of UCLA’s commitment, the contract
22 declares that even “[a]ny *attempt* by [UCLA] to terminate this Agreement” constitutes a breach “for
23 which monetary damages alone would be inadequate.” *Id.* ¶ 30.d (emphasis added).

24 7. UCLA’s commitments were not made in a vacuum. They were essential because the
25 City’s and RBOC’s significant capital investments in the Rose Bowl Stadium and other stadium
26 projects were undertaken largely at UCLA’s request, for UCLA’s benefit, *and* in reliance on UCLA
27 being home at the Rose Bowl Stadium for decades to come. In some instances, Plaintiffs undertook
28 substantial projects and obligations *not* required by the Agreement, in deference to their partnership

1 with UCLA. In reliance on UCLA's assurances that it would remain home at the Rose Bowl
2 Stadium, Plaintiffs accelerated UCLA-specific improvements in direct support of project delivery
3 ahead of the 2026 UCLA Football season that they would have otherwise ceased or modified to
4 avoid the expenses they have incurred from UCLA's false promises.

5 8. Yet UCLA has now chosen to disregard all of its promises under the Agreement,
6 formally notifying Plaintiffs that it is "moving on," that "there's no way [it is] staying long term."
7 After years of public assurances (and repeated private reassurances) that the UCLA-Rose Bowl
8 Stadium partnership would endure, UCLA has abruptly decided to abandon the stadium, nearly
9 twenty years before its binding commitment expires. It did so in secret, while its leaders continued
10 to suggest to Plaintiffs that no departure was planned, and while Plaintiffs continued to spend
11 millions on improvements requested by, or for the benefit of, UCLA.

12 9. UCLA's planned departure from the Rose Bowl Stadium has immeasurable
13 devastating impacts on Plaintiffs and comes at a particularly vulnerable moment for the City. Less
14 than a year ago, the Eaton Fire destroyed thousands of homes in Pasadena and surrounding
15 communities and caused tens of billions of dollars in property damage. The City and its residents
16 are still rebuilding physically, financially, and emotionally. During that crisis, the Rose Bowl
17 Stadium itself became a lifeline for the region, serving as a base for thousands of first responders
18 and emergency personnel who came from across the country and around the world to assist. At a
19 time when the Pasadena community needs unity and partnership, UCLA's decision to walk away
20 undermines recovery and betrays the spirit of resilience that defines this community.

21 10. UCLA also did not act alone in its planned departure. KSE and StadCo—the
22 sophisticated corporate entities that own and operate SoFi Stadium in Inglewood, California—bear
23 responsibility for interfering with the contractual relations between Plaintiffs and UCLA. On
24 information and belief, the SoFi Defendants were fully aware of UCLA's binding obligations under
25 the Agreement, yet they deliberately encouraged and facilitated UCLA's plan to leave the Rose
26 Bowl Stadium and negotiated a deal to move UCLA football home games to SoFi Stadium. KSE
27 and StadCo did so in complete disregard of the interference and harm that their actions would cause
28 and with knowledge that such actions would disrupt UCLA's performance of the Agreement.

1 11. Tellingly, since Plaintiffs filed this action, UCLA has steadfastly refused to commit
2 to return to the Rose Bowl for 2026 (much less for the remainder of its full lease term). UCLA has
3 had every opportunity to do so—in open court, through communications with counsel, or through
4 direct dialogue between the parties. That refusal speaks volumes. And the uncertainty itself is
5 already causing Plaintiffs harm by tarnishing their brand and reputation and interfering with
6 RBOC’s fundraising and operational planning. In fact, during just the pendency of this lawsuit, a
7 donor for the Rose Bowl Stadium has backed out of a \$1 million pledge due to UCLA’s refusal to
8 commit.

9 12. The City and RBOC now turn to this Court for declaratory relief to clarify the parties’
10 obligations and to ensure that UCLA honors its promises and that the SoFi Defendants be held
11 accountable for their intentional interference. UCLA has no legal basis to abandon the Agreement,
12 and it has never claimed otherwise. No amount of money can remedy the irreparable harm that
13 would result from dismantling this historic partnership in the middle of UCLA’s lease. UCLA itself
14 acknowledged as much in the Agreement. Plaintiffs, as well as Pasadena’s taxpayers and UCLA’s
15 fans, deserve the certainty of knowing that the Bruins will continue to play their home football
16 games at the Rose Bowl Stadium for the next decade and beyond.

17 13. Defendants’ actions have and continue to injure the City and RBOC, whose business
18 and financial operations depend critically on UCLA home football games played at the Rose Bowl
19 Stadium. As recognized by the court, the Agreement expressly acknowledges that damages are
20 inadequate and the entire contract “is built around bonds that are issued by the City of Pasadena and
21 paid for by revenue from UCLA Football,” such that the City would be forced to “dip into general
22 revenue if there is no injunctive relief.”³ Prohibiting UCLA from relocating its home football games
23 is a workable, straightforward relief that simply requires UCLA to comply with its existing
24 obligations under the Agreement. UCLA’s conduct and admissions in the wake of Plaintiffs filing
25 suit confirm the propriety of that relief. UCLA has already admitted there has been no Game
26 Threatening Default, and while UCLA has insisted that Plaintiffs “come and talk to UCLA” outside
27 of the public eye, the court has acknowledged there is nothing to “talk” about, observing: “I don’t

28 ³ *Id.* at 51:19–24.

1 know why UCLA can't just show up and play football at the Rose Bowl. You don't need to talk to
2 them at all. Put them on a bus or however they get there and show up and play.”⁴

3 14. While monetary damages could never truly remedy Defendants' conduct, the harm
4 that would befall Pasadena and its residents could easily exceed a billion dollars (or more). These
5 losses include the hundreds of millions invested by Plaintiffs, partners, donors, and taxpayers to
6 renovate the Rose Bowl Stadium and complete other projects undertaken at UCLA's request and in
7 reliance on UCLA's commitment to remain at the Rose Bowl Stadium through 2044; lost profits
8 from ticket sales, concessions, and related commissions that accompany every home football game;
9 damage to the Rose Bowl Stadium's brand and reputation as a result of one of its core tenants'
10 abandonment; tens of millions of pledge donations in capital projects; and the immeasurable blow
11 to local businesses that depend on the steady economic lifeline of UCLA Football weekends. The
12 only way to prevent this cascading economic and cultural damage is to ensure that UCLA fulfills
13 its promise and continues to play its home football games at the Rose Bowl Stadium.

14 15. In the end, this case will be a test of values. UCLA's greatness has never come from
15 its wealth or its wins, but from its role as a teacher—to its students and the broader community—of
16 what it means to lead with principle. The City and RBOC ask only that UCLA practice what it
17 teaches: that honor still matters, that promises endure, and that integrity is not for sale.

18 **THE PARTIES**

19 16. Plaintiff City of Pasadena is a municipal corporation in the County of Los Angeles,
20 California, which owns the Rose Bowl Stadium.

21 17. Plaintiff Rose Bowl Operating Company is a California not-for-profit, public benefit
22 corporation, organized and incorporated pursuant to Title 2, Article IV of the Municipal Code of
23 the City of Pasadena, created to operate and manage the Rose Bowl Stadium on behalf of the City
24 and its citizens.

25 18. Defendant The Regents of the University of California is a constitutionally chartered
26 public corporation organized under Article IX, Section 9 of the California Constitution. The
27

28 ⁴ *Id.* at 44:7–17.

1 Regents govern the University of California system, including UCLA. The Regents entered into
2 the Restated Rose Bowl Agreement on behalf of the University of California's Los Angeles campus.

3 19. Defendant Kroenke Sports & Entertainment, LLC is a Delaware limited liability
4 company with its principal place of business in Denver, Colorado. KSE is one of the largest and
5 most sophisticated sports and entertainment conglomerates in the world, owning and operating
6 major professional franchises and sports venues across the United States (including California) and
7 abroad. KSE is an affiliate of StadCo LA, LLC, the developer and operator of SoFi Stadium in
8 Inglewood, California.

9 20. Defendant StadCo LA, LLC is a Delaware limited liability company with its principal
10 place of business in Inglewood, California. StadCo owns, manages, and operates SoFi Stadium, a
11 multi-billion-dollar sports and entertainment complex that serves as the home of two National
12 Football League ("NFL") teams: the Los Angeles Rams and the Los Angeles Chargers. StadCo is
13 an affiliate of Kroenke Sports & Entertainment, LLC.

14 21. The true names and capacities, whether individual, corporate, associate, or otherwise,
15 of the Defendants named herein as DOES 3-10, inclusive, are unknown to Plaintiffs at this time and
16 therefore said Defendants are sued by such fictitious names. Plaintiffs will seek to amend this
17 Complaint to insert the true names and capacities of said Defendants when the same become known
18 to Plaintiffs. Plaintiffs are informed and believe, and based thereupon allege, that each of the
19 fictitiously named Defendants is responsible for the wrongful acts alleged herein, and is therefore
20 liable to Plaintiffs as alleged hereinafter.

21 **JURISDICTION AND VENUE**

22 22. This Court has jurisdiction over this proceeding under California Constitution, article
23 VI, section 10, and Code of Civil Procedure section 410.10.

24 23. This Court has personal jurisdiction over The Regents because it is a public
25 corporation created under the laws of California.

26 24. This Court has personal jurisdiction over KSE because it does business in California,
27 has engaged in acts or omissions within California underlying the allegations in this Complaint on
28 information and belief, including interfering with the Agreement, and has otherwise established

1 contacts within California making the exercise of personal jurisdiction proper.

2 25. This Court has personal jurisdiction over StadCo because its principal place of
3 business is in Los Angeles County, California; it conducts business in California; has engaged in
4 acts or omissions within California underlying the allegations in this Complaint on information and
5 belief, including interfering with the Agreement; and has otherwise established contacts within
6 California making the exercise of personal jurisdiction proper.

7 26. As detailed herein, on information and belief, representatives for KSE and StadCo
8 negotiated and coordinated with UCLA to relocate its home football games from the Rose Bowl to
9 SoFi Stadium in Inglewood, both located in Los Angeles County. And, on information and belief,
10 those actions occurred in Los Angeles County, or, to the extent conducted remotely, involved
11 officials, decision-makers, and other individuals located in Los Angeles County. KSE and StadCo's
12 tortious interference and related misconduct arise directly out of California-based contacts. By
13 purposefully availing themselves of the privilege of conducting business, taking actions with respect
14 to a deal or contractual relationship with UCLA in California to be interpreted under California law
15 and that involves a football team and a stadium located in Los Angeles County, and by causing
16 foreseeable injury in this County, KSE and StadCo are subject to the personal jurisdiction of this
17 Court.

18 27. Venue is proper in this Court because the Agreement's formation and obligations are
19 required to be performed within this County, specifically at the Rose Bowl Stadium in Pasadena,
20 where UCLA agreed to play all of its home football games. It is undisputed that Defendants are
21 also either at home, conduct business, or maintain principal offices within this County. Moreover,
22 the Agreement provides for venue in Los Angeles: "all claims or controversies arising out of or
23 related to performance under this Agreement shall be submitted to and resolved in a forum within
24 the County of Los Angeles at a place to be determined by the rules of the forum." Ex. A ¶ 38.i.vi.

25 **BACKGROUND**

26 **The Rose Bowl Stadium: A Century of History and American Greatness**

27 28. The roots of the Rose Bowl Stadium run deep in American sports lore. To start, the
28 tradition of the Rose Bowl Game® dates back to the first "Tournament East–West" college football

game, held on January 1, 1902, as part of Pasadena's Tournament of Roses festivities, pitting the University of Michigan against Stanford University in a lopsided 49–0 finish.

29. After a brief hiatus in football, the Rose Bowl Game[®] resumed in 1916 and has been played nearly every year since.



Photograph of construction of the South End of Rose Bowl Stadium from the Library of Congress⁵

30. When the City decided to build a dedicated stadium to accommodate vast crowds, the stadium officially opened on October 28, 1922, with a regular-season college football game between California rivals (the California Golden Bears and the USC Trojans).



Photograph of 1923 USC-Penn State game at Rose Bowl from the Pasadena Museum of History⁶

⁵ *100 Years of the Rose Bowl: A Look At College Football's Most Treasured Stadium*, PASADENA NOW (Aug. 10, 2022), available at <https://pasadenanow.com/%20weekendr/100-years-of-the-rose-bowl-a-look-at-college-footballs-most-treasured-stadium/>.

⁶ *Rose Bowl at 100*, LAIST (Dec. 31, 2013), available at <https://laist.com/shows/take-two/rose-bowl-at-100-quirky-things-you-didnt-know-plus-archival-photos>.

1 31. Since its construction, the Rose Bowl Stadium has stood as an enduring monument to
2 American sports and civic achievement. Serving as the long-time home for UCLA Football has
3 built upon that stature. It has rapidly become more than just a football venue; it is etched in
4 California's rich history and continues to serve as a cultural reference across the country.

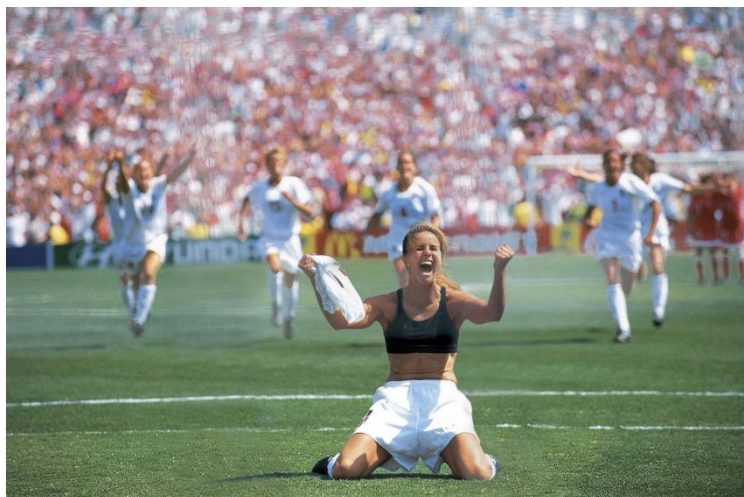


12 Photograph of 1993 pre-game festivities at the Rose Bowl Stadium prior to Super Bowl XXI from George Rose⁷

13 32. Nestled against the San Gabriel Mountains in Pasadena, the Rose Bowl Stadium has
14 hosted a remarkable variety of historic events, including:
15

- 16 a) Five Super Bowls (XI, XIV, XVII, XXI, XXVII)—more than nearly any non-NFL
17 home stadium.
- 18 b) The 1984 Summer Olympics.
- 19 c) The 1994 FIFA World Cup Final and 1999 FIFA Women's World Cup Final—
20 making the Rose Bowl Stadium a unique venue that has hosted both men's and
21 women's soccer finals at the highest level.

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27 ⁷ *LA's First Super Bowl In Almost 30 Years Is Here*, LAIST (Feb. 9, 2022), available at
28 <https://laist.com/news/los-angeles-activities/las-first-super-bowl-in-almost-30-years-is-here-why-its-back-after-so-long-and-what-it-was-like-last-time>.



Photograph of Brandi Chastain celebrating at the Rose Bowl Stadium after winning the 1999 World Cup game against China from Robert Beck, Sports Illustrated⁸

- d) CONCACAF and Gold Cup matches, and marquee club matches featuring Barcelona and Liverpool.
- e) Major concerts, such as Pink Floyd, Beyoncé, Coldplay, U2, and more.
- f) The Pasadena “Americafest” fireworks celebration, monthly flea markets on stadium grounds, and high school rivalry games.
- g) Record crowd events, such as the 1973 Rose Bowl Game[®] that drew 106,869 attendees, setting the Rose Bowl Game[®] attendance record.

33. In 1987, the Rose Bowl Stadium was designated a National Historic Landmark. Its storied bowl silhouette set against the San Gabriel foothills is recognized worldwide, and its annual New Year’s Day pageantry—the pairing of the Tournament of Roses Parade with the Rose Bowl Game[®]—remains one of the most enduring traditions in American sports.

⁸ *Women’s World Cup game-changing moments No 4: Brandi Chastain in 1999*, THE GUARDIAN (June 20, 2019), available at <https://www.theguardian.com/football/2019/jun/20/womens-world-cup-game-changing-moments-no4-brandi-chastain-1999>.



Rose Bowl Stadium against the San Gabriel Mountains⁹



Rose Bowl Stadium marquee¹⁰

34. Over the decades, thousands of athletes, fans, presidents, royalty, and luminaries have walked the Rose Bowl Stadium's field and filled its stands. It is both a historical marker and a living monument to American sports, civic pride, and collective memory.

UCLA and the Rose Bowl Stadium: A Partnership Forged in Legacy

35. In 1982, UCLA entered into its first contract with the City to relocate its football program to the Rose Bowl Stadium. This move established a landmark partnership: UCLA would call the Rose Bowl Stadium home, and over the ensuing decades, the two institutions would become

⁹ *Rose Bowl Stadium*, VISIT PASADENA, available at <https://www.visitpasadena.com/things-to-do/sports/rose-bowl-stadium/>.

¹⁰ ROSE BOWL STADIUM, available at <https://www.rosebowlstadium.com/events/special-events/2/court-of-champions>.

1 inextricably linked in public perception, campus lore, athletic identity, and community relations.
2 Since that time, UCLA has served as more than a tenant of the Rose Bowl Stadium. It has
3 transformed an entertainment enterprise into a cultural and economic anchor, impacting the
4 Pasadena community in more ways than can be described.

5 36. Many years later, in 2010, UCLA and RBOC, on behalf of the City, entered into the
6 Restated Rose Bowl Agreement, which renewed their long-standing partnership. Under the
7 Agreement, UCLA committed to play all of its home football games at the Rose Bowl Stadium
8 through December 31, 2042, *see* Ex. A ¶ 1, and later amended the Agreement in 2014, to extend the
9 commitment through June 30, 2044, *see* Ex. B ¶ 2.

10 37. The Agreement expressly requires that UCLA “will not conduct any Home Games . .
11 . in any facility located in the Los Angeles [area] . . . or in Orange County, other than the [Rose
12 Bowl Stadium].” Ex. A ¶ 2.a. Under Paragraph 2.d of the Agreement, UCLA’s violation of that
13 commitment is deemed a breach of contract “for which monetary damages alone would be
14 inadequate and for which [RBOC] would be entitled to seek equitable remedies to compel
15 enforcement of this Agreement.” *Id.* ¶ 2.d.

16 38. Additionally, the contract states that “[a]ny attempt by [UCLA] to terminate this
17 Agreement, except as expressly authorized by Paragraphs 30.a and 32, would be a breach of this
18 Agreement for which monetary damages alone would be inadequate and for which RBOC would
19 be entitled to seek equitable remedies to compel enforcement.” *Id.* ¶ 30.d.¹¹

20 39. Under the Agreement, RBOC is responsible for paying the operational costs of hosting
21 UCLA Football games. These costs include “all maintenance of the Rose Bowl [Stadium],”
22 “cleanup and rubbish removal” after UCLA games, and providing “all security, safety, traffic
23 management and parking control personnel” outside the stadium. *Id.* ¶¶ 7–8.

24
25
26 ¹¹ Paragraphs 30.a and 32 permit UCLA to terminate the Agreement only upon RBOC’s failure
27 to cure a “Game Threatening Default” that creates “an imminent likelihood that UCLA will be
28 prevented from playing a scheduled Home Game” at the Rose Bowl Stadium, after UCLA provides
RBOC with written notice and an opportunity to cure. Ex. A ¶¶ 30.a, 32. UCLA has conceded that
no “Game Threatening Default” has occurred, *see supra* at 5, nor has UCLA ever provided RBOC
with notice of one.

1 40. UCLA does not pay RBOC rent in the traditional sense. Instead, its “rental
2 consideration” under the Agreement consists of a percentage of gross receipts from ticket sales for
3 UCLA’s home football games. *Id.* ¶ 4. RBOC also receives revenue from concessions, including
4 the sale of food and beverages, at UCLA’s home football games. *Id.* ¶ 6.a. UCLA and RBOC
5 therefore have a shared financial incentive under the Agreement to attract as many fans as possible
6 to home games.

7 41. The City and RBOC, in turn, have committed to making significant renovations to the
8 Rose Bowl Stadium—at the City’s own expense—to meet UCLA’s needs. *Id.* ¶ 20. These
9 renovations were to be “paid for solely by [the] City” from bonds and other funding. *Id.* ¶ 20.a.iii.
10 Indeed, the City issued substantial debt and invested in the stadium and surrounding areas to create
11 more revenue for UCLA and improve its fan experience. Specifically, in 2010, when RBOC, as
12 agent for the City, entered into the Agreement, the Pasadena Financing Authority (the “Authority”)
13 issued lease-revenue bonds totaling nearly \$200 million to fund renovations to the Rose Bowl
14 Stadium, in express reliance on UCLA’s commitment to remain at the Rose Bowl Stadium through
15 2044. Those planned renovations and their funding source were no secret to UCLA. They were
16 memorialized in the Agreement, including within the Recitals, *id.* at p. 1; the parties’ express
17 “contemplat[ion] that the Renovations will be funded” with “net proceeds received by the City from
18 the sale of bonds . . .”, *id.* ¶ 12.a; and the parties’ express acknowledgment that Plaintiffs would be
19 required “to pay annual debt service for the Renovations . . .”, *id.* ¶ 12.b.i. More recently, in 2024,
20 the Pasadena City Council approved a \$130 million bond refinancing plan to restructure the City’s
21 debt payments.¹²

22 42. The bond structure was designed so that stadium revenues, not taxpayer dollars, would
23 service the debt. *See, e.g., id.* ¶ 12.b.i. This aligns with the Agreement’s structure, under which
24 UCLA’s contribution to the renovation project came solely in the form of its *commitment* to the
25 Rose Bowl Stadium, not through direct capital investment by UCLA. The renegotiation and long-

26
27 ¹² See *Rose Bowl Gets Financial Lifeline as Pasadena Approves \$130 Million Bond*
28 *Refinancing*, PASADENA NOW (Oct. 29, 2024), available at <https://pasadenanow.com/main/rose-bowl-gets-financial-lifeline-as-pasadena-approves-130-million-bond-refinancing>.

1 term extension of the Agreement with RBOC ensured a reliable and consistent revenue stream,
2 required to fund Pasadena's debt service.

3 43. Under the financing model, the City makes semi-annual debt-service payments to the
4 Authority, which are reimbursed by RBOC from stadium revenues generated in large part by UCLA.
5 In turn, RBOC has completed renovations as required by the Agreement and Amendment, and it
6 continues to incur significant costs and obligations to contractors in reliance on UCLA's
7 commitments.

8 44. In more recent years, the City and RBOC have invested *millions* in stadium
9 improvements to enhance the UCLA experience. These investments include the replacement of the
10 stadium's sound system, installation of safe standing seats in the student section, various technology
11 upgrades, construction of a festival stage that actively enhances pre-game tailgating opportunities,
12 and multiple enhancements to food and beverage offerings.

13 45. For fiscal year 2026 alone, the City and RBOC approved \$28.5 million in capital
14 improvements—\$26.5 million for stadium-related projects inclusive of improvement to the south
15 end-zone area of the stadium, which are specifically designed to enhance UCLA Football's gameday
16 experience, generate additional UCLA-controlled revenue, and strengthen the long-term partnership
17 between the parties. The project includes new premium seating inventory, a redesigned player
18 tunnel running through the interior club space, upgraded press-conference infrastructure, and
19 tailored specifically to UCLA's preferences. Plaintiffs' multi-million-dollar investment to date on
20 the south end-zone project includes but is not limited to designs, permits, demolition,
21 preconstruction services, preparation work, and premium seating programming.



Rendering of south end-zone field club¹³

46. UCLA actively participated in design meetings, walkthroughs, and configuration sessions with RBOC related to the south end-zone project as recently as spring and summer of 2025, providing specific feedback regarding seating layouts, hospitality features, audiovisual components, and other UCLA-specific enhancements. In fact, in multiple in-person meetings, including design reviews with UCLA's Deputy Athletics Director/Chief Revenue Officer, Daniel Cruz, UCLA representatives expressed enthusiasm for the south end-zone plans, discussed future years' uses of the space, and provided detailed input concerning seating capacities, premium product mixes, and other design elements. At no point during these meetings did UCLA disclose any plan to leave the Rose Bowl Stadium. Not once.

47. In total, RBOC has planned for approximately \$200 million in capital improvements to the Rose Bowl Stadium over the next twenty years.¹⁴ In other words, mutual trust—supported by taxpayer dollars—drove RBOC's projects to upgrade the stadium *for* UCLA, with the natural expectation that *UCLA* would honor its commitment to remain at the Rose Bowl Stadium. The stadium upgrades were not speculative; they were predicated on a stable, multi-decade tenancy by

¹³ *South End Zone Field Club*, available at <https://www.rosebowlstadiumlegacy.com/enhance/south-endzone-field-club/index.html>.

¹⁴ *Pasadena Rose Bowl Plans for \$200 Million in Improvements Over Next 20 Years*, PASADENA NOW (Apr. 29, 2025), available at <https://pasadenanow.com/main/pasadena-rose-bowl-plans-for-200-million-in-improvements-over-next-20-years>.

1 UCLA, guaranteeing a revenue base and investor confidence.

2 48. RBOC would never have undertaken the massive ongoing renovation projects
3 requested by UCLA or engaged for its benefit, which require RBOC to continue to incur costs and
4 enter into agreements with contractors, were it known at the time that UCLA would seek to
5 terminate the Agreement decades early and abandon its partner.

6 49. RBOC's investment in its partnership with the Rose Bowl Stadium also far exceeds
7 its contractual obligations. It undertook significant operational changes and incurred substantial
8 financial and logistical commitments to align third-party vendor relationships with UCLA's stated
9 business strategy, in order to remain a good business partner to UCLA.

10 50. For example, historically, RBOC partnered with Legends Hospitality for premium
11 seating sales, but RBOC terminated that long-standing relationship and entered into a multi-year
12 agreement with Elevate, UCLA Athletics' preferred vendor. Elevate's sales models, staffing, and
13 financial projections were premised upon the existence of a slate of guaranteed UCLA home football
14 games each season. If UCLA leaves the Rose Bowl Stadium, RBOC stands to lose its primary
15 premium-seating sales infrastructure.

16 51. Similarly, RBOC transitioned its multimedia rights and sponsorship operations from
17 Learfield to JMI Sports in deference to its partnership with UCLA. JMI's sponsorship agreements
18 are expressly structured around guaranteed UCLA football inventory and annual home football
19 games. UCLA's departure from the Rose Bowl Stadium jeopardizes the fundamental premise of
20 those sponsorship agreements and will result in sponsors refusing to pay existing rates for a venue
21 with only one guaranteed major annual event. Similar to the donor that has already backed out of
22 its \$1 million pledge, multiple sponsors have refused to sign new agreements, and the viability of
23 JMI's contract structure is centrally at risk without UCLA's adherence to the Agreement.

24 52. In April 2025, in conjunction with one of its concert partners, Goldenvoice, RBOC
25 built a new festival stage at the Rose Bowl Stadium and helped UCLA develop a new tailgating
26 concept. The next month, UCLA requested installation of additional technological infrastructure
27 and RBOC obliged. This pattern of extra-contractual requests and fulfillment continued into the
28 fall of 2025. At UCLA's request, RBOC entered into various artist agreements to enhance

1 activations at the new festival stage. UCLA repeatedly stated that its legal team did not have the
2 capacity to execute such agreements, putting the onus on RBOC to, yet again, go above and beyond
3 the terms of the Agreement to remain a good partner to UCLA. In addition to funding the stage
4 space, RBOC contributed \$100,000 towards talent and production for shows held this past season.

5 53. RBOC even allocates revenues made from diversified investments back into capital
6 projects aimed to boost UCLA Football. Those capital projects, such as the south end-zone project,
7 are designed for UCLA.

8 54. RBOC has also invested significantly to promote UCLA's brand out of respect for the
9 partnership. RBOC installed a statue honoring the winningest football coach in UCLA history,
10 Terry Donahue; constructed a new Terry Donahue Pavilion at the Rose Bowl Stadium; dedicated
11 the west locker room to the Bruins, bearing the name of former UCLA Chancellor Charles E. Young;
12 and memorialized the east side of the venue with a historical marker, the "Gutty Little Bruins," a
13 team coached by Coach Donahue that outperformed its expectations. The Rose Bowl Stadium has,
14 in every sense, become a living museum of UCLA Football—a venue whose physical spaces,
15 symbols, and atmosphere are tailored to reflect UCLA's history and tradition.



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24 Statue of former UCLA Bruins coach Terry Donahue at Rose Bowl Stadium¹⁵

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27 ¹⁵ 1983 Rose Bowl: The Night the Bruins Beat Down Bo, SPORTS ILLUSTRATED (Jan. 17, 2025),
28 available at <https://www.si.com/college/ucla/football/1983-rose-bowl-the-night-the-bruins-beat-down-bo-01jhsczn7bs2>.



The Terry Donahue Pavilion¹⁶

The City's and RBOC's Efforts to Secure UCLA's Commitment to the Rose Bowl Stadium

55. Naturally given the ironclad Agreement, the City and RBOC were surprised to hear earlier this year from multiple credible sources that UCLA was allegedly exploring the possibility of relocating its home football games to SoFi Stadium. The City and RBOC were even informed that UCLA had been in communications with SoFi Defendants' representatives to move its home games to SoFi Stadium for the start of the 2025 college football season.

56. Between late 2024 and early 2025, RBOC's Chief Executive Officer, Jens Weiden, began receiving multiple credible reports that UCLA was actively exploring a relocation of its home football games from the Rose Bowl Stadium to SoFi Stadium. These reports contradicted UCLA's long-standing commitments under the Agreement and raised immediate concerns regarding UCLA's intentions undisclosed to Plaintiffs.

57. Mr. Weiden first received news of UCLA's potential departure during a conversation with a high-level employee in UCLA Athletics concerning the selection of UCLA's ticketing vendor. That employee stated he was uneasy about RBOC transitioning to UCLA's preferred vendor "given everything going on," and further expressed that he would "feel bad" if RBOC aligned with UCLA's preference only for UCLA to leave the Rose Bowl.

¹⁶ Ken Lund, *Terry Donahue Pavilion, Rose Bowl, Pasadena, California* (Sept. 19, 2015), available at <https://www.flickr.com/photos/kenlund/21399838940/>.

1 58. Troubled by this disclosure, Mr. Weiden sought clarification from UCLA leadership
2 and arranged a February 3, 2025, meeting with UCLA Vice Chancellor and Chief Financial Officer,
3 Stephen Agostini. At that meeting, Mr. Agostini informed Mr. Weiden that UCLA Football was
4 “considering its options” regarding the Rose Bowl Stadium. Given the long-term Agreement, Mr.
5 Agostini’s statement surprised Mr. Weiden who reiterated the City’s and RBOC’s ongoing
6 investments in stadium renovations undertaken specifically for UCLA. Mr. Agostini agreed that a
7 site visit would help UCLA “get comfortable,” but UCLA never followed through on scheduling
8 such a visit despite RBOC’s repeated efforts.

9 59. Around that same period, RBOC learned from UCLA Athletics personnel that certain
10 UCLA representatives had already engaged in multiple meetings and communications with
11 executives at SoFi Stadium—including President of Team and Media Operations for KSE Kevin
12 Demoff—regarding moving UCLA Football to SoFi Stadium as early as the 2025 season. These
13 undisclosed discussions included substantial detail about UCLA’s Football’s playing future,
14 including down to the detail of seating charts, revenue splitting, and discussions about utilizing
15 UCLA’s move as part of a larger development project.

16 60. This news was shocking not only in light of UCLA’s contractual obligations, but also
17 because of UCLA’s betrayal of the community that helped catapult it to national recognition. For
18 more than four decades, UCLA’s football program and the Rose Bowl Stadium have been closely
19 intertwined.

20 61. To state the obvious, any discussion of leaving the Rose Bowl Stadium would not
21 only contradict the terms of the Agreement but also threaten the very foundation upon which the
22 Plaintiffs’ long-term infrastructure investments were made.

23 62. Plaintiffs are informed and believe that UCLA’s planned move was imminent. The
24 City and RBOC received word that UCLA and SoFi Defendants planned on announcing their new
25 partnership and the move to Inglewood as early as March 2025.

26 63. Accordingly, Plaintiffs acted swiftly. On March 11, 2025, after confirming reports of
27 UCLA’s discussions with SoFi Defendants, the City and RBOC sent a formal letter to Mr. Agostini
28 and Athletic Director, Martin Jarmond, informing them of their breach of the Agreement. A copy

1 of the March 11, 2025, letter is attached to this Complaint as **Exhibit C**.

2 64. That letter reminded UCLA of its unambiguous contractual obligations to keep its
3 home football games at the Rose Bowl Stadium through June 30, 2044, and that “[a]ny attempt by
4 [UCLA] to terminate this Agreement . . . would be a breach of this Agreement for which monetary
5 damages alone would be inadequate and for which RBOC would be entitled to seek equitable
6 remedies to compel enforcement.” *Id.* at 1–2 (quoting Agreement ¶ 30.d).

7 65. The March 11th letter further cautioned UCLA that even preliminary or exploratory
8 discussions about moving home games away from the Rose Bowl Stadium would constitute a breach
9 of the Agreement. *Id.* It emphasized that the City had invested more than \$150 million in upgrades
10 to the stadium—financed through long-term bonds backed by taxpayer dollars—based on UCLA’s
11 continuing presence and commitment to the Rose Bowl Stadium. *Id.* at 1.

12 66. UCLA responded on March 27, 2025, denying any breach and brushing off relocation
13 talks, if any, as entirely “preliminary” and consistent with UCLA’s “mission” to evaluate its
14 “strategic goals.” A copy of UCLA’s March 27, 2025, letter is attached to this Complaint as **Exhibit**
15 **D**. In its letter, UCLA proposed an in-person meeting between the parties to discuss the matter, *id.*,
16 and reaffirmed later its supposed good-faith commitment to the partnership.

17 67. Just over a month later on May 13, 2025, and prior to the in-person meeting, Mr.
18 Jarmond professed at a public hearing how UCLA intended to increase the University’s revenue
19 *while playing its home games at the Rose Bowl Stadium*. In response to questions about stadium
20 revenue-generation, Mr. Jarmond explained “we have an agreement now with the Rose Bowl –
21 they’re going to build out seats in the south end zone, a premium section, and we’re going to work
22 out to get the dollars from that new premium section and that should come online hopefully after
23 the ‘26 season.” University of California Board of Regents, *Special Committee on Athletics*,
24 YouTube (May 13, 2025) at 47:30-50, available at <https://tinyurl.com/5ehyx6ex>.

25 68. In the months that followed, UCLA represented to RBOC that its speculation about
26 an imminent move was false and reaffirmed UCLA’s commitment to the Rose Bowl Stadium.
27 UCLA’s conduct suggested a return to “business as usual,” creating the appearance that it intended
28 to remain at the Rose Bowl Stadium. UCLA continued coordinating with RBOC on stadium

1 renovations, and UCLA made no further disclosures to Plaintiffs about its ongoing negotiations to
2 play its future home football games at SoFi Stadium.

3 69. Relying on UCLA's actions and public statements during this period, RBOC
4 continued advancing capital planning, design, and preconstruction work on UCLA-specific stadium
5 improvements. These commitments were made in good faith based on UCLA's representations that
6 it intended to remain at the Rose Bowl Stadium.

7 **UCLA Misleads the City and RBOC and then Discloses Its**
8 **Plan to Depart the Rose Bowl Stadium**

9
10 70. In or about October 2025, however, the City and RBOC heard renewed reports that
11 UCLA was engaging in advanced discussions with SoFi Defendants regarding moving UCLA
12 Football home games to SoFi Stadium.

13 71. Then UCLA decided to let down the veil. As the rumors quickly intensified, UCLA
14 realized it could no longer plan in secret. On October 18, 2025, through its counsel, UCLA abruptly
15 informed the City's and RBOC's counsel that UCLA would no longer be playing its home football
16 games at the Rose Bowl Stadium, contending that UCLA leadership, lawmakers in Sacramento, and
17 other decision-makers had vetted and approved the decision. It was quickly made clear that behind
18 closed doors, UCLA had long been negotiating its exit to SoFi Stadium. On information and belief,
19 UCLA officials for months held covert meetings and even shared internally information about the
20 prospective move to Inglewood.

21 72. For the City and RBOC, this was a thoroughly disheartening realization. Even as
22 UCLA assured Plaintiffs of its loyalty, its leadership was planning to abandon the Rose Bowl
23 Stadium. And when confronted, UCLA obscured its true intentions.

24 73. On October 28, 2025, in recognition of their long-standing partnership with UCLA,
25 Plaintiffs afforded UCLA one final opportunity to comply with its contractual obligations to play
26 its home football games at the Rose Bowl Stadium until June 30, 2044, as required by the
27 Agreement, and to cease and desist from any further negotiations or statements related to playing
28 its home football games elsewhere in Los Angeles or Orange County. A copy of the October 28,

2025, letter is attached to this Complaint as **Exhibit E**. Plaintiffs again emphasized that UCLA had identified no legal basis to terminate the Agreement early and requested that UCLA confirm by 5 p.m. PST on October 28, 2025, in writing, unequivocally, and without condition, that UCLA would fully meet its obligations under the Agreement. *Id.*

74. On October 28, 2025, UCLA refused to commit to abide by its long-term contractual obligations. A copy of UCLA's October 28, 2025, response and Plaintiffs' further reply the next day is attached to this Complaint as **Exhibit F**. Rather than respond to Plaintiffs' request for confirmation that UCLA would comply with its obligations under the Agreement and play its home football games at the Rose Bowl Stadium through June 30, 2044, UCLA stated only its "inten[t] to continue playing home games at the Rose Bowl for the remainder of this [2025] football season." *Id.* That season is now over. In any event, UCLA informed Plaintiffs that it is abandoning its lease 18 years too soon.

75. Following UCLA's written correspondence, UCLA's outside counsel contacted Plaintiffs' outside counsel by telephone during which UCLA's counsel stated, in no uncertain terms, "no way [UCLA is] staying long term" and that UCLA "will leave." UCLA has continued to provide no legal basis under which UCLA could preemptively terminate the Agreement.

76. UCLA has repeatedly failed to assure and confirm that it will play its home football games at the Rose Bowl Stadium until 2044, in direct violation of its binding contractual obligations.. That decision constitutes a breach of the Agreement by a public institution that owes its partners and California taxpayers transparency and honesty.

77. Despite the City's and RBOC's repeated good-faith outreach, and despite UCLA's promises earlier this year, UCLA ultimately failed its assurances.

The SoFi Defendants' Interference with RBOC's and UCLA's Agreement

78. Similarly, the SoFi Defendants have been fully aware of UCLA's binding, long-term contractual commitment to the Rose Bowl. The terms of RBOC's and UCLA's Agreement are

1 public, explicit, and widely known throughout the collegiate sports community.¹⁷ That RBOC has
2 been performing upgrades to the stadium for UCLA is also a public fact. These renovations are
3 openly ongoing and well publicized.¹⁸

4 79. Upon information and belief, UCLA informed the SoFi Defendants of its contract
5 with the City and RBOC, its obligation to play home games at the Rose Bowl through 2044, and
6 that the City and RBOC were conducting renovations to the stadium for UCLA's benefit.

7 80. Despite that knowledge, on information and belief, the SoFi Defendants began their
8 quest to facilitate UCLA's attempt to leave the Rose Bowl Stadium. Upon information and belief,
9 in late 2024 or early 2025, KSE executives openly stated that SoFi was pursuing UCLA,
10 demonstrating the SoFi Defendants' intent to induce UCLA's breach and disturb UCLA's
11 performance of the Agreement.

12 81. Indeed, the SoFi Defendants actively participated in discussions intended to induce
13 UCLA to abandon its contractual home in Pasadena. Upon information and belief, representatives
14 of UCLA and the SoFi Defendants have held multiple meetings to explore and plan UCLA's
15 prospective move to SoFi Stadium in Inglewood, including detailed discussions regarding stadium
16 seating configurations, revenue-sharing structures, and strategies to integrate UCLA's relocation
17 into a larger development project surrounding SoFi Stadium. It is clear that the SoFi Defendants
18 have offered incentives to UCLA for their own gain and without regard for the Agreement,
19 Plaintiffs, and the Pasadena community, which has historically relied on UCLA Football's home
20 games at the Rose Bowl Stadium for financial stability and as a source of pride.

21
22 ¹⁷ UCLA Rose Bowl Lease Agreement, SCRIBD, *available at*
23 <https://www.scribd.com/document/414480692/UCLA-Rose-Bowl-Lease-Agreement> ; Rose Bowl
24 Tenant Amendments UCLA Lease Tournament of Roses License, Pasadena City Council Meeting,
25 CITY OF PASADENA (Dec. 16, 2013), *available at*
https://ww2.cityofpasadena.net/2013%20agendas/Dec_16_13/AR%2016%20Presentation.pdf;
UCLA Lease Extension for Use of the Rose Bowl, CEQA, *available at*
<https://ceqanet.lci.ca.gov/2004018178>.

26 ¹⁸ Rose Bowl upgrades, extensions approved, ORANGE COUNTY REGISTER (Oct. 12, 2010),
27 *available at* <https://www.ocregister.com/2010/10/12/rose-bowl-upgrades-extensions-approved/>;
Turning Up Roses, DAILY BRUIN (July 15, 2012), *available at*
28 <https://dailybruin.com/2012/07/15/officials-seeks-alternatives-as-rose-bowl-renovations-face-a-35-million-funding-gap>.

1 82. The SoFi Defendants' actions were not the product of ignorance and come at the
2 expense of public trust, civic integrity, and the people of Pasadena.

3 **The Harm to the City and the Pasadena Community**

4 83. UCLA's unlawful decision, reached with SoFi Defendants' knowing interference,
5 threatens irreparable harm for RBOC, the City, and the residents who have supported this public
6 institution for more than a century. UCLA's confirmed, imminent departure jeopardizes Plaintiffs'
7 existing and prospective contracts with third-party vendors, concessionaires, security providers,
8 ticketing partners, and sponsors, many of whom contract with Plaintiffs in expectation of UCLA's
9 long-term tenancy.

10 84. The Rose Bowl Stadium is not a private commercial enterprise. It is a publicly-owned
11 landmark built for the public's benefit, which is a source of civic pride for residents of Pasadena.
12 The loss of a home football team would not only end the City's decades-long relationship with
13 UCLA, but it would deprive the City of predictable revenue it relied on in issuing taxpayer-funded
14 debt to pay for renovations requested by UCLA or completed for its benefit.

15 85. The City's taxpayers funded hundreds of millions in capital improvements to the
16 stadium, financing renovations and infrastructure upgrades through municipal bonds and long-term
17 debt predicated entirely on UCLA's commitment. Now, the City and its taxpayers are left to foot
18 the bill—saddled with incurred construction costs to improve *UCLA's* stadium and marketing
19 expenditures to tout *UCLA's* football team.

20 86. UCLA's attempt to depart from the Rose Bowl Stadium threatens a severe blow to
21 Pasadena's local economy, which relies heavily on the influx of tens of thousands of visitors at each
22 UCLA home football game. Many local businesses established their roots in Pasadena over
23 neighboring cities because of the Rose Bowl Stadium and the consistency that comes with an anchor
24 tenant. Ticket sales and other gameday revenue; sponsorship deals; concessions sales; premium
25 seating; and local grants are all attributable to UCLA's games. Surrounding hotels, restaurants,
26 small businesses, retail corridors, and municipal services depend on the consistent weekend traffic
27 generated by UCLA Football home games. Each game draws tens of thousands of fans that
28 contribute to the local economy. Stadium workers, security personnel, parking attendants, and local

1 merchants also rely on the steady stream of events that UCLA Football provides in order to make a
2 living. The loss of this economic activity would be harmful to the City and its residents to the point
3 where local business, hospitality, and workers would face significant financial burdens, threatening
4 layoffs, cancellations of vendor contracts, and reduced tourism activity.

5 87. UCLA's departure from the Rose Bowl Stadium would also jeopardize the City's
6 ability to manage and repay long-term municipal bonds issued to finance the Rose Bowl Stadium's
7 renovations. The City has and continues to rely on its General Fund, which is supported by a diverse
8 set of revenue sources—including taxes, permits, service charges, and other municipal income. The
9 City's General Fund finances the City's essential operations, such as police and fire services, public
10 works, and a wide range of community programs, including libraries, housing, recreation, human
11 services, and transportation. Many of these services are currently allocated to the aftermath of the
12 Eaton Fire. The General Fund also supports key administrative functions, including the City
13 Manager's Office, City Attorney's Office, Finance Department, and Human Resources. During the
14 COVID-19 pandemic when events were ordered to be canceled, the City had to make bond payments
15 for the Rose Bowl debt from the City's General Fund. The loss of UCLA home football games, the
16 core revenue source supporting the bond debt, creates renewed and potentially long-lasting exposure
17 for taxpayers, threatening cuts to services, the diversion of General Fund to cover stadium
18 obligations, and potential downward impacts on the City's future credit capacity.

19 88. But as UCLA has already agreed in writing, monetary damages alone would never be
20 an adequate remedy for UCLA's departure. Money cannot adequately compensate this community
21 for the loss of its home sports team or its public sports institution. Every home football game played
22 elsewhere causes injury to the welfare, recreation, prestige, prosperity, and trade and commerce of
23 the people of Pasadena, which constitutes harm that is irreparable.

24 89. UCLA's departure is equivalent to a loss in the family, because UCLA Football
25 weekends bring long-standing traditions, community identity, and shared civic pride. The loss of
26 these events undermines the cultural and social fabric of Pasadena, which has spent over 40 years
27 building a communal bond around UCLA's presence at the Rose Bowl Stadium.

90. The reputational injury to Pasadena itself is also profound. Losing UCLA would create a public perception that Pasadena—and its historic stadium—are past its prime, diminishing civic prestige and deterring future event organizers, donors, and sports partners from investing in the community. This reputational damage undermines decades of work by the City and its residents to elevate Pasadena as a premier destination for national sporting and cultural events.

91. While the City and RBOC will suffer irreparable harm if UCLA abandons the Rose Bowl Stadium, UCLA faces no corresponding harm. UCLA has not made a financial investment in renovating the Rose Bowl Stadium. Without this Court's intervention, UCLA would walk away unscathed, leaving its partners and taxpayers to foot the costs associated with its tenure.

92. UCLA Football at the Rose Bowl Stadium is an irreplaceable public treasure. Money cannot replace the roar of a crowd echoing against the San Gabriel Mountains, nor can it compensate the City’s residents for the loss of an institution that forms part of their cultural identity. This Court should act to preserve this legacy.

FIRST CLAIM FOR RELIEF

BREACH OF CONTRACT

(Plaintiffs Against Defendant The Regents of the University of California)

93. Plaintiffs incorporate by reference paragraphs 1-92 above, as if set forth in full.

94. The Regents and RBOC, as UCLA's and the City's respective agents concerning the Rose Bowl Stadium, entered into the Agreement, which is a valid and enforceable contract.

95. Under Paragraph 2.a of the Agreement, as revised by the Amendment, UCLA may “not conduct any Home Games[] . . . in any facility located in the Los Angeles core based statistical area . . . or in Orange County, other than the [Rose Bowl] Stadium.” Ex. A ¶ 2.a. Under the Amendment, that obligation extends through June 30, 2044, Ex. B ¶ 2, and any violation of UCLA’s commitment to play all of its home football games at the Rose Bowl Stadium is considered a breach of contract “for which monetary damages alone would be inadequate and for which [RBOC] would be entitled to seek equitable remedies to compel enforcement of this Agreement,” Ex. A ¶ 2.d.

1 96. The Agreement further states that “[a]ny attempt by [UCLA] to terminate this
2 Agreement, except as expressly authorized by Paragraphs 30.a and 32 [*i.e.*, for a “Game-
3 Threatening Default”], would be a breach of this Agreement for which monetary damages alone
4 would be inadequate and for which RBOC would be entitled to seek equitable remedies to compel
5 enforcement.” *Id.* ¶ 30.d (emphasis added).

6 97. UCLA waived its “right to terminate th[e] Agreement prior to the expiration of the
7 term,” except in the case of a “Game Threatening Default,” *id.*, which requires an “imminent
8 likelihood that UCLA will be prevented from playing a scheduled Home Game” at the Rose Bowl
9 Stadium, *id.* ¶ 30.a. As UCLA has conceded in this lawsuit, no such exception has occurred, and
10 UCLA has never notified RBOC of a “Game Threatening Default.”

11 98. All conditions required by the Agreement for UCLA’s performance occurred or were
12 excused.

13 99. UCLA has breached the Agreement in multiple ways. In early 2025, upon information
14 and belief, UCLA met with SoFi Defendants to discuss a plan to move UCLA’s home games to
15 Inglewood before 2044, in contravention of Paragraphs 2.a and 30.d of the Agreement. Plaintiffs
16 put UCLA on notice of its breach shortly thereafter and reminded it of its contractual obligations,
17 including that any attempt to terminate the Agreement constituted a breach. UCLA, in response,
18 falsely assuaged Plaintiffs that there was no credibility to their fears and later falsely reaffirmed its
19 commitment to abide by the terms of the Agreement.

20 100. Then, in October 2025, outside counsel for UCLA confirmed to Plaintiffs’ outside
21 counsel that UCLA would abandon its lease well before the end of the term. This was a clear and
22 unequivocal statement of UCLA’s refusal to perform their obligations under the Agreement through
23 the end of the lease.

24 101. On October 28, 2025, Plaintiffs sought final confirmation that UCLA would comply
25 with its obligations under the Agreement and play its home football games at the Rose Bowl Stadium
26 through June 30, 2044. UCLA refused to provide such confirmation and stated only that it intended
27 to play its home games at the Rose Bowl Stadium for the remainder of the 2025 football season.
28

1 This was an additional, unequivocal statement of UCLA's refusal to abide by its obligations under
2 the Agreement through the end of its lease.

3 102. UCLA's counsel also conveyed on multiple occasions UCLA's unequivocal decision
4 to ultimately abandon the Rose Bowl Stadium and its refusal to abide by its long-term lease.

5 103. Plaintiffs conversely have performed all conditions, covenants, and promises required
6 on their part under the Agreement, except as otherwise may have been excused, waived, or
7 prevented. Again, UCLA has never claimed otherwise.

8 104. As a direct and proximate cause of UCLA's breach of the Agreement, and as described
9 herein, Plaintiffs have suffered irreparable harm necessitating equitable relief and for which
10 monetary damages *alone* would be inadequate. Consequently, Plaintiffs are entitled to injunctive
11 relief and specific performance to preserve the status quo and ensure UCLA honors its commitments
12 under the Agreement.

13 105. Plaintiffs have also indisputably incurred and will continue to incur significant
14 monetary harm, including economic loss, consequential damages, and other general and specific
15 damages, in an amount to be determined at trial, but which amount could easily exceed one billion
16 dollars. At the time that the Agreement was executed and later extended, UCLA knew or reasonably
17 could have foreseen that breaches of the Agreement would result in harm to Plaintiffs in the ordinary
18 course of events.

19 106. Plaintiffs are entitled to all forms of relief and the recovery of all damages it incurred
20 as a result of UCLA's breaches, subject to proof at trial, in addition to the recovery of Plaintiffs'
21 attorneys' fees, costs, and expenses relating to this lawsuit, as permitted by the Agreement and to
22 the maximum extent allowed by law. *See* Ex. A ¶ 38.h.

23 **SECOND CLAIM FOR RELIEF**

24 **ANTICIPATORY REPUDIATION**

25 **(Plaintiffs Against Defendant The Regents of the University of California)**

26 107. Plaintiffs incorporate by reference paragraphs 1-106 above, as if set forth in full.

27 108. As noted above, each of UCLA's breaches are material and direct. However, in the
28 alternative, they amount to anticipatory repudiation.

1 109. The Regents and RBOC, as UCLA’s and the City’s respective agents concerning the
2 Rose Bowl Stadium, entered into the Agreement, which is a valid and enforceable contract.

3 110. Under Paragraph 2.a of the Agreement, as revised by the Amendment, UCLA may
4 “not conduct any Home Games[] . . . in any facility located in the Los Angeles core based statistical
5 area . . . or in Orange County, other than the [Rose Bowl] Stadium.” Ex. A ¶ 2.a. Under the
6 Amendment, that obligation extends through June 30, 2044, Ex. B ¶ 2, and any violation of UCLA’s
7 commitment to play all of its home football games at the Rose Bowl Stadium is considered a breach
8 of contract “for which monetary damages alone would be inadequate and for which [RBOC] would
9 be entitled to seek equitable remedies to compel enforcement of this Agreement,” Ex. A ¶ 2.d.

10 111. The Agreement further states that “[a]ny attempt by [UCLA] to terminate this
11 Agreement, except as expressly authorized by Paragraphs 30.a and 32 [i.e., for a “Game-
12 Threatening Default”], would be a breach of this Agreement for which monetary damages alone
13 would be inadequate and for which RBOC would be entitled to seek equitable remedies to compel
14 enforcement.” Ex. A ¶ 30.d (emphasis added).

15 112. UCLA waived its “right to terminate th[e] Agreement prior to the expiration of the
16 term of th[e] Agreement,” except in the case of a “Game Threatening Default,” *id.*, which requires
17 an “imminent likelihood that UCLA will be prevented from playing a scheduled Home Game” at
18 the Rose Bowl Stadium, *id.* ¶ 30.a. As UCLA has conceded in this lawsuit, no such exception has
19 occurred, and UCLA has never notified RBOC of a “Game Threatening Default.”

20 113. All conditions required by the Agreement for UCLA’s performance occurred or were
21 excused.

22 114. UCLA has clearly and positively indicated by its conduct—through communications
23 and meetings with SoFi Defendants—that it would not meet the requirements under the Agreement.
24 Upon information and belief, UCLA had various discussions with SoFi Defendants regarding the
25 Bruins’ move to Inglewood, seating charts, revenue splitting, and that UCLA’s move would be a be
26 a part of a broader development project.

27 115. Moreover, UCLA—through its outside counsel—expressly communicated to outside
28 counsel for the City and RBOC on multiple occasions that it would not play its home football games

1 at the Rose Bowl Stadium after this college football season, thereby informing Plaintiffs of its clear
2 intention to breach the Agreement and abandon its long-term lease.

3 116. As a result of UCLA's repudiation of the Agreement, and as described herein,
4 Plaintiffs have suffered irreparable harm necessitating equitable relief and for which monetary
5 damages alone would be inadequate. Consequently, Plaintiffs are entitled to injunctive relief and
6 specific performance to preserve the status quo and ensure UCLA honors its commitments under
7 the Agreement.

8 117. Plaintiffs have also incurred and will continue to incur significant monetary harm,
9 including economic loss, consequential damages, and other general and specific damages, in an
10 amount to be determined at trial, but which amount could exceed one billion dollars. At the time
11 that the Agreement was executed and later extended, UCLA knew or reasonably could have foreseen
12 that breaches of the Agreement would result in harm to Plaintiffs in the ordinary course of events.

13 118. Plaintiffs are entitled to all forms of relief and the recovery of all damages it incurred
14 as a result of UCLA's breach, subject to proof at trial, in addition to the recovery of Plaintiffs'
15 attorneys' fees, costs, and expenses relating to this lawsuit, as permitted by the Agreement and to
16 the maximum extent allowed by law. *See* Ex. A ¶ 38.h.

17 **THIRD CLAIM FOR RELIEF**

18 **BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING**

19 **(Plaintiffs Against Defendant The Regents of the University of California)**

20 119. Plaintiffs incorporate by reference paragraphs 1-118 above, as if set forth in full.

21 120. In addition, and further in alternative, UCLA's conduct amounts to a breach of the
22 implied covenant of good faith and fair dealing with respect to the parties' respective rights and
23 obligations under the Agreement.

24 121. The implied covenant of good faith and fair dealing inherent in every contract
25 obligates each party to act honestly and fairly, ensuring that no party does anything to destroy or
26 injure the right of the other to receive the benefits of the agreement. Good faith means honesty of
27 purpose without intention to mislead another party to the contract. The covenant aims to protect the
28

1 reasonable expectations of the parties involved and to avoid conduct that undermines the contract's
2 purpose, regardless of whether the conduct is explicitly prohibited by the contract's terms.

3 122. As set forth above, the Agreement is a valid contract, and Plaintiffs have performed
4 all conditions, covenants, and promises required on their part thereunder.

5 123. UCLA represented that it would continue to abide by its obligations under the
6 Agreement and encouraged Pasadena and RBOC to continue to make renovations to the Rose Bowl
7 at UCLA's request and incur related financial obligations. However, UCLA simultaneously
8 pursued negotiations and active planning with the SoFi Defendants to leave the Rose Bowl Stadium,
9 knowing that UCLA Football's departure from the Rose Bowl Stadium would deprive Pasadena and
10 RBOC of the revenue required to realize the value of their investments. UCLA has now reneged
11 on its commitment and refuses to commit to playing its home football games at the Rose Bowl
12 Stadium through the conclusion of the Agreement's term or even for the 2026 college football
13 season. UCLA's conduct and/or express representations violated or repudiated the Agreement.

14 124. Moreover, UCLA has expressly informed Plaintiffs that it is considering its options
15 regarding the location of its future home football games and that it intends to comply with the
16 Agreement only through the end of the now-ended 2025 season, despite nearly twenty years
17 remaining on Agreement. At a minimum, UCLA's statements and conduct constitute a failure to
18 act fairly, honestly, and in good faith, as UCLA knows that Plaintiffs have substantial obligations
19 for each offseason in preparation for the next season that follows. Plaintiffs' commitments and
20 operational preparations are tied to UCLA's six annual home football games, including but not
21 limited to, securing and coordinating surrounding events, finalizing vendor and game-day service
22 arrangements, and undertaking significant logistical planning months in advance. By refusing to
23 commit to playing UCLA home football at the Rose Bowl Stadium for the next 2026 season and
24 beyond, UCLA has failed to act as a good-faith contractual partner. Abandoning your contracting
25 partner is far from acting in good faith or dealing fairly and that undermined Plaintiffs' ability to
26 realize the benefit of their bargain.

125. In violating the Agreement, while representing otherwise, UCLA did not act fairly and in good faith, and UCLA took all the foregoing actions in bad faith and with the intent of depriving Plaintiffs of the benefit of their bargain under the Agreement.

126. Further, UCLA's conduct frustrated the purpose of the Agreement and denied Plaintiffs the reasonable expectations of their bargain.

127. As a result, Plaintiffs have suffered irreparable harm necessitating equitable relief and for which monetary damages alone would be inadequate. Plaintiffs have also incurred monetary damages, including economic loss, consequential damages, and other general and specific damages, in an amount to be determined at trial. At the time that the Agreement was executed and later extended through the Amendment, UCLA knew or reasonably could have foreseen that breaches of the Agreement would result in harm to Plaintiffs in the ordinary course of events. Plaintiffs are entitled to all forms of relief and the recovery of all damages it incurred as a result of UCLA's breach, subject to proof at trial, in addition to the recovery of Plaintiffs' attorneys' fees, costs, and expenses relating to this lawsuit, as permitted by the Agreement and to the maximum extent allowed by law. *See* Ex. A ¶ 38.h.

FOURTH CLAIM FOR RELIEF

DECLARATORY RELIEF

(Plaintiffs Against Defendant The Regents of the University of California)

128. Plaintiffs incorporate by reference paragraphs 1-127 above, as if set forth in full.

129. A present and actual controversy exists between UCLA and Plaintiffs. Plaintiffs contend that they have fully complied with all terms of the Agreement; that they have not breached or otherwise defaulted on any of their obligations under the Agreement; and that UCLA is obligated to continue to play its home football games at the Rose Bowl Stadium, and no other facility in Los Angeles or Orange County, until June 30, 2044. UCLA has notified Plaintiffs of its intention to abandon its lease early and breach the Agreement.

130. In addition, as a result of Plaintiffs' ongoing undertaking of substantial capital improvements, renovations, and new construction, they sought reassurance from UCLA that it would not breach the Agreement by continuing to play its home football games at the Rose Bowl

1 Stadium. UCLA initially provided such reassurance but then later reversed course by informing
2 Plaintiffs of its affirmative plan to breach and cease playing at the Rose Bowl Stadium, despite the
3 Agreement's prohibition that UCLA may not "not conduct any Home Games[] . . . in any facility
4 located in the Los Angeles core based statistical area . . . or in Orange County, other than the [Rose
5 Bowl] Stadium" through June 30, 2044, a violation of which is deemed a breach of the Agreement.
6 Ex. A ¶¶ 2.a, 2.d; Ex. B ¶ 2. UCLA also failed to provide unequivocal and unconditional
7 confirmation that it will fully comply with its obligations under the Agreement, notwithstanding
8 Plaintiffs' request for same. Exs. E, F.

9 131. Accordingly, a present and actual controversy exists between Plaintiffs and UCLA.

10 132. Plaintiffs thus seek the following declarations:

- 11 1. The Agreement, as revised by the Amendment, is valid and enforceable;
- 12 2. The City and RBOC have fully complied and have not breached or otherwise
13 defaulted on any of their obligations under the Agreement;
- 14 3. UCLA has breached, and/or anticipatorily breached, the Agreement;
- 15 4. UCLA has no contractual or legal right to abandon its lease; and
- 16 5. UCLA must abide by the Agreement, including by playing all of its home
17 football games at the Rose Bowl Stadium until June 30, 2044 and not conducting any of its home
18 football games in any facility located in Los Angeles or Orange County, other than the Rose Bowl
19 Stadium through the contract term.

20 133. As discussed herein, Plaintiffs have suffered and will continue to suffer irreparable
21 harm, necessitating equitable relief and for which monetary damages alone would be inadequate.

22 134. A judicial declaration is necessary and appropriate so that the parties may ascertain
23 their respective rights, duties, and obligations with respect to the Agreement in a single proceeding
24 without duplicative litigation.

25 **FIFTH CLAIM FOR RELIEF**

26 **PROMISSORY ESTOPPEL**

27 **(Plaintiffs Against Defendant The Regents of the University of California)**

28 135. Plaintiffs incorporate by reference paragraphs 1-134 above, as if set forth in full.

1 136. UCLA was fully aware that Plaintiffs were undertaking substantial capital
2 improvements at the Rose Bowl Stadium—funded by taxpayer-backed debt—because UCLA had
3 contractually committed to remain at the Rose Bowl Stadium through June 30, 2044.

4 137. In the spring and summer of 2025, UCLA represented to RBOC that it was not leaving
5 the Rose Bowl Stadium for the foreseeable future and publicly embraced the benefits of imminent
6 south end-zone improvements. These assurances reinforced UCLA’s promise to continue playing
7 its home football games at the Rose Bowl Stadium while taking advantage of the new, UCLA-
8 tailored south end-zone project and related renovations that the Agreement does not require
9 Plaintiffs to undertake. UCLA’s repeated commitment to the project’s advancement in operational
10 meetings and other correspondence reaffirmed its promise to RBOC that the south end-zone project
11 would be left in limbo once UCLA walked away from the stadium.

12 138. UCLA’s assurances constituted clear and unambiguous promises that UCLA would
13 not imminently relocate its home football games away from the Rose Bowl Stadium; that it would
14 remain at the Rose Bowl Stadium for the seasons for which the south end-zone and related capital
15 projects were being planned, constructed, and financed; and that Plaintiffs’ continued investment in
16 those projects would not be stranded by an early departure.

17 139. In reasonable reliance on UCLA’s promise and assurances, Plaintiffs proceeded with
18 extensive capital improvements to the Rose Bowl Stadium specifically requested by, designed for,
19 and/or undertaken for the benefit of UCLA. This reliance included, without limitation, moving
20 forward with the south end-zone project and associated premium seating and club areas, entering
21 into third-party relationships in coordination with UCLA, approving and implementing at least
22 \$28.5 million in fiscal year 2026 capital improvements (including approximately \$26.5 million in
23 stadium-related projects), issuing and restructuring bond financings and other debt obligations,
24 entering into and expanding construction, design, vendor, and sponsorship contracts premised on
25 UCLA’s continued tenancy, and coordinating offseason planning and scheduling around UCLA’s
26 home football games. These projects were initiated for UCLA’s benefit, not because of any
27 contractual obligation on Plaintiffs. UCLA’s promises to remain at the Rose Bowl Stadium for the
28

foreseeable future prompted RBOC to incur further costs and advance planning on the south end-zone project that it otherwise would not have.

140. UCLA knew or reasonably should have known that Plaintiffs would rely on such promises and assurances by continuing and accelerating stadium renovations for UCLA's benefit, including the south end-zone build-out and other UCLA-specific enhancements. UCLA was fully aware that these projects required Plaintiffs to commit substantial public funds, incur long-term obligations to contractors and vendors, coordinate construction during limited offseason windows, and structure the projects around anticipated UCLA game dates and projected revenue streams.

141. Plaintiffs would not have undertaken, continued, or expanded these capital projects in the same manner, on the same timeline, or at the same scale had UCLA not made the promises and assurances described above. Had Plaintiffs known that UCLA intended to abandon the Rose Bowl Stadium, Plaintiffs could have delayed, reconfigured, reduced, cancelled, or otherwise modified the scope of the south end-zone project and related renovations or promptly sought judicial relief to protect their interests before incurring further obligations.

142. As a direct and proximate result of their reliance on UCLA's promises, Plaintiffs have suffered substantial injury, including but not limited to: the commitment and expenditure of tens of millions of dollars in capital improvements undertaken for UCLA's benefit and/or at its request; increased debt service and financial obligations borne by Pasadena taxpayers; exposure to claims and liabilities under construction, vendor, sponsorship, and other third-party agreements premised and executed based on UCLA's continued presence; loss of other business opportunities and alternative uses of the stadium; and the substantial costs and burdens associated with attempting to mitigate the effects of UCLA's announced departure.

143. If UCLA is permitted to renege on the promises and assurances it made to Plaintiffs without consequence, Plaintiffs will suffer injustice that monetary damages alone cannot adequately remedy. UCLA should be estopped from denying or contradicting its promises and assurances and from asserting that Plaintiffs were unreasonable to rely upon them. Plaintiffs are entitled to equitable and monetary relief, including but not limited to enforcement of UCLA's promises,

injunctive and declaratory relief, and recovery of all damages and losses incurred as a result of Plaintiffs' reliance, in amounts to be proven at trial.

SIXTH CLAIM FOR RELIEF

TORTIOUS INTERFERENCE WITH CONTRACTUAL RELATIONS

**(Plaintiffs Against Defendants Kroenke Sports &
Entertainment, LLC and StadCo LA, LLC)**

144. Plaintiffs incorporate by reference paragraphs 1-143 above, as if set forth in full.

145. As established, Plaintiffs and UCLA are bound by the Agreement, a valid and enforceable contract. The general terms of that contract are publicly available and widely known throughout the collegiate and professional sports community. The Pasadena City Council has held numerous open hearings discussing the terms of the Agreement. *See, e.g., Agenda Report, CITY OF PASADENA* (Jan. 7, 2013), available at <https://tinyurl.com/8xtpb2hf> ("On October 23, 2010, the Pasadena City Council approved the \$152 million Rose Bowl Renovation Project. Concurrent with this action was the approval of 30-year lease agreements with both the Tournament of Roses and UCLA"). Public reporting on the Agreement is widespread. *See, e.g., Officials seek alternatives as Rose Bowl renovations face a \$35 million funding gap, DAILY BRUIN* (Oct. 20, 2025), available at <https://tinyurl.com/yb5hy7ab> ("UCLA's recent 30-year lease agreement with the RBOC calls for the university to provide a negotiated contribution toward stadium improvements.").

146. Upon information and belief, UCLA informed the SoFi Defendants of the Agreement and its obligations thereunder, including but not limited to the requirement to play all UCLA home football games at the Rose Bowl Stadium until June 30, 2044.

147. Upon information and belief, in late 2024 or early 2025, KSE executives openly suggested that SoFi Stadium was pursuing UCLA, demonstrating the SoFi Defendants' intent to induce UCLA's breach and disturb UCLA's performance of the Agreement.

148. As described herein, and on information and belief, the SoFi Defendants knew about the Agreement, yet coordinated with UCLA to breach its contractual obligations and abandon the Rose Bowl Stadium in favor of playing its home football games at SoFi Stadium instead. The SoFi

Defendants engaged in these discussions with knowledge that UCLA's departure would violate the Agreement and prevent and/or disrupt UCLA's performance of the Agreement, thereby acting with malice in luring UCLA Football away from its contractual home in Pasadena.

149. On information and belief, the SoFi Defendants' actions intended to and did disrupt UCLA's performance of its obligations under the Agreement. In the alternative, the SoFi Defendants plainly knew that disruption of UCLA's performance was certain or substantially certain to occur as a result of their actions.

150. The SoFi Defendants' conduct was a substantial factor in the harm caused to Plaintiffs resulting from UCLA's breach. As a direct and proximate cause of the SoFi Defendants' conduct, and as described herein, Plaintiffs have suffered irreparable harm necessitating equitable relief and for which monetary damages alone would be inadequate. Plaintiffs have also incurred significant monetary damages, including economic loss, consequential damages, and other general and specific damages, in an amount to be determined at trial, but which amount could exceed one billion dollars.

PRAYER FOR RELIEF

WHEREFORE, the City and RBOC pray for judgment as follows:

1. For an order of specific performance compelling UCLA to play all of its home football games at the Rose Bowl Stadium until June 30, 2044;

2. For a preliminary and permanent injunction enjoining UCLA, and all persons acting in concert with them, from playing or scheduling any home football games at any location other than the Rose Bowl Stadium, including in any other facility located in Los Angeles or Orange County, until June 30, 2044;

3. For a preliminary and permanent injunction enjoining KSE, StadCo, third parties, and their officers, agents, employees, and affiliates, and all persons acting in concert with them, from interfering in any way with UCLA's contractual obligations under the Agreement, including but not limited to playing its home football games at the Rose Bowl Stadium until June 30, 2044;

4. For damages, including without limitation, direct, indirect, consequential, and expectation damages, arising from UCLA's breach and/or anticipatory repudiation of contract according to proof;

1 5. For damages, including without limitation, direct, indirect, consequential, and
2 compensatory, punitive, and economic damages, arising from KSE and StadCo's tortious
3 interference with Plaintiffs' and UCLA's Agreement according to proof;

4 6. For the costs of suit herein;

5 7. For attorneys' fees as allowed by the Agreement and the law;

6 8. For declaratory relief as detailed herein;

7 9. For pre- and post-judgment interest as allowed by law; and

8 10. For such other and further relief as the Court deems just and proper.

9
10 DATED: December 4, 2025

Respectfully Submitted

11 SIDLEY AUSTIN LLP

12 By: 
13 Nima H. Mohebbi

14 Michele Beal Bagneris, City Attorney
15 Lesley Cheung, Assistant City Attorney
16 OFFICE OF THE CITY ATTORNEY
CITY OF PASADENA

17 *Attorney for Plaintiffs*
18 CITY OF PASADENA and
19 ROSE BOWL OPERATING COMPANY
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Exhibit A

**RESTATED
ROSE BOWL AGREEMENT NO. 20,501**

BETWEEN

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, ON BEHALF OF ITS
LOS ANGELES CAMPUS**

-AND-

ROSE BOWL OPERATING COMPANY

As Agent For

THE CITY OF PASADENA

RESTATED ROSE BOWL AGREEMENT

AGREEMENT NO. 20,501

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AGREEMENT NO. 20,501

This Restated Rose Bowl Agreement (this "Agreement"), dated November __, 2010 ("Effective Date"), is entered into between the Rose Bowl Operating Company ("RBOC") as agent for the City of Pasadena, a municipal corporation ("City "), and The Regents of the University of California, a California public corporation ("Lessee "), on behalf of its Los Angeles Campus ("UCLA ").

W I T N E S S E T H

WHEREAS, City is the owner of certain real property in the Brookside Park area of City, including the Rose Bowl Stadium (the "Stadium "), specific related facilities and specific adjacent areas (collectively, the "Rose Bowl "), as depicted in Exhibit A attached hereto and incorporated herein;

WHEREAS, RBOC has been delegated the day-to-day authority for management of the Rose Bowl;

WHEREAS, RBOC and Lessee are parties to that certain Rose Bowl Agreement No. 18,414, as amended by Agreement No. 18,414-1 and Amendment No. 18,414-2 (as further supplemented, amended and modified from time to time, the "Original Agreement "), pursuant to which RBOC granted Lessee the right to lease the Rose Bowl on the conditions and for the considerations set forth therein; and

WHEREAS, in connection with certain planned renovations of the Rose Bowl described on Exhibit J attached hereto and incorporated herein (the "Project "), City, RBOC and Lessee desire to amend and restate the Original Agreement, on the conditions and for the considerations set forth herein.

NOW, THEREFORE, subject to Paragraph 12.a, herein, RBOC and Lessee hereby terminate and restate the Original Agreement in its entirety and agree to the above recitals and, intending to be legally bound, agree as follows:

1. USE AND TERM. Lessee may use the Rose Bowl as set forth herein for the period commencing on the Effective Date and ending on the later of (i) December 31 of the calendar year that is thirty (30) years from the date that City and RBOC achieve Substantial Completion (as defined below) of the Project and (ii) December 31, 2042 (such period being the "Term").

2. SPECIFIC USES.

a. **Football Games.** Subject to Paragraph 36 ("Cooperation with Pasadena Unified School District"), below, between the first day of regular season play for Division I varsity college football, as established by the National Collegiate Athletic Association, and the Sunday following the last day of regular season play for Division I varsity college football, as established by the National Collegiate Athletic Association in each year, including the post-season championship game for the conference that UCLA is a member of (the "Conference"), but no later than December 15 in each year of the Agreement term (the "Lessee Primary Use

Period") RBOC will not permit any party other than Lessee to use the Stadium and its surrounding parking lots ("Parking Lots") and related areas depicted on Exhibit A (which related areas and the Parking Lots, are collectively defined as the "Ancillary Use Areas") to conduct American-style football games ("Games"), without the express written consent of Lessee, which may be given or withheld in Lessee's sole discretion. For any Contract Year (as defined below) in which UCLA is not a member of a conference, the last day of the Lessee Primary Use Period shall be the day after the final Game scheduled to be played by UCLA in the Rose Bowl during such Contract Year, whether such Game is a regular season Game or a post-season Game, but no later than December 15. Lessee shall use its best efforts to notify RBOC of the date of such final Game no later than March 15 of such Contract Year. In evaluating the appropriateness of any proposed Game to be played during the Lessee Primary Use Period, Lessee may consider, among any and all relevant matters, (i) the nature of the participants, including the potential impact of any selection on Lessee's ability to establish and promote its identity and relationship with the Rose Bowl as Lessee's home football stadium in the local marketplace, and (ii) any revenue sharing arrangement (including, without limitation, with respect to any National Football League ("NFL") Game), as may be reached by mutual agreement between Lessee and the RBOC.

Subject to Paragraph 20 ("Rose Bowl Renovation Project") and Paragraph 32 ("Termination for Cause"), below, during the Lessee Primary Use Period Lessee will not conduct any Home Games, as defined in Paragraph 2.b below, in any facility located in the Los Angeles core based statistical area (as defined by the United States Office of Management and Budget, or if such definition is no longer available, a comparable defined area) or in Orange County, other than the Stadium. The tentative dates for Games for the 2011 UCLA football season are listed in Exhibit B, attached hereto and incorporated by this reference. No later than July 1 of each calendar year (sometimes referred to below as "Contract Year") of the Term, Lessee will provide to RBOC an updated five (5)-year (or as many years as are then available) tentative schedule of dates and times of Games. RBOC shall schedule no events that utilize any portion of the Stadium or Ancillary Use Areas on the dates of UCLA Home Games, as reflected in the tentative schedule. Lessee may, by written notice to RBOC change Game dates and times on short notice to accommodate televised Games. Accordingly, subject to Paragraph 36 ("Cooperation with Pasadena Unified School District"), below, and the regularly scheduled Flea Market on the 2nd Sunday of every month for which no Game shall be scheduled, RBOC may not, without Lessee's prior written consent, schedule any event that may reasonably be anticipated to have a material and adverse impact on a Home Game in the Stadium during the Lessee Primary Use Period prior to May 31 of any Contract Year. However, RBOC may schedule events (other than Games) during the Lessee Primary Use Period on dates other than the dates of UCLA Home Games, as reflected in the tentative schedule; provided that such events do not, in RBOC's reasonable discretion, materially and adversely affect Lessee's use of the Stadium for the conduct of Games; provided, that any such event which would involve use of the Stadium field, which would be held within seven (7) days prior to a UCLA Home Game and which would impact Lessee's ability to stage its Home Game in the same first class manner that has historically staged its Home Games shall require Lessee's prior approval. Such permitted events may include without limitation use of the Stadium for meetings, events and banquets that would not affect UCLA home Games. Lessee will use its best efforts to provide a minimum of 30 days' notice of any date change; however, Lessee and RBOC shall work in good faith to accommodate date changes of Games on less than 30 days' notice. Lessee will use its best efforts (i) to provide a minimum

of six (6) days' notice of any Game time change and (ii) to notify RBOC, not later than July 1 of each year, of any Games which are likely to result in amplified sound in the Stadium after 10 p.m. Such Games may only be between UCLA's varsity football team and the varsity football teams of other universities and institutions.

b. **Home Games.** As used herein, "Home Games" shall include all regularly scheduled Games designated as "home" on UCLA's schedule and included as part of UCLA home season ticket package. Lessee shall not play any neutral site Games at a stadium located in the Los Angeles core based statistical area (as defined by the United States Office of Management and Budget, or if such definition is no longer available, a comparable defined area) or in Orange County other than the Stadium, except that Lessee shall be permitted to play a neutral site Game once every five (5) years during the term of this Agreement provided that: (i) during the season in which such neutral site Game is played, UCLA shall have at least six (6) Home Games played at Stadium, (ii) the opponent in such neutral site Game is not a member of the Conference, and (iii) the opponent in such neutral site Game is not the University of Southern California.

c. **Post Season Game.** In case a post-season Conference championship Game is played at the Rose Bowl:

i. If the Rose Bowl is chosen as a neutral site by means of an open-bid process or any other form of generic selection, and UCLA is a participant, Lessee shall be entitled to occupy the same number and size of complementary suites as is UCLA's opponent;

ii. If the choice of the Rose Bowl as the venue is based upon playing in the home venue of one of the divisional champions, or in any form by which the venue is determined upon the success of one or the other of the participants, and UCLA is one of the participants, Lessee shall be entitled to occupy gratis the same suites that it would be entitled to occupy gratis for any Home Game. Should Lessee earn the right to participate in such a Game, RBOC must permit such a Game to be played at the Rose Bowl, provided that such Game is during the Lessee Primary Use Period or, if scheduled outside the Lessee Primary Use Period, RBOC shall negotiate with the Conference or, if UCLA is not a member of any conference, with Lessee, to allow the Game to be played at the Stadium, subject only to the scheduling restrictions imposed by virtue of the RBOC's contractual obligations to the Tournament of Roses Association ("TRA") under the agreement between RBOC and TRA related to the annual Rose Bowl game (the "TRA Agreement"), and otherwise upon such commercially reasonable terms as may be acceptable to RBOC. Further, while any such Game (whenever scheduled) shall not constitute a "Home Game," the terms and conditions with reference to that Game, which shall be negotiated between the Conference (or, if UCLA is not a member of any conference, with Lessee) and the RBOC, shall protect the rights of Lessee and RBOC and be consistent with the terms and conditions provided in this Agreement for a Home Game.

d. **Equitable Remedies.** The failure by any party to observe any provision of Paragraphs 2.a., 2.b. or 2.c. would be a breach of this Agreement for which monetary damages

alone would be inadequate and for which the aggrieved party or parties would be entitled to seek equitable remedies to compel enforcement of this Agreement.

e. **Football Practices.** Between August 15 and December 15 of each Contract Year of the Agreement term, UCLA and its opponents may conduct football practices ("Practices") in the Stadium on the day preceding each Game. In addition, UCLA may conduct two Practices in the Stadium during the spring of each Contract Year of the Agreement term and two Practices during a period not earlier than three (3) weeks before UCLA's first home or away Game, on dates subject to reasonable approval of RBOC. Lessee agrees to provide RBOC with at least twenty one (21) days advance written notice of the dates Lessee desires to use the Rose Bowl for the Spring Practices stated above.

f. **Responsibility for the Public.** Lessee will properly manage each Game and Practice and reasonably control or manage all persons in attendance at or participating in such Game or Practice in any capacity while such persons are inside the Stadium fence.

g. **No Estate.** Notwithstanding the fact that Lessee is referred to as a "lessee" herein, this Agreement provides only a right of use of temporary duration to sponsor and conduct the specific enumerated events, only, and no other events, and does not give Lessee any added interest (with the exception of rights granted in this Agreement or by applicable law), title, leasehold, estate or right of any kind or extent whatsoever, whether legal or equitable, prescriptive or otherwise, no matter how long this Agreement is in force. This Agreement does not constitute a transfer of property as proscribed by the Charter of the City of Pasadena, Article XVI. Lessee will not claim, at any time, any interest (with the exception of rights granted in the Agreement or by applicable law), title, leasehold, or estate in the Rose Bowl or in any area used or occupied by virtue of this Agreement or by virtue of Lessee's occupancy, use or expenditures under this Agreement.

3. **BROADCAST RIGHTS.** Lessee may use the Rose Bowl to broadcast Home Games by any technology Lessee deems appropriate, including without limitation via internet, radio and/or television, and/or to film, tape and record such Games. Lessee shall notify RBOC of each person authorized by Lessee to broadcast each Game, the move-in and move-out dates of such persons and their liaison person with Lessee. Neither RBOC nor City shall have any right to broadcast, film, tape or record any Home Games; further RBOC shall place in its agreements with suiteholders language prohibiting suiteholders or their invitees from recording or otherwise distributing moving images of Home Games for commercial purposes.

4. **RENTAL CONSIDERATION.** Lessee shall pay RBOC, as rental consideration for Lessee's use of the Rose Bowl during the previous football season, the following amounts:

a. **Percentage of Ticket Sales.** An amount equal to eight percent (8%) of Lessee's gross receipts from the sale of admission tickets to each Home Game (sometimes hereinafter referred to as "Rental Consideration"). Payment of said percentage of season ticket sales for each Contract Year shall be made on or before the date of the first Home Game of the football season in each Contract Year, and any remaining balance of the payment for each Contract Year shall be made on or before February 1st of the following Contract Year.

b. Payments Based on Television Revenues.

i. In Contract Years ending December 31, 2010 and December 31, 2011, if those years are prior to Substantial Completion, Lessee shall pay RBOC an amount equal to eight percent (8%) of all proceeds received by Lessee from television revenues when any Home Game played in the Stadium is televised, whether on free commercial television, cable television or any other means of television. In any subsequent Contract Year that precedes Substantial Completion, Lessee shall pay RBOC an amount equal to \$175,000. Payment of said percentage or fixed amount shall be made on or before January 15th of each calendar year; if Lessee has not received the proceeds of such telecast on or before February 1st of each calendar year, Lessee shall pay the amounts due under this Subparagraph to RBOC within ten (10) days after receipt thereof. Should Substantial Completion occur prior to UCLA's last televised Home Game of a season, the payment to be made under this sub-paragraph shall be prorated by the percentage of Games played in relation to the number of Home Games scheduled for that season.

ii. Following Substantial Completion, Lessee shall be entitled to retain all proceeds received by Lessee related to the televising or other distribution of moving images of Games, when any Home Game played in the Stadium is televised, whether on free commercial television, cable television or any other means of television or other medium of distribution of moving images of Games.

c. **No Admission Tax.** RBOC will not collect the admission tax otherwise imposed by the City ("Admission Tax") on any tickets issued for Home Games conducted at the Rose Bowl pursuant to this Agreement. If, for any reason, the Admission Tax is not suspended by City for Home Games held by Lessee pursuant to this Agreement, then the amount of Admission Tax paid by attendees for such Home Games shall be deducted from the Rental Consideration paid by Lessee under Paragraph 4.a. If the Rental Consideration paid by Lessee under Paragraph 4.a. from Games during such Contract Year is not sufficient to offset the entire amount of the Admission Tax paid by attendees for such Home Games during such Contract Year, then RBOC will either pay to Lessee the amount sufficient to offset such shortfall or otherwise rebate such amount to Lessee no later than the time payment of such admission tax is required of Lessee, with reconciliation to occur no later than February 15 of the following Contract Year, if necessary.

d. **No Capital Maintenance User Fee.** City has indicated that it may impose a new capital maintenance user fee ("Capital Maintenance User Fee") on all tickets priced in excess of \$100 for all events held at the Rose Bowl, in the following tentative amounts:

<u>Year</u>	<u>Amount</u>
2012 through 2021	\$10
2022 through 2031	\$15
2032 through 2043	\$20

RBOC will not collect the Capital Maintenance User Fee on any tickets at any price issued for Home Games conducted at the Rose Bowl pursuant to this Agreement. If, for any reason, the Capital Maintenance User Fee set forth in any City ordinance or resolution is not suspended by City for Home Games held by Lessee pursuant to this Agreement, then the amount of the Capital Maintenance User Fee paid by Lessee for such Home Games shall be deducted from the Rental Consideration paid by Lessee under Paragraph 4.a. If the Rental Consideration paid by Lessee under Paragraph 4.a. (net of any application of that revenue to offset costs under Paragraph 4.c above) is not sufficient to offset the entire amount of the Capital Maintenance User Fee paid by Lessee during such Contract Year, then RBOC will either pay to Lessee the amount sufficient to offset such shortfall of the Capital Maintenance User Fee or otherwise rebate such amount to Lessee no later than the time such fee is imposed, with reconciliation to occur no later than February 15 of the following Contract Year, if necessary.

e. **Definition of Gross Receipts.** For purposes of this Paragraph 4, the term "gross receipts" shall mean the total revenue received by Lessee from the sale of admission tickets to each Home Game played in the Rose Bowl by UCLA, without any deduction for the expenses of conducting such Game, but excluding the following:

- i. The face value of complimentary tickets,
- ii. Any amounts received from the sale of student tickets to Lessee's bona fide students or their spouses or the sale of faculty or staff cards to members of Lessee's faculty or staff or their spouses, entitling the holder to admission to a Game, if and while he or she is a bona fide student or the spouse of a bona fide student or member of the faculty or staff or the spouse of a member of the faculty or staff.
- iii. All license fees and taxes, if any, imposed upon Lessee by any third party with respect to Lessee's right and privilege of conducting the Game or with respect to the sale of admission tickets, and not imposed by Lessee as a specific and extra charge to the ticket purchaser.
- iv. That part of each amount collected from ticket purchasers which Lessee is required to exact in the capacity of a collection agent, in effect, for any taxing authority as an admissions or other tax.
- v. All revenue from the sale of seats in the Press Box (which shall be retained by RBOC or Lessee, as provided in Paragraph 17).

f. **Equal Treatment of Lessee.** Except for NFL Games, the Rose Bowl Game, and the BCS National Championship Game (or equivalent), Lessee's rate of rent shall not be greater than that charged to any other professional or collegiate sport lessee or licensee that enters into an agreement with RBOC or City to use the Stadium for three (3) or more home games each year for two (2) or more consecutive years. Lessee shall receive no less favorable terms and conditions than such lessee or licensee with respect to the sharing of event day staffing and other costs or the sharing of revenue from concessions and/or parking. In addition, Lessee shall have priority over any other lessee or licensee with respect to scheduling of Games and Practices during the Lessee Primary Use Period.

5. COMPLIMENTARY TICKETS AND UNPAID ADMISSIONS.

a. **Number and Exclusions.** Lessee will not issue, without either obtaining the prior written consent of the RBOC General Manager ("General Manager") or reporting and paying the percentage set forth in Paragraph 4.a on the gross value thereof, more than 5,000 complimentary tickets for each Game in addition to the complimentary tickets provided to RBOC. Persons within any of the following classifications may be admitted without charge to such Game by Lessee and shall not be counted toward such allowable 5,000 persons:

i. Lessee's employees or employees of Lessee's subcontractors, serving as gatepersons, fence guards, ticket sellers, ticket takers, program sellers, novelty sellers, student affairs personnel, ushers, attendants, messengers, persons managing spectators, or the accommodations of spectators, and leaders or supervisors of any such persons.

ii. Participants in any game related programs, including but not limited to musicians, participants in field stunts, or cheerleaders.

iii. Members of the competing teams and their staff, including substitutes, coaches, doctors, managers, trainers, masseurs, equipment handlers and other customary attendants.

iv. Game officials, police officers, private security personnel, paramedics, credentialed members of the press, Stadium officials and maintenance staff, provided that any such persons are on duty for that Game.

v. Persons that receive tickets pursuant to Paragraph 5.b.iv below.

b. **City's Right to Tickets.**

i. During the 2010 Contract Year, Lessee will deliver to RBOC 300 complimentary tickets for each Home Game, which shall be located in the following areas: 40 tickets in Press Box suites 117 and 118, 14 tickets in the Press Box executive suite to be jointly determined by RBOC and Lessee; 76 tickets in the Stadium seating area between the 20 yard lines; and 170 tickets in the Stadium between the goal lines and 20 yard lines. In addition, RBOC shall receive ten (10) complimentary passes which will allow access to public areas of the Press Box.

ii. Commencing with the 2011 Contract Year and continuing until Substantial Completion, Lessee will deliver to RBOC 350 complimentary tickets for each Home Game which shall be located in the following areas: 40 tickets in Press Box suites 117 and 118, 14 tickets in the Press Box executive suite to be jointly determined by RBOC and Lessee; 91 tickets in the Stadium seating area between the 20 yard lines; and 205 tickets in the Stadium between the goal lines and 20 yard lines. In addition, RBOC shall receive ten (10) complimentary passes which will allow access to public areas of the Press Box.

iii. Following Substantial Completion, Lessee will deliver to RBOC 400 complimentary tickets for each Home Game which shall be located in the following areas: 110 tickets in the Stadium seating area between the 20 yard lines; 240 tickets in the Stadium between the goal lines and 20 yard lines; and 50 tickets in the Stadium in locations to be determined by Lessee.

iv. In addition, Lessee will conduct a program that provides for admission to selected Home Games at no charge for City's youth, public school, and recreational organizations, as well as for Lessee's developmental programs targeted to persons age 18 and under, including without limitation the "I'm Going to College" and "Athletics for Youth" programs. City officials may participate in developing the plans for allocation and distribution of these tickets. Games at which this program will be available shall be selected jointly by Lessee and RBOC. Tickets distributed pursuant to this Paragraph 5.b.iv shall not be counted as part of the 5,000 complimentary tickets set forth in Paragraph 5.a, above.

6. CONCESSIONS.

a. **Food and Beverages**

i. Food and Beverages (General). Except as set forth in (ii) and (iii) below, RBOC retains the right during the Term to subcontract or to authorize the distribution or sale of food and beverages (including both alcoholic and non-alcoholic beverages) inside the Stadium fence. RBOC shall only sell or distribute alcoholic beverages in the Press Box area of the Stadium, the Premium Seating (following Partial Completion of each portion thereof), the Lounges (following Partial Completion of each portion thereof), and any other areas inside the Stadium fence developed or used in the future by RBOC for meetings, banquets, other events and miscellaneous activities, as further discussed below. RBOC will provide Lessee with satisfactory evidence that RBOC's food and/or beverage subcontractors have customary liability insurance and that such insurance policies name RBOC and Lessee as additional insureds. Prior to Substantial Completion, RBOC's share of gross receipts from the sale of food and beverages at Lessee's events shall be divided equally between RBOC and Lessee and paid by RBOC to Lessee on or before February 1st of each Contract Year for the previous Contract Year. Following Substantial Completion, all revenue from the sale of food and beverages at Lessee's events, excluding revenues from sales in Lessee's Designated Food and Beverage Area (as defined in Paragraph 6.a.iii, below), shall be retained by RBOC. Revenues from sales in Lessee's Designated Food and Beverage Area are to be treated as contemplated by Paragraph 6.a.iii, below. Prior to Substantial Completion, Lessee and RBOC shall jointly review quality standards and retail prices of such items by July 1 of Contract Year. Following Substantial Completion, RBOC shall set all concession prices in accordance with Paragraph 6.a.ii, below. Should Substantial Completion occur prior to UCLA's last Home Game of a season, the payment to be made under this sub-paragraph shall be prorated by the percentage of Games played in relation to the number of Home Games scheduled for that season.

ii. Food and Beverages (Press Box, Lounges and Other Areas).

RBOC shall have the right to subcontract or to authorize the sale or distribution of food and beverages (including both alcoholic and non-alcoholic beverages) for all areas of the Press Box, the Premium Seating (following Partial Completion of each portion thereof), the Lounges (following Partial Completion of each portion thereof) and any other areas inside the Stadium fence developed or used in the future by RBOC for meetings, banquets, other events and miscellaneous activities, except that, prior to Partial Completion of the applicable portion of the Press Box, Lessee shall have the right to authorize the distribution of food and beverages in those areas of the Press Box areas allocated to Lessee's sole use (as shown on Exhibit C), for Games and related activities. Following Substantial Completion, RBOC shall set all concession prices based upon market prices for such (or similar) items at comparable venues in comparable markets. Following Substantial Completion, RBOC shall provide catering service to Lessee in the Lessee Designated Press Box Areas, as well as in the working press area, for all Home Games. Lessee and RBOC will meet and confer to review quality standards of such service by July 1 of each Contract Year. Such catering shall include food and beverage service offered by the RBOC-selected vendors. RBOC shall provide such service gratis up to a value of \$400 (valued by reference to the tariffs charged for the same or equivalent food and beverages in Premium Seating areas) per game for each suite in the Lessee Designated Press Box Areas with the exception of the suite designated by Lessee as the "Chancellor's suite", in which such catering service shall be provided gratis up to \$800 per game. Lessee shall pay the actual cost of any catering exceeding such thresholds, which thresholds shall increase for each subsequent Contract Year following Substantial Completion by an amount equal to 3% on a cumulative basis. The working press area shall be catered by the RBOC selected vendor, and Lessee shall pay for such catering at cost.

iii. Food and Beverages (Outside of Fenced Area of Stadium). Lessee

shall have the right to subcontract or to authorize the sale or distribution of food and non-alcoholic beverages, and to authorize the distribution (but not sale) of alcoholic beverages, subject to all applicable laws, on the day of Home Games only, in the area designated in "Area H" on Exhibit D, attached and incorporated herein by this reference, in a manner consistent with the historic use of such area by Lessee as of the Effective Date, and in such other areas as Lessee and RBOC may agree in advance in writing. As between the parties hereto, Lessee shall be responsible for all costs associated with the activities of any such third parties on RBOC property. Lessee shall provide RBOC with satisfactory evidence that Lessee's food and/or beverage subcontractors have customary liability insurance and that such insurance policies name RBOC and City as additional insureds. Lessee's Net Revenues, if any, from sale of food and beverages, shall be divided equally between RBOC and Lessee and Lessee shall pay RBOC's share to RBOC on or before February 1st of each calendar year for the previous football season. RBOC shall not enter into any agreements with third parties granting rights for sale of food or beverages on the day of Home Games in areas designated in Exhibit D for Lessee's use for third party food and beverage sales, and Lessee shall not sell or authorize distribution of food and beverages or enter into any agreements with third parties granting rights for sale of food or beverages outside such areas. RBOC reserves the exclusive right to sell or authorize the distribution of food and beverages in all other Ancillary Use Areas.

iv. Prior to, during and following Lessee's Games under this Agreement, Lessee's ticket holders and guests shall be allowed to 'tailgate' in the Ancillary Use Areas. 'Tailgating' shall include the right to consume food and beverages. City of Pasadena Ordinance Number 6647, Exhibit 'E' hereto, approves the serving of Alcoholic Beverages in conjunction with tailgating activity, subject to compliance with all applicable federal, state and local laws. Lessee acknowledges RBOC and City desire to develop and implement an alcohol management program for all events at the Rose Bowl, and will work cooperatively with RBOC staff on such a program. Lessee will make its best efforts to provide information about such a program to its ticket holders; however Lessee will not bear any costs associated with the development or implementation of this program beyond providing information about the program to Lessee's ticketholders.

v. Food and Beverages (Sidelines). Lessee shall have the right to distribute, and Lessee's and visiting football teams, including coaches and other personnel authorized by Lessee to be on the sidelines, shall have the right to consume, food and beverage products of Lessee's choosing (and in cups and serving containers of Lessee's choosing). Any revenues derived by Lessee from agreements with third parties pertaining to use of sideline cups or containers displaying logos or slogans shall be retained by Lessee.

vi. Preexisting Contract Rights. Lessee acknowledges that RBOC and City have the authority to enter into agreements for food, beverage and novelty concession sales, pouring rights for the advertising and serving of non-alcoholic beverages, and catering services in facilities retained by RBOC hereunder, including in the 1st and 3rd (but not 2nd) Floors of the Press Box (until Partial Completion of the applicable portion thereof, after which RBOC shall have exclusive rights as to the entire Press Box) and on the Golf Course. RBOC represents and warrants that neither existing agreements nor any future agreements entered into by City and/or RBOC relating to food, beverage or novelty concessions or to pouring rights shall in any way impair any of Lessee's rights as set forth in this Agreement.

b. **Programs**. Lessee shall have the sole right to sell programs or other game-related literature, or the rights to sell or distribute same related to UCLA Games and that Lessee shall bear all costs and shall retain all revenue from the sale or distribution of such programs or other game-related literature.

c. **Lessee's Emblematic Merchandise**. Lessee shall retain the right to sell, to distribute or to authorize the sale or distribution of, any non-food or beverage items, including but not limited to tee-shirts, banners and other consumer merchandise bearing UCLA's marks, symbols, names, and/or logos ("Lessee's Emblematic Merchandise") in the Stadium and in any Ancillary Use Area. Lessee's share of gross receipts received by Lessee from such sales or distribution shall be divided equally between RBOC and Lessee and paid by Lessee to RBOC on or before February 1st of each Contract Year for the previous Contract Year. Lessee may sell or distribute such non-food or beverage items inside and outside the fenced areas of the Stadium, including the Ancillary Use Areas. RBOC acknowledges Lessee's exclusive ownership of Lessee's Emblematic Merchandise and will not permit others to sell or distribute Lessee's

Emblematic Merchandise without Lessee's prior written permission. In the event that RBOC develops Rose Bowl logo merchandise, Lessee will negotiate a commercially reasonable agreement with Lessee's concessionaire to sell the Rose Bowl logo merchandise at its concession stands at Home Games. Merchandise will be made available to the concessionaire by RBOC on consignment at RBOC's actual cost. Lessee and RBOC will share equally in the Net Revenues realized from the agreement with Lessee's concessionaire pertaining to said Rose Bowl logo merchandise. In the event that RBOC directly sells or licenses the right to sell RBOC merchandise at Home Games, RBOC and Lessee will share equally in any Net Revenues realized as a result of any such sales or agreements. Except as expressly provided in this Agreement, RBOC will not authorize or permit any third party to sell or distribute any non-food or beverage item inside or outside the Stadium fence on the day of UCLA's Game.

d. **Tournament of Roses Association Items.** Lessee will obtain evidence of quality and graphics approvals and licenses from the TRA prior to offering, selling or distributing products or services which bear or are rendered under any trade or service marks registered by TRA, or any marks which are so similar thereto as to reasonably cause confusion.

e. **Definition of Gross Receipts and Net Revenues.** For purposes of this Paragraph 6, the terms "gross receipts" and "Net Revenues" shall mean as stated in Exhibit F which is attached hereto and incorporated herein in full by this reference.

f. **Trademark.** Lessee has been informed that City has used and presently is using the trademark ROSE BOWL and the trademark ROSE DESIGN, as it appears on the Stadium marquee, in connection with the Stadium and a variety of services provided by City, and that the TRA has used and presently is using the trademarks, ROSE BOWL, THE ROSE BOWL and the ROSE BOWL GAME, among others, on or in connection with the events of the Tournament of Roses and a variety of products and services offered by and through the TRA. Unless City otherwise agrees in writing, Lessee shall not use or license the trademarks, ROSE BOWL, THE ROSE BOWL, ROSE BOWL GAME or the ROSE DESIGN as it appears on the Stadium marquee, in connection with any goods or services including, but without limitation to any merchandise or promotional material which is likely to create the impression that the Rose Bowl, the City, or the TRA is affiliated with, has sponsored or has approved any team, activity, event, commercial product, service, advertisement or sponsor of Lessee.

Notwithstanding the foregoing, Lessee may use the name 'Rose Bowl' to inform patrons of the location of a Game; provided, however, that it must be clear from the context of such use that the term 'Rose Bowl' is not being used as a trademark or service mark, or in any other manner so as to identify or create a likelihood of confusion concerning the source, quality, sponsorship or affiliation of any goods or services including, but without limitation to any team, activity, event, commercial product, advertiser or sponsor of Lessee.

7. MAINTENANCE STAFFING AND CLEAN UP COSTS.

a. **Staffing.** RBOC shall perform, or cause to be performed, all maintenance of the Rose Bowl, both inside and outside the Stadium fence. Within thirty (30) days after receiving an invoice from RBOC, Lessee will pay for all game day and Practice day maintenance staffing costs incurred inside the Stadium fence (except in the Press Box), including but not

limited to costs for attendants, plumbers, electricians, communications staff, Rose Bowl maintenance staff, matrons, porters, and supervisors. RBOC shall be responsible for all maintenance costs incurred outside the Stadium fence, except that Lessee shall be responsible for cost of maintenance performed by RBOC in areas designated by advance agreement between RBOC and Lessee as University controlled on game day (e.g., the Food Zone in Area H, and the Chancellor's Tent, as shown on Exhibit D). RBOC shall pay for all maintenance costs in all RBOC Designated Press Box Areas (as defined in Paragraph 17.a) and other areas allocated to RBOC's sole use (as shown on Exhibit C), while Lessee shall pay for all maintenance staffing costs in Lessee Designated Press Box Areas (as defined in Paragraph 17.a). Maintenance staffing of common areas, including lobbies, elevators, stairwells, storage areas, and utility areas shall also be paid for solely by Lessee; however, the level of staffing in those common areas will be subject to the mutual written agreement of the parties. All maintenance staffing personnel inside the Stadium fence for whom Lessee will bear cost responsibility shall be selected and furnished by RBOC to Lessee at a reasonable cost.

b. **Clean up and Rubbish Removal.** RBOC will arrange for post-Game cleanup and rubbish removal after each of the Games inside and outside the Stadium fence. The cost of all such cleanup and rubbish removal shall be divided equally between RBOC and Lessee.

8. SECURITY, SAFETY, TRAFFIC MANAGEMENT, AND PARKING CONTROL COSTS.

a. **Joint Planning.** RBOC and Lessee will jointly participate in the planning of security, safety, traffic management, use of shuttle services (reference Paragraph 28 of this Agreement) and parking control (including for staff parking) for each Game.

b. **Outside Stadium Fence.** RBOC will, at RBOC's cost, furnish and to be responsible for all security, safety, traffic management and parking control personnel outside the Stadium fence. All such personnel shall be either RBOC or City employees or subcontractors; staffing provided shall be in accordance with a written plan approved in advance by Lessee, such approval not to be unreasonably withheld.

c. **Inside Stadium Fence.** RBOC, at Lessee's cost, will furnish or cause to be furnished, a reasonable number of police officers, paramedics, firefighters, and related equipment located inside the Stadium fence. Such police officers furnished may be members of the University of California Police Department. Lessee will furnish, pay for and to be responsible for all private security personnel inside the Stadium fence.

9. PAYMENT OF ACTUAL COSTS. Lessee's payment for services rendered by RBOC in accordance with the terms and conditions of this Agreement shall be for the actual cost of such services, and Lessee shall not be levied a surcharge to recover indirect RBOC or City administrative expenses for such services, except that Lessee will pay the standard burden rate assessed by RBOC or City, which shall include employee benefits and direct personnel costs.

10. GAME MANAGEMENT STAFF. Lessee will at its cost, furnish all gatepersons, fence guards, ticket sellers, ticket takers, program sellers, student affairs' personnel, ushers,

messengers, persons managing spectators or the accommodations of spectators, and leaders or supervisors of any such persons. Such persons shall be the agents or employees of Lessee exclusively.

11. UCLA EVENT MANAGER. Lessee shall designate, in writing, a UCLA Event Manager to be responsible for administering and monitoring this Agreement on behalf of Lessee on Game days.

12. FINANCING; COOPERATION AND DISTRIBUTION OF SURPLUS REVENUE.

a. **Financing of Renovations.** The parties contemplate that the Renovations will be funded by (i) net proceeds received by City from the sale of bonds in form and amount acceptable to City ("Bonds"), and (ii) other funding sources to be developed by the City (the "Additional Funding"). Notwithstanding any other provision of this Agreement, if the Bonds have not been sold on or before December 31, 2010, the parties will meet and confer in good faith regarding the potential for alternatives for implementing improvements to the Stadium. If the parties do not mutually agree upon any such alternatives, and enter into a written modification of this Agreement on or before February 15, 2011, this Agreement shall terminate and be of no force and effect as of February 15, 2011, in which event the Original Agreement shall automatically be reinstated without the need for further action by the parties and shall continue in full force and effect as if this Agreement had never been executed by the parties hereto. Provided, however, if the Bonds have not been sold on or before December 31, 2010, and if a future contract entered into by the Conference on behalf of its members materially changes the methodology for calculating revenues received by Lessee related to the televising or other distribution of moving images of Games, the parties shall meet and confer in good faith regarding appropriate modifications to Paragraph 4.b of the Original Agreement. Notwithstanding that such reinstatement of the Original Agreement shall not require any further action by the parties, upon the request of RBOC or Lessee, the parties promptly shall execute and deliver such documents as may reasonably be requested by the other parties to evidence such reinstatement.

b. **Cooperation.**

i. The Parties acknowledge that the Aggregate Net Revenue from Renovations (as defined below) needs to be sufficient to pay annual debt service for the Renovations, including without limitation all principal and interest on the Bonds and Additional Funding and all costs and expenses incurred in connection with issuance and servicing of the Bonds and obtaining the Additional Funding and any refinancing of any of the foregoing (collectively, "Debt Service"). The parties further acknowledge that cooperation is important to the overall success of the Project. Lessee and RBOC shall cooperate in order to achieve the mutual objective of providing the public, in person or through the media, with well managed and well presented events and in publicizing and promoting the sales of Premium Seating and Lounge Memberships, Lessee shall make best efforts to include information provided by RBOC or its sales and marketing agents regarding the Premium Seating and Lounge Memberships in all collateral materials developed for annual football ticket sales and reasonable efforts with respect to other

collateral materials distributed, as appropriate, to season ticket holders and donors for other sports. Lessee shall provide complimentary advertising space (as determined by Lessee to be reasonable) in publications, printed or electronic, controlled by Lessee. RBOC and its sales and marketing agents shall have the right to market on the official UCLA Athletic department website subject to UCLA's approval of the content and placement of such marketing, which shall not be unreasonably withheld.

ii. The parties acknowledge that RBOC intends to retain a third party to market the Premium Seating. The parties will meet with and cooperate with the third party agent in developing marketing strategy (including the timing of marketing such products), pricing, and policies (including sublicensing rights, food and beverage, etc.). The parties acknowledge that the Premium Seating policies must conform to tax guidelines to be determined by RBOC's bond counsel, including the limitations set forth in Paragraph 17.f and 21.i.

iii. All use by RBOC or the City of UCLA marks and logos are subject to prior approval by UCLA and the content of all materials, including the likeness of student athletes and coaches must be in compliance with applicable NCAA regulations. Should any party seek to name or offer the rights to name any Premium Seating or Lounge area or any other element of the Rose Bowl Legacy Campaign, the other party shall have a right of approval, which approval shall not be unreasonably withheld, delayed or conditioned. Lessee shall designate an appropriate official who has the authority to approve or deny a request by RBOC under this Paragraph. For the purpose of determining the reasonableness of Lessee's approval or disapproval in such cases, the parties recognize that the Rose Bowl serves as Lessee's long term home football venue. Consequentially, in exercising discretion with reference to the appropriateness of granting legacy rights with respect to any such installation, taking into account the nature and location of the installation, no legacy rights regarding donor recognition and sponsor advertising rights shall result in the grant of such rights with respect to an area inside or outside the Stadium in a manner that is incompatible with collegiate athletics in general, or with UCLA's history, legacy and role in competitive sports. Certain sections of the stadium, defined as the Southeast and Southwest locker rooms, Southeast Field Level Lounge and Southwest Field Level Lounge (if and when constructed), training rooms, press room and (home and visitor) coaches' locker rooms, shall not be named in any manner that has direct or apparent association with any collegiate athletic program other than Lessee's. And further in the context of sustaining the home field character of the facility for Lessee, no legacy rights or other form of iconography which represents any collegiate athletic program other than that of Lessee, whether as part of the Legacy program or not, shall be displayed at any point of entry or exit, including specifically gates and tunnels, or in the concourse, or in the bowl itself, on any day on which Lessee is either practicing or playing a regular season game without the specific prior written approval of Lessee. Lessee agrees that Stadium is not only its home field, but also the historic location for the annual Rose Bowl Game and therefore Lessee will provide reasonable approval to iconography or other references to teams or individuals that participated in previous Rose Bowl Games and/or make up the Big 10 and Pac 10 conferences to be displayed in the stadium ("Historical Displays"), including, tunnels, concourse, Hall of Fame, and museum, but only to the extent that any such

Historical Displays do not detract from the status of the Rose Bowl Stadium as Lessee's home field. In the event that RBOC proposes to accord legacy rights attaching to any tunnel, gate or other major physical element of the Rose Bowl Stadium to any single university other than Lessee, then RBOC shall prepare and submit for Lessee approval a written proposal, prior to RBOC or City, or the agents of either, commencing negotiations for such legacy rights. Lessee shall not grant or withhold its approval of any legacy rights in an invidiously discriminatory manner or otherwise in a manner contrary to law. In the event that a court of competent jurisdiction determines that any grant or withholding of approval, or other exercise by the parties of their rights under this Paragraph 12.b.iii, is contrary to law, RBOC shall be permitted to comply with such courts determination, and the parties acknowledge that such compliance shall not be deemed a default by RBOC under this Agreement.

iv. RBOC and its sales and marketing agents shall cooperate with Lessee in developing a strategy to approach Lessee's donors and customers. RBOC or its sales and marketing agents, on the one hand, and senior administration officials in the UCLA athletic department, on the other hand, shall meet regularly to cooperatively develop approaches for the selling of Premium Seating. The parties shall also cooperate in the design and execution of an effective media and public relations strategy regarding the Project.

v. In marketing suites to Lessee's existing suite holders, defined as suite holders during the 2010 season, RBOC will provide an option which packages the UCLA regular season home Games with the Rose Bowl Game. It is contemplated that such packages shall be priced in a manner that recognizes the new suite costs for such events but discounted when bought as a single package in a manner consistent with current marketing practices. During the period before Substantial Completion such suites shall be sold in a manner consistent with practice current as of the Effective Date. Subject to compliance with Paragraph 17.f. below, suite holders as of the Effective Date shall retain the right to sublicense the right to occupy the suite at the Rose Bowl game at their discretion and independently, or at their option through such sales mechanisms as may be made available by the RBOC.

c. **Distribution of Surplus Revenue.** Commencing with the Contract Year in which Substantial Completion occurs, and for each subsequent Contract Year during the Term, if the Aggregate Net Revenue from Renovations applicable to such Contract Year actually collected and retained by RBOC exceeds the aggregate of all Debt Service and other Incremental Expenses (as defined below) applicable to such Contract Year, RBOC shall distribute such surplus Aggregate Net Revenue from Renovations ("Surplus Revenue") on or before July 1 of the following Contract Year as follows:

i. 50% to the City for a Stadium Capital Repair, Replacement and Improvement Reserve, which shall be used in part to fund Secondary Renovations, and/or for a Financing Reserve or to fund RBOC operating shortfalls related to operations in connection with the Rose Bowl;

ii. 25% to Lessee; and

iii. 25% to TRA.

d. **Annual Accounting.** On or before October 1 of each Contract Year, RBOC shall furnish to Lessee a final statement showing in reasonable detail the Aggregate Net Revenue from Renovations, the Debt Service and the Incremental Expenses for the previous Contract Year and the parties shall, within thirty (30) days thereafter, make payment as necessary to adjust the amount of Surplus Revenue distributed on or before July 1 of such Contract Year, if any, to the actual amount of Surplus Revenue required to be distributed pursuant to this Paragraph, if any, as shown by the final statement submitted to Lessee by RBOC.

e. **Definitions.** As used in this Paragraph 12, the following terms shall have the following meanings:

i. "Aggregate Net RBOC Revenue" means, for each Contract Year, the sum of Net Revenue for such Contract Year actually collected and retained by RBOC from the following sources:

- (1) the sale and leasing of Luxury Suites (as defined below);
- (2) the sale and leasing of Loge Boxes (as defined below),
- (3) the sale and leasing of Club Seats (as defined below);
- (4) the sale and leasing of Lounge Memberships (as defined below);
- (5) advertising/sponsorship opportunities authorized under this Agreement, including, without limitation, as set forth in Paragraphs 24 and 25, and under the TRA Agreement;
- (6) the new Capital Maintenance User Fee imposed on tickets for all events held at the Stadium other than UCLA Games, NFL Games, and the BCS Championship Game (or equivalent);
- (7) the new supplemental parking user-fee imposed and collected on parking at UCLA Games;
- (8) the new supplemental parking user-fee imposed and collected on parking spaces allocated to and controlled by RBOC at TRA events;
- (9) the sale or distribution of food and beverages (including both alcoholic and non-alcoholic beverages);
- (10) meetings, banquets, other events and miscellaneous activities at the Stadium; and

(11) any additional categories of rent or consideration paid by Lessee, TRA, the Flea Market, the Turkey Tussle, Fourth of July events, and other existing multi-year or repeat tenants as of the Effective Date in connection with the use of the Stadium, that such party is not required to pay or provide under the terms of the Original Agreement or under the applicable agreement between City and such party in effect prior to the Effective Date.

ii. "Aggregate Net Revenue from Renovations" means, for each Contract Year, the Aggregate Net RBOC Revenue for such Contract Year, less the Baseline Revenue and the Incremental Expenses for such Contract Year. Aggregate Net Revenue from Renovations shall not include Excluded Items.

iii. "Baseline Revenue" means the amount of Net Revenue that the parties have agreed to deduct from Aggregate Net RBOC Revenue to determine Aggregate Net Revenue from Renovations, which amount shall be \$4,100,000 for the first Contract Year following Substantial Completion, and shall increase by 3.0% for each subsequent Contract Year on a cumulative basis.

iv. "Excluded Items" means the following:

(1) all categories of rent, license fees, admissions taxes, and other payments made by Lessee and other existing multi-year or repeat tenants (including without limitation TRA, the Flea Market, Fourth of July events, and the Turkey Tussle) historically collected by RBOC prior to the Effective Date.

(2) all revenues generated, received and retained through RBOC's philanthropic or donor efforts (including without limitation the "Rose Bowl Legacy" campaign) or other offering of legacy opportunities as contemplated by Paragraph 21.h.

(3) all revenues generated by the Brookside Golf Course and related facilities and services.

(4) all revenues generated by the BCS National Championship Game (or equivalent) and any NFL Game, which revenue shall be dedicated by RBOC to capital repair, replacement or improvement of the Stadium, including Project related expenses that exceed proceeds from the Bonds and Additional Funding, and Debt Service to the extent Aggregate Net Revenue from Renovations is not sufficient to pay Debt Service during a Contract Year.

(5) all categories of miscellaneous consideration historically charged prior to the Effective Date and described on Exhibit I.

(6) all categories of revenue contemplated as sources of funds for the Renovations, as described on Exhibit P.

v. "Incremental Expenses" means the actual incremental operating expenses incurred by RBOC resulting from the Renovation. The parties estimate that the Incremental Expenses will be \$500,000 in the first Contract Year following Substantial Completion, and will increase by an amount equal to the increase in the consumer price index for the Los Angeles Region as published for each year by the Bureau of Labor Statistics, or as set forth in a similar index for the Los Angeles Region in the event such index is not available, for each subsequent Contract Year on a cumulative basis. In the event that incremental expenses incurred by RBOC resulting from the Renovation exceed \$500,000 (adjusted as applicable to account for annual CPI escalation), the parties shall mutually agree on the expense amount that reasonably resulted from the Renovation. RBOC shall provide Lessee with a detailed accounting of all Incremental Expenses for each Contract year by July 31 of the subsequent Contract year.

vi. "Net Revenue" shall have the meaning set forth on Exhibit F.

13. UTILITIES.

a. **Water, Gas and Electricity.** RBOC will not charge Lessee for utilities, including water, gas and electricity, directly related to the conduct and broadcast of the Games or Practices.

b. **Telephones.** Lessee will pay for all reasonable telephone costs directly related to the Games, including but not limited to adaptation of the Stadium's house communication telephone system, charges for private telephone lines, costs of telephone service for the press and media, and costs of disconnections and connections of service for the press and media.

14. ACCOUNTING.

a. **Detailed Statements.** Within sixty (60) days after each Home Game, RBOC and Lessee will furnish to each other a detailed statement of the total paid admissions, total unpaid admissions, and complimentary tickets, the gross receipts from such admissions, the number and amount of surcharges collected, the total maintenance expenses (including, without limitation, costs of rubbish removal and, for any Games on or after December 10 of any Contract Year, repair of turf) and event day staffing costs, and the gross receipts and commissions from concessions for each of Lessee's events at the Rose Bowl. Such statement shall, as appropriate, be accompanied by a billing invoice setting forth all amounts payable to the party submitting the invoice. Unless adequate supporting data to confirm that costs were actually and appropriately incurred are supplied in support of a billing by a party, the party presented with the billing shall be under no obligation to make payment thereon until such data are provided.

Lessee will pay RBOC 100% of the costs and expenses RBOC is due under this Agreement that are supported by adequate data for each Game, within 30 days of receipt of each Game's invoice, except for the final Home Game of each Contract Year, in which case such costs and expenses shall be a part of the final invoice for the Contract Year. If the RBOC wishes to make adjustments to the costs and expenses for any Home Game after payment of the original invoice, RBOC shall document the adjustments on the final invoice for the Contract Year. Upon receipt

of the final invoice for each Contract year, which shall include the costs and expenses for the final Home Game of the season, Lessee will analyze combined invoices from RBOC for the whole season. Any discrepancies in the combined invoices identified by Lessee will be forwarded in writing to the RBOC and RBOC will make appropriate adjustments, in the form of a credit applied to a revised invoice for the final Game of the Contract Year. If RBOC discovers any discrepancies in the combined invoices, RBOC may forward any corrections or adjustment to season expenses prior to forwarding the invoice for the final Game of the Contract Year.

Lessee shall pay such costs and expenses as are supported by adequate supporting data on the final invoice of each Contract Year no later than June 1, of the following Contract Year. Following payment of the final invoice for each Contract Year, RBOC shall provide a statement of invoices (single Game invoices and any other invoices sent by the RBOC relative to expenses incurred as a result of Home Games at the Stadium). Once acknowledgment is made by Lessee that the balance of the statement is accepted as correct for the Contract Year, there shall be no further adjustments or invoices for the Contract Year in question, except as may be made pursuant to any subsequent audit findings, as authorized herein.

b. **Inspection of Records.** Each party may, upon fifteen (15) days' advance written notice setting forth (i) a time of inspection (which shall be during normal business hours) and (ii) the records to be inspected, have access to and the right to audit and reproduce any of the other's records relating to the generation of gross receipts, net revenues, Surplus Revenue and/or commissions from any activity related to this Agreement, and, to the extent either party deems reasonably necessary, to ensure the other party's compliance with this Agreement.

c. **Preservation of Records.** RBOC and Lessee will maintain and preserve all such records for a period of at least five (5) years after the date of the applicable activity and will make such records available to the other within the County of Los Angeles, State of California, or at a mutually agreed upon location.

15. **RESTRICTED ACTIVITIES.** Lessee will not permit before, during or after any Game the following activities; provided, however, the General Manager (on behalf of RBOC) may consent, in writing, to any of these activities in his/her sole discretion:

a. **Motor Vehicles, Animals.** The driving of any motor or other vehicle or draft or driving animal in or through the Stadium except through the entrance tunnel. RBOC will allow Lessee access to the west side of the student section, south end zone for the USC Trojan horse mascot via the end zone tunnel.

b. **Flying Objects.** In accordance with RBOC flyover policy, the flying over the Rose Bowl of any airplane, captive balloon, hang glider, or parachute, except for toy balloons used as part of a game-related display program.

c. **Fireworks.** Fireworks displays shall be allowed for any Home Game (but only prior to the Game, at half-time, or following the Game but concluding no later than 10 p.m.), so long as Lessee notifies the General Manager in writing not less than forty-five (45) days in advance of any Game where fireworks will be used. Lessee will assume all reasonable costs related to any fireworks display, including without limitation, the reasonable costs of

RBOC's notifying residents of the Arroyo Seco area of this type of activity through the printing and mailing of notices.

d. **Hazardous Activities.** Any activity of a hazardous nature or injurious to public safety or welfare.

16. **RESTRICTED AREAS.** Lessee acknowledges that the following areas in the Stadium are for the reasonable, although not exclusive, use of RBOC during Lessee's events: Rose Bowl Command Post; Police Headquarters; First Aid Hospital; Administrative Offices; Maintenance and Operations Office; Equipment and Supply Room; Concession Offices and Warehouse. RBOC grants Lessee access to the above areas on a reasonable, as required, basis. The Lessee Designated Press Box Areas and other areas of the Stadium described in Exhibit G-1, attached and incorporated by this reference, will be available for the exclusive use of Lessee prior to Partial Completion of the applicable portion of the Stadium, and the Lessee Designated Press Box Areas and other areas of the Stadium described in Exhibit G-2, attached and incorporated by this reference, will be available for the exclusive use of Lessee following Partial Completion of the applicable portion of the Stadium, except where Lessee gives its express written consent for RBOC use or in an emergency affecting life or property; provided, however, that RBOC and its agents, employees and contractors shall have the right to access the Lessee Designated Press Box Areas as reasonably necessary to provide services contemplated by this Agreement, including without limitation food and beverage service.

17. **PRESS BOX AND PREMIUM SEATING.** As part of the Renovations, it is contemplated that the following categories of premium seating (collectively, "Premium Seating") will be added to the press box at the Stadium (the "Press Box"): loge boxes with access to a private lounge (each, a "Loge Box", and collectively, the "Loge Boxes"), club seats with access to a private lounge, depending on the location of the seat (each, a "Club Seat", and collectively, the "Club Seats") and luxury suites (each, a "Luxury Suite", and collectively, the "Luxury Suites"), all as generally depicted on Exhibit C-2 attached hereto and incorporated herein. The respective rights of RBOC and Lessee with respect to access to and use of the Press Box and Premium Seating and revenue derived therefrom during the periods prior to and following Partial Completion of the various elements of the Renovations to the Press Box shall be as set forth in this Paragraph.

a. **Allocation of Space.**

i. Prior to Partial Completion of the applicable portion of the Press Box, during the period beginning 24 hours prior to Home Games and Practices and ending 3 hours following such Games and Practices, Lessee shall have exclusive and unrestricted access to and use of the areas within the Press Box shown and described on Exhibit C-1 as Lessee's area (the "Lessee Designated Press Box Areas") at no cost to Lessee; provided, however, access prior to the Turkey Tussle shall be governed by Paragraph 36 herein. RBOC reserves all other rights with respect to the Press Box, including without limitation the right to exclusive and unrestricted access to and use of the areas within the Press Box shown and described on Exhibit C-1 as RBOC's areas (the "RBOC Designated Press Box Areas"). In the event that, prior to Substantial Completion of the Renovations, portions of the Lessee Designated Press Box Areas are unavailable

for use by Lessee (whether because of the construction of the Renovations, or otherwise), RBOC shall provide to Lessee, at no cost to Lessee, alternative space in the Press Box that is reasonably comparable to the portions of the Lessee Designated Press Box Areas that are unavailable for Lessee use.

ii. Following Substantial Completion (or, during the performance of the Renovations, following the Partial Completion of the applicable portion of the Press Box), during the period beginning 24 hours prior to Home Games and Practices and ending 3 hours following such Games and Practices, subject to Subparagraph c.iii below, Lessee shall have, at no cost to Lessee, exclusive and unrestricted access to and use of, and the term "Lessee Designated Press Box Areas" shall be deemed to refer to, the Premium Seating and other areas within the Press Box shown and described on Exhibit C-2 as Lessee's area (except that access prior to the Turkey Tussle shall be governed by Paragraph 36 herein). Should the process of construction in the Press Box prevent Lessee from accessing any of the Lessee Designated Press Box Areas, RBOC shall, only during the period of restricted access, provide Lessee with access to comparable suites and media areas in RBOC Designated Press Box Areas without cost to Lessee. Lessee Designated Press Box Areas shall be comprised of five suites, one each to be used by the Chancellor, the Athletic Director, Athletic Department External Affairs, the Visiting Athletic Director, and the UCLA Head Football Coach. If a Conference championship Game is held at the Stadium as contemplated by Paragraph 2.c., above, Lessee shall have exclusive and unrestricted access to and use of the Lessee Designated Press Box Areas at no charge to Lessee, to the extent such areas are within the area to which Lessee is entitled pursuant to Paragraph 2.c. If UCLA is not a member of any conference, and a Game is held at the Stadium during the Lessee Primary Use Period and UCLA is a participant in the Game, but the Game is not a previously scheduled regular season Home Game (e.g., if UCLA schedules the game during the course of a season with another university that is not a member of a conference), such Game shall be considered a Home Game under this Agreement, and Lessee shall have exclusive and unrestricted access to and use of the Lessee Designated Press Box Areas at no charge to Lessee. RBOC reserves all other rights with respect to the Premium Seating and other areas in the Press Box, which shall be referred to as the "RBOC Designated Press Box Areas".

b. **Accessible Seating, Security and Operations.** Prior to Substantial Completion, disabled guests or patrons (other than members of the media) who are invited to sit as spectators on level 2 of the Press Box (the designated media level) by Lessee shall be given top priority for use of accessible seating in the center portion of level 2, and Lessee will use its best efforts to allow such disabled persons to be seated with their party or group. Disabled media persons, including camerapersons with appropriate media credentials, shall also be accommodated in the center portion of level 2.

Prior to Substantial Completion, Lessee the roof level of the Press Box, containing a security and operations booth, shall be used primarily as an observation and command gallery for security personnel. Notwithstanding the foregoing, prior to Substantial Completion, Lessee shall have the right to have four camera positions and five operators located on the roof of the Press Box, as shown on the schematic drawing attached as Exhibit H-1, attached and incorporated herein by this reference. Following Substantial Completion, it is

contemplated that the camera positions will be located as shown on the schematic drawing attached as Exhibit H-2, attached and incorporated herein by this reference.

Accessible seating, security and operations areas and camera positions will be relocated as a result of the Renovations. Accordingly, this Subparagraph 17.b shall no longer apply, and Exhibit H-1 shall be deemed deleted, following Substantial Completion.

c. Revenue from Sale and Leasing.

i. Prior to Partial Completion of the applicable portion of the Press Box, Lessee will not sell the Press Box space allocated to Lessee for direct revenue purposes. During such period, Lessee reserves the right to continue its present practices of allowing the use of its assigned space in the Press Box for corporate, donor, and marketing purposes which may result in indirect income to Lessee. Individuals who are brought into the Press Box areas assigned to Lessee for UCLA's corporate, donor and marketing purposes will be included in the count of complimentary tickets Lessee is entitled to issue pursuant to Paragraph 5a.

ii. Prior to Substantial Completion, all revenue directly derived from the leasing by RBOC of seating in the RBOC Designated Press Box Areas (except ticket revenue and guest pass revenue) will accrue solely to RBOC. Ticket revenue for such portion of the Press Box shall accrue solely to Lessee; ticket prices will be \$75 for the 2010 Contract Year, \$80 for the 2011-12 Contract Years and \$85 for the 2013 Contract Year. RBOC shall pay Lessee twenty five dollars (\$25.00) for each guest pass issued by RBOC (said guest passes to be issued on a per Game basis). Press Box seat ticket revenue, and seat guest pass revenue are excluded from the definition of gross revenue pursuant to Paragraph 4a and therefore not subject to the gross receipts charge set forth in Paragraph 4a. Lessee shall invoice RBOC by December 31 of each Contract Year for said suite ticket revenue, and RBOC shall make payment by February 15 of the following Contract Year. The parties acknowledge and agree that, as of the Effective Date, there are 526 seats in the Press Box for which ticket revenue is retained by Lessee, and Lessee's expected revenue from the sale of tickets for such seats is \$250,000. In the event that, during the course of the Renovations, the number of such seats is reduced below 526 as a result of the Renovations, RBOC shall reimburse Lessee for the lost ticket revenue for the unavailable seats during the applicable Contract Year by paying to Lessee an amount equal to the difference between (1) \$250,000 and (2) the product of \$250,000 multiplied by fraction, the numerator of which is the average number of such seats actually available for each Home Game and the denominator of which is 526. For example, if the average number of such seats actually available for Home Games during a Contract Year as a result of the Renovations is 500, RBOC shall pay to Lessee an amount equal to \$12,357.41, calculated as $\$250,000 - (\$250,000 \times (500/526))$.

iii. Following Substantial Completion, RBOC shall determine pricing of all Premium Seating, shall manage the operations, marketing, sale and leasing of all Premium Seating, and shall be entitled to receive and retain all revenue derived from the sale and leasing of Premium Seating. Tickets to UCLA Games at the Stadium and passes to the Press Box shall be included in the sales price or lease payments for Premium

Seating, and shall be provided to RBOC at no charge. Lessee shall print and provide such tickets and passes to RBOC at no charge. The form of such tickets and passes shall be determined by Lessee. RBOC shall be entitled to retain two (2) Luxury Suites for UCLA Games at no charge.

d. **Cable Television.** RBOC will use its best efforts to provide cable television (or similar) service to monitors visible from all seating locations in the Press Box. Any such cable (or similar) service shall provide access to all television outlets providing live coverage of Home Games, including, but not limited to, sports entertainment channels operated by ESPN, TNT, Fox Sports Network, and TBS, but not including "pay-per view" broadcasts.

e. **Athletic Director Suite.** Prior to Partial Completion of the applicable portion of the Press Box, RBOC agrees to allocate at no cost to Lessee a separately and fully enclosed seating area (an "executive suite" as such term is used as of the date of execution of this Agreement), accommodating a minimum of twelve (12) persons, which shall be made available for each Home Game for the visiting Athletic Director. Following Partial Completion of the applicable portion of the Press Box, Lessee shall provide seating area for the visiting Athletic Director in the Lessee Designated Press Box Areas.

f. **Limitation on Use of Premium Seating.** Notwithstanding any other provision set forth herein, Lessee shall not convey, assign, sublicense or otherwise transfer Lessee's rights with respect to the Lessee Designated Press Box Areas, or otherwise permit any person other than Lessee and its employees and invitees to use the Lessee Designated Press Box Areas. In order to comply with tax laws and regulations applicable to the Project, Lessee shall not enter into any agreement with any such invitee with respect to use of the Lessee Designated Press Box Areas that would constitute a "Long Term Use Agreement." As used herein, a "Long Term Use Agreement" shall mean any agreement pursuant to which an invitee has the right to use the applicable area for more than 200 days during the term of such agreement. For this purpose the term of an agreement includes all renewal options or periods covered by a right of first refusal.

18. **RBOC'S ACCESS.** Lessee will, upon request by the RBOC General Manager, grant reasonable access to the Stadium to official representatives of RBOC and City at all times without an admission charge upon presentation of proper credentials issued by Lessee for that Game and with reasonable prior notice to Lessee. Such RBOC and City representatives shall not be counted as among the 5,000 persons admitted without charge pursuant to Paragraph 5.

19. **CONDITION OF ROSE BOWL.**

a. **Preparation for Use.** RBOC will, at RBOC's cost, appropriately prepare the Rose Bowl for the Games and Practices and for the admission of spectators, and to deliver possession of the Rose Bowl to Lessee in a clean, safe and sound condition, prepared for spectator use and cleared of all persons other than those entitled to be and remain in the Rose Bowl. RBOC and Lessee shall conduct a joint, on-site inspection of the Rose Bowl not later than forty-five (45) days prior to the first Home Game of each season. RBOC shall respond with reasonable promptness to all written or oral Lessee requests for information, assistance or action related to preparation of the Rose Bowl for use. During the five-day period prior to the date of a

scheduled Home Game or Spring or Fall Rose Bowl Practices (except for Sundays or State or Federal holidays), RBOC shall cause those RBOC and City employees responsible for Rose Bowl operations to be available at the Rose Bowl (during regular business hours) at no cost to Lessee, to consult with Lessee regarding issues affecting the Stadium.

b. **Condition of Good Repair.** RBOC will, at RBOC's cost, maintain the Stadium and Ancillary Use Areas in a state of good repair. Without limitation as to the foregoing obligation, RBOC will, at RBOC's cost, perform maintenance so as to ensure, at a minimum, the same level of functionality as provided prior to the Effective Date, and incorporated by this reference. RBOC will also maintain in good condition the shrubbery and trees in the Rose Bowl.

c. **Condition of Turf.** RBOC will, at RBOC's cost, appropriately repair and maintain the Stadium turf; provided, however, Lessee shall reimburse RBOC for any cost of replacing all Stadium turf and markings related to any Home Game played by Lessee on or after December 10 of any Contract Year. RBOC will use all reasonable steps necessary to ensure a first-class turf condition on the days scheduled for the Games. Without limitation, markings on turf for Lessee Games and practices shall be limited to those required for intercollegiate football.

d. **Field Manager.** RBOC shall designate, in writing, a RBOC employee, at RBOC's cost, to serve as a "field manager" during the period of Lessee's use of the Rose Bowl. Lessee agrees that the person designated as field manager shall have reasonable control over Lessee's use of the Stadium field, and turf, and that the field manager shall be entitled to stop any of Lessee's operations which the field manager may deem, at his/her sole discretion, to be detrimental or potentially detrimental to the condition of the Stadium field and turf. RBOC agrees that the authority of the field manager does not include any control over the playing of the Games, including pre-game and half-time warm-ups, and relates only to other half-time and pre and post game activities.

20. ROSE BOWL RENOVATION PROJECT.

a. **Renovations.**

i. Notwithstanding anything to the contrary contained in this Agreement, but subject to the satisfaction of certain conditions described in this Agreement, RBOC and Lessee contemplate that the material elements of the improvements generally described on Exhibit J-1 shall be made to the Stadium (the "Renovations"). RBOC shall have the right to select and retain the design consultants, architects and engineers ("Renovation Consultants") pursuant to agreements between RBOC and said Renovation Consultants ("Renovation Consultant Agreements") to prepare plans and engineering and construction drawings related to the construction and completion of the Renovations ("Renovation Plans"). RBOC shall insert into Renovation Consultant Agreements entered into after the date of this Agreement provisions (i) making Lessee a third party beneficiary of said Renovation Consultant Agreements with respect to the applicable insurance and indemnity provisions required herein, (ii) requiring Renovation Consultants to make Lessee an additional insured under all insurance policies required to be provided in said Renovation Consultant Agreements,

with insurance coverage substantially equal to that provided to RBOC under said Renovation Consultant Agreements, with such modifications as may be appropriate to take into account the different roles of RBOC and Lessee, and (iii) requiring Renovation Consultants to make Lessee an additional indemnitee under all said Renovation Consultant Agreements, with indemnification provisions substantially equal to those provided to RBOC under said Renovation Consultant Agreements, with such modifications as may be appropriate to take into account the different roles of RBOC and Lessee. Lessee shall have a reasonable opportunity to review such Renovation Consultant Agreements or the bid requirements for such Renovation Consultant Agreements for the purpose of ensuring RBOC has included the applicable provisions. In addition, Lessee shall have a reasonable opportunity to review the Renovation Plans prior to competitive bidding (or if there is no competitive bidding, prior to award) to Renovation Contractors, for the purpose of determining that the Renovation Plans substantially conform to the Renovations described on Exhibit J-1.

ii. RBOC shall complete the Renovations in a good and workmanlike manner, and pursuant to the terms and provisions of construction contracts ("Renovation Construction Contracts") to be entered into between RBOC (or its designated agents) and the parties selected by RBOC to construct the Renovations ("Renovation Contractors"). RBOC shall insert into the Renovation Construction Contracts provisions (i) making Lessee a third party beneficiary of said Renovation Construction Contracts with respect to the applicable insurance and indemnity provisions required herein, (ii) requiring Renovation Contractors to make Lessee an additional insured under all insurance policies required to be provided in said Renovation Construction Contracts, with insurance coverage substantially equal to that provided to RBOC under said Renovation Construction Contracts, with such modifications as may be appropriate to take into account the different roles of RBOC and Lessee, and (iii) requiring Renovation Contractors to make Lessee an additional indemnitee under all said Renovation Construction Contracts, with indemnification provisions substantially equal to those provided to RBOC under said Renovation Construction Contracts, with such modifications as may be appropriate to take into account the different roles of RBOC and Lessee. Lessee shall have a reasonable opportunity to review the Renovation Construction Contracts prior to competitive bidding (or if there is no competitive bidding, prior to award) to Renovation Contractors, for the purpose of ensuring RBOC has included the applicable provisions.

iii. The parties expect that the Renovations shall be paid for solely by City, with funds obtained from the Bonds and Additional Funding contemplated as part of the Project, or such other funds as the City deems appropriate for these purposes. To the extent additional funds are available as a result of such financing arrangements ("Excess Capital Funds"), RBOC may elect to cause the Renovation Plans and Renovation Construction Contracts to be modified to provide for certain of those improvements, the material elements of which are generally described on Exhibit J-2 ("Secondary Renovations"), to be made to the Stadium. RBOC shall determine which of the Secondary Renovations shall be constructed, based upon the order of priority set forth on Exhibit J-2 and the amount of Excess Capital Funds. The Secondary Renovations that RBOC elects to be made to the Stadium shall thereafter be deemed to be part of the

"Renovations" for all purposes under this Agreement. The Renovation Construction Contracts will provide that the Renovations (including any Secondary Renovations deemed part of the Renovations) will be constructed without material deviation from the applicable Renovation Plans. RBOC shall use its best efforts to enforce the terms of the Renovation Construction Contracts and cause the Renovations to be Substantially Completed in accordance with the schedule for construction set forth on Exhibit J-3 ("Renovation Schedule"). Lessee shall have a reasonable opportunity to review and comment on any proposed modifications to the Renovation Schedule prior to approval of a revised Renovation Schedule by RBOC, for the purpose of seeking to ensure that the schedule is adequate to enable Lessee to use the Stadium for the conduct of Home Games during the Primary Use Period as provided under this Agreement.

iv. "Substantial Completion" (and any derivations thereof), shall be deemed to have occurred upon the date the primary architect for the Renovations has reasonably determined and certified that the Renovations have been substantially completed such that the Renovations are usable for their intended purpose, respectively, and in compliance with all applicable laws, subject to certain punch list items. "Partial Completion" of a particular element of the Renovations shall be deemed to have occurred upon the date that work on such element has been completed such that such element is usable for its intended purpose and in compliance with all applicable laws.

b. **Staging Areas.** The areas described on Exhibit J-4 shall be available for the exclusive use by RBOC, its agents, the Renovation Contractors and each of their respective contractors, subcontractors and agents in connection with construction and completion of the Renovations for such period as may be reasonably necessary in connection therewith, and such use shall include without limitation, the storing of equipment, vehicles and construction materials in connection with Renovations and the Project ("Renovation Staging Areas"). RBOC shall have the right to control and limit access to the Renovation Staging Areas in connection with the construction and completion of the Renovations in such manner as RBOC shall determine in its sole discretion. Provided, however, RBOC shall exercise its best efforts to avoid unnecessary disruption to Lessee activities.

c. **Renovation Schedule.** Lessee acknowledges and agrees that the construction and completion of the Renovations may be subject to delay for events beyond the reasonable control of RBOC, and that RBOC does not guarantee the completion, Substantial Completion or Partial Completion of the Renovations in accordance with the Renovation Schedule. However, RBOC will act with reasonable diligence in taking all actions associated with the Renovation Project, and will use best efforts to enforce its rights under the Renovations Consultant Agreements and under the Renovations Construction Contracts, so as to cause the Renovations to be completed in accordance with the Renovation Schedule. The parties further acknowledge that any failure by RBOC to comply with its obligations under this Paragraph 20 that would result in the inability of UCLA to play any of its Home Games in accordance with its schedule would cause Lessee harm for which monetary damages would be inadequate, and that Lessee should be made whole for Lessee's actual losses related to delays or disruption relating in any manner to the Renovations, to the extent not caused by Lessee. Accordingly, subject to Paragraph 33 (but recognizing that delays attributable to Renovation Consultants and/or Renovation Contractors shall not be considered excusable delays under Paragraph 33, except to

the extent that such delays are attributable to Renovation Related Force Majeure Events, as defined below), RBOC shall indemnify Lessee against any actual losses sustained by Lessee as a result of loss of seats in the Stadium (not including the loss of seats to be permanently removed as a result of the Renovations) or loss of use of the entire Stadium for use for Home Games as a result of the Renovations, to the extent not caused by Lessee, less the amount of any benefit received by Lessee as a result of any alternate arrangements (including without limitation, any cost savings or net revenue received by Lessee as a result of playing in an alternate venue). Lessee's actual losses shall include without limitation (a) in the case of the loss of seats, (i) payment of face value of seats that cannot be sold by Lessee because they have been rendered unusable as a result of the Renovations, to the extent comparable alternate seating is not available, and (ii) reimbursement for other lost net revenues (e.g., loss of concessions revenue, loss of advertising revenues) due to reduced attendance as a result of the loss of seats that have been rendered unusable as a result of the Renovations, and (b) in the case of loss of the entire Stadium for a Home Game or Home Games, (i) payment for all actual out-of-pocket costs incurred by Lessee in connection with playing in an alternate venue and (ii) payment of net revenue that Lessee would have received if such Game would have been held in the Stadium. Lessee shall use its reasonable efforts to mitigate its losses in connection with any disruption related to the Renovations. If Lessee cannot use the Stadium for a Home Game as a result of the Renovations, the parties shall cooperate with each other in connection with arranging for an alternate venue, including without limitation in connection with arranging for and negotiating with game day service providers and vendors.

Lessee further acknowledges that RBOC shall have the right to make changes to the Renovation Plans (and thereby the Renovations) that it determines in its reasonable discretion are beneficial to the Project, including without limitation, changes resulting from the unavailability of certain materials at such prices as are currently contemplated and changes to achieve cost savings during the bidding process and thereafter; provided, that such changes do not materially deviate from the Renovations as generally described on Exhibit J-1 and to the extent applicable, Exhibit J-2 or the Renovation Schedule set forth in Exhibit J-3. Notwithstanding that any Renovations Plans may be reviewed by RBOC, or its agents, consultants, architects and engineers, RBOC shall have no liability in connection therewith and shall not be directly responsible for any omissions or errors contained in the Renovation Plans (provided however, the foregoing shall not derogate from the obligations of RBOC and City pursuant to Paragraph 40 herein). Nothing herein shall act to waive the liability of any other person or entity for defects in design or construction. Further, notwithstanding any reviews or approvals (if any) undertaken by Lessee or its agents related to the Renovation Project, including without limitation the Renovation Plans, the Renovation Consultant Agreements and the Renovation Construction Contracts, Lessee shall have no liability or responsibility whatsoever related thereto, including without limitation responsibility or liability for errors or omissions in the Renovation Plans, or for defects in the Renovations. As contemplated above, RBOC shall have caused to be in place an adequate course of construction insurance policy or policies naming RBOC, Lessee, and such other parties as RBOC shall approve as additional insureds under the contractor's general liability, business automobile, and property damage policies.

As used in this paragraph, "Renovation Related Force Majeure Events" shall mean the following events, which materially and adversely affect the applicable Renovation Consultant's or Renovation Contractor's obligations under the applicable Renovation Consultant Agreement

or Renovation Construction Contract: earthquakes; acts of god, epidemic, blockade, embargoes, rebellion, war, terrorism, national emergency, riot, act of sabotage, or civil commotion; industry-wide labor strike which has a material adverse impact on the work that is subject of the applicable Renovation Consultant Agreement or Renovation Construction Contract; discovery of any archaeological, paleontological or cultural resources; spill of hazardous substances by a third party at or near the Project site which is required to be reported to the California Environmental Protection Agency, Department of Toxic Substances Control; discovery at, near, or on the site of any species listed as "threatened" or "endangered" under the Federal or State Endangered Species Act; or unusually severe weather conditions (subject to the allowance for rain days).

d. **Construction.** Lessee acknowledges that portions of the Stadium and Parking Lots may be under construction or used as Renovation Staging Areas during the Project, and that such construction and staging for the construction could result in levels of noise, dust, odor, obstruction of access, etc., which are in excess of that present at the Stadium or Parking Lots during those periods when no construction is occurring thereon. Provided RBOC complies with the terms of this Agreement relating to the Renovation Project, including without limitation terms relating to the scope of the Renovation Project and physical location of construction and construction staging areas, and subject to RBOC's obligations under subparagraph c above to pay Lessee for certain impacts related to the Renovations, Lessee hereby waives any claims for rent abatement, rent offsets or claims of constructive eviction which may arise in connection with the construction and staging for the construction of the Renovations, and hereby agrees that the Renovations and the construction staging in connection therewith shall in no way constitute a constructive eviction of Lessee nor entitle Lessee to any abatement of any payment owing by Lessee under this Agreement, nor provide Lessee with any right to terminate this Agreement.

e. **Access.** If during Lessee's Primary Use Period any excavation or construction related to the Renovation Project is made adjacent to, upon or within the Stadium or the Parking Lots, or any part thereof, and provided RBOC complies with the terms of this Agreement relating to the Renovation Project as it relates to the scope of the Renovation Project and physical location of construction and construction staging areas, and provided that RBOC and City use their best efforts to mitigate any impacts on Lessee's rights under this Agreement during the Primary Use Period, Lessee shall afford to any and all persons causing or authorized to cause such excavation or construction license to enter upon any portion of the Stadium and the Parking Lots at any time for the purpose of doing such work as such persons shall deem necessary without any claim for damages or indemnity or abatement of any payment owing by Lessee under this Agreement, or of a constructive or actual eviction of Lessee or of a right to terminate this Agreement. Provided, however, under no circumstances will any excavation or other construction work be performed in the Stadium during a Game day. Except as reasonably necessary to protect life or property, Lessee shall not interfere with the conduct of any such work, and shall enforce any rules and regulations adopted or required by RBOC or City during the Project.

f. **Other modifications to Stadium.** Lessee shall not excavate, add to, improve, or alter the Stadium without the prior written consent of RBOC. Following the completion of the Renovations, RBOC shall not undertake any structural changes or major alterations to the Stadium during the term of this Agreement that would affect Lessee's ability to use the Stadium for Home Games as contemplated by the Renovations without the prior written

consent of Lessee, not to be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Lessee's prior consent shall not be required with respect to any modifications required in order to comply with applicable law or as reasonably necessary to protect life or property.

21. LOUNGE MEMBERSHIPS AND LOCKER ROOMS.

a. **Lounges.** As part of the Renovations, it is contemplated that the following lounges (collectively, "Lounges") designed to be used by persons who have paid for membership in the Lounges may be constructed: a Lounge on the "Horizon Level" of the Stadium (the "Horizon Level Lounge"), a Lounge in the southwest portion of the "Field Level" of the Stadium (the "Southwest Field Level Lounge"), a Lounge in the northwest portion of the Field Level of the Stadium (the "Northwest Field Level Lounge"), a Lounge in the northeast portion of the Field Level of the Stadium (the "Northeast Field Level Lounge"), and a Lounge in the southeast portion of the Field Level of the Stadium (the "Southeast Field Level Lounge"), all as generally depicted on Exhibit N attached hereto and incorporated herein. The respective rights of RBOC and Lessee with respect to the sale and marketing of membership in the Lounges ("Lounge Memberships") and revenue derived therefrom shall be as set forth in this Paragraph.

b. **Sales and Marketing of Lounge Memberships – General.** Lessee, in cooperation with the RBOC or its agent, shall have the sole right to market and sell, and shall use commercially reasonable efforts to market and sell the Lounge Memberships in the Horizon Level Lounge, the Southwest Field Level Lounge, the Northwest Field Level Lounge, and the Northeast Field Level Lounge, if and when constructed, for all Home Games. Pricing will be mutually agreed upon between Lessee and the RBOC for UCLA Games. Without limitation, the obligation to use "commercially reasonable efforts" shall not require Lessee to retain the services of a third party to assist with sales. The RBOC, or its agent, in cooperation with Lessee, shall have the sole right to market and sell, and shall use commercially reasonable efforts to market and sell the Lounge Memberships in the Horizon Level Lounge, the Southwest Field Level Lounge, the Northwest Field Level Lounge, and the Northeast Field Level Lounge for all other events ("Non-UCLA Events"). Pricing will be determined by the RBOC, or its agent, for Non-UCLA Events. Without limitation, the obligation to use "commercially reasonable efforts" shall not require RBOC to retain the services of a third party to assist with sales.

c. **Revenue from Home Games – General.** The Net Revenue from the sale and lease of all Lounge Memberships in the Horizon Level Lounge, the Southwest Field Level Lounge, the Northwest Field Level Lounge, and the Northeast Field Level Lounge for Home Games shall be split evenly between the RBOC and Lessee, subject to the terms of this Subparagraph c. Lessee's share of such Net Revenue shall be allocated as follows:

i. Prior to Substantial Completion, if Partial Completion of the Horizon Level Lounge is achieved, Lessee and RBOC shall split evenly the Net Revenue from Horizon Level Lounge operations; provided that any Net Revenue received by Lessee from such operations shall offset any amount owed by RBOC under Paragraph 17.c.ii if the number of seats available for sale in the Press Box is reduced during the course of the Renovations;

ii. Lessee shall be entitled to retain the first \$250,000 received by Lessee during the first Contract Year following Substantial Completion, which amount shall increase by 3.0% for each subsequent Contract Year on a cumulative basis; and

iii. If Aggregate Net Revenue from Renovations is not sufficient to pay Debt Service, Lessee shall pay to RBOC within thirty (30) days of receipt by Lessee (or, if otherwise received by RBOC, RBOC shall be entitled to retain) any portion of such Net Revenue in excess of the portion Lessee is entitled to retain pursuant to Subparagraph ii, above (but only to the extent required to pay Debt Service), and such funds shall be used for payment of Debt Service, subject to this Subparagraph c.

During any Contract Year in which Surplus Revenue is available for distribution pursuant to the terms of Paragraph 12, such Surplus Revenue will be used first to repay Lessee for any Net Revenue from the sale or leasing of Lounge Memberships paid to or retained by RBOC pursuant to this Subparagraph c (the "Transferred Revenue"). Transferred Revenue, if any, shall be paid by RBOC to Lessee not later than July 1 of the Contract Year following the Contract Year in which the Transferred Revenue is received or retained by RBOC. If the Surplus Revenue available during any Contract Year is insufficient to fully repay Lessee for any Transferred Revenue for which Lessee has not received payment, or if no Surplus Revenue is available during such Contract Year, all Transferred Revenue for which Lessee has not received payment shall carry over on an annual basis during the term of this Agreement until there is sufficient Surplus Revenue to repay Lessee for such Transferred Revenue, together with interest thereon at the rate of 3% per annum from the date paid to RBOC. Any repayment of Transferred Revenue shall only be available from Surplus Revenue during the term of this Agreement. If the repayment made pursuant to this sub-paragraph proves insufficient to repay all Transferred Revenue, the right to an offset by way of rent abatement (or other equivalent value) will be contemplated in any then-to-be-negotiated extension of the term of this Agreement. Notwithstanding the foregoing, or anything else set forth in this Agreement, neither party shall have any obligation to agree to any extension of the term of this Agreement, and in the event that the parties do not agree to any such extension, Lessee's right to repayment of the Transferred Revenue shall terminate upon expiration of the term of this Agreement.

d. **Revenue from Non-UCLA Events – General.** All Net Revenue from the sale and lease of all Lounge Memberships in the Horizon Level Lounge, the Southwest Field Level Lounge, the Northwest Field Level Lounge, and the Northeast Field Level Lounge for events other than Home Games shall be retained by RBOC.

e. **Option to Construct Southeast Field Level Lounge.**

i. Lessee shall have the option ("Option") to elect to either build out the Southeast Field Level Lounge (at its sole cost and expense), or to require RBOC to undertake to build out the Southeast Field Level Lounge (at Lessee's sole cost and expense), upon and subject to the terms of this Subparagraph e. Provided that Lessee is not then in default under the terms of this Agreement, Lessee may exercise the Option by delivery of written notice to RBOC at any time during the period (x) commencing on the later of (1) the first day of the third Contract Year after Substantial Completion, and (2) the first day of the first Contract Year after Surplus Revenue has been available for

distribution pursuant to Paragraph 12 for two (2) consecutive Contract Years, and (y) ending ten (10) years thereafter (the "Option Period"). Notwithstanding the foregoing, if at any time during the Option Period it is determined that Surplus Revenue was not available for distribution during the two (2) consecutive Contract Years prior to such date, Lessee shall not be entitled to exercise the Option, and the Option Period shall be tolled, until the first day of the next Contract Year after Surplus Revenue has been available for distribution pursuant to Paragraph 12 for two (2) consecutive Contract Years, it being the intent that the Option Period shall be a total of ten (10) Contract Years, unless the term of this Agreement expires prior to the expiration of the Option Period, in which case the Option shall terminate and be of no further force and effect.

ii. Notwithstanding the foregoing, at any time prior to the exercise of the Option by Lessee, RBOC shall have the right to elect by delivery of written notice to Lessee to build out the Southeast Field Level Lounge at its own expense. If RBOC exercises such right prior to the expiration of the Option Period, provided Lessee is not then in default under the terms of this Agreement, Lessee shall have the right to exercise the Option by delivery of written notice to RBOC within sixty (60) days following delivery of RBOC's election notice to Lessee, regardless of whether Surplus Revenue was available for distribution during the two (2) consecutive Contract Years prior to such date. If Lessee fails to timely and validly exercise the Option within such sixty (60) day period, RBOC shall be entitled to proceed to build out the Southeast Field Level Lounge at its expense.

iii. If Lessee timely and validly exercises the Option and elects to construct the Southeast Field Level Lounge itself, Lessee shall construct the Southeast Field Level Lounge in a good and workmanlike manner, in compliance with all laws, and otherwise in accordance with RBOC's or City's standard agreement governing construction by third parties on City property and shall diligently work toward completion of the construction as efficiently as possible. The design, materials and construction schedule shall be subject to the prior written consent of RBOC, which consent shall not be unreasonably withheld or delayed.

iv. If Lessee timely and validly exercises the Option and elects to require RBOC to construct the Southeast Field Level Lounge at Lessee's expense, RBOC shall construct the Southeast Field Level Lounge in a good and workmanlike manner, in compliance with all laws, and otherwise generally in accordance with the requirements imposed on RBOC related to design and construction of the Renovations pursuant to Paragraph 20, herein. The design, materials and construction schedule shall be subject to the prior written consent of Lessee, which consent shall not be unreasonably withheld or delayed.

f. Sales and Marketing of Lounge Memberships – Southeast Lounge.

i. If Lessee timely and validly exercises the Option, Lessee shall have the sole right to market and sell, and shall use commercially reasonable efforts to market and sell Lounge Memberships in the Southeast Field Level Lounge for Home Games. Without limitation, the obligation to use "commercially reasonable efforts" shall

not require Lessee to retain the services of a third party to assist with sales. Lessee shall establish pricing and retain legacy rights regarding donor recognition and sponsor advertising rights for the Southeast Field Level Lounge, provided that any such legacy rights shall be adopted in accordance with the University of California guidelines described on Exhibit O attached hereto and incorporated herein (as such guidelines may be revised by the University of California from time to time), shall not extend beyond the remaining term of this Agreement, shall be subject to the approval of RBOC, which shall not be unreasonably withheld, and shall be coordinated with rights granted to RBOC's promotional rights agent ("Rights Holder") such that the monetary guarantee from the Rights Holder to RBOC is not reduced in any way. RBOC, or its Rights Holder, in cooperation with the Lessee, shall have the sole right to market and sell, and shall use commercially reasonable efforts to market and sell Lounge Memberships in the Southeast Field Level Lounge for Non-UCLA Events. Without limitation, the obligation to use "commercially reasonable efforts" shall not require RBOC to retain the services of a third party to assist with sales. Pricing for such Non-UCLA Events shall be determined by the RBOC, at its sole discretion.

ii. If RBOC exercises its right to build out the Southeast Field Level Lounge, the sales, marketing and pricing of the Lounge Memberships in the Southeast Field Level Lounge shall be governed by Paragraph 21.b, above.

g. Revenue – Southeast Lounge.

i. If Lessee timely and validly exercises the Option, all Net Revenue from the sale and lease of Lounge Memberships in the Southeast Field Level Lounge for Home Games shall be retained by Lessee, and Lessee shall pay all operational costs incurred in connection with all Home Games. Net Revenue from the sale and lease of Lounge Memberships in the Southeast Field Level Lounge for all Non-UCLA Events shall be split evenly between the RBOC and Lessee.

ii. If RBOC exercises its right to build out the Southeast Field Level Lounge, Net Revenue from the sale and lease of Lounge Memberships in the Southeast Field Level Lounge shall be governed by Paragraphs 21.c and 21.d.

h. Legacy Opportunities.

i. All proceeds derived from any legacy opportunities (which opportunities shall be subject to 12.b.(iii) above) associated with the Horizon Level Lounge, the Southwest Field Level Lounge, Northwest Field Level Lounge, and the Northeast Field Level Lounge, if and when constructed, shall be retained by RBOC. All proceeds derived from any legacy opportunities associated with the Southeast Field Level Lounge, in the case that Lessee timely and validly exercises the Option, shall remain with Lessee. Should RBOC undertake to construct the Southeast Field Level Lounge at its expense, all such proceeds shall be retained by RBOC.

ii. All proceeds derived from any legacy opportunities associated with Lessee's locker room complex, training room, and coach's offices/locker room shall be

divided evenly between Lessee and RBOC, and such legacy opportunities shall be subject to additional terms and conditions regarding the maximum term of such legacy opportunities, the minimum revenue generated by such legacy opportunities and other matters to be agreed upon by the parties. Any such proceeds shall be divided between the parties not later than February 1 of the Contract Year following the Contract Year in which the proceeds were received.

i. **Limitation on Use of Lounges.** Notwithstanding any other provision set forth herein, Lessee shall not have the right to permit any person to use any Lounge for any Home Game without charge or without purchase of a Lounge Membership, except that (i) Lessee shall be permitted to grant passes for access to the Lounges to invitees who are credentialed guests (not to exceed 25 guests per Home Game) and (ii) Lessee's employees and their spouses who are involved in UCLA development activities or support services for the Game, or contractors retained by UCLA to supply support services for the Game, shall not be included in the count of guests requiring credentials. Lessee shall provide appropriate identification for all employees and spouses, as reasonably necessary to satisfy any security concerns related to access to the Lounges. Credentialed guests and other persons eligible to enter the Lounges under the foregoing criteria shall have an unlimited right of entry and re-entry to all of the Lounges during Home Games. In order to comply with tax laws and regulations applicable to the Project, Lessee shall not enter into any agreement with any such invitee with respect to use of the Lounges that would constitute a "Long Term Use Agreement."

22. **MOVABLE FENCE.** RBOC will, at Lessee's cost, install and/or relocate the moveable end zone general admission fence upon a minimum of six (6) days' prior written notice from Lessee. RBOC will remove and store such fence, at Lessee's cost, during the football season or other events and for fourteen (14) days after the final Game of each season. RBOC may use the fence for other events after consultation with Lessee.

23. **PORTABLE RESTROOMS.** RBOC may install portable restrooms inside and outside the Stadium fence, the number of which shall be as mutually agreed upon by RBOC and Lessee. Lessee will pay all costs for portable restrooms outside the Stadium fence. RBOC will pay all costs for portable restrooms inside the Stadium fence.

24. **PUBLIC ADDRESS AND FIELD OBSERVER SYSTEMS.**

a. **Access.** Lessee shall have full and complete access to the public address and field observer systems of the Stadium. RBOC shall retain control of such systems and agrees to furnish operators to Lessee at a reasonable cost. Such personnel shall be either RBOC employees or subcontractors.

b. **Announcers and Announcements.** Lessee shall furnish announcers for the Games and provide that the announcers shall announce the program and the events relating to the Games, the activities relating to the conduct or handling of spectators, and admonish and instruct spectators and security personnel in case of any emergency or necessity. Further, whenever requested by Lessee, the announcers shall instruct concessionaires and their employees and, between periods of play, announce partial or final scores of other Games and of UCLA athletic events played elsewhere on the same day.

Lessee may use the public address system to announce any of Lessee's future events which may be conducted at the Rose Bowl and any future UCLA or UCLA sponsored events, whether or not related to the Game.

Lessee may make announcements each Home Game recognizing donors and sponsors, and Lessee shall be entitled to retain any revenue derived therefrom.

c. **Limitation on RBOC's Use.** RBOC may use the public address system at Games to announce future events at the Rose Bowl, excluding other intercollegiate football events (with the exception of the Rose Bowl Game and BCS Championship Game (or equivalent)). In addition, Lessee will provide RBOC with a maximum of two announcements per Game on the public address system, for RBOC's own use. Placement, duration and content of announcements shall be subject to the reasonable prior approval of Lessee. On Home Game days, the public address system shall not be used for any purpose not set forth in this Subparagraph unless RBOC obtains the prior written consent of Lessee.

25. SCOREBOARDS/VIDEO BOARDS/SIGNAGE/BOOTHES.

a. **Scoreboards.** RBOC will, at RBOC's cost, provide Lessee with scoreboards in good operating condition during the term of this Agreement. Lessee shall have full and exclusive use of and access to the scoreboards beginning not later than four (4) hours prior to the scheduled time of kickoff of each Game and concluding not later than one hour after the conclusion of each Game. RBOC will provide scoreboard operators at Lessee's reasonable cost. Such personnel shall be either RBOC employees or subcontractors. Lessee may display messages on the scoreboards each Home Game recognizing sponsors, and Lessee shall be entitled to retain any revenues derived thereby. RBOC will receive the right to three (3) scoreboard mentions for RBOC permanent signage sponsors per Game. If the proposed sponsors in such mentions are not tied to "permanent signage" (which shall be defined as all signage in the Stadium other than Temporary Signage, as defined below), RBOC must obtain from UCLA prior written consent for such messages, which consent will not be unreasonably withheld.

b. **Video Boards.** RBOC shall maintain a minimum of one video board inside the Stadium; in the event that RBOC should determine to relocate the existing video board, it shall be moved only to a location to be mutually agreed between RBOC and Lessee. The existing video board shall be upgraded as part of the Renovations. Lessee shall have full and exclusive use of and access to the video board beginning not later than four (4) hours prior to the scheduled time of kickoff of each Game and concluding not later than one hour after the conclusion of each Game. At the sole cost of Lessee, RBOC shall provide a video board operator and personnel for captioning for the hearing impaired. Lessee shall provide the feed for all materials to be shown on the video board at its sole cost and expense. If Lessee authorizes RBOC to utilize the video board for commercial advertising, Lessee shall have prior approval of advertisers selected by RBOC, and any resultant revenues will be split on a 50/50 basis.

c. **Lessee Control of Temporary Decor.** Except as to permanent advertising and permanent Rose Bowl identification signage, Lessee shall have sole, exclusive and complete control over all aspects of its Games related to temporary Stadium decor (graphics, flags, signs, pennants, balloon, etc.), including, without limitation, color and design, provided

that items of decor shall not in any manner create a danger to any spectator, participant or other person and shall all be in keeping with contemporary community standards. Lessee shall have the right to utilize draping and banners for decoration and to cover seat sections where necessary in the discretion and at the expense of Lessee. Draping and banners used for commercial purposes shall be subject to the provisions of subsection "e" of this Paragraph, below. The General Manager may require Lessee to remove items of decor after any of its events, at the sole cost of RBOC, if required for the staging of any other activity at the Stadium. Provided, however, Lessee will remove items of décor at its own expense to accommodate the City-sponsored "Flea Market" which shall be held on the second Sunday of each month during the Lessee Primary Use Period.

d. **Permanent Signage.** Lessee acknowledges that RBOC or City have existing contractual obligations for permanent advertising signage within the Stadium, as set forth in Exhibit K, attached and incorporated by this reference, and that these contractual obligations may be modified by RBOC or City during the term of the Agreement. RBOC anticipates entering into additional contracts for permanent advertising signage in the same and in new locations, wherever in the Stadium, its buildings, fixtures or surrounding areas it chooses, including, but without limitation, a tri-panel on the side of any video boards, and on gate turnstiles, and that RBOC will retain all revenue generated by said existing and future contracts for permanent advertising signage. Messages flashed or played on scoreboard or video board screens shall not be considered permanent advertising signage. All other signage that is affixed to the Stadium in such a manner that it cannot be readily removed (including without limitation any LED signage and messages or other content flashed or played on LED signage) shall be considered permanent signage.

Lessee will not remove, cover or obstruct and will not allow removal, covering or obstruction (except for that electronic blocking or other blocking by entities telecasting the event which is not within Lessee's control and which Lessee shall not authorize) of any of the permanent advertising signage without the prior written consent of RBOC. Nothing in this Agreement gives Lessee the right to control or to limit any permanent advertising placed anywhere on City or RBOC premises, including, without limitation, inside the Stadium. Notwithstanding the foregoing, RBOC shall not enter into any agreement with a shoe or apparel or any isotonic sports beverage company for permanent signage in the Stadium without the prior written approval of Lessee.

Gate signage and signage as part of the accessible platform on east side of Stadium shall be deemed as locations for permanent signage, unless the RBOC General Manager determines, in his/her sole discretion, to allow temporary signage, as described below.

e. **Temporary Signage.** All Net Revenue derived from advertising on temporary signage (defined as signage taken down after the conclusion of each Game or each December 10 of the Agreement term) inside the Stadium during Games shall be shared between the parties on a 50/50 basis; however, all such temporary signage shall be subject to prior, written, reasonable approval by RBOC. Except as set forth herein, no approval shall be given by RBOC for any temporary signage which conflicts with exclusive advertising rights under existing agreements for permanent signage; RBOC represents and warrants that the only existing agreements which preclude competing temporary signage are those listed on Exhibit K. No

additional companies may be added to the list contained in Exhibit K without the written consent of Lessee. RBOC shall use its best efforts to obtain permission from those companies listed on Exhibit K for all Lessee sponsors to erect competitive temporary field signage during events. "Signage" shall not include sideline beverage serving containers and cups. Notwithstanding the foregoing, RBOC shall not enter into any agreement with a shoe or apparel or an isotonic sports beverage company for temporary signage in the Stadium without the prior written approval of Lessee. All temporary signage agreements entered into by either RBOC or Lessee after September 1, 2009 shall include a termination for convenience clause stating that all agreements are subject to termination within 180 days of notification of sponsors. Representatives of UCLA, RBOC and their respective sales agents will meet quarterly for a status report, discussion of future strategies, joint sales efforts, and any issues that require attention and cooperation related to temporary signage. The UCLA Athletics Director or designee and RBOC General Manager or designee shall, annually, meet and confer and agree, in writing, upon pricing, locations and other guidelines for temporary signage.

If Lessee has one or more temporary signage locations that do not generate revenue (i.e. involving Trade or barter sponsor agreements) for both UCLA and the RBOC, then the RBOC will be entitled to utilize other locations in the Stadium that are equal in terms of quality and quantity of temporary signage, and RBOC will be entitled to keep 100% of revenue from any such additional temporary signage locations.

f. **Booths, Kiosks and Tables.** Subject to compliance with applicable law, Lessee shall have the right to place booths, kiosks or tables inside the Stadium fence during Games, for use related to (i) sales of Lessee logo goods, or (ii) promotions by UCLA sponsors. Subject to approval by Lessee as to location, type of promotional activity, size and appearance, which approval shall not be unreasonably withheld, RBOC shall be allowed to place five (5) kiosks inside the Stadium fence during Home Games. The RBOC kiosks shall only be utilized for promotions involving companies that have agreements with RBOC for permanent signage, as set forth in Exhibit K, unless Lessee has approved, in advance, specific kiosks not tied to RBOC permanent advertising. Approval will not be unreasonably withheld, provided RBOC advertisers do not place existing UCLA sponsors at a competitive disadvantage, as reasonably determined by Lessee.

26. PARKING (GENERAL).

a. **Buses and Trucks.** RBOC will permit buses, for transportation of participants and attendants, and trucks carrying equipment to enter designated areas of the Rose Bowl for the purpose of discharging passengers and equipment. Thereafter, Lessee will cause such buses and trucks to immediately depart to another parking area within, adjacent to, or near the Stadium, which parking area RBOC agrees to furnish for the duration of the Game. Thereafter, RBOC shall allow such buses and trucks to reenter such designated areas to pick up return loads of passengers and equipment.

b. **Reserved Areas.** RBOC may park vehicles in the designated parking areas not used by Lessee for parking pursuant to this Paragraph. Except in cases of emergency, RBOC will provide Lessee with satisfactory and convenient parking and reasonable vehicle ingress to and egress from both the Stadium field through the tunnel ramp and the parking areas.

c. **Emergency Vehicles.** RBOC will provide parking for emergency vehicles adjacent to the Stadium field at all times.

d. **Inclement Weather.** In the event of inclement weather, Lessee will not use any non-paved portion of Brookside Park including Area H or the Brookside Municipal Golf Courses for parking for any event without the prior written consent of the General Manager. The decision whether the weather conditions existing prior to and/or during a Game constitute inclement weather shall be determined in the discretion of the General Manager.

e. **Overnight Parking.** Lessee will not permit overnight parking in any parking area in the Arroyo Seco without prior written approval of the RBOC General Manager.

27. **PARKING (PAID).**

a. **Pre-paid Parking Program.** Lessee may manage and administer a pre-paid parking program for the Home Games in connection with the sale and distribution of season tickets for such Games. All gross receipts from any such pre-paid parking program shall be retained solely by Lessee, and all expenses of such program shall be paid by Lessee except costs of parking direction and control, which shall be paid by RBOC. 4,110 parking spaces located in Areas D, F, K, M and I, as described in Exhibit L-1, attached and incorporated by this reference, for the period prior to Substantial Completion, and in Exhibit L-2, attached and incorporated by this reference, for the period following Substantial Completion, shall be available for this program, and, subject to Subparagraph d, below, the fees to be charged for such parking shall be determined by Lessee in its sole discretion.

b. **Parking Passes.** Each season, at least thirty (30) days before UCLA's first Game, Lessee shall, at its cost, print all parking passes. Lessee will be responsible for issuance of season passes to individuals, the press and RBOC not later than thirty (30) days prior to the first Home Game. RBOC will receive 40 season parking passes in Lot D and 35 season parking passes in Lot F, and 25 additional season parking passes in locations determined by Lessee.

c. **Day of Game Paid Parking.**

i. RBOC shall manage and administer a day of Game paid parking program for Home Games at the Rose Bowl for those wishing to park who do not participate in the pre-paid program. All gross receipts from such Game day parking program shall be retained entirely by RBOC and all expenses for such Game day parking program shall be paid entirely by RBOC.

ii. **Parking Rates.** Except as set forth herein, or as otherwise agreed between RBOC and Lessee in writing, RBOC will charge vehicles the following parking rates for Game day parking: \$15 per passenger vehicle, and \$40 per limousine, truck, oversized vehicle or recreational vehicle, with such amounts to increase to \$20 per passenger vehicle, and \$50 per limousine, truck, oversized vehicle or recreational vehicle for the 2011 and subsequent seasons, subject to RBOC's right to increase parking rates in the manner described below. In order to provide adequate notice to season ticket holders, any proposals to revise the above stipulated parking rates should be submitted by RBOC

for review by Lessee prior to January 1st of the Contract Year for which the modification is proposed. In the sixth, tenth, fifteenth, twentieth, twenty-fifth and thirtieth Contract Years following the Effective Date, RBOC shall conduct, at its sole cost, a market study of parking rates at similar facilities in Southern California and, based thereon, may request an increase in the parking rates. Approval of any RBOC proposal to increase parking rates consistent with the results of the market study shall not be unreasonably withheld by Lessee.

There will be no charge for day of Game parking for any of the following vehicles displaying the appropriate placard or pass: vehicles of Rose Bowl Press Box suiteholders; Rose Bowl Operating Company and RBOC staff; game service vehicles, UCLA team vehicles, and vehicles driven by members of the press.

iii. Parking Operation. RBOC may contract with one or more parking management firms, in its discretion, for the operation of the paid parking program. The obligation of RBOC management firm(s) shall include the following: in consultation with Lessee, establishing hours of entry and closing, setting up appropriate marking and signage; collecting of fees, the directing of parking in the parking lots, depositing of the money collected into a bank account, conducting an audit of the operation and paying all expenses and the Net Revenue to RBOC within ten days after each Game. With the exception of vehicles parked in pass lots, vehicles will be parked in a "two-stack" formation. For the USC Game, and for any other Game where ticket sales of Lessee (as reported to the General Manager five days prior to the Game) exceed the capacity stipulated in Exhibit L, the alternative parking plan set out in Exhibit L will be implemented.

Parking fee collection points shall be near the entrance of each lot. The parking cashiers at the collection points will not be in booths but will be on foot and moving with the line of vehicles. Signs advising of fees will be positioned ahead of collection points. After paying the parking cashier, drivers of vehicles will be channeled into one of several designated lanes and from there, under direction of other parking attendants, will proceed to their parking spaces.

Two (2) parking information booths will be placed at a location mutually agreed by RBOC and Lessee. The parking information booth will be staffed with parking contractor, City or Rose Bowl Operating Company personnel in the discretion of the RBOC. Said personnel shall be able to direct disabled patrons to accessible parking, to an accessible drop-off and pick-up location and to an accessible path of travel.

iv. Parking Areas. Exhibit L describes the capacity of the parking areas shown on Exhibit A. Depending on parking formation, between 14,000 and 18,000 parking spaces will be designated by RBOC in Parking Lots H, 1, 1A, 2, 3, 4, 5, 6, 7, 8, 9, 10 and Ball Diamonds 2 and 3 as general day of Game paid parking for all vehicles except large trucks, buses, recreational vehicles, and limousines. RBOC and Lessee further agree that:

- 440 spaces in Lot I, and up to 300 spaces in Lot K (depending on space needed for buses), will be designated as general day of Game paid parking for all vehicles.
- West Drive shall be designated for Game service trucks and recreational vehicles.
- A total combined parking of 275 spaces will be provided in Lot B (west portion) and Lot F (north portion) and designated solely as day of Game parking for vehicles for disabled persons with appropriate placards and identification.
- Parking Lot 5 shall be designated as Game day parking for Rose Bowl Press Box suiteholders only. Lessee agrees to issue permits for said suiteholders in numbers that will reasonably accommodate all suiteholders with Game tickets. Following Substantial Completion, Lessee shall cooperate reasonably in accommodating parking for Premium Seating ticket holders in Lot 5.
- During construction of the Renovations, RBOC shall provide for use at Home Games temporary replacement parking in a comparable location (to the extent feasible) for those spaces that are lost due to the creation of a Staging Area.
- Television production trucks, as necessary for the telecasts, will be parked in the media compound, as described on Exhibit L.
- Team vehicles, with appropriate permits, will park on Arroyo Boulevard.

Any additional paved parking areas developed by RBOC in the areas surrounding the Stadium (as reflected on Exhibit A) shall be made available for Lessee's use as part of the paid parking program described in 27.a, and the total spaces available for Lessee's use under that program shall be increased accordingly.

v. Inclement Weather Alternative. Should inclement weather close the Golf Course, Area "H", or Ball Diamonds 2 and 3 for parking, an alternate parking plan, "Plan 'C'" (as further described in Exhibit M, attached and incorporated herein by this reference) will be utilized for parking whereby streets surrounding the Rose Bowl will be used for parking after the paved lots become full. Vehicles parking in a Plan "C" formation will not be charged a parking fee.

d. **Parking User Fee.** Following Substantial Completion, a supplemental \$5.00 user fee (the "Parking User Fee"), with periodic increases as set forth below or as otherwise determined by mutual agreement of RBOC and Lessee, will be imposed on each vehicle parking in spaces designated to the Game day parking program and each occupied space designated for the pre-paid parking program. During the term of the Agreement, the Parking Use Fee shall increase in increments of \$1.00 every fifth Contract Year during the Agreement term following the Effective Date. The increase in the Parking User Fee shall be independent of any increases in the parking rates pursuant to Paragraph c.ii, above. Lessee shall be provided with up to a maximum of 1,200 complimentary spaces per Home Game that will not be subject to the Parking Use Fee. Parking for non-paid buses and handicap spaces will not be subject to the

Parking Use Fee. The 1,200 exempt spaces are intended to accommodate event related staff, and donors that receive parking benefits as part of a larger donation package. The 1,200 spaces are expected to accommodate anticipated increases in the number of donors that commit to larger donor packages that include parking in the future. RBOC and City employees that are provided parking in the UCLA spaces shall not count against the 1,200 space limit. All gross receipts from such Game day parking program shall be retained entirely by RBOC. Any Parking User Fee collected by Lessee will be remitted to RBOC together with the payment of Rental Consideration for season tickets on or before the date of the first Home Game of the football season in each Contract Year.

28. SHUTTLE SERVICE. A shuttle service from one or more parking lots outside the Arroyo Seco to the Rose Bowl is important to the successful lessening of the traffic impact upon residential areas adjacent to the Rose Bowl. To that end, RBOC shall use its best efforts to cause a shuttle service to be operated by a mutually agreed upon party on any Game day during the term of this Agreement. Lessee shall determine the charge to be assessed users of any such shuttle service. Charges assessed by the owner of any parking lots for their use for any such shuttle service shall be included as part of the costs of operation of the shuttle service. Further, RBOC will be responsible for contracting with any third party required to operate any such shuttle service. Lessee will collect the gross receipts from such shuttle service and to forthwith deliver them to RBOC which gross receipts shall be retained by RBOC. All revenues collected will be applied by RBOC against costs of operation. RBOC and Lessee will share equally any RBOC losses (the deficit, if any, remaining after gross receipts are deducted from costs of operation) to pay for the shuttle service. Without limitation, any shuttle service provided shall comply with the American with Disabilities Act and shall provide full program access to persons with disabilities. Rates to be charged per vehicle for those utilizing shuttle service shall be established no later than June 1 of each calendar year of this Agreement.

29. OVERNIGHT ACCOMMODATIONS. Unless specifically prohibited by NCAA or Conference rules, the UCLA football team shall use its best efforts to stay overnight in a hotel located within the City of Pasadena the evening before each Home Game. Lessee will request all of UCLA's opponents to do the same. RBOC and Lessee will use their best efforts to ensure that appropriate accommodations are made available in the City of Pasadena to Lessee before each Game at a reasonable, competitive cost during the term of this Agreement. In the event such accommodations are not available, then this Paragraph shall have no force and effect.

30. DEFAULT AND CURE.

a. **Game Threatening Default.** Whenever Lessee determines, in its reasonable judgment, that RBOC has violated any term or condition of this Agreement, and that as a direct result of such violation, there is an imminent likelihood that UCLA will be prevented from playing a scheduled Home Game in the Stadium (a "Game Threatening Default"), Lessee shall notify RBOC, in writing, of the Game Threatening Default and RBOC shall cure such Game Threatening Default as soon as reasonably practicable. If and only if RBOC fails to cure the Game Threatening Default as soon as reasonably practicable, then Lessee shall be entitled to deliver a Notice of Intent to Terminate pursuant to Section 32, below. Any inability of Lessee to use the Stadium for UCLA Home Games as a result of the Renovations shall not be considered a

Game Threatening Default, unless such inability is the direct result of a violation by RBOC of its obligations under Paragraph 20 in connection with such Renovations.

b. **Non-Game Threatening Default.** Whenever RBOC or Lessee determines, in each party's respective judgment, that either RBOC or Lessee has violated any term or condition of this Agreement, other than a Game Threatening Default, which shall be governed by Paragraph 30.a, above, RBOC shall notify Lessee or Lessee shall notify RBOC, as the case may be, in writing, of the defect or deficiency and shall give such party not less than thirty (30) days in which to cure the defect or deficiency; provided, however, that if such default is not reasonably capable of being cured in thirty (30) days, then such party shall not be deemed to be in default if such party commences cure within such thirty (30) day period and thereafter diligently proceeds with such cure until completion. If RBOC or Lessee, as the case may be, fails to cure the defect or deficiency to the other's satisfaction within thirty (30) days, subject to extension as set forth above, then RBOC and Lessee agree to follow the dispute resolution procedure provided in Paragraph 31 of this Agreement.

c. **Equitable Remedies.** The failure by RBOC to cure a Game Threatening Default as provided in Paragraph 30.a would be a breach of this Agreement for which monetary damages alone would be inadequate and for which Lessee would be entitled to seek equitable remedies to compel enforcement of this Agreement. Notwithstanding that, pursuant to Paragraph 30.a, RBOC shall have the opportunity to cure a Game Threatening Default before Lessee shall have the right to deliver a Notice of Intent to Terminate, nothing herein shall require Lessee to await such an attempt to cure prior to seeking equitable remedies to compel enforcement of this Agreement in whatever fora are available for Lessee.

d. **Waiver of Right to Terminate.** Except as specifically provided in Paragraph 30.a, above, and Paragraph 32, below, with respect to RBOC's failure to cure a Game Threatening Default as provided in Paragraph 32, Lessee shall have no right to terminate this Agreement prior to the expiration of the term of this Agreement as a result of any failure by RBOC or City to comply with the terms of this Agreement. Any attempt by Lessee to terminate this Agreement, except as expressly authorized by Paragraphs 30.a and 32, would be a breach of this Agreement for which monetary damages alone would be inadequate and for which RBOC would be entitled to seek equitable remedies to compel enforcement of this Agreement.

31. DISPUTE RESOLUTION PROCEDURE.

a. **Selection of Person.** In the event a dispute exists as to whether a defect or deficiency designated by either party has occurred or has been cured, the parties will submit the dispute to determination by a third person. Either or both of the parties may request the Presiding Judge of the Superior Court, County of Los Angeles, Northeast District, State of California to provide a list of the names of three (3) persons qualified under the circumstances to resolve the particular dispute. RBOC and Lessee may each eliminate one person from such list. The remaining person shall resolve the dispute.

b. **Rules and Timing.** The person selected to resolve the dispute shall establish the procedures, rules, methods and processes by which the dispute shall be resolved and to the parties will cooperate with such person in good faith to ascertain the facts necessary to

resolve the dispute. Without mutual consent to extend the time, this dispute resolution procedure shall conclude not more than thirty (30) days after its initiation.

c. Not Applicable to Termination or Game Threatening Default.

Notwithstanding the foregoing, (i) any dispute where either RBOC or Lessee seeks termination of this Agreement as a remedy and (ii) any dispute where Lessee claims a Game Threatening Default exists will be governed by the resolution process set forth in this Paragraph only upon written election by all parties in their sole discretion to submit the dispute to this process.

32. TERMINATION FOR CAUSE.

a. Termination by Lessee upon RBOC Default. If RBOC fails to cure a Game Threatening Default in accordance with Paragraph 30, above, Lessee shall have the right (in addition to its right under Paragraph 30.c to pursue equitable remedies) to deliver written notice ("Notice of Intent to Terminate") to RBOC specifically identifying the Game Threatening Default, and stating that Lessee intends to terminate this Agreement if RBOC fails to cure the Game Threatening Default in accordance with this Paragraph 32. If RBOC fails to cure such Game Threatening Default following RBOC's receipt of the Notice of Intent to Terminate, and as a result, Lessee is prevented from playing two (2) consecutive Home Games in the Stadium, Lessee shall be permitted to terminate this Agreement; provided, however, that if such Game Threatening Default is not reasonably capable of being cured within such period, then Lessee shall not be permitted to terminate this Agreement if RBOC commences cure within such period and thereafter diligently proceeds with such cure until completion. If Lessee exercises such termination right, RBOC shall be entitled to assert any claim, counter-claim, cross-claim or defense allowed under applicable law related to said termination.

b. Termination by RBOC upon Lessee Default. If Lessee fails to perform any material obligation required to be performed by Lessee under this Agreement, which failure has a material adverse effect on the amount of Aggregate Net Revenue from Renovations (a "Material Lessee Default"), and Lessee fails to cure such Material Lessee Default in accordance with Paragraph 30, above, RBOC shall have the right to deliver written notice to Lessee specifically identifying the Material Lessee Default, and stating that RBOC intends to terminate this Agreement if Lessee fails to cure the Material Lessee Default in accordance with this Paragraph 32. If Lessee fails to cure such Material Lessee Default within sixty (60) days of Lessee's receipt of such notice (or, if such Material Lessee Default is not reasonably capable of being cured in sixty (60) days, then if Lessee fails to commence cure within such sixty (60) day period and thereafter diligently proceed with such cure until completion), RBOC shall be permitted to terminate this Agreement. If RBOC exercises such right, Lessee shall be entitled to assert any claim, counter-claim, cross-claim or defense allowed under applicable law related to said termination.

33. FORCE MAJEURE. Neither party shall be liable to the other party for any non-performance, in whole or in part, of its obligations under this Agreement caused by the occurrence of any contingencies beyond the reasonable control of the parties (financial inability excepted), including but not limited to declared or undeclared war, sabotage, insurrection, riot or other acts of civil disobedience, acts of a public enemy, acts of governments or agencies affecting the terms of this Agreement, labor disputes, shortages of fuel, fires, explosions, floods,

earthquakes or other acts of God. In the event that any such contingencies occur, the party whose performance is affected shall have a reasonable time in which to resume performance and such party's non-performance shall not constitute a material breach hereof unless the party fails to make a reasonable attempt to resume full performance.

34. MUTUAL COOPERATION. Lessee acknowledges that the City and RBOC have entered into an agreement for food service and concession operations at the Brookside Clubhouse Restaurant with the Arroyo Seco Food and Beverage Company, into an agreement with John R. Wells, Inc., for the operation of the Golf Professional Shop, and into an agreement with American Golf Corporation for the operation and maintenance of the Brookside Municipal Golf Courses. Lessee will fully cooperate with such other parties in the performance of this Agreement as may be reasonably directed by the General Manager. In addition, RBOC will fully cooperate with all licensees of Lessee when such licensees are engaged in activities that are not proscribed by this Agreement. Lessee shall provide RBOC with a list of all such licensees.

35. COOPERATION WITH COMMUNITY ORGANIZATIONS. The parties acknowledge the importance of a mutually beneficial relationship during the term of this Agreement that extends beyond Lessee's use of the Rose Bowl for Home Games. To achieve this objective, RBOC will use its best efforts to promote the attendance of City residents at the Games through City publications, the activities of the Pasadena Chamber of Commerce and other community organizations. The parties will jointly investigate ways to make Lessee's educational and cultural capabilities available for the benefit of the citizens of the City, in consultation with the Pasadena Unified School District, the Pasadena Community College District, and other educational institutions located in City. Lessee will be afforded a seat on the governing board of RBOC, and will, subject to all applicable laws, participate in all meetings of the RBOC. Further, the parties will explore establishing a joint liaison committee to provide a forum for improved dialogue on a wide variety of educational, cultural and community service programs in addition to the effective dialogue already established for athletic matters, and to implement specific activities to achieve this intended mutually beneficial relationship.

36. COOPERATION WITH PASADENA UNIFIED SCHOOL DISTRICT. The annual "Turkey Tussle" high school Game, played between Pasadena High School and John Muir High School Game will be played in the Rose Bowl under the following conditions:

a. If the "Turkey Tussle" Game is played during a week in which UCLA does not play a Home Game in the Rose Bowl, the "Turkey Tussle" Game may be played either on Friday or Saturday without restriction as to scheduling.

b. If the "Turkey Tussle" Game is played during a week in which UCLA is scheduled to play a Home Game in the Rose Bowl, RBOC shall notify Lessee of the date of the event not later than September 1, and the "Turkey Tussle" shall be subject to the following conditions:

i. The Game will be played on the Friday evening preceding the Home Game; activities on the field will begin at approximately 6:00 p.m., and Game kick-off will be at approximately 7:00 p.m.

ii. The Stadium and all related facilities including, but not limited to the field, dressing rooms, tunnels, Press Box, scoreboards, and public address systems will be available to participants and officials involved in the "Turkey Tussle" only after 6:00 p.m. on the date of the "Turkey Tussle".

iii. The Stadium and all related facilities (as listed in item 2 above) will be reserved exclusively for UCLA, its opponent, and any related personnel on Fridays prior to Home Games until 5:30 p.m.

iv. RBOC will be responsible for providing, at its sole cost, any necessary services, including but not limited to cleaning, maintenance and field preparation following UCLA and UCLA opponent practices in preparation for the "Turkey Tussle" Game.

v. Lessee will clear all areas of the Stadium of any materials or equipment that would preclude participants in the "Turkey Tussle" from conducting a regular high school Game by 6:00 p.m. on the date of the "Turkey Tussle" Game. These areas include but are not limited to the dressing rooms, field, Press Box and seating areas. RBOC is responsible for coordinating and assuming costs of any security or storage associated with this Paragraph.

vi. RBOC will be responsible for and assume all costs related to cleaning and preparing the Stadium for Home Games on the day following the "Turkey Tussle". This includes, but is not limited to cleaning of all spectator areas, dressing rooms, Press Box areas, field preparation, decorative markings and materials, and repair of any equipment necessary for conduct of the Game.

vii. RBOC will make available for use all areas of the Stadium no later than 6:30 a.m. on the days of Home Games following "Turkey Tussle" Games.

viii. RBOC accepts responsibility for repairing or replacing any damage to facilities or non-essential equipment within five (5) business days following the "Turkey Tussle" Game.

ix. In the event of inclement weather conditions during the week of the "Turkey Tussle", Rose Bowl General Manager will preclude any "Turkey Tussle" related activity, including but not limited to band shows, which degrade the condition of the field.

37. NOTICE OF DELAYS. When either Lessee or RBOC has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of any duty or obligation under this Agreement, that party shall, within five (5) days, give notice thereof, including all relevant information with respect thereto, to the other party.

38. GENERAL TERMS AND CONDITIONS.

a. **Agency Relationship.** RBOC represents and warrants, and the City has acknowledged in the attached Exhibit Q "Certification of Agency", that RBOC is the agent of the

City in respect to the subject matter of this Agreement, and that the City is legally bound by the obligations and undertakings of RBOC herein. Lessee acknowledges that it will recognize the City as the true party in interest and attorn to the City with respect to this Agreement upon receipt of a written demand from the City.

b. **No Third Party Rights.** No provision in this Agreement shall create or give to any third party any claim or right of action against any party to this Agreement. Third parties subject to the foregoing provision shall include, without limitation, any (i) holders of Bonds, (ii) Suite holders, (iii) ticket holders, (iv) guests or invitees of any party, (v) sponsors of or donors to any party, (vi) vendors, contractors or consultants retained by a party, and (v) trespassers or other persons not associated with a party. Without limitation, Lessee shall have no obligation to make payments to the Bond holders for any deficiency by RBOC and/or the City for repayment of the Bonds nor shall any of the revenues, fees, or other income otherwise due to Lessee pursuant to this Agreement be subordinate to any amounts payable on the Bonds except with respect to Surplus Revenue in paragraph 12.c. and Horizon and Lounge Revenue in paragraph 21.c.

c. **No Agents; Relationship between Parties.** Except as the RBOC or City may respectively authorize in writing, Lessee and its subcontractors shall have no authority, express or implied, to act on behalf of or bind the RBOC or City in any capacity whatsoever as agents or otherwise. Except as Lessee may authorize in writing, RBOC and/or City shall have no authority, express or implied, to act on behalf of or bind Lessee in any capacity whatsoever as agents or otherwise. Neither RBOC and City, on the one hand, nor Lessee, on the other hand, is, is intended to be or shall be construed as a partner, joint venturer, alter ego, manager, controlling person or other business associate or participant of any kind of the other party and neither party intends to ever assume such status.

d. **Waiver.** Waiver of any term, condition, breach or default of this Agreement shall not be considered to be a waiver of any other term, condition, default or breach, nor of a subsequent breach of the one waived.

e. **Successors.** This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective, successors and/or assigns.

f. **Assignment.** Lessee shall not assign or transfer this Agreement or any rights hereunder without the prior written consent of the RBOC, which shall not be unreasonably withheld; provided, however, that Lessee may assign this Agreement to any entity under common control with Lessee or which acquires all or substantially all of Lessee's assets, upon written notice to RBOC; however, such assignee must accept all terms and conditions hereunder. Any such assignee shall provide RBOC with evidence indicating technical and financial qualifications to perform the obligations under this Agreement. RBOC may object to said assignment within fourteen (14) days of receiving said information on the grounds that assignee does not have both the technical and financial qualifications to perform the obligations under this Agreement, and a failure to object within that time frame shall be deemed an approval of the assignment. Notwithstanding the foregoing, all rights of Lessee under Paragraph 25 and any other provision of this Agreement relating to advertising, sponsorship, signage and related rights, may be assigned by Lessee to any entity in connection with the operating, management or

development of such rights; provided that if the license agreement between Lessee and its Rights Holder in existence as of the Effective Date (or any future successor agreement with a Rights Holder) is terminated, or Lessee delivers written notice of Lessee's intent to terminate any such agreement, Lessee promptly shall provide to RBOC written notice of such termination or delivery of notice of intent to terminate, and RBOC shall be permitted to consult with Lessee during the process of selecting any successor Rights Holder.

RBOC shall not assign or transfer this Agreement or any right hereunder without the prior written consent of Lessee, which shall not be unreasonably withheld. Notwithstanding the foregoing, (i) all rights and obligations of RBOC under this Agreement are assignable to the City by written notice from City to Lessee and RBOC and without need of further approval by RBOC or Lessee, and (ii) all rights of RBOC under Paragraph 25 and any other provision of this Agreement relating to advertising, sponsorship, signage and related rights, may be assigned by RBOC to any entity in connection with the operating, management or development of such rights; provided that if any license agreement between RBOC and its Rights Holder dated on or about the Effective Date (or any future successor agreement with a Rights Holder) is terminated, or RBOC delivers written notice of RBOC's intent to terminate any such agreement, RBOC promptly shall provide to Lessee written notice of such termination or delivery of notice of intent to terminate, and Lessee shall be permitted to consult with RBOC during the process of selecting any successor Rights Holder.

Recognizing the importance of coordination between RBOC and Lessee regarding advertising, sponsorship, signage and related rights, each party shall use its respective best efforts to notify the other parties of any termination or intent to terminate its respective Rights Holder, not less than six months prior to any such termination.

g. **Compliance with Laws.** Lessee shall comply with all Federal, State, County and City laws, ordinances, rules and regulations, which are, as amended from time to time, incorporated herein and applicable to the performance hereof. Notwithstanding the foregoing, RBOC certifies that (i) as of the date of this Agreement, there is no City ordinance which impairs Lessee's rights expressly granted hereunder in any respect whatsoever, and (ii) to the extent that any City law, enacted after the Effective Date of this Agreement, conflicts with the terms of this Agreement, the RBOC hereby agrees that no such conflicting City law, ordinance, rule or regulation shall modify the obligations of the parties as set forth herein.

h. **Attorney's Fees.** Subject to Paragraph 31, if any action at law, in equity or in arbitration is brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

i. **Interpretation.**

i. **Applicable Law.** This Agreement, and the rights and duties of the parties hereunder (both procedural and substantive), shall be governed by and construed according to the laws of the State of California.

ii. Entire Agreement. This Agreement, including any Exhibits attached hereto, constitutes the entire agreement and understanding between the parties regarding its subject matter and supersedes all prior or contemporaneous negotiations, representations, understandings, correspondence, documentation and agreements (written or oral).

iii. Written Amendment. This Agreement may only be changed by written amendment signed by Lessee and the General Manager, subject to any requisite authorization by the RBOC, and in matters affecting staff, funds or property of the City, by the City Council. Any oral representations or modifications concerning this Agreement shall be of no force or effect.

iv. Severability. If any provision in this Agreement is held by any court of competent jurisdiction to be invalid, illegal, void, or unenforceable, such provision shall be deemed severed from this Agreement, and the remaining provisions shall nevertheless continue in full force and effect as fully as though such invalid, illegal, or unenforceable provision had never been part of this Agreement.

v. Order of Precedence. In case of conflict between the terms of this Agreement and the terms contained in any document attached as an Exhibit or otherwise incorporated by reference, the terms of this Agreement shall strictly prevail.

vi. Choice of Forum. The parties hereby agree that this Agreement is to be enforced in accordance with the laws of the State of California, is entered into and is to be performed in the City of Pasadena and that all claims or controversies arising out of or related to performance under this Agreement shall be submitted to and resolved in a forum within the County of Los Angeles at a place to be determined by the rules of the forum.

vii. Duplicate Originals. There shall be two (2) fully signed copies of this Agreement, each of which shall be deemed an original.

viii. Captions and Paragraph Headings. City and Lessee agree that captions, paragraph and subparagraph headings used in this Agreement are for convenience or reference only and shall not be used in construing any part of this Agreement.

ix. Construction. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement (including the exhibits) or any amendments hereto, and the same shall be construed neither for nor against any party, but shall be given a reasonable interpretation in accordance with the plain meaning of its terms and the intent of the parties.

x. References to Lessee. References to "Lessee" in this Agreement shall be deemed to refer to UCLA where context so requires.

xi. References to RBOC and City. References to "RBOC" in this Agreement shall be deemed to refer to City where context so requires, and references to "City" in this Agreement shall be deemed to refer to RBOC where context so requires.

j. **Time of Essence.** Time is strictly of the essence of this Agreement and each and every covenant, term and provision hereof.

k. **Authority of Parties.** Each party hereto hereby represents and warrants to the other that it has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement, and its execution of this Agreement has been duly authorized.

l. **Arroyo Seco Ordinance.** Lessee has received a copy of Pasadena Municipal Code Chapter 3.32, the Arroyo Seco Ordinance. The parties shall cooperate to minimize displacement of recreational programs and accessibility to Arroyo Seco facilities that occurs under this Agreement. RBOC and Lessee shall use best efforts to avoid situations and circumstances which unnecessarily cause displacement and which would limit public accessibility to Arroyo Seco facilities. A record shall be kept by RBOC of the actual displacement of programs and accessibility by each Game which record may be reviewed and supplemented by Lessee. The parties will work together jointly to conform to the requirements of Pasadena Municipal Code Chapter 3.32, and RBOC will undertake all analyses and Lessee will provide a reasonable number of event schedules that it may otherwise produce, at no cost to RBOC, for use in notifications.

m. **Required Posting.** RBOC shall post the following notice, or other posting as may be mutually agreed upon, at all ticketed events in a manner and location mutually agreed upon by the parties:

"Neither the Rose Bowl Operating Company, nor the City of Pasadena, nor the Rose Bowl is responsible for the promotion or occurrence of the event for which this ticket is purchased. For your safety: No alcohol, drugs, weapons, cans, bottles, or fireworks will be permitted to be brought into the event. The presenter of a ticket for admission consents to a reasonable search for such items before entering. Those who fail to observe rules, regulations and Codes of the City of Pasadena and the Rose Bowl must leave the premises."

39. DAMAGE TO LICENSED PREMISES. Without limiting other remedies available hereunder, if RBOC presents a claim to Lessee with supporting evidence, and if Lessee has a reasonable opportunity to investigate such claim, Lessee will pay RBOC, within thirty (30) days of receipt of the claim, the reasonable cost of repair for any damage or injury to the Rose Bowl, including, without limitation, seat sections, public toilets, dressing rooms, fences, gates, shrubbery, equipment, apparatus and other property of City caused by the acts or omissions of Lessee, its agents, students, employees, participants in the Game, coaches, or other Game attendants.

40. INDEMNITY.

a. Lessee will indemnify, defend and save harmless RBOC, its Board of Directors, City, its City Council, each member thereof, and all of their respective officers,

employees and agents from and against any and all losses, liability and expenses, defense costs and legal fees and any and all claims for damages of any nature whatsoever including, but not limited to bodily injury, death, personal injury, or property damage that arise or are claimed to have arisen directly or indirectly from the activities of Lessee or its officers, employees or agents during Lessee's use of any area leased under this Agreement or used by Lessee pursuant to this Agreement, but only in proportion to and to the extent such losses, liability, expenses, costs, fees or claims arise or are claimed to arise out of the wrongful or negligent acts or omissions of Lessee or its officers employees or agents.

b. RBOC will indemnify, defend and save harmless Lessee, its member clubs and affiliated organizations, and all officers, employees and agents thereof from and against any and all losses, liability and expenses, defense costs and legal fees and any and all claims for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage that arise or are claimed to have arisen directly or indirectly from the activities of RBOC, its Board of Directors, City, its City Council, each member thereof, or their respective employees, or agents during Lessee's use of all areas licensed under this Agreement or used pursuant to this Agreement but only in proportion to and to the extent such losses, liability, expenses, costs, fees or claims arise or are claimed to arise out of the wrongful or negligent acts or omissions of RBOC, its Board of Directors, or City, its City Council, each member thereof, or their respective employees, or agents but not for the wrongful or negligent acts or omissions of Lessee, its member clubs and affiliated organizations, and all officers, employees and agents thereof.

41. INSURANCE.

a. **Amounts.** Lessee will maintain insurance coverage or a fully funded program of self-insurance, as follows:

	<u>COVERAGE</u>	<u>LIMITS</u>
i.	Business Automobile Liability	\$1,500,000
ii.	General Liability:	
	a. General Aggregate	\$5,000,000
	b. Product/Completed Operations Aggregate	\$1,000,000
	c. Personal Injury & Advertising	\$1,000,000
	d. Each Occurrence	\$1,000,000
iii.	Excess Liability, Including Business Automobile Liability (Annual Aggregate)	\$10,000,000

b. **Insurance Certificates.** Lessee will provide RBOC with evidence of the above insurance or program of self-insurance coverage on an insurance certificate form approved by the City. This required insurance, or program of self-insurance, shall be maintained in full force and effect during the term of this Agreement and any extension thereof. Each required insurance certificate shall name RBOC, City, its Board of Directors and each member thereof, and every officer and employee of RBOC and City, as additional insureds with respect to claims arising out of this Agreement provided however, that the provisions of this Paragraph in favor of

RBOC shall apply only in proportion to the negligent acts or omissions of Lessee, its officers, agents, or employees. In the event that any party to this Agreement determines, in its sole discretion, to obtain insurance in addition to that required to be obtained hereunder, pertaining to the activities of that party in the Rose Bowl, then, in that event, the party obtaining said insurance shall include the remaining parties hereto as additional insureds.

c. **Notice of Cancellation.** The insurance certificate shall provide that in the event of cancellation or material change in any of the required coverage, the insurer or Lessee (in the event of self-insurance) shall give RBOC thirty (30) days' advance written notice. The insurance certificate shall not contain "best effort" modifiers or in any way relieve the insurer or Lessee (in the event of self-insurance) of responsibility to provide this notice. The insurance certificate shall also state that the coverage provided in it are primary, and that the insurer or Lessee (in the event of self-insurance) waives any right of contribution with insurance that may be available to RBOC, except for occurrences governed under Paragraph 40 Subparagraph b.

d. **Claims Made Form.** If the insurance required pursuant to this Paragraph 41, Subparagraph a is written on a claims made form, following any termination of this Agreement, such insurance coverage shall survive for a period of at least five (5) years and shall also provide for a retroactive date of placement of such coverage to coincide with the Effective Date of this Agreement.

e. **Self Insurance of RBOC.** Lessee acknowledges that, although the City does not currently have any liability insurance coverage, RBOC's risk is indemnified and defended by City and retained under a funded self-insurance program in accordance with the insurance laws of the State of California. RBOC will use its best efforts to monitor the insurance marketplace and to procure insurance comparable to that required of Lessee in Subparagraph a of this Paragraph 41 as soon as such insurance becomes reasonably available during the Term. When such insurance is procured, RBOC will provide Lessee with proof of such insurance under the same terms and conditions as are required of Lessee in Subparagraphs b and c of this Paragraph 41. RBOC's inability to procure insurance shall not in any way limit or restrict the RBOC's responsibilities and obligations assumed under Paragraph 40, Subparagraph b.

f. **Periodic Review.** The terms and conditions of this Paragraph 41 are subject to periodic review and revision by mutual consent of the parties.

42. **WORKERS' COMPENSATION.** Should Lessee, its sponsors, suppliers or licensees perform work within the Licensed Premises, Area "H," or any area to which Lessee is provided a license, access or use under this Agreement, then Lessee, its sponsors, suppliers or licensees, as applicable, shall comply with the applicable sections of the California Labor Code concerning Workers' Compensation for injuries on the job. Compliance is accomplished in one of the following manners:

a. Provide copy of permission self-insurance certificate approved by the State of California; or

b. Secure and maintain in force a policy of Workers' Compensation Insurance with statutory limits or Employer's Liability Insurance with a minimal limit of \$1,000,000.00 per accident.

43. PROOF OF INSURANCE. Lessee will procure all required insurance and provide certification of coverage to the RBOC not later than 30 days prior to first taking possession of the Rose Bowl, for approval by RBOC.

44. SUBCONTRACTOR/VENDOR REQUIREMENTS. In addition to any requirements set forth elsewhere in this Agreement pertaining to consultants or contractors of the respective parties, RBOC and Lessee shall each require, in its respective contracts with subcontractors and vendors performing work or providing services related to this Agreement, that each such subcontractor or vendor:

a. provide general liability and automobile insurance coverage in form and amounts reasonably acceptable to the other parties, and naming each of the other parties as additional insureds;

b. provide workers' compensation coverage meeting all legal requirements;

and,

c. expressly agree to indemnify, defend and hold the other two parties harmless from and against any costs, claims or liability arising out of work performed or services provided by its subcontractors or vendors, regardless of tier.

d. to the extent a mutually agreed upon shuttle service is retained, RBOC and Lessee shall require said shuttle service to have business automobile insurance coverage of at least \$5,000,000 combined single limit.

45. DESTRUCTION OF PREMISES. If the Rose Bowl is wholly or partially destroyed, or condemned, and either RBOC or Lessee is of the opinion that the portion thereof not destroyed, or condemned is inadequate to accommodate a Game, and RBOC does not elect to repair, restore or replace the Rose Bowl pursuant to this Paragraph 45, then either RBOC or Lessee may terminate this Agreement by written notice to the other. Upon such termination, neither RBOC nor Lessee shall have any liability to the other, either on account of the unavailability of the Rose Bowl or the inability to conduct a Game therein. The liability of either party for payments properly incurred pursuant to this Agreement prior to termination shall survive any termination of this Agreement pursuant to this Paragraph.

Notwithstanding the foregoing, prior to the final maturity date of the Bonds, RBOC shall have the right (but not the obligation) to elect to repair or restore any damage or destruction to the Rose Bowl, and shall thereafter diligently pursue such repair and restoration until completion, in which event this Agreement shall continue in full force and effect, and as between the parties, RBOC shall be entitled to all insurance proceeds or any award for the taking of any portion of the Rose Bowl. RBOC and Lessee each hereby waive the provisions of any statutes which relate to termination upon damage or destruction, including, without limitation, the provisions of Sections 1932(2) and 1933(4) of the California Civil Code, as such sections may from time to time be amended, replaced, or restated, and agree that any such event shall be

governed by the terms of this Agreement; provided, however, if RBOC for whatever reason has failed, within four (4) years (subject to extension for an additional period not to exceed one (1) year pursuant to Paragraph 33, above) of the anniversary date of the occurrence of the damage or destruction to the Rose Bowl, to substantially complete the repair or restoration of any such damage or destruction, such that Lessee is of the reasonable opinion that the Rose Bowl remains inadequate to accommodate a Game, then in that event, Lessee may terminate this Agreement by written notice to the RBOC. Upon such termination, neither RBOC nor Lessee, shall have any liability to the other, either on account of the unavailability of the Rose Bowl or the inability to conduct a Game therein. The liability of either party for payments properly incurred pursuant to this Agreement prior to termination shall survive any termination of this Agreement pursuant to this Paragraph.

46. NOTICES. Any notice or demand to be given by one party to the other shall be given in writing and by personal delivery, or via telefax, or prepaid first-class, registered or certified mail, addressed as follows. Notice simply to Lessee, RBOC or City is not adequate notice.

If to RBOC: General Manager
ROSE BOWL OPERATING COMPANY
1001 Rose Bowl Drive
Pasadena, CA 91103

with a copy to: City Manager
City of Pasadena
100 North Garfield Avenue
Pasadena, CA 91109

Office of the City Attorney
100 North Garfield Avenue
Pasadena, CA 91109
Attn: City Attorney

If to the Lessee: Director of Athletics
405 Hilgard Avenue
Los Angeles, CA 90095

with a copy to: Real Estate Services Group
1111 Franklin Street, 6th floor
Oakland, CA 94607-5200

Any such notice shall be deemed to have been given upon delivery, if personally delivered, or, if mailed or faxed, upon receipt or upon expiration of three (3) business days from the date of posting, whichever is earlier. Either party may change the address at which it desires to receive notice upon giving written notice of such request to the other party.

47. ACCOMMODATION OF PERSONS WITH DISABILITIES. Lessee and RBOC shall not, on the basis of disability, deny any qualified individual with a disability the opportunity to participate in or benefit from any aid, benefit or service provided by RBOC, or

Lessee under this Agreement. Lessee will acquaint itself with: (A) the accessibility features of the areas leased; (B) equipment on site that promotes equal opportunity for participation by individuals with disabilities, and (C) procedures for providing an equal opportunity for disabled people to participate in or use Rose Bowl services and programs. Lessee shall use its reasonable efforts to make its employees and subcontractors aware of the above and prepared to provide assistance as required by individuals with disabilities during its Games. In its overall effort to market its Games to the public, Lessee will include information about the accessibility of the Games; to provide a telephone number where the public may call for information about accessibility and to request those accommodations for which preparation may be necessary by the Lessee; and to provide reasonable accommodations at no charge to facilitate the participation of individuals with disabilities. RBOC shall provide to Lessee, at no cost, an "Access Guide" to the Rose Bowl that Lessee shall distribute to all people who hold tickets for accessible seats at its events. RBOC shall (i) maintain the Rose Bowl in such a manner as to comply with all applicable federal and California laws pertaining to disabled access except to the extent exempted or excused from compliance by law, due to technical unfeasibility, or otherwise, (ii) promptly review all complaints or claims that the Facility does not comply, and (iii) promptly remedy any deficiencies which RBOC determines exist or which are established by any applicable administrative or legal procedure.

48. ADDITIONAL ASSURANCES.

a. Lessee certifies and represents that, during the performance of this Agreement, the Lessee and any other parties with whom it may subcontract pursuant to this Agreement shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, religion, color, national origin, ancestry, disability, sex, age, medical condition, marital status. Lessee further certifies that it will not maintain any segregated facilities.

b. Lessee shall, in all solicitations or advertisements for applicants for employment placed by or on behalf of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, religious creed, color, national origin, ancestry, disability, sex, age, medical condition or marital status.

c. Lessee shall, if requested to so do by the RBOC, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, religious creed, color, national origin, ancestry, disability, sex, age, medical condition or marital status.

d. If requested to do so by the RBOC, Lessee shall provide the RBOC with access to copies of all of its records pertaining or relating to its employment practices pertaining to this Agreement, except to the extent such records or portions of such records are confidential or privileged under state or federal law.

e. To the extent it subcontracts work for this Agreement, Lessee agrees to use commercially reasonable efforts to require its subcontractors to recruit Pasadena residents

initially and to give them preference, if all other factors are equal, for any new positions which result from the performance of this Agreement and which are performed within the City.

f. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law or by any formally adopted Resolution or policy of the Regents of the University of California.

g. Lessee shall include the provisions set forth in Subparagraphs numbered e through f of Paragraph 48 of this Agreement, inclusive, in each of its subcontracts pursuant to this Agreement to be performed within the City of Pasadena.

49. CONFLICT. Lessee hereby represents, warrants and certifies that no member, officer or employee of the Lessee is a director, officer or employee of the City of Pasadena or (except as stipulated in Paragraph 35, above) of RBOC, or a member of any of its boards, commissions or committees, except to the extent permitted by law.

ROSE BOWL OPERATING COMPANY

11/17/10

Date

By: 

ATTEST:

 11/17/10
City Clerk, Pasadena

THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA

11/10/10

Date

By: 
Mark G. Yudof, President

APPROVED AS TO FORM

 11/17/10
for City Attorney, Pasadena
Special Counsel for the City of Pasadena

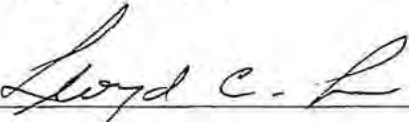
APPROVED AS TO FORM

David Sunkin for Sheppard Mullin Richter & Hampton LL

Office of the General Counsel
University of California

11/8/10

Date

By: 

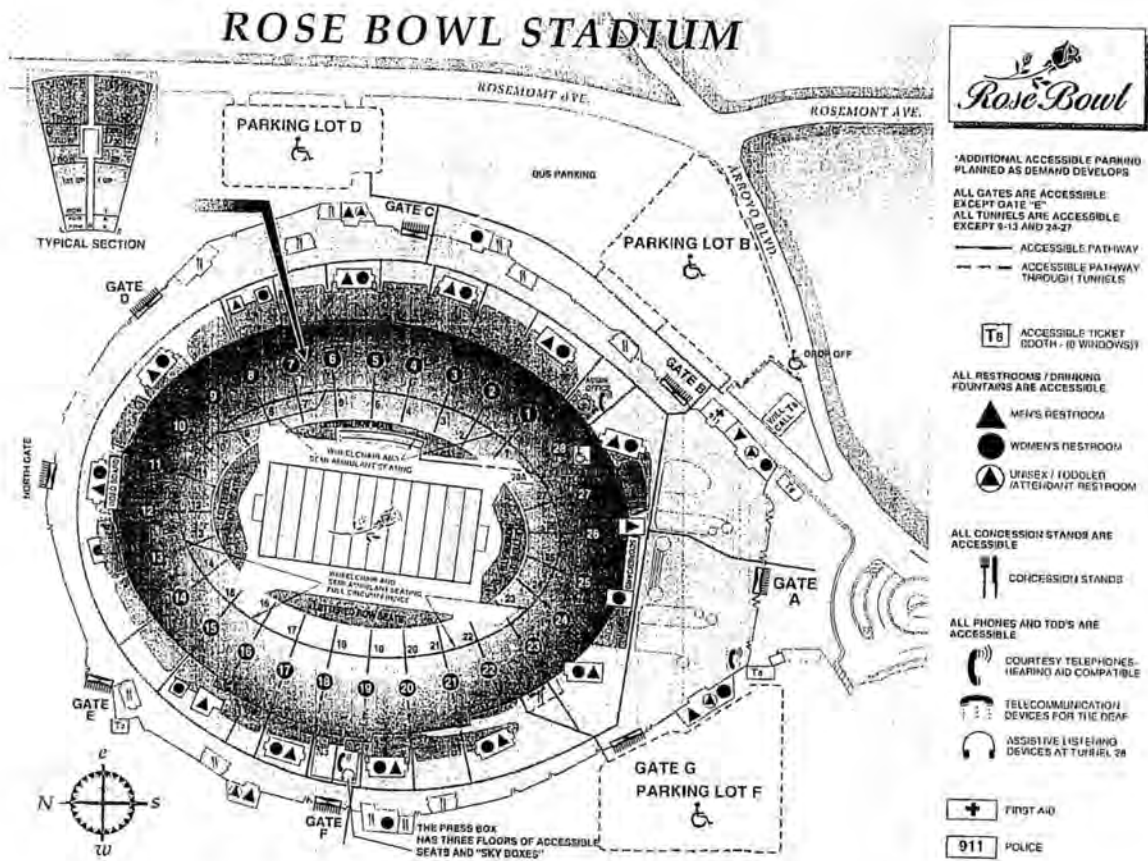
EXHIBITS

- A: Rose Bowl**
- B: UCLA Football Schedules**
- C-1: Press Box Space Allocation (Prior to Substantial Completion)**
- C-2: Press Box Space Allocation (Following Substantial Completion)**
- D: Designated Food and Beverage Area**
- E: City of Pasadena Ordinance 6647**
- F: Definition of "Gross Receipts" and "Net Revenues"**
- G-1: Lessee Exclusive Use Areas (Prior to Substantial Completion)**
- G-2: Lessee Exclusive Use Areas (Following Substantial Completion)**
- H-1: Camera Positions on Press Box Roof (Prior to Substantial Completion)**
- H-2: Camera Positions on Press Box Roof (Following Substantial Completion)**
- I: Categories of Miscellaneous Existing Consideration**
- J-1: Renovations**
- J-2: Secondary Renovations**
- J-3: Renovation Schedule**
- J-4: Staging Areas**
- K: Existing RBOC Agreements for Permanent Signage**
- L-1: Parking Plan (Prior to Substantial Completion)**
- L-2: Parking Plan (Following Substantial Completion)**
- M: Alternate Parking Plan**
- N: Lounges**
- O: University of California Legacy Rights Guidelines**
- P: Categories of Sources of Funds**
- Q: Certification of Agency**

EXHIBIT A: Rose Bowl

Exhibit A

-1-



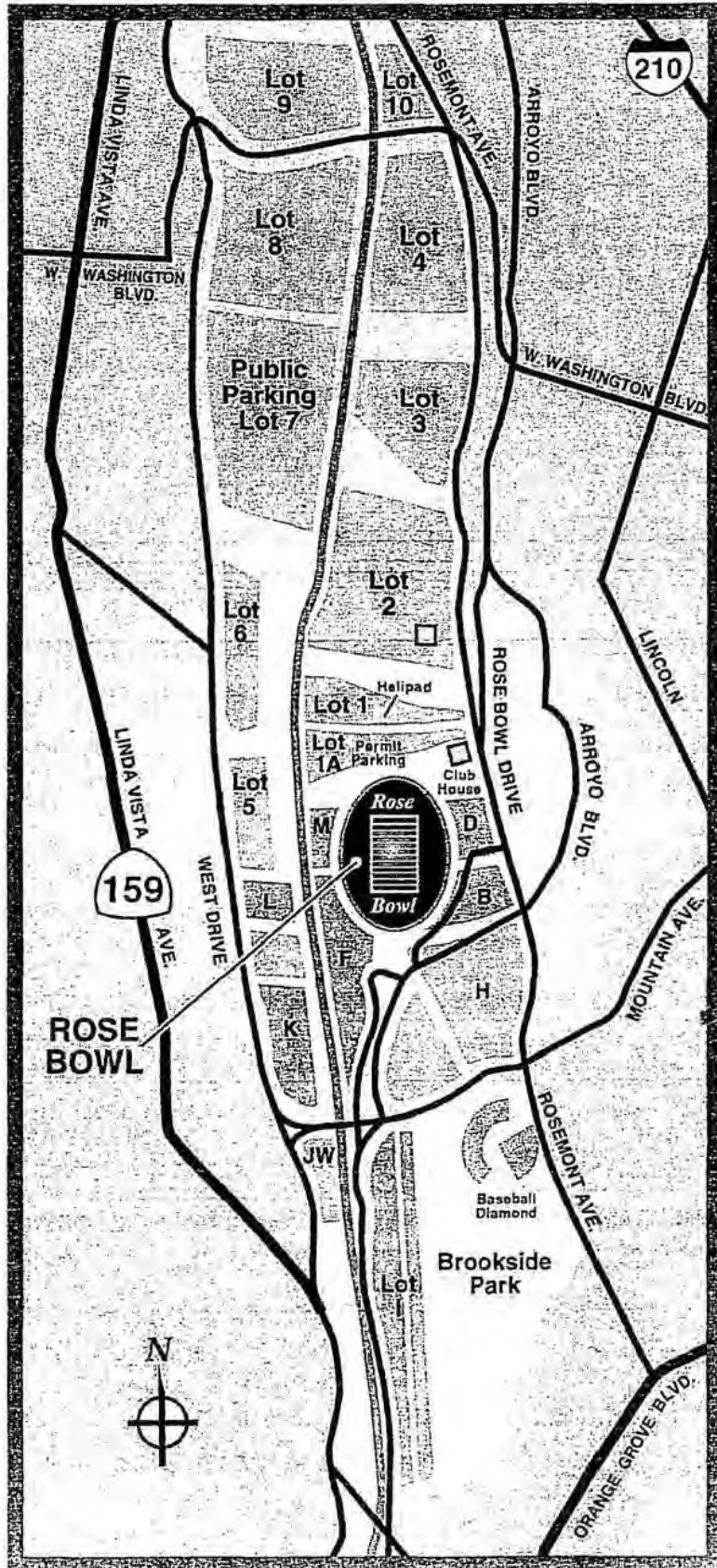
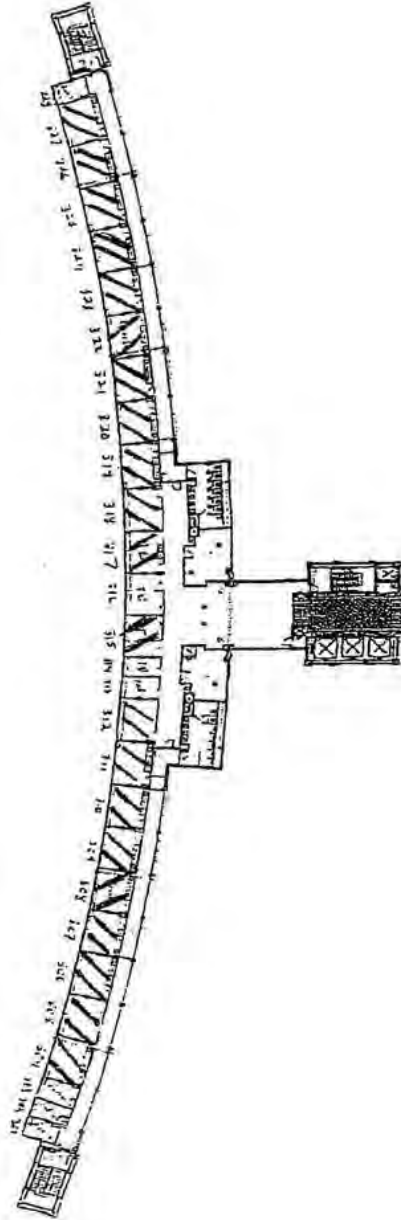


Exhibit A

EXHIBIT B: Tentative Schedule of 2011 UCLA Home Football Games

Sept. 10	SAN JOSE STATE
Sept. 17	TEXAS
Oct. 8	WASHINGTON STATE
Oct. 29	CALIFORNIA
Nov. 5	ARIZONA STATE
Nov. 19	COLORADO

**EXHIBIT C-1: Press Box Space Allocation
(Prior to Substantial Completion)**



MEDIA
RBOC
UCLA



LEVEL 3 - EXECUTIVE SUITES

BILL
STROMMEL
P. M. N.

EXHIBIT C

Exhibit C-1

VISITING AD
RBOC

EXHIBIT C

DELL
STOCK MARKET
for MILLIN



LEVEL 1 - CLUB SUITES

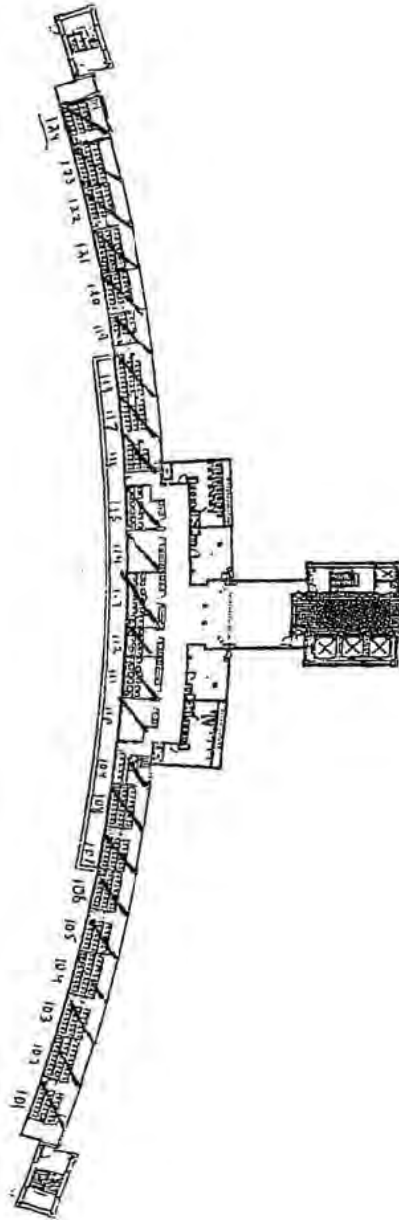


Exhibit C-1

UCLA

EXHIBIT C

DELL
STOCKWELL
& MILLER

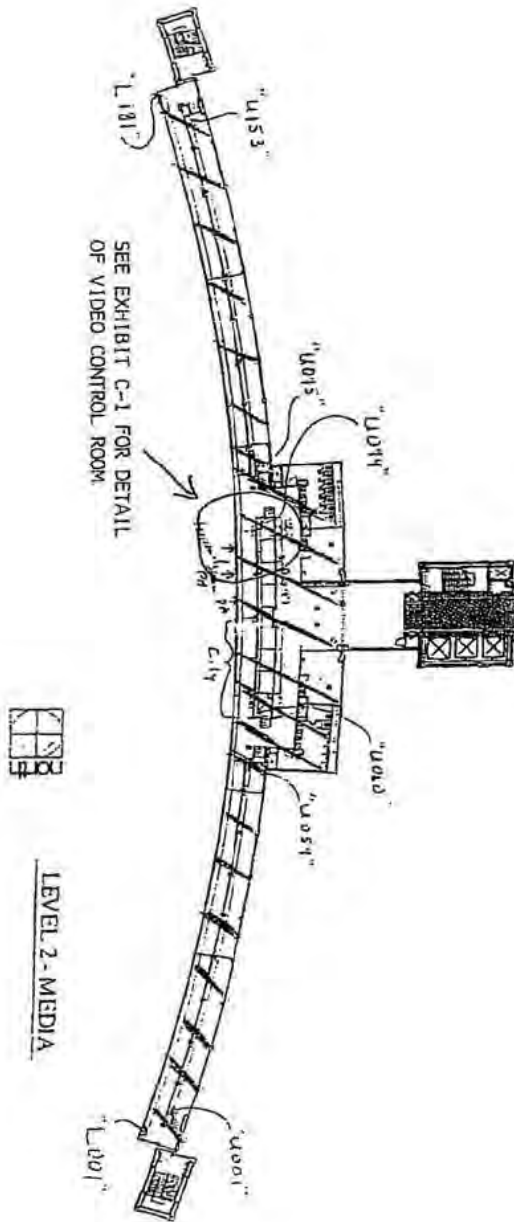


Exhibit C-1

**EXHIBIT C-2: Press Box Space Allocation
(Following Substantial Completion)**

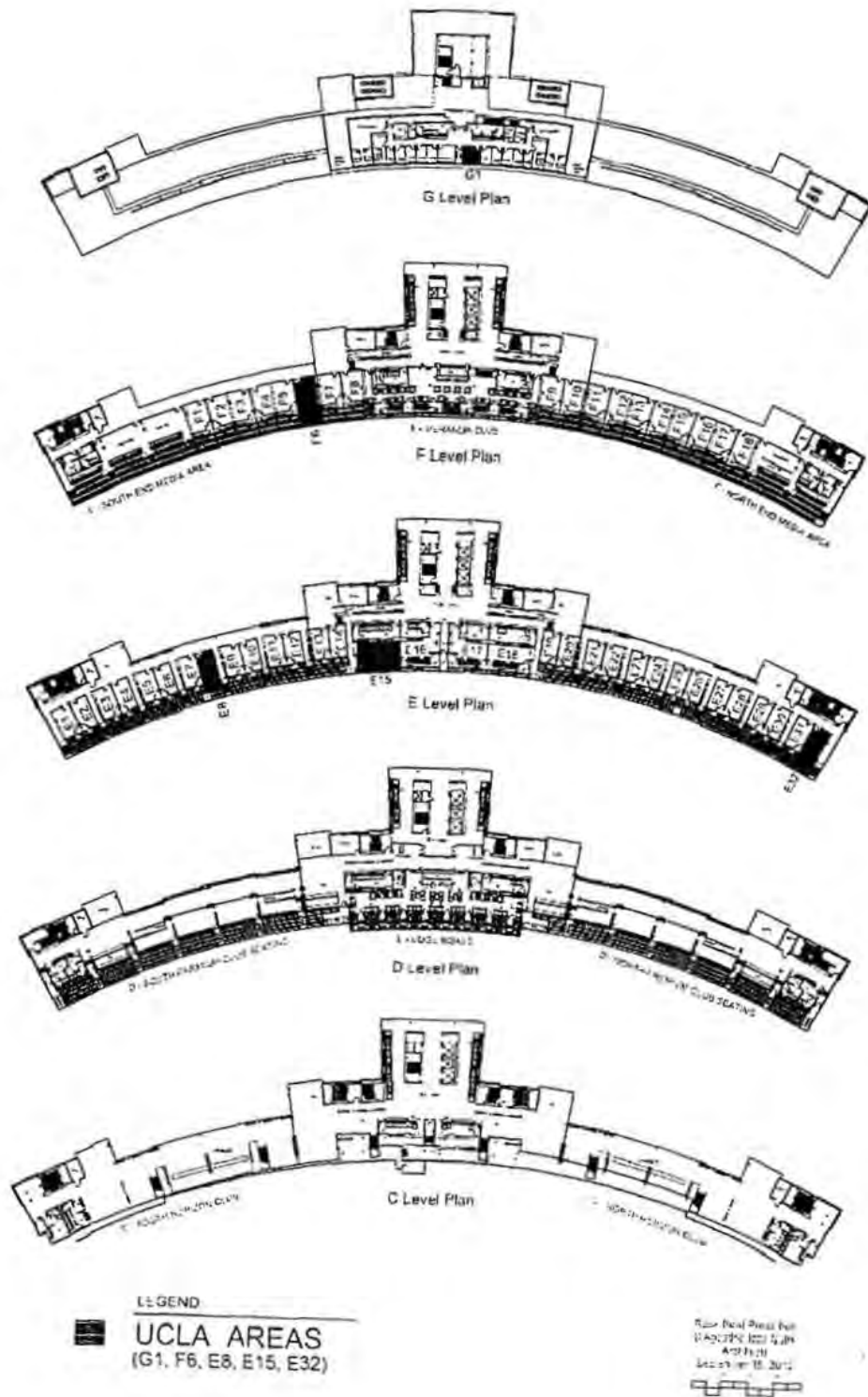


Exhibit C-2

EXHIBIT D: Designated Food and Beverage Area

EXHIBIT E: City of Pasadena Ordinance 6647.

EXHIBIT E

-1-

I hereby certify that the foregoing document is a full, true and correct copy of Ordinance 6647 on file in the office of the City Clerk of the city of Pasadena, Calif.

City Clerk

Introduced by Councilmember Villicana

ORDINANCE NO. 6647

AN ORDINANCE OF THE CITY OF PASADENA AMENDING SECTION 3.24.090 OF CHAPTER 3.24 OF THE PASADENA MUNICIPAL CODE ALLOWING THE CITY MANAGER OR HIS DESIGNEE, OR THE RBOC OR ITS DESIGNEE, TO AUTHORIZE IN WRITING THE SERVING OF ALCOHOLIC BEVERAGES ON CITY OWNED PREMISES AND MODIFYING THE JURISDICTION OF THE ROSE BOWL OPERATING COMPANY TO CONFORM TO ITS OPERATING AGREEMENT WITH THE CITY.

The People of the City of Pasadena ordain as follows:

SECTION 1. Paragraphs 6 and 7 of Subsection A of Section 3.24.090 of the Pasadena Municipal Code are amended to read as follows, and paragraph 8 is deleted:

"6. The following portions of Brookside Park: Picnic Sections A Annex, B, C (including band shell area), Fannie E. Morrison building including front and rear open spaces, the enclosed area of Jackie Robinson Ball Field, Brookside Playing Fields, commonly called "Area H." Ball Diamonds 1, 2 and 3, and parking areas I and J;

7. The Pasadena Center."

SECTION 2. Paragraphs 1 and 2 of Subsection B of Section 3.24.090 of said code are amended and paragraphs 3 and 4 are added to read as follows:

"1. Rose Bowl Stadium;

2. Rose Bowl Parking Areas B, D, F, K, L, and M;
3. Brookside Golf Clubhouse and Course.
4. All areas mentioned in paragraph 6 of Subsection 3.24.090(A), but only when used in support of duly approved Rose Bowl events."

SECTION 3. New Subsections G and H are added to Section 3.24.090 of said code to read as follows:

"G. The city manager may delegate the authority granted in this section, in part or in whole, in writing to any officer or employee of the city.

H. The REOC may delegate the authority granted in this section, in part or in whole, by resolution to any officer or employee of the city or of RBOC."

SECTION 4. The City Clerk shall certify the adoption of this ordinance and shall cause this ordinance to be published in full text.

SECTION 5. This ordinance shall take effect upon its publication.

Signed and approved this 17th day of July, 1995.

William M. Paprian
Mayor of the City of Pasadena

I HEREBY CERTIFY that the foregoing ordinance was adopted by the City Council as
its regular meeting held July 17, 1995, by the following vote:

AYES:	Councilmembers Crowfoot, Little, Streater, Thomson, Villicana, Vice Mayor Holden, Mayor Paparian
NOES:	None
ABSENT	None
ABSTAIN:	None

Published: July 28, 1995 Pasadena Weekly

MARIA M. STEWART
CITY CLERK

Approved as to form:

Nicholas George Rodriguez
Assistant City Attorney

EXHIBIT F: Definition of "Gross Receipts" and "Net Revenues"

EXHIBIT F-1

Gross Receipts

1. Except as otherwise specifically provided in this Agreement, "Gross Receipts" shall be defined to include:
 - a. The total amount of the sale price of all sales;
 - b. The total amount charged or received for the performance of any act, service or employment, of whatever nature, for which a charge is made or credit allowed, whether or not such act, service, or employment is done as part of or in connection with the sale of goods, wares or merchandise;
 - c. All other receipts, including cash, credit and property of any kind or nature except as hereafter excluded;
 - d. Any amount for which credit is allowed by the seller to the purchaser without any deduction therefrom on account of the cost of the property sold, the cost of materials used, labor or service costs, interest paid or payable, losses, or any other expense whatsoever;
 - e. The amount of any federal manufacturer's or importer's excise tax included in the price of the property, whether or not the amount of such tax is stated as a separate charge.
2. The term "gross receipts" shall not include the following:
 - a. Cash discounts allowed or taken on sales;
 - b. The amount of any federal tax imposed on or with respect to retail sales, whether imposed upon the retailer or upon consumer or purchaser, and whether or not the amount of the tax is stated as a separate charge;
 - c. Any state, county, city and county, or city sales or use tax required by law to be included in or added to the purchase price and collected from the consumer or purchaser;
 - d. That part of the sale price of any property accepted for resale which was previously sold to and returned by the purchaser to the seller, which is refunded by the seller either in cash, or as credit allowances given or taken in part payment on any other property;
 - e. Amounts collected for others where the reporting business is acting as agent or trustee, but not sales agent, to the extent that such amounts are paid to those for whom collected.

- f. Any revenue that is not actually received or retained by the party collecting Gross Receipts, including (i) any revenue from the sale of Lounge Memberships retained or recaptured by Lessee pursuant to Paragraph 21.c and (ii) any ticket revenue from the Rose Bowl Game, BCS National Championship Game (or equivalent), NFL Game or any other events for which revenue is not received or retained.

EXHIBIT F-2

Net Revenues

"Net Revenues" shall be defined as:

Gross Receipts less the cost of labor, material, services and other consideration required to be performed or provided by a party to this Agreement in connection with the specific product or activity which generates the Gross Receipts, including, without limitation, (i) all costs incurred in connection with the sale, leasing, marketing and fulfillment of the product or activity which generates the revenue, including any commissions, marketing, and fulfillment expenses (which fulfillment expenses shall include but not be limited to the costs of tickets, hospitality, and other related expenses incurred as part of an agreement or arrangement with an independent third party providing fulfillment services), (ii) reasonable and actual direct and indirect costs of labor related to the revenue generating product or activity; (iii) reasonable and actual costs of materials and supplies related to the revenue generating product or activity, (iv) reasonable and actual costs of set-up, tear-down and clean-up related to the revenue generating product or activity, (v) reasonable and actual costs of utilities related to the revenue generating product or activity, (vi) the face value of tickets and the value of advertising space in newspapers, magazines, flyers and programs sold or distributed by or pursuant to the authorization of the party responsible for the revenue generating activity, to the extent that tickets or advertising space is provided free or at a discounted rate as a form of consideration for the revenue generating activity, and (vii) the amount of any credit, offset or other form of consideration given for the revenue generating activity.

**EXHIBIT G-1: Lessee Exclusive Use Areas
(Prior to Substantial Completion)**

**UCLA FOOTBALL
ROSE BOWL STADIUM
AREAS OF USE REQUIREMENTS**

Area	Time Required	Notes
Field	Friday 9AM	Practice and Prep
Dressing Room Home	Friday 9AM	Practice and Prep
Dressing Room Visitor	Friday 9AM	Practice and Prep
Dressing Room Officials	Friday 9AM	Practice and Prep
Dressing Room Spirit Squad	Friday 9AM	Practice and Prep
Auxiliary Interview/Storage Room	8/15-End of Season	Storage of Equipment
Press Interview Room	Friday 9AM	Preparation
Photographer Work Area	Saturday All Day	Game Day Use
Press Box - Level 2 - South	Saturday All Day	Game Day Use
Press Box - Level 2 - North	Friday 9AM	Preparation
Scoreboard	Four (4) Hours Prior to Game	Game Day Use
Video Board	Four (4) Hours Prior to Game	Game Day Use
Public Address System	Four (4) Hours Prior to Game	Game Day Use
Video Control Room	Friday 9AM	Preparation
Booth 102	Friday 9AM	Preparation
Booth 307	Friday 9AM	Preparation
Booth 308	Friday 9AM	Preparation
Booth 315	Friday 9AM	Preparation
Booth 316	Friday 9AM	Preparation
Booth 317	Friday 9AM	Preparation
Booth 322	Friday 9AM	Preparation
Radio Booths	Friday 9AM	Preparation
Admin Ofc - Rear (CTO)	Saturday All Day	Game Day Use
Game Mgt Headquarters Area	8/15-End of Season	Storage of Equipment
Concourse	Friday 9AM	Preparation
Seating Areas	Saturday All Day	Game Day Use
Golf Course Parking Areas	Seven (7) Hours Prior to Game	Game Day Use
Paved Parking Areas (B, D, F, I, K, M)	Friday 5PM	Reserve Early for Clearance/Use
Media Compound	Thursday 9AM	Preparation
Area H	Friday 9AM	Tent Set-up
Ball Diamonds, Brookside Park, Area J	Saturday All Day	Game Day Use
Rosemont Pavilion	Saturday All Day	Game Day Use
West Drive	Saturday All Day	Game Day Use
Will Call and Ticket Booths	Friday 9AM	Preparation
**All Dates and Times are based on a Saturday game. Adjust accordingly for alternate game days.	NOTE: TIMES INDICATED ABOVE ARE START TIMES. CONTINUING THROUGH SATURDAY ALL DAY.	
**NOTE: ALL DAY IS DEFINED AS BEGINNING AT 12:01AM AND ENDING AT 11:59PM		
** NOTE: RECREATION ACTIVITIES ON AREA H THAT DO NOT INTERFERE WITH UCLA SET UP ON AREA H WILL BE PERMITTED ON FRIDAY ONLY		

**EXHIBIT G-2: Lessee Exclusive Use Areas
(Following Substantial Completion)**

**UCLA FOOTBALL
ROSE BOWL STADIUM
AREAS OF USE REQUIREMENTS**

Area	Location	Time Required	Notes
Stadium Areas			
Field	Stadium	Friday 9 AM	Practice and Prep
Concourse	Stadium	Friday 9 AM	Preparation
Seating Areas	Stadium	Saturday All Day	Game Day Use
Video Board	North End of Stadium	Four (4) Hours Prior to Game	Game Day Use
Scoreboard	South and East side of Stadium	Four (4) Hours Prior to Game	Game Day Use
Media Compound	Lot M	Thursday 9 AM	Preparation
Will Call and Ticket Booths	Gates A, B, D & COC	Friday 9 AM	Preparation
Game Day Operations Staging Area	North end-Flood Gate 11	8/15-End of Season	Game Day Use and Temporary Storage
Ticket Cash Counting Area	TBD	Saturday All Day	Game Day Use
Adjacent Areas			
Area H	SE of Stadium	Friday 9 AM	Tent Set-up
Golf Course Parking Areas	North and NW of Stadium	Seven (7) Hours Prior to Game	Game Day Use
Paved Parking Areas	East, South, and SW of Stadium	Friday 5 PM	Reserve Early for Clearance/Use
Ball Diamonds; Brookside Park - Area J	South of Stadium	Saturday All Day	Game Day Use
Rosemont Pavilion	South of Stadium	Saturday All Day	Game Day Use
West Drive	West of Stadium	Saturday All Day	Game Day Use
South End - Field Level Areas			
Home Locker Room	RM 035	Friday 9 AM	Practice and Prep
Visitor Locker Room	RM 036	Friday 9 AM	Practice and Prep
Officials Locker Room	RM 029	Friday 9 AM	Practice and Prep
Spirit Squad Dressing Room	RM 009	Friday 9 AM	Practice and Prep
Press Interview Room	RM 019	Friday 9 AM	Preparation
Interview Auxiliary/Family Room	RM 020	Friday 9 AM	Preparation
Staging Room (visitor post game interview)	RM 015	Friday 9 AM	Preparation
UCLA permanent Storage Area	RM 031	Year Round	Storage
Chain Crew Room	RM 027	Friday 9 AM	Practice and Prep
X-ray Room	RM 025	Friday 9 AM	Game Day Use
Game Day Management Office	RM 028	Friday 9 AM	Preparation
Press Box Areas			
Public Address System	Level G	Four (4) Hours Prior to Game	Game Day Use
Video Control Room	Level G	Friday 9 AM	Preparation
TV Broadcast	Level G	Friday 9 AM	Preparation
Extra Booth (Head Coach Family)	G1	Friday 9 AM	Preparation
6-Radio Booths	Level G	Friday 9 AM	Preparation
Stats Booth	Level G	Friday 9 AM	Preparation
Replay Booth	Level G	Friday 9 AM	Preparation
Home -Coach Booth	Level G	Friday 9 AM	Preparation

EXHIBIT G-2

Visitor-Coach Booth	Level G	Friday 9 AM	Preparation
Media Area (south)	Level F	Saturday All Day	Preparation
Home AD Suite	F6	Friday 9 AM	Preparation
Visitor-AD Suite	E32	Friday 9 AM	Preparation
Chancellor's Suite	E15	Friday 9 AM	Preparation
Athletic Development Suite	E8	Friday 9 AM	Preparation

*** All Dates and Times are based on a Saturday game. Adjust accordingly for alternate game days.*

*** Note: Times indicated above are start times, continuing through Saturday All Day.*

*** Note: All Day is defined as beginning at 12:01 AM and ending at 11:59 PM*

*** Note: Recreation activities on Area H that do not interfere with UCLA set-up on Area H will be permitted on Friday Only.*

**EXHIBIT H-1: Camera Positions on Press Box Roof
(Prior to Substantial Completion)**

EXHIBIT H-1

-1-

EXHIBIT H



RELL
STONMITH
P. M. M. N.

ROOF LEVEL

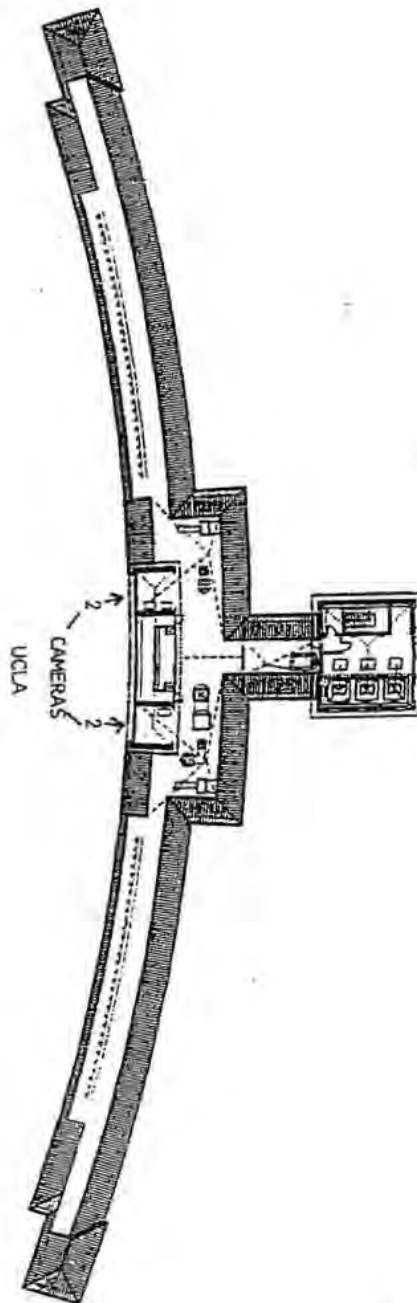


EXHIBIT H-1

**EXHIBIT H-2: Camera Positions on Press Box Roof
(Following Substantial Completion)**

EXHIBIT H-2

-1-

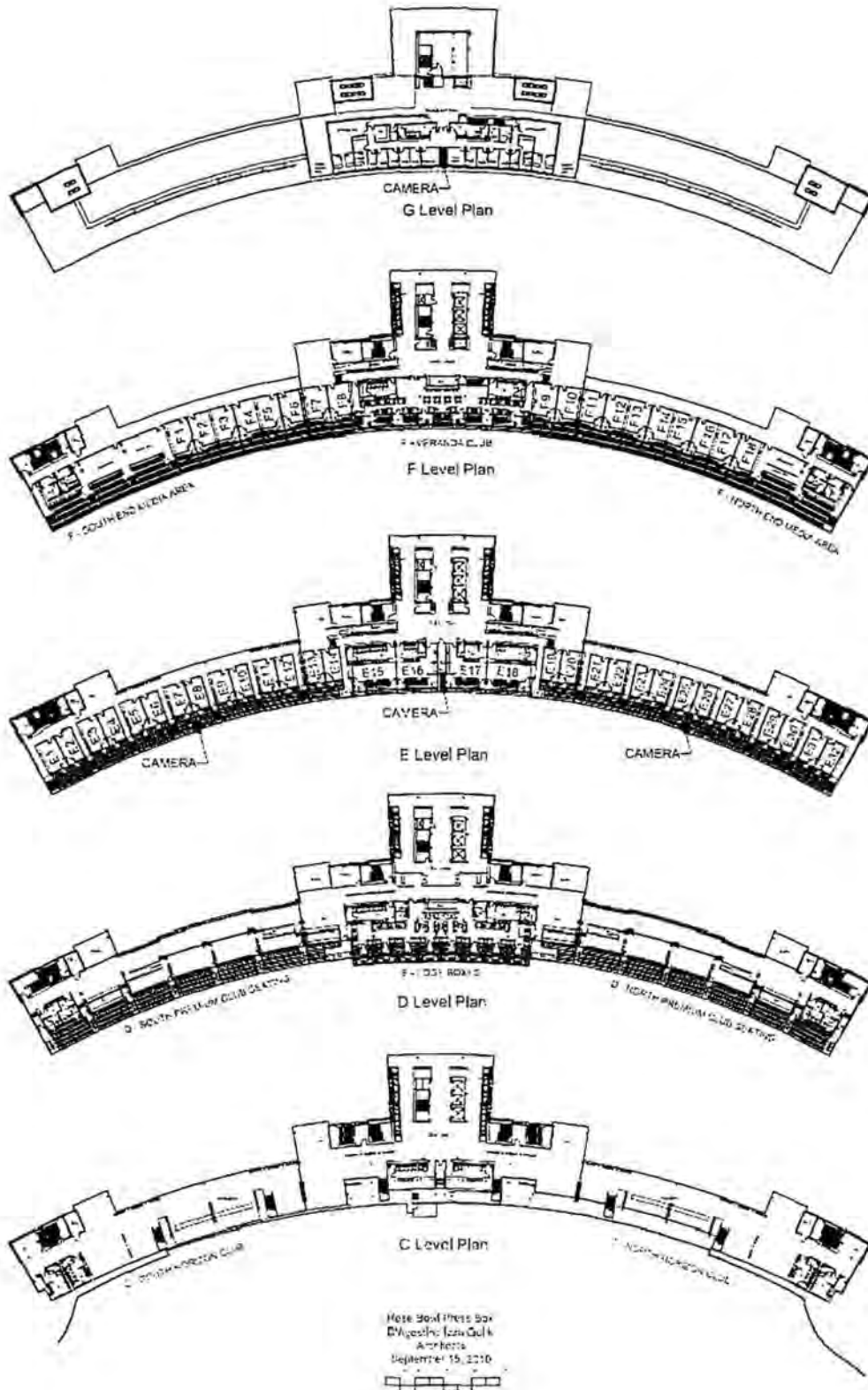


EXHIBIT H-2

EXHIBIT I: Categories of Miscellaneous Existing Consideration

UCLA

1. Rent
2. Parking Revenue
3. Reimbursable Expenses
4. Novelties
5. Television Revenue

TOR

1. Rent
2. Current Admissions Tax (plus increases, if any)
3. Reimbursable Expenses
4. Parking Revenue
5. Novelties

FLEA MARKET – EXCLUDED EVENT

1. Any and All Revenue
 - a. Rent
 - b. Parking
 - c. Reimbursable Expenses

FOURTH OF JULY – EXCLUDED EVENT

1. Any and All Revenue
 - a. Ticket Sales
 - b. Donations (City/General Public)
 - c. Parking Revenue
 - d. Novelties

TURKEY TUSSLE – EXCLUDED EVENT

1. Any and All Revenue
 - a. Reimbursable Expenses

OTHER EVENTS – FILMINGS/CAR & RV SHOWS/ETC.

1. Rent
2. Current Admissions Tax (plus increases, if any)
3. Reimbursable Expenses
4. Parking Revenue
5. Novelties

MISCELLANEOUS

1. Contribution Income for Capital Projects (Tenants/Other)
2. Donations/Grants (Legacy/Other)
3. Concessionaire/Other Vendor Investment
4. Vendor Fees/Transaction Fees

5. RBOC Food Court and Golf Course Catering (e.g. American Golf)
6. Investment Income
7. Rebates (e.g. W & P/Construction Tax/Arts)
8. Cell Site Rental
9. Parking Settlement (Existing and Future)
10. Legal Settlements (Existing and Future)
11. Insurance Claims (Existing and Future)
12. Trademark /Licensing (e.g. Sod/Stadium Images/Replicas)
13. Stadium Viewing/Tours (if any)
14. Gain on Sale of Fixed Assets
15. Forgiveness of Debt

EXHIBIT J-1: Renovations

BASE PROJECT DESCRIPTION

Concourse Improvements

- Site work (prepare concourse for new structures/ landscaping/ fencing/ paving)
- New public restroom in Tunnels 23A and 28A for field level seating areas
- Concessions Building Improvements (50% increase in points of sale)
- Upgrade all 8 Entry Gates
- Upgrade Stadium Service Yard and Storage at north side of stadium and provide improved maintenance work areas under stadium at south end
- New 17Kv Service and Utility Backbone for stadium

Stadium Improvements

- North Video Board (30' high x 78' wide) with up to 6 independent advertising panels at the rim and an 11' high neon 'signature signage' element centered on top of the new video board
- Reconstruct Historic Scoreboard with up to 4 independent advertising panels at south end
- Provide new 11' high neon 'signature signage' advertising opportunity on the east side attached to the existing speaker platform with new LED game time and game informational board
- Field Wall and Historic Hedge Restoration with Advertising Panels at end zones (modify end zone seating to reestablish field level wall, provide removable bleachers at clipped corners and LED advertising panels on field walls)

Existing Improvements

- Widen up to 12 stadium tunnels at north and south end zones
- Repair concrete deck, provide additional exit aisles with intermediate concrete steps at end zones
- Field Level Exit path (remove lower seating, create hedge barrier and modify field tunnels 7A and 15A)

Press Box Improvements

- Demolish existing narrow press box wings and rebuild to approximately 55' wide
- Perform selective demolition to center section of existing press box and remodel (reuse existing service cores, and elevator bank)
- Proposed Improvements and Premium Seating Inventory
 - Level A (Ground Level)
 - Remodeled Elevator Bank with 2 new Escalators
 - New Loading Docking and Service Elevator
 - Level B (Service Level)
 - New Commissary and Commercial Kitchen
 - New Mechanical and Storage Areas
 - Level C (Horizon Level)
 - New Membership Lounge with upgraded concessions and restroom facilities with direct access from the top of the west stadium seating sections
 - Level D (Loge Box & Club Seating Level = *current Level 1*)

- 48 Loge Boxes 192 seats
- Club Seats with access to adjacent club lounge 712 seats
- Level E (Suite Level = *current Level 2*)
 - 28 Luxury Suites 448 seats
 - 4 VIP Game Day suites 128 seats
 - Club Seats with access to club lounge at Level D 420 seats
- Level F (Veranda Level = *current Level 3*)

Option A:

- South Media Area with work area and hospitality 160 seats
- North Media Area with work area and hospitality 110 seats
- Veranda Club Seats with Private Lounge 144 seats
- 18 Veranda Level Luxury Suites 360 seats

Option B:

- South Media Area with work area and hospitality 160 seats
- North Media Area with work area and hospitality 110 seats
- 24 Veranda Level Luxury Suites 492 seats

- Level G (Broadcast/Command Level = *current Roof Level*)
 - 1 TV Broadcast Room
 - 1 additional TV Broadcast Room or Family Booth
 - 2 Coaches Booths
 - 6 Radio Booths
 - 1 Stat Room
 - 1 Replay Room
 - 1 Command Center
 - 1 A/V Production Room
 - Outdoor covered area for team videos, sky cam, and overflow radio positions as needed

EXHIBIT J-2: Secondary Renovations

SECONDARY RENOVATIONS

- Sideline Chair Replacement*/ Concrete Repair/ New Exit Aisles with intermediate steps
- Field Level Lounges (Northwest, Northeast, Southwest, and Southeast)
- Concourse Level Original 1922 Locker Room Lounges (Northwest and Northeast)
- Extend sideline exiting below stadium to access lounges for non-football events
- Remodel existing restrooms to conform to new project design aesthetic
- New Hall of Fame/Museum

*To the extent the existing seats in the Stadium will be replaced during the Renovations, RBOC shall have the right to select such replacement seats; provided, that such replacement seats do not have a width exceeding nineteen inches (19") with the armrest installed and further provided, that Lessee shall have provided its prior written approval of the seats selected by RBOC, which approval shall not be unreasonably withheld, conditioned or delayed.

EXHIBIT J-3: Renovation Schedule

(see also Exhibit J-3A, incorporated herein by this reference)

Phase 1 Construction Dates (Year 2011, as more fully described in Schedule J-3A)

- Site Utilities Backbone
- 4 - South Tunnels and Concrete Deck Repair & Waterproofing
- South Score Board and Advertising Panels
- North Video Board and Advertising Panels
- East LED game information board and Advertising Panel
- Press Box Foundations

Phase 2 Construction Dates (Year 2012, as more fully described in Schedule J-3A)

- South Press Box Wing and Center Section (*continues through 8/2013*)
- North Tunnels 7A & 15A
- Field Exiting/Wall Restoration and New Field Level Advertising Panels
- New South Restrooms (below south end)
- 2 - South Tunnels and Concrete Deck Repair & Waterproofing

Phase 3 Construction Dates (Year 2013, as more fully described in Schedule J-3A)

- North Press Box Wing and Escalator Tower (*starts in 1/2012*)
- Concourse and Entry Gate Improvements (North, South, East, West)
- 6 - North Tunnels and Concrete Deck Repair & Waterproofing
- New North Restroom Building Remodel

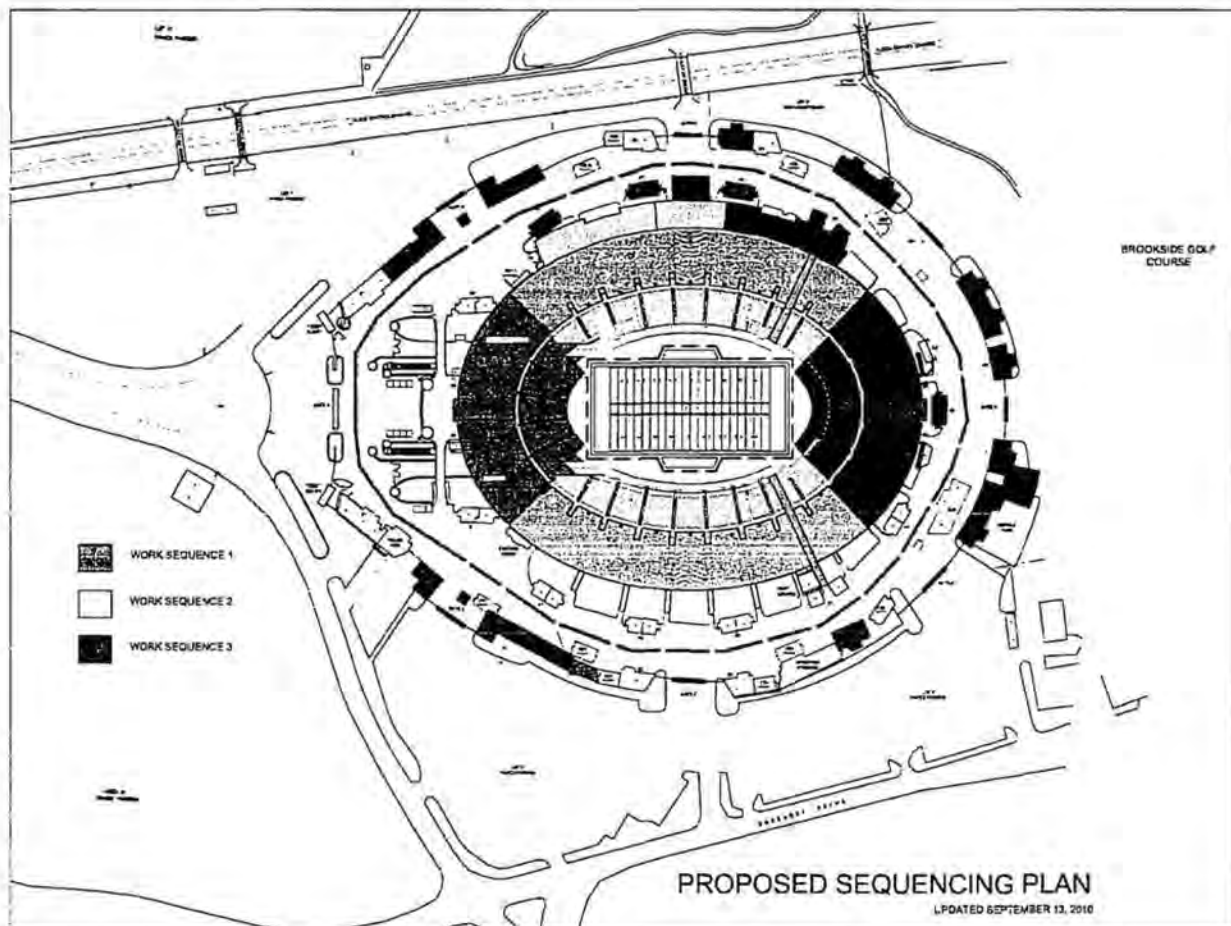
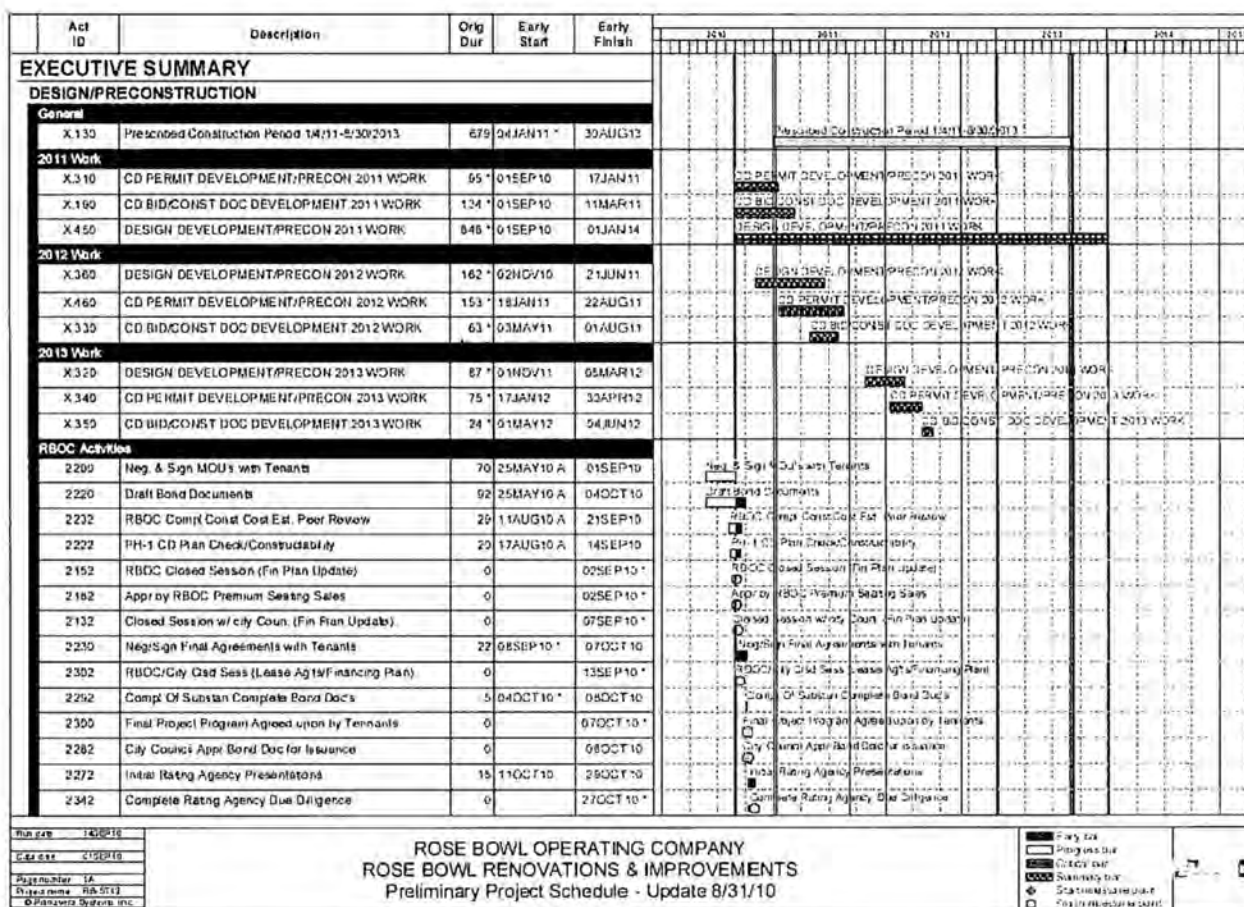
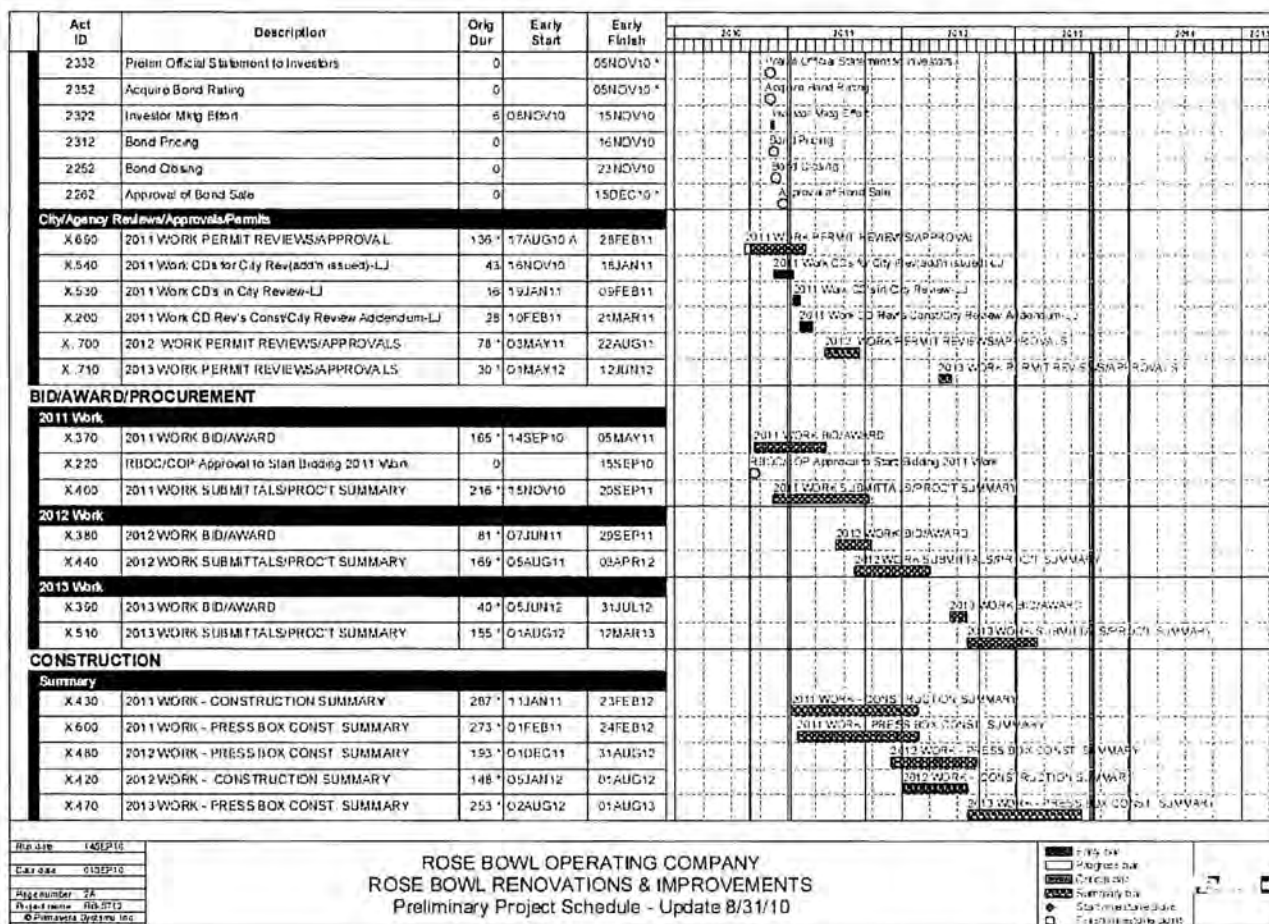
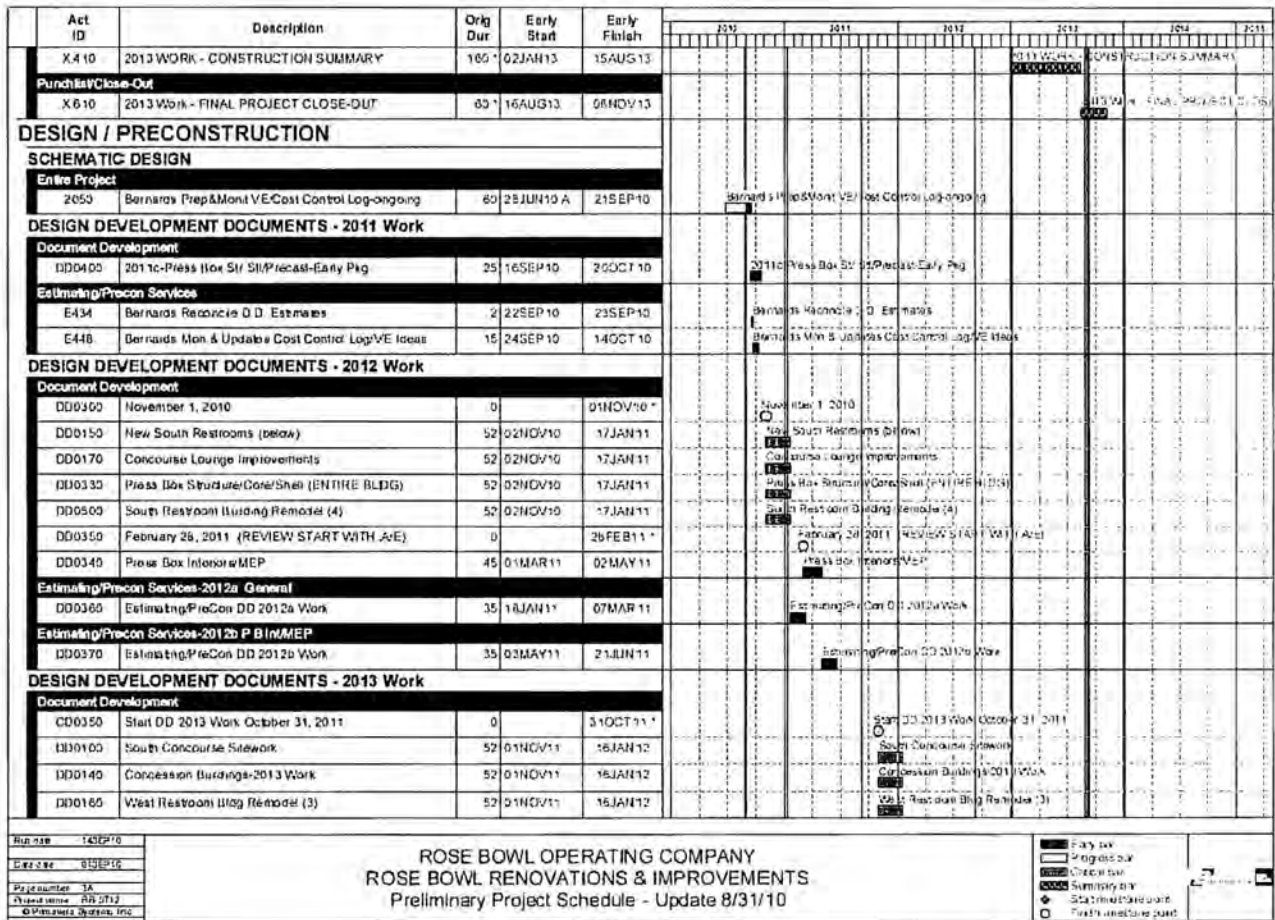


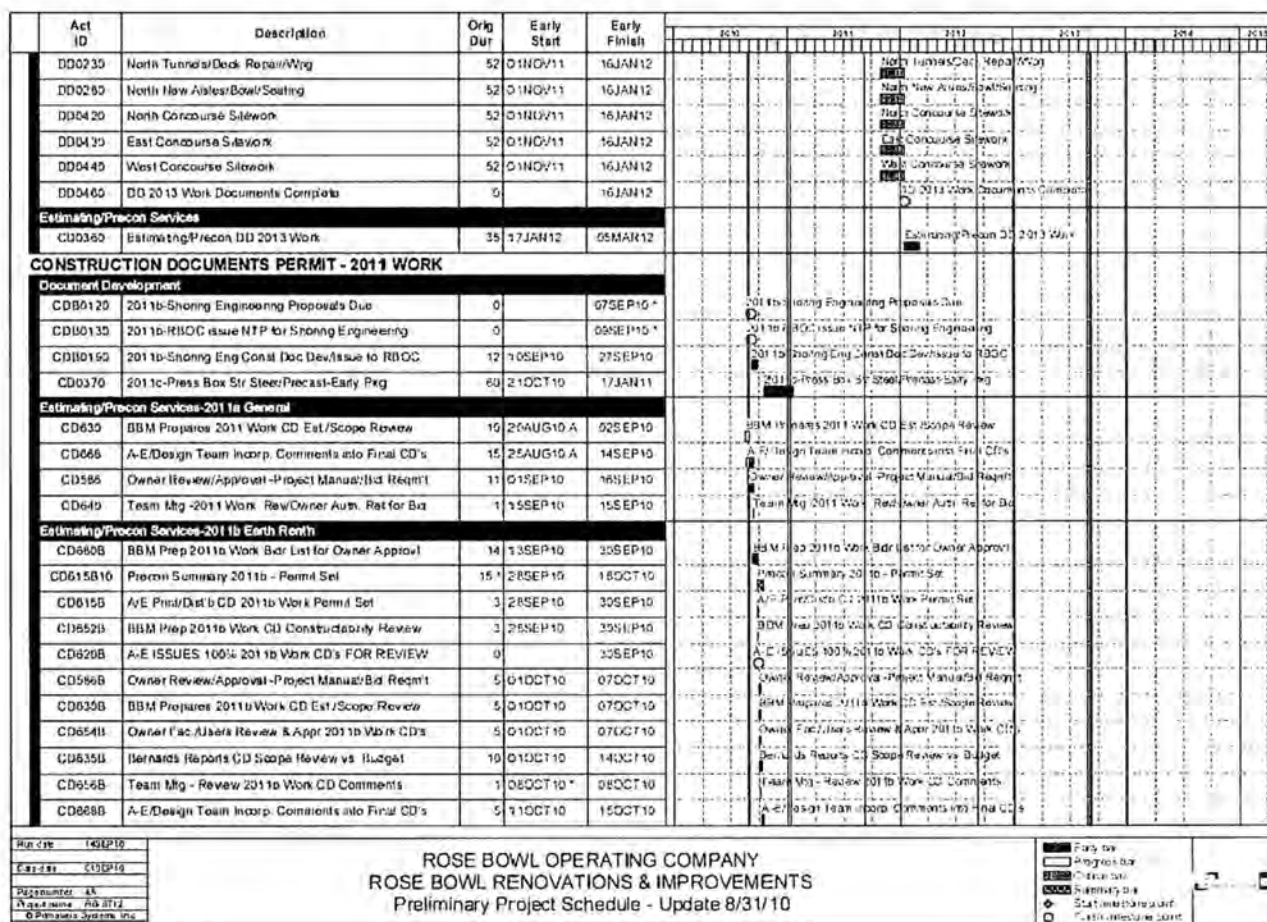
EXHIBIT J-3A: Renovation Schedule

Note: RBOC shall provide quarterly updates to schedule J-3A, accompanied by a written narrative describing progress of design and construction of the improvements described above, and including any projected adjustments in dates of substantial completion.









Act ID	Description	Orig Dur	Early Start	Early Finish	2010	2011	2012	2013	2014	2015
CD640B	Team Mtg -2011b Work Rev/Own Auth. Rel for Bid	1	18OCT10	18OCT10						
Estimating/Precon Services-2011 to Structural										
CD680C	BBM Prep 2011c Work Bidr List for Owner Approval	14	03JAN11	20JAN11						
CD648D	2011c-Estg/PreCon Sys CD 2011 PB Structl Work	20	15JAN11	14FEB11						
CD615C	A/E Plans/Distr CD 2011c Work Permit Set	3	15JAN11	20JAN11						
CD620C	A-E ISSUES 100% 2011c Work CD's FOR REVIEW	0		20JAN11						
CD656C	Owner Review/Approval-Project Manual/Bid Requir't	5	21JAN11	27JAN11						
CD652C	BBM Prep 2011c Work CD Constructability Review	5	21JAN11	27JAN11						
CD639C	BBM Prepates 2011c Work CD Est/Scope Review	10	21JAN11	03FEB11						
CD654C	Owner Fac./Users Review & Appl 2011c Work CD's	10	21JAN11	03FEB11						
CD635C	Bernards Reports CD Scope Review vs. Budget	15	21JAN11	10FEB11						
CD656C	Team Mtg - Review 2011c Work CD Comments	1	04FEB11	04FEB11						
CD668C	A/E/Design Team Incorp. Comments into Final CD's	5	07FEB11	11FEB11						
CD640C	Team Mtg -2011c Work Rev/Own Auth. Rel for Bid	1	14FEB11	14FEB11						
City/Agency Review/Approvals/Permits										
CD676	2011a-Obtain Util/Fns/Gen Bldg Permits	20	17AUG10	14SEP10						
CD686	2011a-Permits Received	0		14SEP10						
CD652D	2011b-Earth Retention Permits Rev/Approvals	30	08SEP10	08NOV10						
CD651D	2011c-Press Box Struct Work Permits Rev/Approvals	25	18JAN11	20FEB11						
CONSTRUCTION DOCUMENTS BID/CONST - 2011 WORK										
Document Development										
CD60300	South Deck Repairs, Waterproofing, Sealing	22	17AUG10	14SEP10						
CD60380	East Restroom Jligg Remodel (6)-At #1	22	17AUG10	14SEP10						
CD60110	Site Utilities Blackstone	22	17AUG10	14SEP10						
CD60240	South Tunnel	22	17AUG10	14SEP10						
CD60250	North Video Board & Advertising Panels	22	17AUG10	14SEP10						
CD60260	South Scoreboard & Advertising Panels	22	17AUG10	14SEP10						
CD60310	South Aisle/Bowl Seating	22	17AUG10	14SEP10						
CD60320	Press Box Utility Relocations/Foundations	22	17AUG10	14SEP10						
CD66860	A/E ISSUES 2011 Work CD's FOR BID/CONST	0		15SEP10						

Report: 14SEP10

Created: 01SEP10

Project: EA

Sheet: Rev 01/12

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ROSE BOWL OPERATING COMPANY

ROSE BOWL RENOVATIONS & IMPROVEMENTS

Preliminary Project Schedule - Update 8/31/10

Early Sta

Progress Bar

Critical Path

Summary Bar

Start/End Date

Total/Used/Free Time

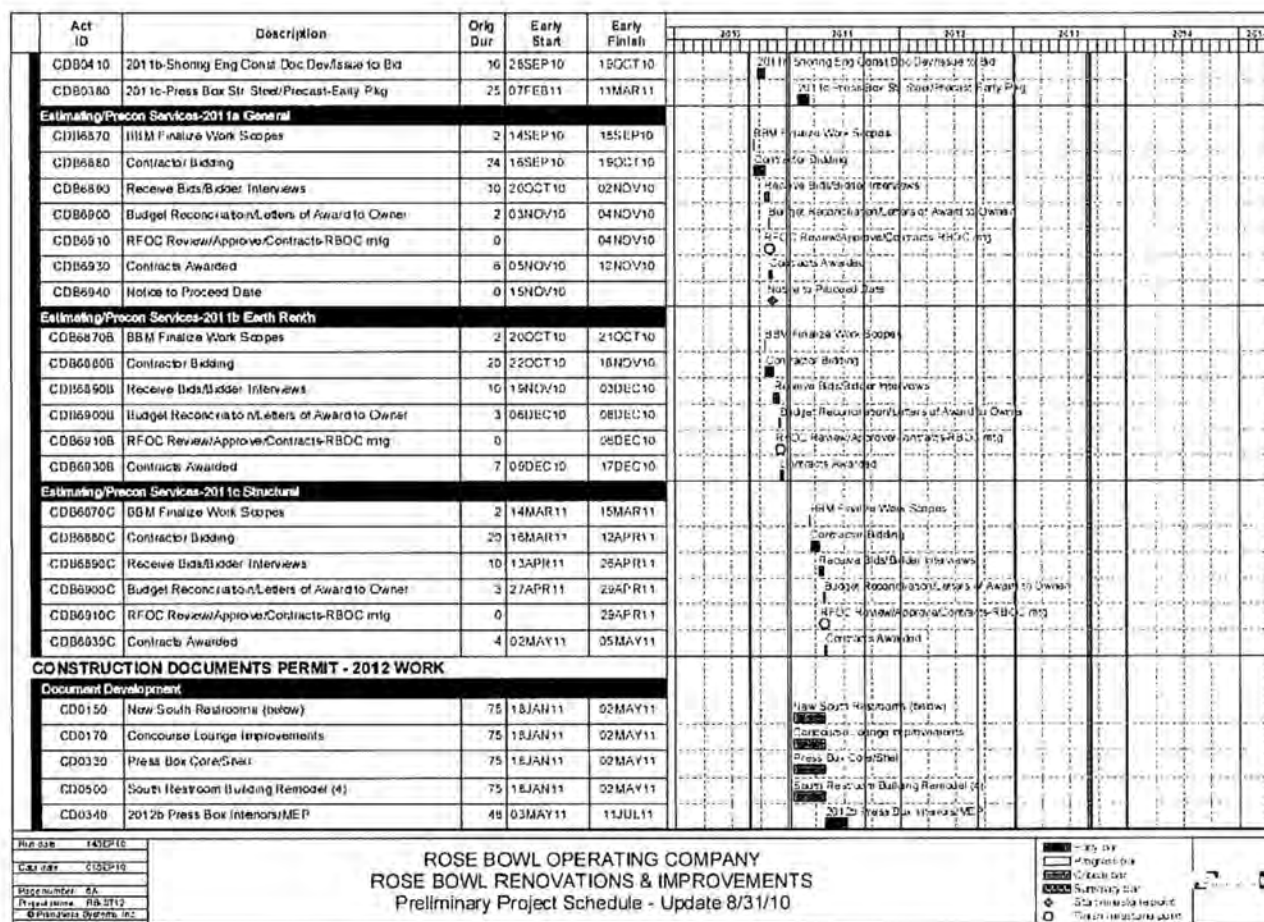
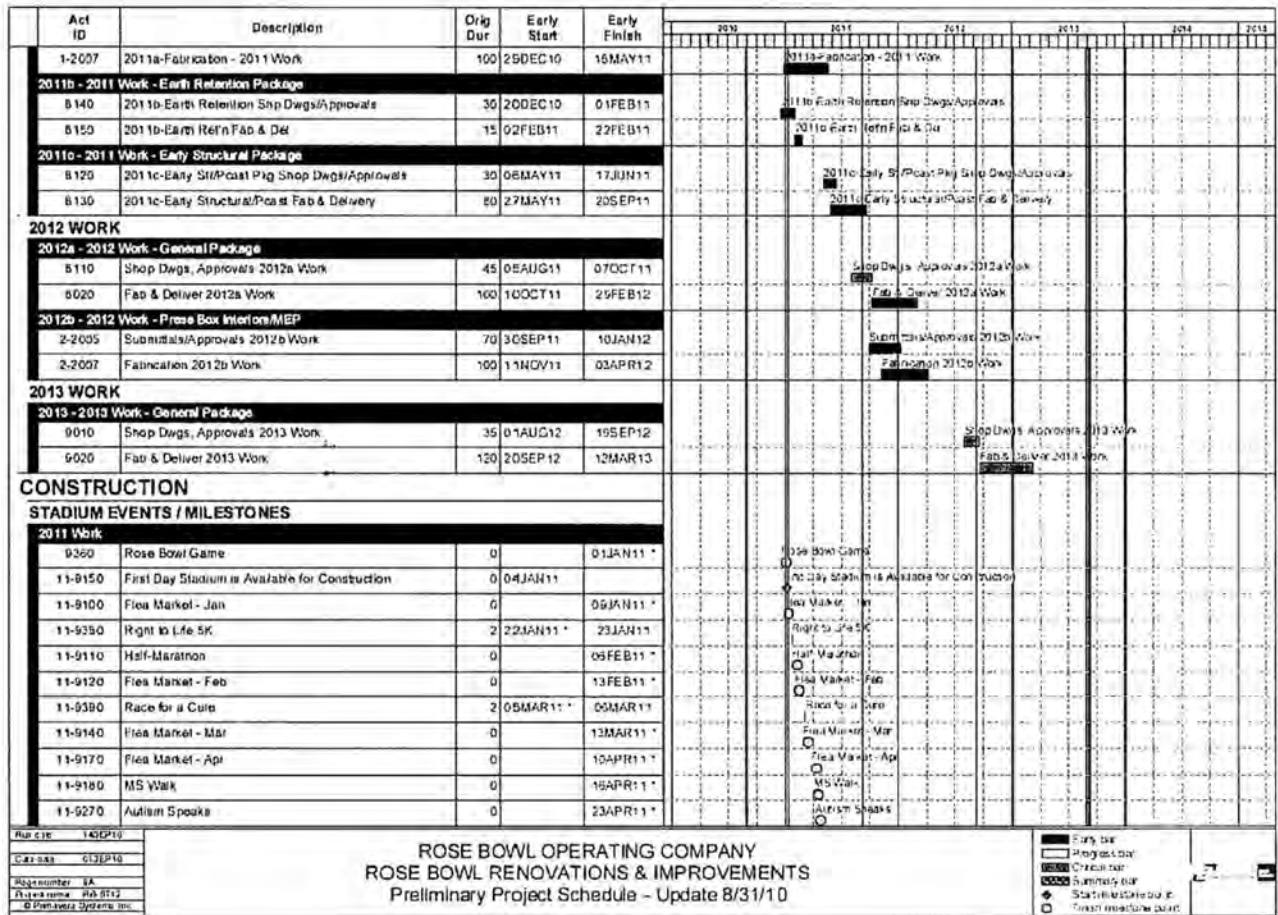
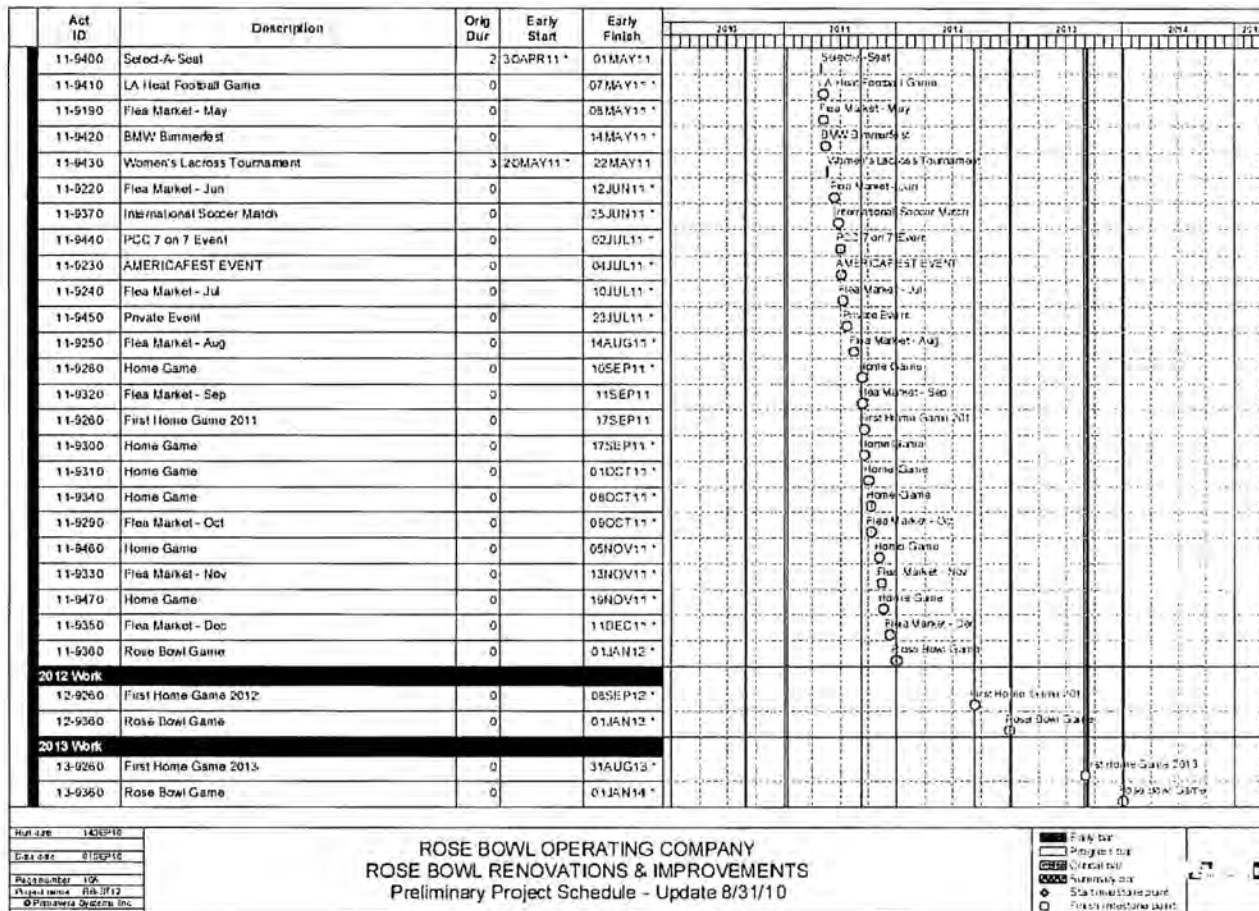
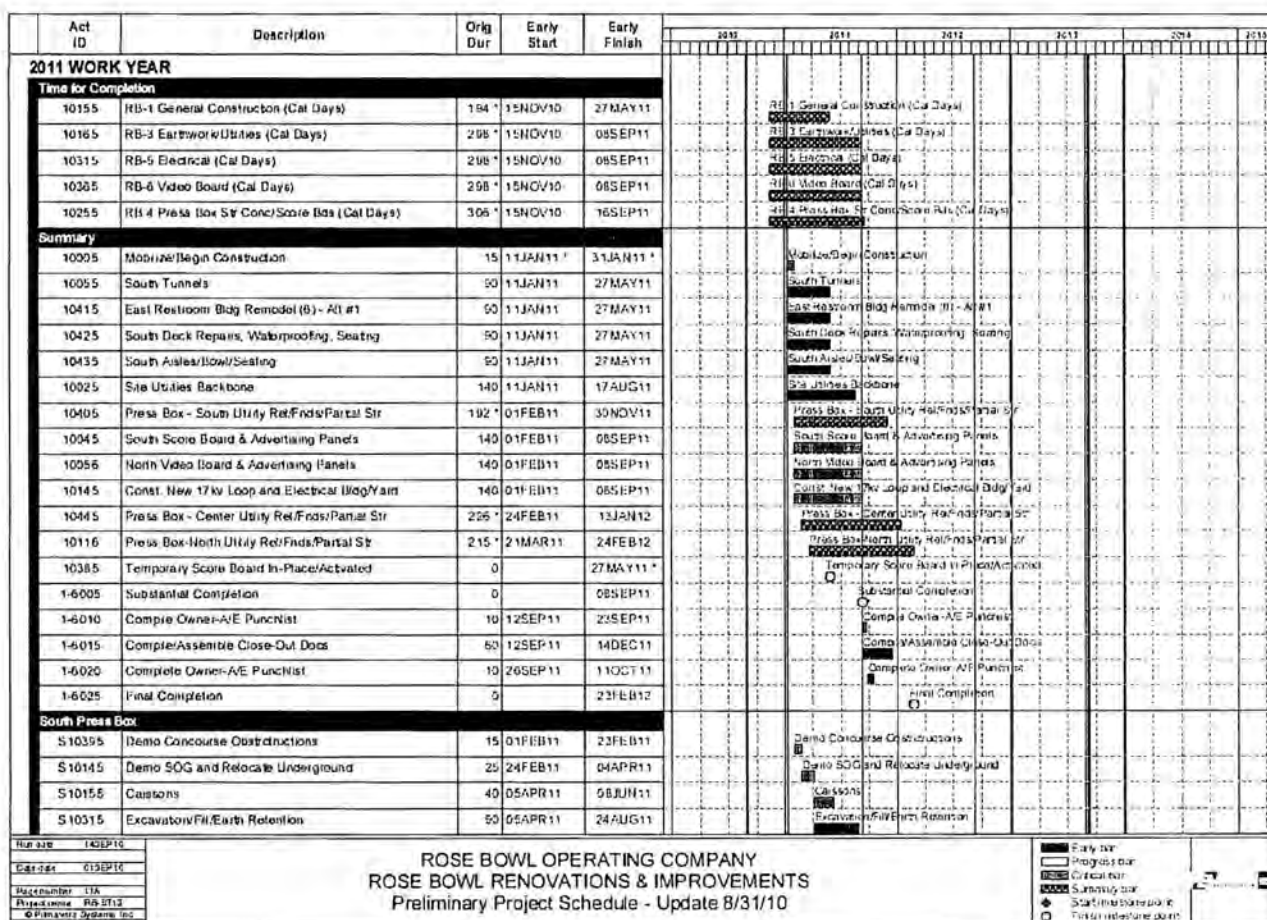


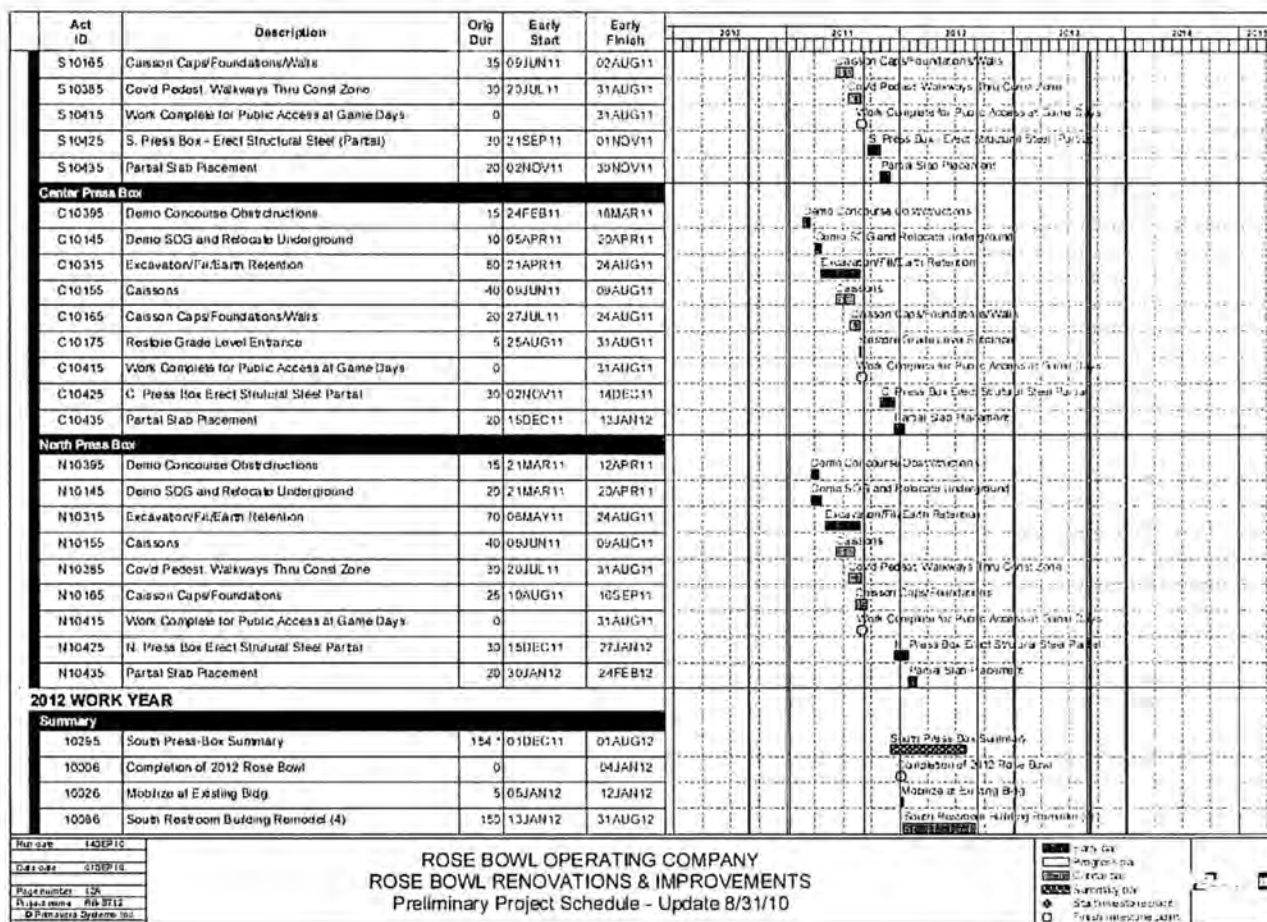
EXHIBIT J-3A

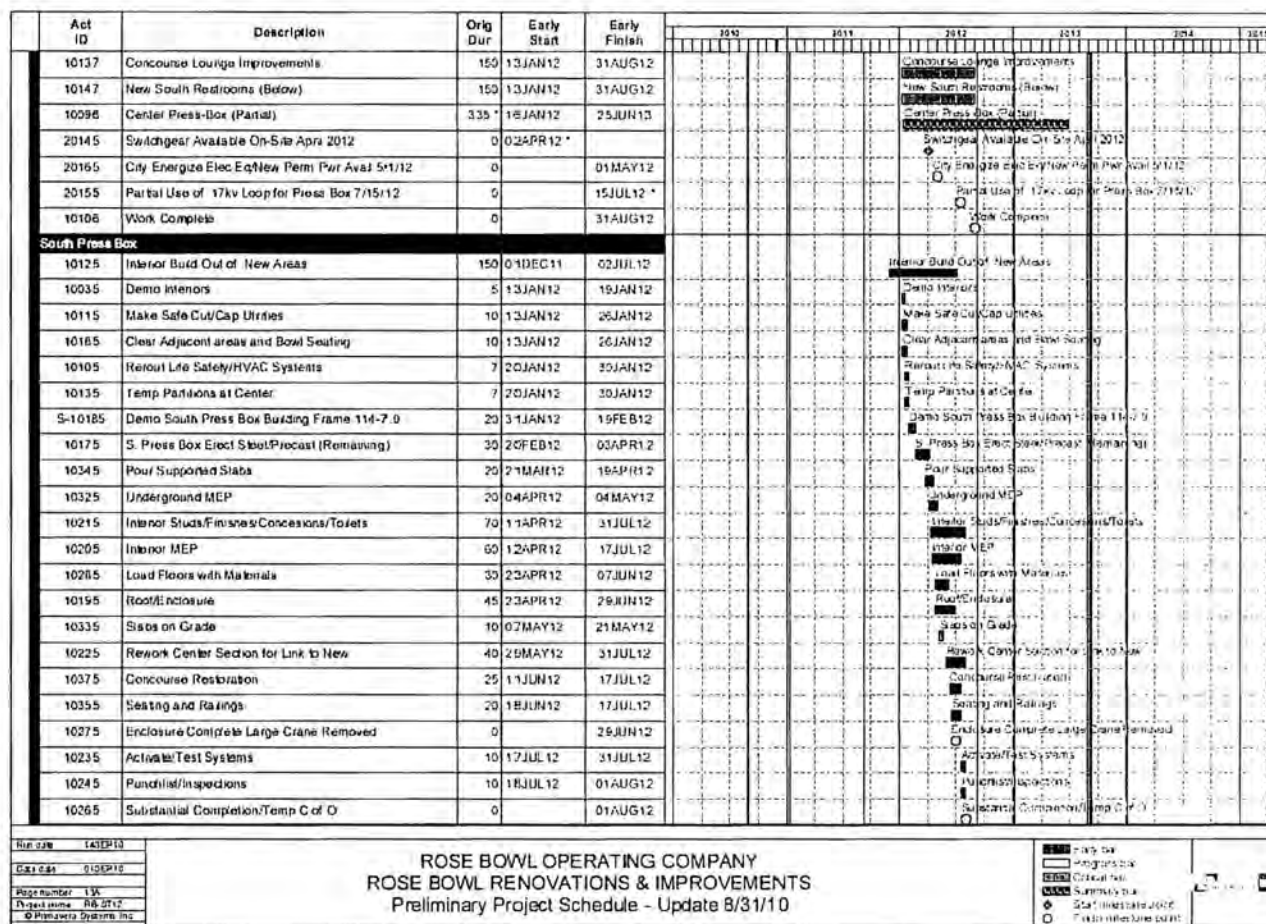
EXHIBIT J-3A



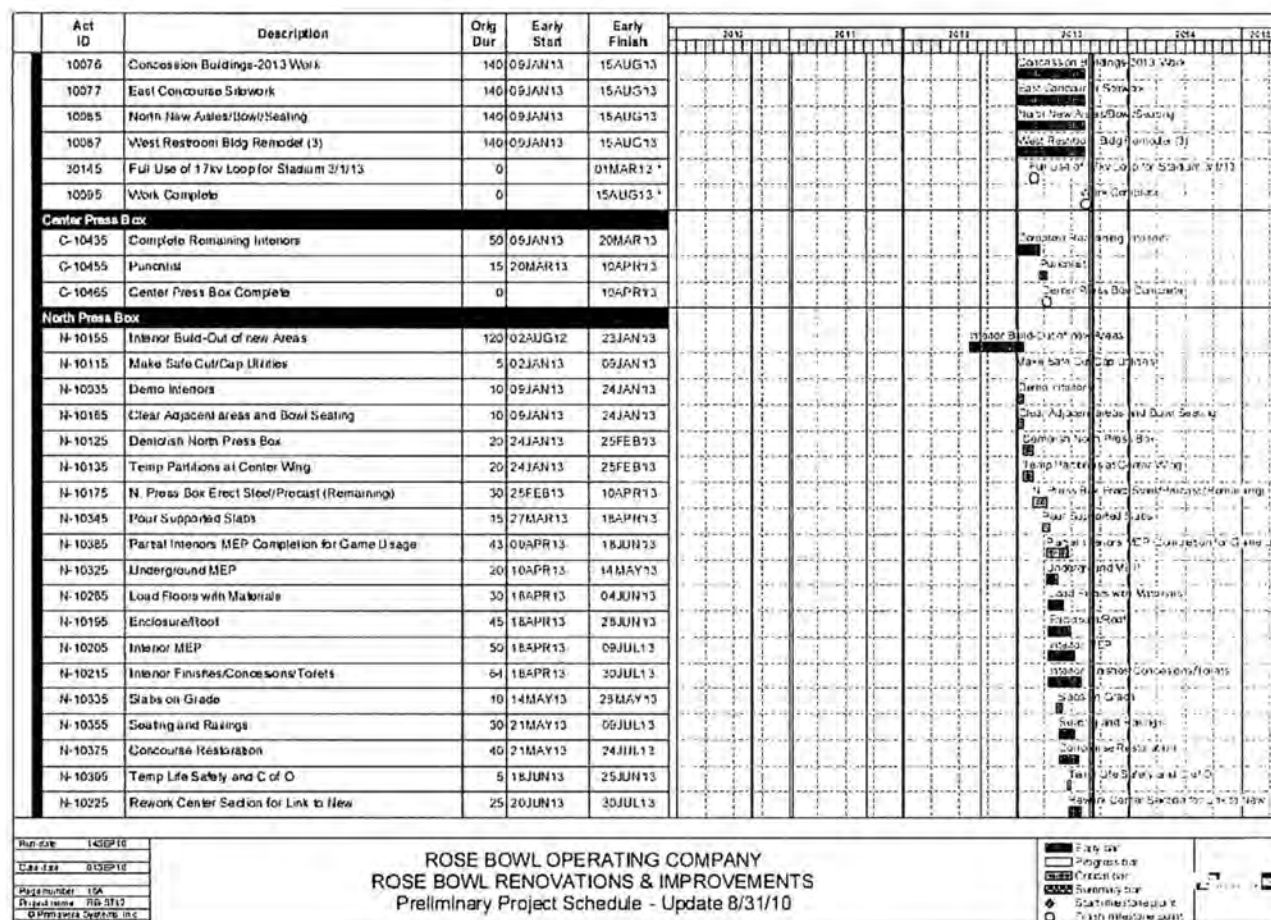








Act ID	Description	Orig Dur	Early Start	Early Finish	2010	2011	2012	2013	2014	2015
Center Press Box										
C-10415	Remaining Interior Demolition	10	13JAN12	25JAN12			Remaining Interior Demolition			
C-10445	Interior Build-Out of New Areas & Escalators	120	16JAN12	02JUL12			Interior Build-Out of New Areas & Escalators			
C-10405	Remaining Demolition	25	27JAN12	28FEB12			Remaining Demolition			
C-10175	C. Preks (Box Erect Steel/Precast) (Remaining)	25	29FEB12	28MAR12			C. Preks (Box Erect Steel/Precast) (Remaining)			
C-10325	Underground MEP	10	29MAR12	12APR12			Underground MEP			
C-10345	Pour Supported Slabs	20	29MAR12	30APR12			Pour Supported Slabs			
C-10335	Slabs on Grade	10	16APR12	30APR12			Slabs on Grade			
C-10195	Enclosure/foot	35	24APR12	15JUN12			Enclosure/foot			
C-10205	Interior MEP	55	24APR12	18JUL12			Interior MEP			
C-10285	Load Floors with Materials	30	01MAY12	18JUN12			Load Floors with Materials			
C-10275	Enclosure Complete Large Crane Removed	0		18JUN12			Enclosure Complete Large Crane Removed			
C-10375	Concourse Restoration	28	19JUN12	31JUL12			Concourse Restoration			
C-10215	Interior Finishes/Concessions/Toilets	29	19JUN12	01AUG12			Interior Finishes/Concessions/Toilets			
C-10355	Seating and Ravings	30	19JUN12	02AUG12			Seating and Ravings			
C-10235	Activate/Test Systems	12	16JUL12	01AUG12			Activate/Test Systems			
C-10245	Punchlist/Inspections	10	18JUL12	01AUG12			Punchlist/Inspections			
C-10425	Substantial Completion/Temp C of O	0		01AUG12			Substantial Completion/Temp C of O			
Punchlist/Close-Out										
2-3020	Complete Owner-A/E Punchlist	20	04SEP12	03OCT12			Complete Owner-A/E Punchlist			
2-3015	Complete/Assemble Close-Out Docs	60	04SEP12	06DEC12			Complete/Assemble Close-Out Docs			
2013 WORK YEAR										
Summary										
10016	North Press-Box	231 *	02AUG12	01AUG13			North Press-Box			
10007	Completion of 2013 Rose Bowl	0		02JAN13 *			Completion of 2013 Rose Bowl			
10027	Medize	5	02JAN13	09JAN13			Medize			
C-10365	Center Press Box (Remaining)	60 *	05JAN13	10APR13			Center Press Box (Remaining)			
10046	North Concourse Stework	140	09JAN13	15AUG13			North Concourse Stework			
10056	South Concourse Stework	140	09JAN13	15AUG13			South Concourse Stework			
10066	North Tunnel/Deck Repair/Weg	140	09JAN13	15AUG13			North Tunnel/Deck Repair/Weg			
10075	West Concourse Stework	140	09JAN13	15AUG13			West Concourse Stework			
Run Date: 14SEP10 User: J10SEP10 Page Number: 146 Project Name: RB-0712 © Primavera Systems, Inc.					ROSE BOWL OPERATING COMPANY ROSE BOWL RENOVATIONS & IMPROVEMENTS Preliminary Project Schedule - Update 8/31/10					Legend: [] Early Start [] Project Start [] Project End [] Summary Bar [] Station/Task/Point [] Finish/Release Point



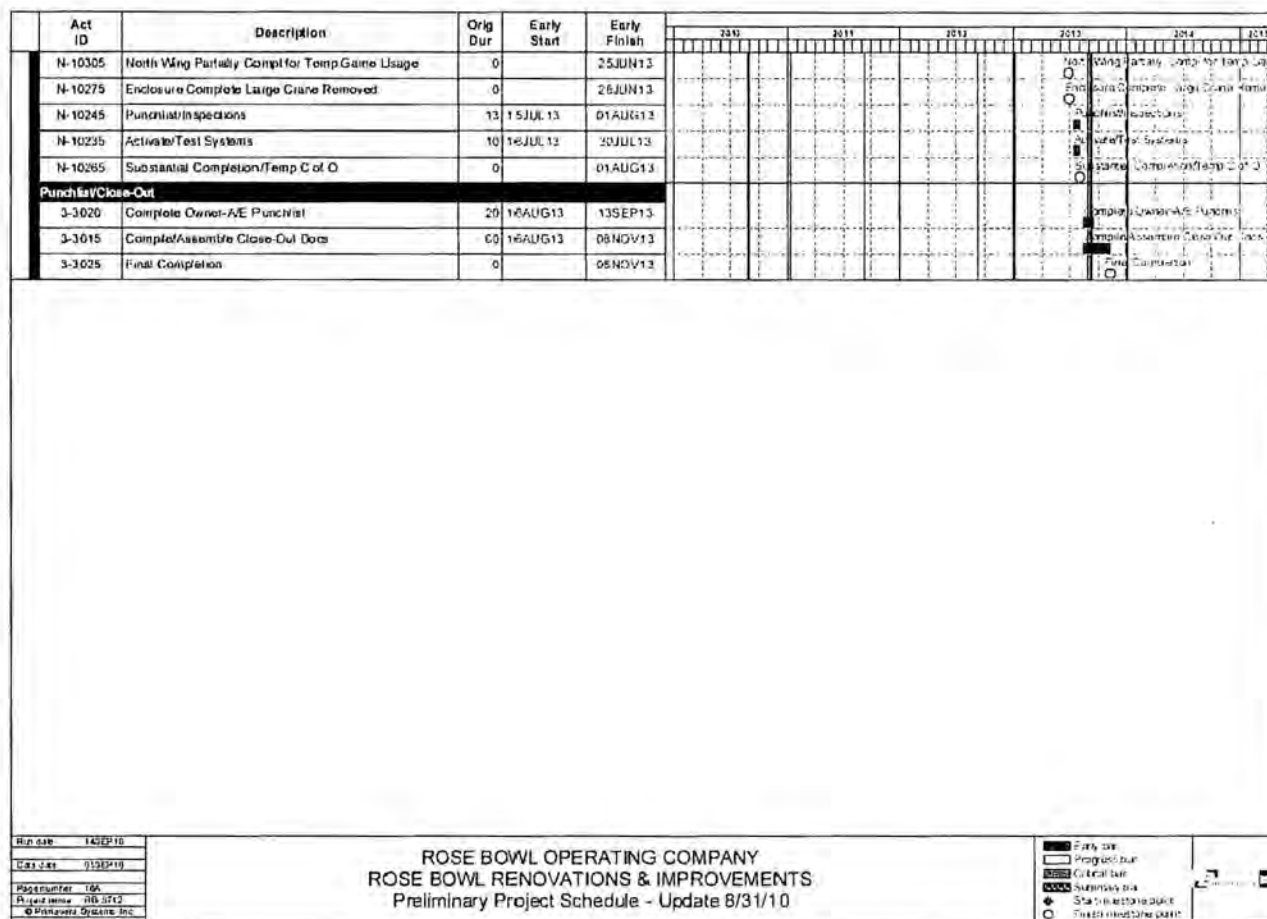


EXHIBIT J-4: Staging Areas Rose Bowl Renovation Project

Conster (on Site Staging Major Events (2011-2013))

08/31/10



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EXHIBIT J-4
-3-

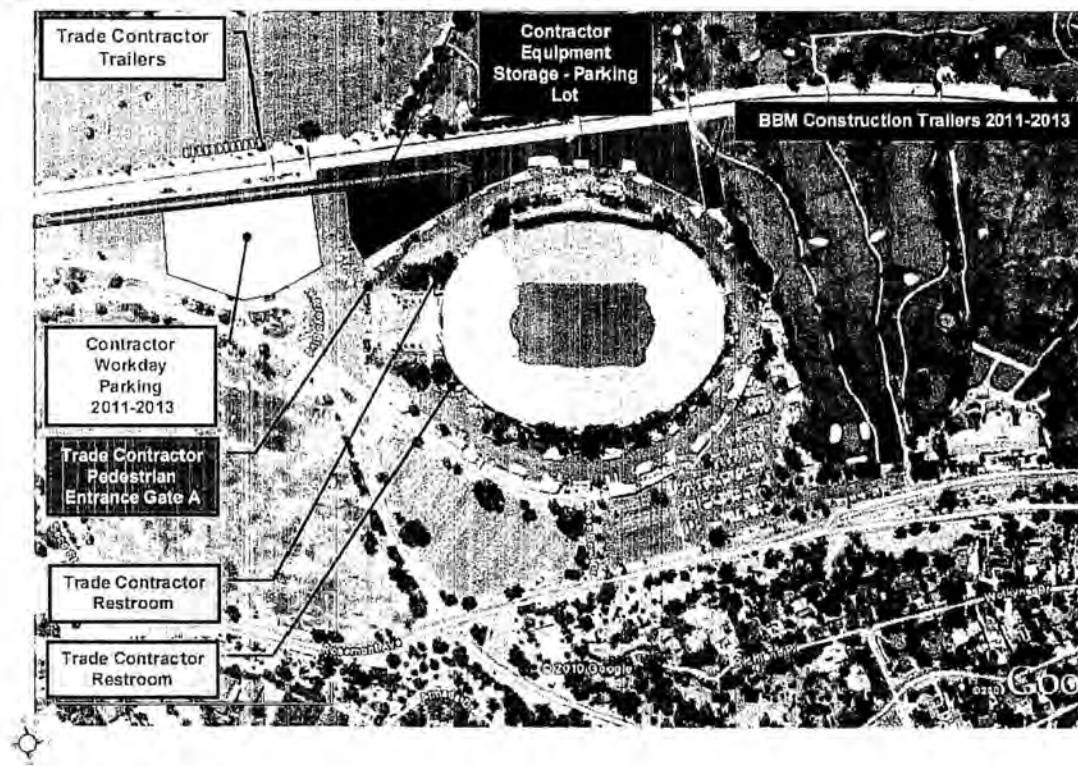


EXHIBIT K: Existing RBOC Agreements for Permanent Signage

EXHIBIT K

**EXISTING RBOC AGREEMENTS
FOR PERMANENT SIGNAGE**

**ANHEUSER-BUSCH
KING TACO
DEJA BLUE/DR. PEPPER BOTTLING CO. OF TEXAS
TORO
HONDA
STARBUCKS
ICI PAINTS
COCA COLA
FARMER JOHN**

**EXHIBIT L-1: Parking Plan
(Prior to Substantial Completion)**

PASADENA POLICE DEPARTMENT

Rose Bowl Major Event Parking Analysis

Rose Bowl Stadium

Maximum Seating Capacity	92,542
Rose Bowl Game	94,392

Arroyo Seco Parking

Maximum Parking Capacity	
* 2 Stack	21,196
* 3 Stack	22,386
* 5 Stack	24,351

Parking Lot Capacities

	2-Stack	3-Stack	5-Stack
Lot B Paved Lot	350 Spaces	N/A	N/A
150 Handicapped			
200 Marked Spaces			
Lot D Paved Lot	380 Spaces	N/A	N/A
80 Handicapped			
300 Marked Spaces			
Lot F Paved Lot	900 Spaces	N/A	N/A
100 Handicapped			
800 Unmarked Spaces			
Lot H Grass Kit	2400 Spaces	2,570 Spaces	3000 Spaces
Lot I Paved Lot	1495 Spaces	N/A	N/A
38 Handicapped			
1457 Marked Spaces			
Ball Diamonds Grass Lots	700 Spaces	750 Spaces	850 Spaces
Lot J – East Dirt Lot	150 Spaces	N/A	N/A
Lot J – West Dirt Lot	300 Spaces	N/A	N/A
Lot K Paved Lot	1500 Spaces	N/A	N/A
Lot L Paved Lot	180 Spaces	N/A	N/A
Lot M Paved Lot	100 Spaces	N/A	N/A
West Dr Dirt Lot	375 Spaces	N/A	N/A

	TOTAL	8,830	9,155	9,685
<u>Golf Course Parking</u>	<u>2-Stack</u>	<u>3-Stack</u>	<u>5-Stack</u>	
Clubhouse Lot – Paved Lot 6 Handicapped 60 Marked Spaces	66 Spaces	66 Spaces	66 Spaces	
Lot 1A	1300 Spaces	1390 Spaces	1500 Spaces	
Lot 1	1100 Spaces	1180 Spaces	1300 Spaces	
Lot 2	1300 Spaces	1390 Spaces	1500 Spaces	
Lot 3	900 Spaces	965 Spaces	1100 Spaces	
Lot 4	1400 Spaces	1500 Spaces	1700 Spaces	
Lot 5	400 Spaces	430 Spaces	500 Spaces	
Lot 6	800 Spaces	855 Spaces	950 Spaces	
Lot 7	1600 Spaces	1710 Spaces	1900 Spaces	
Lot 8	1000 Spaces	1070 Spaces	1200 Spaces	
Lot 9	1800 Spaces	1925 Spaces	2100 Spaces	
Lot 10	700 Spaces	750 Spaces	850 Spaces	
	TOTAL	12,366	13,231	14,666
ARROYO SECO PARKING TOTAL	21,196	22,386	24,351	

Ridership Guidelines

Average Ratio Persons per Vehicle 3.0

Shuttle Buses

Average Shuttle Bus Ridership 7%

- Parsons Lot Capacity 3000 Vehicles (equates to approx 9,000 people) Approx 500 spaces are lost to Old Pasadena on weekends

EXHIBIT L-1

Charter School & Tour Buses

School Bus Passenger Capacity	50 Adults
Tour Bus Passenger Capacity	40 Adults

- 100 Buses = 5,000 Passengers = 1666 Fewer Vehicles @ 3.0 Persons per
- 200 Buses = 10000 Passengers = 3333 Fewer Vehicles @ 3.0 Persons per
- 300 Buses 15,000 Passengers = 5000 Fewer Vehicles @ 3.0 Persons per
 - Example: 1000 New Years Charter Tour Buses = 40,000 Passengers which equates to almost 12,000 Fewer Vehicles

Unknown Event Variables

Shuttle Bus Ridership	Charter Bus Ridership
Number of Motor homes	Reserving Pass Lots Indefinitely for Pass Holders
Number of Limousines	Weather
Special Promotional Programs ("I'm Going to College" or "Athletics for Youth") Arriving in Charter Buses	
Displacement of Available Parking by Food Courts and Pre-Game Parties, etc.	

- Approx 1/3 of the Total Parking in Lot H is lost at UCLA games (600 to 800 spaces)

Formula for Establishing Automobile Parking Space Availability

1. Enter Projected Event Attendance	<u>89,000</u>
2. Enter Projected Shuttle Bus Ridership	<u>6,230</u>
• Subtract from Line Number 1	<u>82,770</u>
3. Enter Projected Charter Bus Ridership (Figure Based on 100 Buses)	<u>5000</u>
• Subtract from Line Number 2	<u>77,770</u>
4. Parking Spaces Required for 77,770 Total Attendance = (Divide Total Attendance by 3.0 Ratio Persons per Vehicle)	<u>25,923</u>
TOTAL PARKING SPACES REQUIRED	<u>25~23</u>

5. Subtract Projected Parking Space Displacement by Tents, Parties etc. (800 spaces equates to 2,400 persons) and Charter Buses (1 Bus equates to 1.8 Vehicles) from Stack Figures for Actual Parking Availability 980

***Refer to Stack Configuration Figures Below for Maximum Parking Capacities**

*2-Stack = 21,196

*3-Stack = 22,386

*5-Stack = 24,351

EXHIBIT L-1

-980	-980	-980
20,216	21,406	23,371

Alternatives for Overflow Parking

Remove all Rose Bowl staff parking to an off-site location (500 vehicles)

Implement S-Stack parking on all pass lots

Utilize the Rosemont Pavilion facility for additional parking (approx 70 vehicles)

Utilize streets in the immediate vicinity of the Rose Bowl and Golf Course to park all overflow traffic

- Rose Bowl Dr. between Rosemont and Arroyo
- Arroyo Bl. south of Seco to the bridge (west curb)
- Rosemont Dr. between Arroyo BE at the north and Rose Bowl Service Dr (east curb)
- West Dr. from Salvia Canyon to Washington (east side)
- Washington between West Dr and Rosemont (both sides)
- Seco between Rosemont and Arroyo (both sides)

(EQUALS APPROX 850 VEHICLES)

*Significant delays will occur for motorists during the outbound traffic operation and a potential threat to pedestrian safety exists under these conditions.

Prepared by: Event Planning Section

Revised 06/01/02

October 26, 2000

**EXHIBIT L-2: Parking Plan
(Following Substantial Completion)**

PASADENA POLICE DEPARTMENT

Rose Bowl Major Event Parking Analysis

Rose Bowl Stadium

Maximum Seating Capacity	88,989
Rose Bowl Game	88,989

Arroyo Seco Parking

Maximum Parking Capacity	
* 2 Stack	21,076
* 3 Stack	22,386
* 5 Stack	24,351

Parking Lot Capacities

	2-Stack	3-Stack	5-Stack
Lot B Paved Lot	340 Spaces	N/A	N/A
150 Handicapped			
190 Marked Spaces			
Lot D Paved Lot	325 Spaces	N/A	N/A
80 Handicapped			
245 Marked Spaces			
Lot F Paved Lot	860 Spaces	N/A	N/A
100 Handicapped			
760 Unmarked Spaces			
Lot H Grass Kit	2400 Spaces	2,570 Spaces	3000 Spaces
Lot I Paved Lot	1495 Spaces	N/A	N/A
38 Handicapped			
1457 Marked Spaces			
Ball Diamonds Grass Lots	700 Spaces	750 Spaces	850 Spaces
Lot J – East Dirt Lot	150 Spaces	N/A	N/A
Lot J – West Dirt Lot	300 Spaces	N/A	N/A
Lot K Paved Lot	1500 Spaces	N/A	N/A
Lot L Paved Lot	180 Spaces	N/A	N/A
Lot M Paved Lot	85 Spaces	N/A	N/A
West Dr Dirt Lot	375 Spaces	N/A	N/A

	TOTAL	8,710	9,155	9,685
<u>Golf Course Parking</u>	<u>2-Stack</u>	<u>3-Stack</u>	<u>5-Stack</u>	
Clubhouse Lot – Paved Lot 6 Handicapped 60 Marked Spaces	66 Spaces	66 Spaces	66 Spaces	
Lot 1A	1300 Spaces	1390 Spaces	1500 Spaces	
Lot 1	1100 Spaces	1180 Spaces	1300 Spaces	
Lot 2	1300 Spaces	1390 Spaces	1500 Spaces	
Lot 3	900 Spaces	965 Spaces	1100 Spaces	
Lot 4	1400 Spaces	1500 Spaces	1700 Spaces	
Lot 5	400 Spaces	430 Spaces	500 Spaces	
Lot 6	800 Spaces	855 Spaces	950 Spaces	
Lot 7	1600 Spaces	1710 Spaces	1900 Spaces	
Lot 8	1000 Spaces	1070 Spaces	1200 Spaces	
Lot 9	1800 Spaces	1925 Spaces	2100 Spaces	
Lot 10	700 Spaces	750 Spaces	850 Spaces	
	TOTAL	12,366	13,231	14,666
ARROYO SECO PARKING TOTAL	21,076	22,386	24,351	

Ridership Guidelines

Average Ratio Persons per Vehicle 3.0

Shuttle Buses

Average Shuttle Bus Ridership 7%

- Parsons Lot Capacity 3000 Vehicles (equates to approx 9,000 people) Approx 500 spaces are lost to Old Pasadena on weekends

EXHIBIT L-2

Charter School & Tour Buses

School Bus Passenger Capacity	50 Adults
Tour Bus Passenger Capacity	40 Adults

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Unknown Event Variables

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EXHIBIT L-2

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- Seco between Rosemont and Arroyo (both sides)

(EQUALS APPROX 850 VEHICLES)

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EXHIBIT M: Alternate Parking Plan

EXHIBIT M

-1-

EXHIBIT M

MEMORANDUM - City of Pasadena Police Department

26 January, 2004

To: File

**From: Richard Aversano, Lieutenant
SOD- Event Planning Section**

Re: Inclement weather — Plan "C"

The Pasadena Police Department is committed to the efficient management of vehicular traffic and parking at all events in and around the Rose Bowl stadium. Through years of cooperative efforts with stadium management and other city departments, the Police Department's Event Planning and Traffic section personnel have modified and improved the parking plan for these events.

The Rose Bowl parking plan utilizes a number of paved permanent parking lots together with a number of non-paved multi-use areas that are converted to parking lots for Rose Bowl events. These areas include areas "H", "3" (east and west), the Ball diamonds (located east of lot "I") and the Brookside golf course. Additionally, a Park and Ride shuttle bus operation from nearby Old Pasadena is available under contract and has been an important and successful component of the Rose Bowl traffic plan for years.

Should inclement weather close the golf course, areas "H", "J" or Ball Diamonds 2 and 3 for parking, an alternate parking plan has been established utilizing existing interior city streets as parking areas. This is referred to as Plan "C" and consists of specific details outlining post instruction for personnel working each of the numbered traffic posts.

Plan "C" utilizes the streets listed below, parked in a systematic manner as to maximize the number of vehicles that can be parked as quickly, efficiently and as close to the stadium as possible. These roadways are used to maximize the number of cars that can be parked while maintaining a single traffic lane for use by emergency vehicles and pass holders. The entire traffic operation takes place under the command of a Police Lieutenant in a helicopter, utilizing officers **at** 34 traffic posts and roving officers assigned **on police** motorcycles. The interior streets that will be parked are:

Arroyo BI
Rose Bowl Dr
Rosemont Ave
Salvia Canyon BI
Washington BI
West Dr

For most events held at the Rose Bowl the paved lots are utilized and designated as "pass lots" and are pre-sold as premium parking for the convenience of the event promoters and their

EXHIBIT M

customers. If these lots are utilized as pass lots, priority is given to the pass holder and they are directed to their designated pass parking lot. Pass holders should not be impacted by the implementation of a Plan "C". The Park and Ride shuttle bus operation mentioned earlier remains in place during a Plan "C" operation and is not impacted by street parking.

A great deal of consideration is given to the neighboring communities surrounding the Rose Bowl. All efforts will be taken not to utilize the neighborhood streets should a Plan "C" be implemented. It should be noted that an anticipated crowd of **55,000** or higher would require parking on neighborhood streets. All efforts will be made during any Plan "C" operation to restrict or limit parking in the surrounding neighborhoods. The decision to utilize a Plan "C" parking plan ultimately falls with the General Manager of the Rose Bowl and is generally made 24 to 48 hours prior to a scheduled event. Rose Bowl staff will make notification to the surrounding neighborhood associations and the event promoter.

Attached is a map indicating the direction of inbound travel, parking locations and patterns and outbound traffic routes.

**ROSE BOWL
PLAN "C" PARKING**

The plan shows the Rose Bowl area with various streets and parking lots. Key streets include Washington Blvd, Howard St, Lincoln Ave, and the 210 Freeway. The Rose Bowl and Rose Bowl Stadium are also indicated. A legend on the right side of the plan defines the symbols used: a solid line for 'STREET', a dashed line for 'DIRT', a solid line with an arrow for 'PAVED LOT', a solid line with a double arrow for 'STACK DIRECTION', and a solid line with a single arrow for 'OUTBOUND FLOW'.

STREET
DIRT
PAVED LOT
STACK DIRECTION
OUTBOUND FLOW

-4-

EXHIBIT N: Lounges

EXHIBIT N

-1-

- LEGEND
-  SIDELINE LOUNGES
 -  REMOVABLE SEATING
 -  RESTROOM FACILITIES
 -  PORTABLES

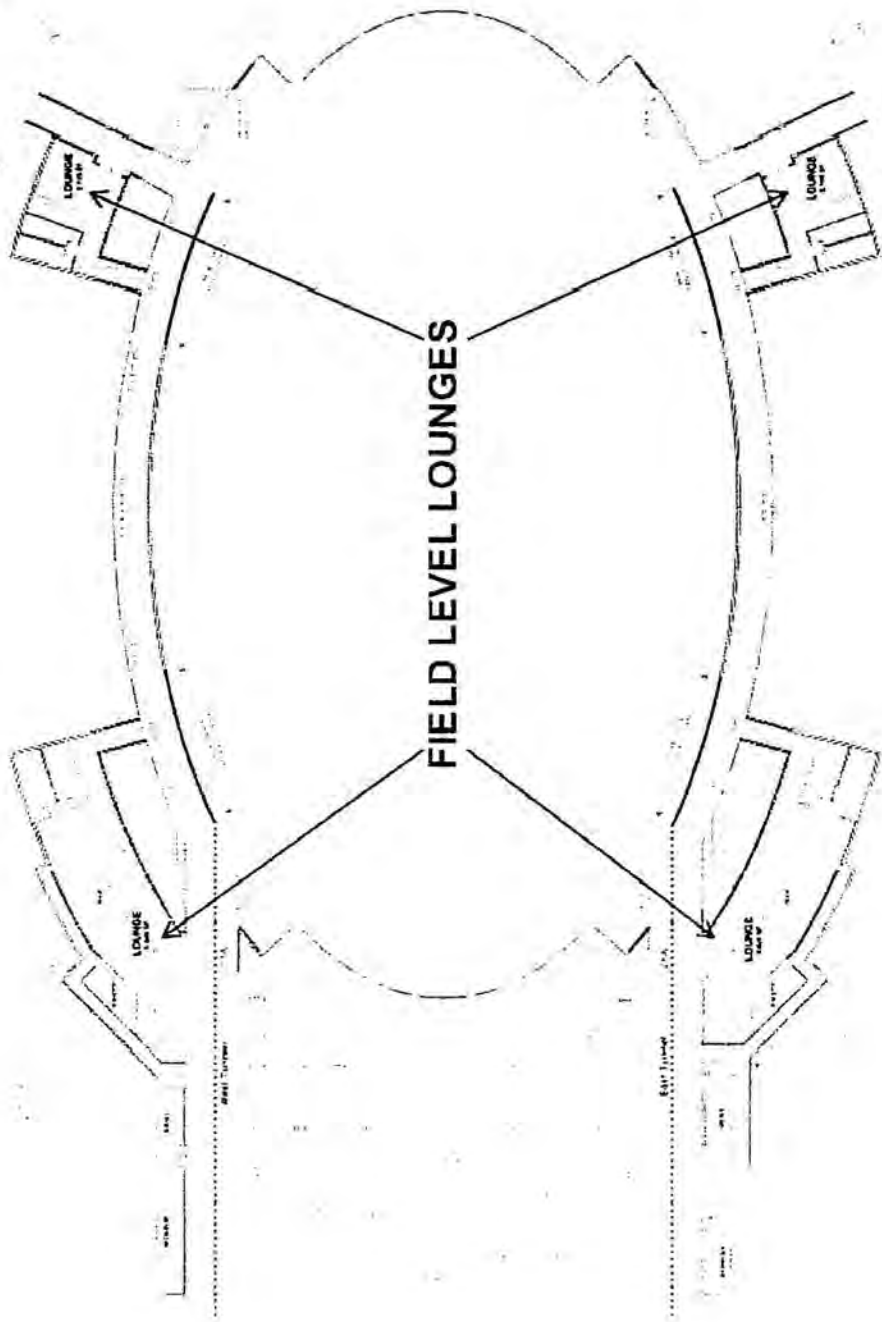


EXHIBIT N

EXHIBIT O: University of California Legacy Rights Guidelines

UCLA Policy 112: Naming of University Facilities and Organizational Units for Individuals

Issuing Officer: Administrative Vice Chancellor
Responsible Dept: Administrative Vice Chancellor's Office
Effective Date: July 1, 1998
Supersedes: UCLA Policy 830.1, dated 9/1/80

I. REFERENCES

II. STATEMENT

I. REFERENCES

1. University of California Policy on Naming University Properties, Programs, and Facilities, March, 1996:
2. UCLA Procedure 112.1, Requests to Name a Campus Facility in Honor of an Individual.

II. STATEMENT

The naming of a University facility or organizational unit for an individual is a significant honor bestowed by action of the President upon recommendation of the Chancellor. The President has full authority for naming University properties, programs, and facilities. The President has delegated partial authority to Chancellors, Laboratory Directors, and the Vice President, Agriculture and Natural Resources for namings within their jurisdiction, including streets and roads, portions of buildings, small outdoor areas, and other minor properties, and single-campus programs. Currently, the President retains the authority for naming University land reserves, buildings, major centers of activities, and other highly visible properties, and major or multi-campus programs or facilities.

A. Naming in Honor of an Individual, No Gift Involved

1. Facilities and organizational units may be named for: (a) emeriti as well as deceased members of the University faculty; and (b) for past members of the administration, and of the University community, but individuals will not ordinarily be considered for this honor until at least one year following final, as opposed to phased, retirement from University service (without reference to recall), or death; nor while the individual is still involved with the University in a decision-making capacity. There should be an appropriate relationship between the use of a facility or function of an organizational unit and the person for whom it is named.
2. The campus uses the same criteria as outlined in the UCOP Policy which states that a proposed honoree shall have achieved distinction in one or more of the following ways:
 - a. While serving the University in an academic capacity, demonstrated such high scholarly distinction as to have earned a national or international reputation in the individual's field(s) of specialization;
 - b. While serving the University in an important administrative capacity, rendered distinguished service to the University warranting recognition of the individual's exceptional contributions to the welfare of the University; or
 - c. Although not having served the University as an academician or administrator, contributed in truly exceptional ways to the welfare of the institution or achieved such unique distinction as to warrant recognition.

B. Naming in Recognition of a Gift

1. Facilities and organizational units may also be named for an individual or for a person whose name is proposed by a donor, when his/her contributions make possible significant additions to University facilities or operations. No commitment for naming shall be made prior to Presidential approval of the proposed name.
2. The campus uses the same criteria as outlined in the UCOP policy which states that consideration for approval of the naming shall be given to:
 - a. The significance of the proposed gift as it relates to the realization and/or success of the project or to the enhancement of the project's usefulness to the University;
 - b. The urgency of need for the project or for support funds for the project;
 - c. The eminence of the individual whose name is proposed; and
 - d. The individual's relationship to the University.
3. The gift shall be in an amount which will either fund the total cost of the project to be named or provide funding for that portion of the total cost which would not have been available from another source (such as federal or state loans or appropriations, student fees, bond issues), the latter to constitute a significant portion of the total cost of the project to be named, as determined on the merits of each individual case.

Issuing Officer

/s/ Peter W. Blackman

Administrative Vice Chancellor

Questions concerning this policy or procedure should be referred to
the Responsible Department listed at the top of this document.

EXHIBIT P: Categories of Sources of Funds

The contemplated sources of funds for the Renovations include without limitation the following categories of revenue:

RBOC Retained Earnings
RBOC Revenues Received Prior to Substantial Completion (Including ISP Fees)
Public Arts Fee
Construction Tax
BCS Proceeds 2006/2010
Brick Pavers
Concessionaire Investment/Equipment
TOR Capital Maintenance Fee 2012/2013
Interest Earnings
Bond Proceeds

EXHIBIT Q: Certification of Agency

CERTIFICATION OF AGENCY

City of Pasadena

The undersigned, being a duly authorized officer of the City of Pasadena, County of Los Angeles, State of California, acting in my official capacity of City Manager, hereby certifies as follows:

1. The Rose Bowl Operating Company is a California not-for-profit public benefit corporation, organized and incorporated pursuant to Title 2, Article IV of the Municipal Code of the City of Pasadena.
2. The Rose Bowl Operating Company is the agent of the City in respect to the subject matter of that certain Restated Rose Bowl Agreement, by and between the Rose Bowl Operating Company, as agent for the City of Pasadena, and The Regents of the University of California, on behalf of its Los Angeles Campus, and the City of Pasadena is legally bound by the obligations and undertakings of RBOC therein.

Dated: November __, 2010

Michael Beck

City Manager

Exhibit B

AMENDMENT NO. 1 NO

TO

**RESTATED
ROSE BOWL AGREEMENT NO. 20,501**

BETWEEN

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, ON BEHALF OF ITS
LOS ANGELES CAMPUS**

-AND-

ROSE BOWL OPERATING COMPANY

As Agent For

THE CITY OF PASADENA

AMENDMENT NO. 1 TO RESTATED ROSE BOWL AGREEMENT

This Amendment No. 1 (this "Amendment") to Restated Rose Bowl Agreement (the "Agreement"), dated December 17, 2013, is entered into between the Rose Bowl Operating Company ("RBOC") as agent for the City of Pasadena, a municipal corporation ("City"), and The Regents of the University of California, a California public corporation ("Lessee"), on behalf of its Los Angeles Campus ("UCLA").

W I T N E S S E T H

WHEREAS, City is the owner of certain real property in the Brookside Park area of City, including the Rose Bowl Stadium (the "Stadium"), specific related facilities and specific adjacent areas (collectively, the "Rose Bowl");

WHEREAS, RBOC has been delegated the day-to-day authority for management of the Rose Bowl;

WHEREAS, RBOC and Lessee are parties to that certain Restated Rose Bowl Agreement No. 20,501, pursuant to which RBOC granted Lessee the right to lease the Rose Bowl on the conditions and for the consideration set forth therein;

WHEREAS, in connection with certain delays in the on-going renovations of the Rose Bowl as described in the Agreement, RBOC and Lessee desire to amend the Agreement in order to provide for the acceleration of certain financial terms and adjustments effective July 1, 2013 that would have been triggered upon Substantial Completion, under the Agreement, and on the terms and conditions set forth herein; and

WHEREAS, Lessee is familiar with the scope of the Project and the remaining elements to be completed by RBOC.

NOW, THEREFORE, RBOC and Lessee agree to the above recitals and, intending to be legally bound, agree as follows:

1. DEFINITIONS. All initially capitalized terms not otherwise defined in this Amendment shall have the meanings given to them in the Agreement.

The following terms shall amend any previous definition provided in the Agreement.

a. "Added Items" shall refer to (i) the construction of a restroom adjacent to tunnel 13/14 of the Stadium, and (ii) the removal and relocation of the existing concession stand located adjacent to tunnels 15/15A and the installation of a new permanent or temporary concession stand, at the RBOC's sole discretion, provided that such new stand shall adhere to the standards described in Section 4.b.v of the Amendment, and as such items are generally depicted on Exhibit A of the Amendment.

b. "Contract Year" shall refer to the year commencing July 1 and ending the following June 30. For example, the 2013 Contract Year shall refer to the one year period commencing on July 1, 2013 and ending on June 30, 2014.

c. "Excluded Costs" shall refer to only the following items in the Press Box: pre-game cleaning costs, food and beverage expenses, elevator technicians, plumbers and electricians' expenses, tent rental expenses, and cost of chairs, uniforms, umbrellas, heaters and trash cans.

d. "Press Box" shall mean the press box of the Stadium, including all areas of Premium Seating located in or adjacent to the Press Box.

e. "TRA" shall mean the Tournament of Roses Association.

f. "UCLA Fan Base" shall mean football (whether combined with basketball or not) season ticketholders (current and past), basketball only season ticket holders and single game ticket purchasers of football and basketball, and athletic department donors, including, without limitation, Wooden Athletic Fund members.

2. TERM

The Term of the Agreement shall expire on June 30, 2044.

3. ACCELERATION OF FINANCIAL AND OTHER TERMS BASED UPON SUBSTANTIAL COMPLETION; COMPLETION OF RENOVATIONS

a. **Financial and Other Terms Accelerated.** Effective as of July 1, 2013, all financial terms and conditions and other adjustments contained in the Agreement that, under the terms of the Agreement, would be triggered upon Substantial Completion of the Renovations shall be deemed to be triggered and all financial terms and conditions and other adjustments tied to Substantial Completion shall be implemented effective as of July 1, 2013, subject to the terms and conditions contained in this Amendment.

b. **Substantial Completion.** Notwithstanding Section 3.a. above, RBOC shall remain obligated to achieve Substantial Completion of the Renovations, subject to the terms and conditions contained in the Agreement.

4. TIMELINE FOR SUBSTANTIAL COMPLETION OF CERTAIN PROJECT ELEMENTS; RENT CREDITS; ADDED ITEMS. Substantial Completion of the following Project elements shall be completed as described below or Lessee shall be entitled to the consideration as further described below.

a. The following elements of the Renovations are to be Substantially Completed prior to first Home Game of the 2015 football season or Lessee shall receive a credit of \$850,000 for the full 2015 season against the Rental Consideration for the Contract Year in which the 2015 season occurs and \$850,000 for each subsequent football season until all of the following elements are Substantially Completed:

i. Completion of the field wall and historic hedge restoration at the East and West sidelines.

ii. Construct two new public restrooms adjacent to tunnels 23A and 28A, which will total approximately sixteen (16) women's fixtures and sixteen (16) men's fixtures.

iii. Modify existing tunnels 7A and 15A so that each can be used as a field level exit route.

iv. Reconfigure maintenance work areas under the South end of the Stadium to accommodate new restroom structures.

v. Construct new bioswale.

b. The following elements of the Renovations are to be Substantially Completed prior to first Home Game of the 2018 football season or Lessee shall receive a credit of \$100,000 for the full 2018 season, and \$100,000 for each subsequent football season until the following items are Substantially Completed, against the Rental Consideration for the Contract Year in which the 2018 season occurs (unless the provisions of Section 4.a. above are in effect in which case there will be no credit pursuant to this Section 4.b) until all of the following elements are Substantially Completed:

i. Upgrade eight (8) Stadium entry gates by adding new Stadium signage and sponsorship opportunities on the entry gates.

ii. Expand the concourse area of the Stadium between gates D and F (counter-clockwise) by expanding the perimeter fence line of the Stadium in such area to improve pedestrian traffic flow.

iii. As necessary, transfer existing utility structures to be serviced by a new 17kv service and utility backbone for Stadium.

iv. Install new fencing and gates at the service yard and storage area at the North side of the Stadium.

v. Upgrade forty-six (46) temporary concession stands at the Stadium such that such temporary concession stands shall be at standards substantially consistent with the temporary merchandise concession stands used at the TRA Rose Bowl Game, or as reasonably acceptable to UCLA, and such stands shall be finished with a unified neutral appearance (size and shape) along with stand identification/branding consistent with new Stadium signage color and fonts. No other concession stands shall be installed or upgraded as a required part of the Renovations.

For the avoidance of doubt, the credits to the Rental Consideration described above shall be for the full season. In the event that Substantial Completion of all of the elements described above for either season is completed during the season, then the amount of the credit shall be pro-rated accordingly. For example, if the elements described in Section 4.a. above are Substantially Completed halfway through the 2015 season then the credit shall be \$425,000. In the event that the credit exceeds the Rental Consideration due for the applicable Contract Year and the Gross Receipts from the actual sale of Premium Seating sold within such Contract Year exceeds

seventy percent (70%) of the Gross Receipts which would have been received if RBOC sold one hundred percent (100%) of all Premium Seating in such Contract Year, then RBOC shall pay the amount not credited against Rental Consideration on March 1 of the year following the applicable season.

c. **Added Items**

In a separate agreement and for separate consideration, the RBOC has agreed with the TRA to construct the Added Items without modifying the definitions of Substantial Completion or Renovations. RBOC and Lessee agree that RBOC may construct the Added Items prior to constructing any of the Secondary Renovations and prior to Substantial Completion. For purposes of reassurances to Lessee, the RBOC agrees that the Added Items shall be completed in a good and workmanlike manner, and RBOC shall insert into the Added Items construction contracts provisions (i) making Lessee a third party beneficiary of said contracts with respect to the applicable insurance and indemnity provisions required in the Agreement, (ii) requiring Added Items contractors to make Lessee an additional insured under all insurance policies required to be provided in said contracts, with insurance coverage substantially equal to that provided to the RBOC under said contracts, with such modifications as may be appropriate to take into account the different roles of RBOC and Lessee, and (iii) require said contractors to make Lessee an additional indemnitee under all said contracts, with indemnification provisions substantially equal to those provided to RBOC under said contracts, with such modifications as may be appropriate to take into account the different roles of RBOC and Lessee.

5. TICKETS IN THE PRESS BOX

As described in Section 3.a of this Amendment, effective July 1, 2013, Lessee shall provide tickets to the Press Box to RBOC free of charge and further in accordance with the provisions of Section 17.c.iii of the Agreement.

6. LOUNGE MEMBERSHIPS AND REVENUE SHARING. Section 21.c. of the Agreement is hereby amended with regard to the following, with all other provisions of Section 21.c. remaining in effect:

a. Commencing in the 2013 Contract Year, all Net Revenue from the sale and lease of all Lounge Memberships in the Horizon Level Lounge shall be paid to RBOC on or before the date of the first Home Game in each Contract Year and any remaining balance due (for example, for sales and leases after the date of the first Home Game) shall be made on or before the following February 1. For purposes of this Section 6.a, "Net Revenue" shall be defined as Gross Receipts attributable to the sale or lease of Lounge Memberships in the Horizon Level Lounge for UCLA Home Games, less seven percent (7%) to be retained by UCLA for Lessee's direct and indirect expenses actually paid by Lessee relating to its obligations to market, sell and manage the sales effort as described in Section 21.b of the Agreement.

b. Commencing in the 2013 Contract Year, Lessee's Rental Consideration shall be reduced by an amount equal to Twelve Percent (12%) of the Net Revenues received from the sale and lease of all Premium Seating at UCLA Home Games ("Net Revenue from Premium Seating Sales"), including the Net Revenue generated under Section 6.a above (the

amount of the reduction shall be referred to as the "Rent Abatement"). The amount of the Rent Abatement shall be subject to the terms and conditions described in Section 21.c.iii regarding the payment of Debt Service, except that Lessee shall be entitled to the first \$250,000 of Rent Abatement, plus an annual increase of Three Percent (3%), for each subsequent Contract Year. The amount of the Rent Abatement calculated prior to the date of Lessee's first rental payment of each Calendar Year shall be credited against the first payment. The balance of the Rent Abatement, calculated after such date, shall be determined and settled at the end of the football season and credited against the last rental payment of the Contract Year. For purposes of this Section 6.b, Net Revenue from Premium Seating Sales shall be calculated as Gross Receipts from the sale and lease of Premium Seating for Home Games less commissions. In order to calculate Net Revenue from Premium Seating Sales, to the extent Premium Seating is sold as a combined package with the TRA Rose Bowl Game, Sixty Percent (60%) of such amount (Gross Receipts less commissions) shall be attributable to Lessee's Home Games.

c. During UCLA Home Games, the operation of the Horizon Level Lounge shall be subject to the following terms:

i. Appropriate UCLA branded elements shall be located in the Horizon Level Lounge as reasonably approved by Lessee.

ii. Operating hours shall commence ninety (90) minutes before the scheduled start time of the game and concluding sixty (60) minutes after the conclusion of the game, except hospitality functions may begin earlier upon the mutual agreement of Lessee and RBOC.

iii. Membership/entry pricing for the 2013 and 2014 seasons shall be set at an introductory price of \$50 per game when purchased on a full season basis, or \$60 per game when purchased on an individual game basis. Future season pricing will be determined by the mutual agreement of the parties and based upon demand. If the parties are unable to agree on pricing for a particular season, then the price for the memberships shall increase at a rate of six percent (6%) every three (3) years. Lessee shall continue to be responsible for the sale and marketing of Lounge Memberships in the Horizon Level Lounge as described in Section 21.b of the Agreement, provided that, in the event that paid entries are less than a per game average of seven hundred (700) each Contract Year (the "Minimum Threshold"), then RBOC shall have the right to sell entries to the Horizon Level Lounge in cooperation with Lessee's efforts, and the parties shall cooperate reasonably to increase paid entries. Once paid entries to the Horizon Level Lounge exceed the Minimum Threshold then Lessee shall have the exclusive right to sell as described in Section 21.b of the Agreement, for so long as the Minimum Threshold is achieved each Contract Year.

iv. RBOC shall provide complimentary snacks and/or beverages in the Horizon Level Lounge, which shall be capped at a direct cost or trade-out value of \$5.00 per person increasing by two percent (2%) per year. Consumption of complimentary beverages and snacks shall be limited to the Horizon Level Lounge. RBOC may provide concessions for sale at the Horizon Level Lounge, which items may be removed from the

Horizon Level Lounge, except for alcoholic beverages which must be consumed at the Horizon Level Lounge.

v. RBOC shall have the right to market the Premium Seating to persons at the Horizon Level Lounge, which shall include, without limitation, the right to distribute written materials and marketing information and to provide such persons with tours of the Premium Seating.

7. COMPLIMENTARY TICKETS; UNPAID ADMISSIONS AND PRESS BOX EXPENSES

a. Lessee shall receive one hundred (100) complimentary admissions to the Horizon Level Lounge at each Home Game for use only by Lessee's guests or employees. Lessee shall not sell or package any of the admissions for sale, and shall not provide the complimentary admissions to any person in a manner that is reasonably likely to discourage such person from purchasing Premium Seating or paid entries to the Horizon Level Lounge. Lessee will use reasonable efforts to ensure that no more than twenty-five (25) non-employee guests will have complimentary admission to the Horizon Level Lounge and/or the North End Media Area (described in Section 7.c below) and/or the Club Seats (described in Section 7.e below), individually or combined, for more than one Home Game per regular season. In the event that Lessee wishes to exceed the twenty-five (25) guest limit described in the preceding sentence, Lessee must receive the prior written consent, not to be unreasonably withheld, of the RBOC General Manager. For purposes of this Section 7, Lessee shall maintain a list of the names only of all non-employee guests of Lessee who received complimentary admissions to the Horizon Level Lounge, the North End Media Area and the Club Seats located in front of the Luxury Suites for each Home Game. RBOC may inspect that list two (2) times per football season to confirm that no more than twenty-five (25) non-employee guests were granted complimentary admission to the Horizon Level Lounge, the North End Media Area and/or the Club Seats, individually or combined, for more than one Home Game per regular season.

b. RBOC shall receive fifty (50) complimentary admissions to the Horizon Level Lounge at each Home Game for its guests. RBOC shall provide Lessee with a list of the names only of all non-employee guests of RBOC who received complimentary admissions to the Horizon Level Lounge for each Home Game at least two (2) times per football season.

c. Lessee shall no longer be provided with the Luxury Suite provided for in the Agreement for developmental purposes (Suite E8). Lessee shall be provided exclusive access to the North End Media Area in the Press Box (as depicted on Exhibit C-2) for its developmental purposes for up to one hundred fifty (150) people for each Home Game during the regular season, subject to RBOC's rights pursuant to Section 8.d. of this Amendment. RBOC shall provide complimentary catering services (food, beverages and set-up) reasonably equivalent to the catering services it provides to the holders of Club Seats. Lessee shall not sell or package any of the admissions for sale, and shall not provide the complimentary admissions to any person in a manner that is reasonably likely to discourage such person from purchasing Premium Seating or paid entries to the Horizon Level Lounge.

d. Beginning in the 2013 Contract Year, Lessee shall be provided a suite, as determined by RBOC, on the E or F Level of the Press Box in lieu of Booth G120. Booth G120 or a suitable replacement on the G Level of the Press Box as determined by RBOC will be made available for use by Lessee only for its operational purposes at Home Games.

e. Any Club Seats located in front of the Luxury Suites assigned to Lessee under the Agreement, except for the Luxury Suite provided to the visiting school's athletic director (Suite E32), will be provided to Lessee for Home Games during the regular season at no additional cost. Lessee shall not sell or package any of the Club Seats for sale, and shall not provide the Club Seats to any person in a manner that is reasonably likely to discourage such person from purchasing Premium Seating or paid entries to the Horizon Level Lounge. Lessee will use reasonable efforts to ensure that no more than twenty-five (25) non-employee guests will have use of the Club Seats when combined with the complimentary admissions described in Section 7.a and 7.c. above for more than one Home Game per regular season, except for any Club Seats located in front of the Luxury Suite designated for Lessee's Head Football Coach, which shall not be subject to this limitation. In the event that Lessee wishes to exceed the twenty-five (25) guest limit described in the preceding sentence, Lessee must receive the prior written consent, not to be unreasonably withheld, of the RBOC General Manager. Lessee acknowledges and agrees that this Section 6.e does not impose any obligation on RBOC to construct or install any Club Seats in front of any Luxury Suites.

f. Section 7 (Maintenance, Staffing and Clean Up Costs) of the Agreement is amended by the following, with all other provisions of Section 7 remaining in effect. RBOC shall perform, or cause to be performed, at a reasonable cost, all maintenance, staffing and cleanup costs in the Press Box. Within thirty (30) days after receiving an invoice from RBOC, Lessee will pay for all game day and Practice day maintenance, staffing and cleanup costs incurred in the Press Box, except for Excluded Costs. RBOC and Lessee will jointly review and agree to estimate and establish staffing levels in the Press Box prior to the first Home Game of each season. If staffing expenses for any particular Home Game are reasonably estimated by RBOC to be more than ten percent (10%) greater than initially established by Lessee and RBOC, then RBOC shall notify Lessee's Athletic Director or Chief Financial Officer in writing of such deviation prior to such Home Game, and Lessee shall have forty-eight (48) hours to notify RBOC in writing of any concerns or requested staffing modifications Lessee has or such deviations shall be deemed approved by Lessee.

8. ENHANCED COOPERATION

The parties acknowledge that the sale of the Premium Seating products and paid entrants to the Horizon Level Lounge is essential for the long-term success of the Project and is in the mutual best interests of the parties. Lessee agrees to make information relating to the marketing of Premium Seating standard in all of Lessee's relevant informational and marketing materials. Without limiting the language regarding cooperation in Section 12.b of, and elsewhere in, the Agreement, the UCLA Fan Base shall be exposed to the marketing and promotion of Premium Seating and the Horizon Level Lounge in the manner, at a minimum, described below:

a. Any and all brochures, email or website links, or other hard copy mailers that pertain to the sale of tickets for Home Games, whether to prior, current or single game ticket

holders, will incorporate and include information on Premium Seating in a similar fashion as Lessee's marketing of its own tickets, with the exception of online renewals made by current UCLA football season ticket holders completed through the UCLA website, provided, however, that this exception shall not apply to any subsequent marketing activities by Lessee in an attempt to encourage such renewing season ticket holders to upgrade their seats. On a quarterly basis, Lessee shall provide RBOC with a schedule of all marketing or sale-related mailings and communications that Lessee intends to make in advance of such mailings and communications. RBOC shall be provided an opportunity to review all mailings and communications, including digital marketing, in advance to ensure that the marketing of Premium Seating is consistent with Lessee's marketing of its own tickets. RBOC shall notify Lessee within two (2) business days of receipt of the marketing copy of objections or concerns it has and Lessee shall use its best efforts to make changes to the copy so that the marketing of Premium Seating is consistent with Lessee's marketing of tickets as described in this Section. Lessee's athletic websites will increase exposure of the Premium Seating by working with the RBOC marketing team to create effective links and direct artwork regarding Premium Seating opportunities so that the marketing of Premium Seating is presented in all manners on a basis consistent with Lessee's marketing of tickets. Without limiting the foregoing, Premium Seating opportunities shall be promoted in a consistent manner with Lessee's football season ticket upgrades during the upgrade process, including Lessee's "select a seat" program. In the event that football season ticket holders choose to transition to Premium Seating after purchasing a football season ticket from Lessee, Lessee shall offer such football season ticket holder a refund of the football season ticket amount paid by such holder provided that, such holder cancels its season tickets no later than July 15th. The refund shall not include any donation such holder made to Lessee for the right to purchase the football season tickets. Notwithstanding the foregoing, Lessee shall have the discretion to reference Premium Seating in a less prominent (but still reasonably prominent) manner in communications regarding sale of football season tickets, provided, however, the reference to Premium Seating must be consistent with Lessee's marketing of new season ticket sales.

b. For any and all general solicitation marketing brochures, email or website links, or other general solicitation hard copy mailers produced by RBOC, or its sales agent, that markets Premium Seating for Home Games, whether to prior, current or single game Premium Seating guests, RBOC will use reasonable efforts, at a reasonable cost and as RBOC deems appropriate, to incorporate and include information on season and individual game tickets.

c. Lessee shall authorize and allow its current and any future third party advertising and media rights holder or licensee, or its in-house staff in the event that Lessee decides to perform such function itself, to develop agreements and opportunities with RBOC to allow RBOC to advertise and co-promote Premium Seating on Lessee's various sponsorship opportunities and promotions, including, without limitation, promoting Premium Seating at Lessee's Home Games at the Stadium and Lessee's basketball games at Pauley Pavilion.

d. Lessee shall allow the RBOC Premium Seating sales staff to attend various appropriate Lessee donor and season ticketholder events in order to promote Premium Seating opportunities. Lessee shall include the General Manager on all relevant mailings and other communications regarding these events. RBOC shall pay all of its direct costs, if any, associated with its attendance at such events to promote Premium Seating.

e. Any donors or season ticketholders, who are invited to be guests of Lessee in Lessee's Luxury Suites or other Premium Seating areas, including the North End Media Area, and the Horizon Level Lounge, shall have the option to participate in Premium Seating tours conducted by the RBOC and shall be exposed to marketing information regarding Premium Seating opportunities. Lessee shall inform such guests of the tours and provide RBOC sales team contact information to such guests in Lessee's attendance confirmation communication.

f. Lessee shall distribute at least three (3) email blasts during the football season to football season ticketholders notifying them of opportunities to schedule a tour of the Premium Seating areas, or to offer football season ticketholders an opportunity to schedule a time at a Home Game to sit in a Premium Seating seat during a portion of the game at no cost.

g. Lessee's Senior Associate Athletic Director for External Relations, or his designee, shall meet each quarter with a designated RBOC employee to assure that RBOC and Lessee are working toward an integrated and productive marketing approach that increases the participation and exposure of season ticketholders in and to the Premium Seating areas. The parties agree that each will communicate regularly with the other regarding the marketing of the Premium Seating.

h. All email blasts sent by Lessee during the week of each football game to football season ticketholders and individual game ticket purchasers will include a reference and include a link to the RBOC website for Premium Seating.

i. Lessee shall send no fewer than three (3) email blasts or other written communications to the UCLA Fan Base promoting Premium Seating opportunities on dates and with content to be mutually agreed, but are expected to be approximately once every four (4) months of the Contract Year.

j. At no cost to the RBOC, Lessee shall make available the Head Coach of the UCLA football team to make a personal appearance and to speak during the off season in the Press Box at an RBOC event marketing the Premium Seating. RBOC shall be responsible for event expenses, and the parties will cooperate in the development of a prospective guest list for the event.

k. RBOC and Lessee shall use their best efforts to develop and launch of a co-branded endurance event to occur in the spring of each Contract Year at the Rose Bowl. Lessee will license its trademarks and other relevant intellectual property to RBOC on customary terms and conditions in order to support the event. Lessee shall promote the event to the UCLA Fan Base through email blasts, mailings and website and online publicity. The Net Revenue generated from the event will be split evenly between RBOC and Lessee or its designated charities.

In the event that Lessee fails to meet any of its material obligations in this Section 8, then RBOC shall notify Lessee of such failure in writing and include a description of the failure and RBOC's proposed remedy, which shall be reasonably equivalent to the breached obligation. Lessee and RBOC shall consult with one another regarding the proposed remedy and Lessee

shall then take reasonable steps to perform the mutually agreeable proposed remedy to the reasonable satisfaction of RBOC.

9. IMPLEMENTATION OF PARKING USER FEE

The Parking User Fee described in Section 27.d of the Agreement shall be imposed commencing at the beginning of the 2013 Contract Year for Game day parking. Lessee shall impose the Parking User Fee on the pre-paid parking permit spaces commencing for the 2014 season and the aggregate amount of the Parking User Fee shall be remitted to RBOC as described in Section 27.d. For purposes of determining the Effective Date for future fee increases described in Section 27.d of the Agreement, the beginning of the 2013 Contract Year shall be deemed the Effective Date, such that the next fee increase shall be at the commencement of the 2018 Contract Year.

10. GENERAL TERMS AND CONDITIONS

a. **Severability**

If any provision in this Amendment is held by any court of competent jurisdiction to be invalid, illegal, void, or unenforceable, such provision shall be deemed severed from the Amendment, and the remaining provisions shall nevertheless continue in full force and effect as fully as though such invalid, illegal, or unenforceable provision had never been part of this Amendment.

b. **Order of Precedence**

In case of any conflict between the terms of this Amendment and the terms of the Agreement, including all Exhibits thereto, the terms of this Amendment shall strictly prevail.

c. **Counterparts**

This Amendment may be signed and delivered in counterpart signature pages executed and delivered via facsimile, pdf or other electronic transmission, and any such counterpart executed and delivered via facsimile, pdf transmission or via email shall be deemed an original for all intents and purposes.

d. **Captions and Paragraph Headings**

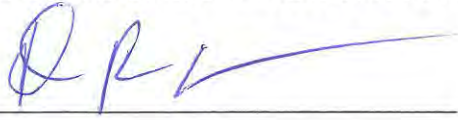
RBOC and Lessee agree that captions, paragraph and subparagraph headings used in this Amendment are for convenience or reference only and shall not be used in construing any part of this Amendment.

e. **Further Assurances.** The parties agree to do such further acts and things and to execute and deliver such additional agreements and instruments as may be reasonably requested by the other party in furtherance of any of the agreements or obligations contained in this Amendment.

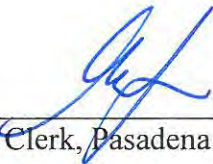
f. **No Other Amendments.** Except as otherwise specifically amended by the terms of this Amendment, the Agreement shall remain in full force and effect.

ROSE BOWL OPERATING COMPANY

6/3/14
Date

By: 

ATTEST:

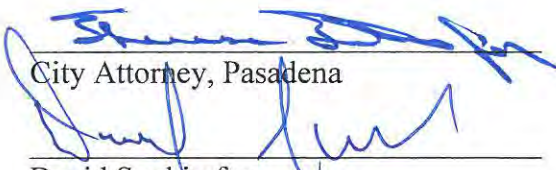

City Clerk, Pasadena

THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA

7-28-14
Date

By: 
Janet Napolitano, President

APPROVED AS TO FORM


City Attorney, Pasadena

David Sunkin for
Sheppard Mullin Richter & Hampton LLP
as Special Counsel for the City of Pasadena

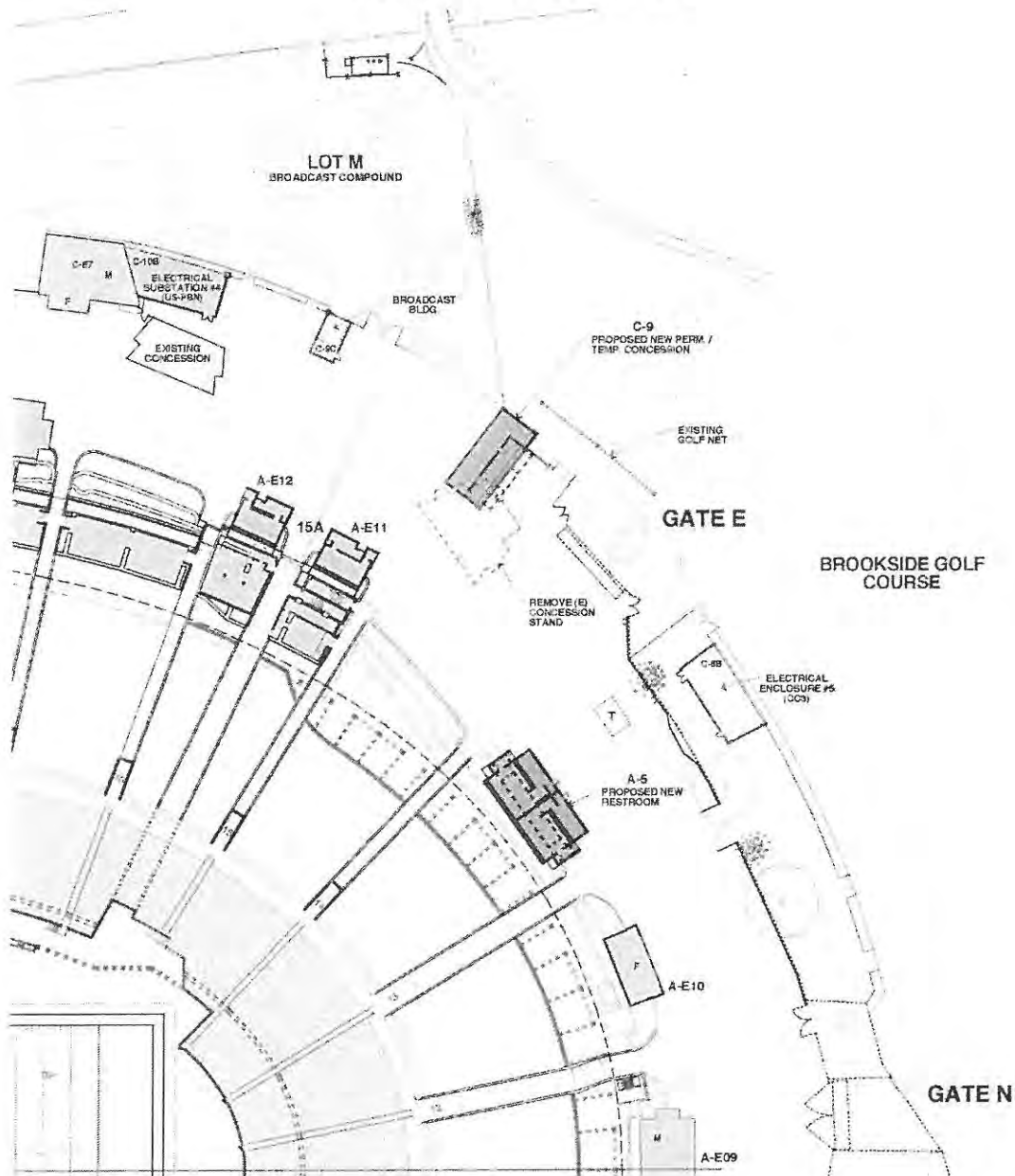
APPROVED AS TO FORM

Office of the General Counsel
University of California

7/21/14
Date

By: 

EXHIBIT A: "ADDED ITEMS"



Note: The "Added Items" shown here in pink are depicted in proposed locations and at possible sizes, subject to reasonable modification at the City's discretion.

Exhibit C



SIDLEY AUSTIN LLP
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LOS ANGELES, CA 90067
+1 310 595 9500
+1 310 595 9501 FAX

+1 310 595 9648
NIMA.MOHEBBI@SIDLEY.COM

March 11, 2025

Via Email

Stephen Agostini, Vice Chancellor/CFO
Martin Jarmond, Athletic Director
University of California, Los Angeles (“UCLA”)
J.D. Morgan Center, 325 Westwood Plaza
Los Angeles, CA 90095
sagostini@conet.ucla.edu
mjarmond@athletics.ucla.edu

Re: Breach of Rose Bowl Agreement

We represent the City of Pasadena and the Rose Bowl Operating Company (“RBOC”). As you know, the Rose Bowl Stadium is a cherished symbol of Southern California and college football, which has served as the football home of the UCLA Bruins for over four decades. We were thus deeply surprised and concerned to hear that UCLA is considering abandoning this history and legacy for a potential move. Any such efforts by the University must stop.

The Rose Bowl Agreement (the “Agreement”) obligates UCLA to keep its home games at the Rose Bowl Stadium through June 30, 2044. There is no basis for UCLA to abandon its obligations two decades before its lease expires. UCLA committed to a long-term partnership and, in reliance, the City of Pasadena invested over \$180 million in renovating and upgrading the stadium based on UCLA’s requests. The upgrades and future plans required long-term financing, including via bonds ultimately paid by Southern California taxpayers. As explained in more detail below, even an “attempt” by UCLA to terminate the Agreement exposes both the University and the Regents of the University of California (the “Regents”) to significant liability.

Indeed, largely because of the City’s substantial financial commitments, UCLA *waived its right to terminate the Agreement*, except in the case of a “Game Threatening Default,” Agreement ¶ 30.d, which requires an “imminent likelihood that UCLA will be prevented from playing a scheduled Home Game” at the Rose Bowl Stadium, Agreement ¶ 30.a. There has obviously been no such breach—the Bruins have continued to play their home games at the Rose Bowl Stadium as recently as their November 30, 2024 victory over Fresno State.

Unfortunately, we understand that UCLA has been engaging in talks surrounding a potential move to SoFi stadium. Our clients have been told, including in recent conversations, that those talks are only “preliminary.” But “preliminary” or not, UCLA and the Regents should be

SIDLEY

March 11, 2025

Page 2

aware that even discussions about moving UCLA home games away from the Rose Bowl Stadium amount to a breach of UCLA's contractual obligations. The Agreement is clear: "[a]ny *attempt* by [UCLA] to terminate this Agreement, except as expressly authorized by Paragraphs 30.a and 32 [*i.e.*, for a "Game-Threatening Default"], would be a breach of this Agreement for which monetary damages alone would be inadequate and for which RBOC would be entitled to seek equitable remedies to compel enforcement." Agreement ¶ 30.d (emphasis added).

UCLA's contractual commitment to the Rose Bowl Stadium is public. The Agreement itself is public. Accordingly, any third parties encouraging the University to breach its contractual obligations are likewise exposed to serious legal claims, including for tortious interference with contract.

UCLA and the RBOC have been good partners for decades. And we sincerely hope UCLA will continue building its legacy at the Rose Bowl Stadium for many years to come. Respectfully, continuing exploratory discussions about a move—whether "preliminary" or not—is a mistake. Breaching the Agreement carries substantial risk to UCLA (and the Regents). It would lead to costly litigation and, ultimately, an injunction and a significant damages award in favor of RBOC.

Our goal is to find a way to avoid this. Thus, before you continue down this path, please afford our clients the courtesy of an in-person meeting with our leadership and respective legal teams. Please let us know your availability for a meeting to discuss this matter at your earliest convenience.

In the meantime, UCLA must preserve all relevant documents and information concerning the issues addressed in this letter, including electronic documents (emails, word processing documents, spreadsheets, databases, calendars, digital images, and any other electronic files), physical documents (printed documents, handwritten notes, letters, memos, and any other paper records), and other information (voicemails, text messages, social media posts, and any other forms of communication or data storage).

Regards,



Nima H. Mohebbi
Partner

SIDLEY

March 11, 2025

Page 3

cc:

Janet Reilly, Chair, Board of Regents of University of California

Jens Weiden, CEO, RBOC

Lesley Cheung, City of Pasadena – City Attorney's Office

Irwin Raij, Partner, Sidley Austin LLP

Exhibit D

Morgan Lewis

David L. Schrader

Partner
+1.213.612.7370
david.schrader@morganlewis.com

March 27, 2025

Nima Mohebbi, Esq.
Sidley Austin LLP
1999 Avenue of the Stars, 17th Floor
Los Angeles, CA 90067

Re: Restated Rose Bowl Agreement dated November 2010 (the "Agreement") between the Regents of the University of California on behalf of its Los Angeles Campus ("UCLA") and the Rose Bowl Operating Company as agent for City of Pasadena ("RBOC")

Dear Mr. Mohebbi:

Our firm represents UCLA. We write in response to your letter dated March 11, 2025. To be clear, UCLA has not breached the Agreement. While your letter contends that "discussions about moving UCLA home games away from the Rose Bowl Stadium amount to a breach of UCLA's contractual obligations," the Agreement says no such thing, much less would any such preliminary discussions constitute a material breach for which RBOC would be entitled to a legal or equitable remedy. Moreover, there is and has been no actual or threatened failure by UCLA to perform its covenants.

As is incumbent on all public agencies, UCLA continues to evaluate strategic goals and how to be fiscally responsible and best fulfill its mission. Part of UCLA's mission is to provide and develop a "community of scholars" through engagement "not only in the classroom but also through engagement in campus life and in communities and organizations beyond the university."¹ UCLA's athletics program is a central component of engaging students, and nothing in the Agreement prohibits UCLA from exploring potential options to best fulfill its mission.

Per your request, UCLA is willing to host an in-person meeting on its campus with RBOC and the parties' respective legal teams. We propose such a meeting at UCLA on April 24, 2025 at 2 pm. If that does not work for you, please propose alternative dates.

Sincerely,



David L. Schrader

¹ <https://www.ucla.edu/about/mission-and-values>

Morgan, Lewis & Bockius LLP

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United States

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 +1.213.612.2501

Exhibit E



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+1 310 595 9501 FAX

+1 310 595 9648
NIMA.MOHEBBI@SIDLEY.COM

October 28, 2025

**Via Email and Certified U.S. Mail
Return Receipt Requested**

Jeffrey S. Moorad, Esq.
Morgan, Lewis & Bockius LLP
600 Anton Blvd., Ste. 1800
Costa Mesa, CA 92626-7653
jeffrey.moorad@morganlewis.com

**Re: UCLA's Contractual Obligations Under the 2010 Restated Rose Bowl
Agreement (as Amended)**

Dear Mr. Moorad,

As you know, the Rose Bowl in Pasadena, California has been home to UCLA Football for more than 40 years, since the Bruins first brought their home games to Pasadena in 1982. UCLA Football has become part of Pasadena's identity, and the partnership between UCLA and the Rose Bowl is memorialized in a carefully-negotiated and drafted long-term written contract—the 2010 Restated Rose Bowl Agreement (the "Agreement"). Under that Agreement, as amended in 2014, UCLA made an unequivocal commitment to play its home football games at the Rose Bowl through June 30, 2044.

The City of Pasadena ("City") and the Rose Bowl Operating Company ("RBOC") relied on UCLA's commitments in investing substantial sums of public funds into the stadium, to meet UCLA's needs and in furtherance of the partnership between UCLA and the Rose Bowl. Those investments include over \$150 million in City-issued and taxpayer-backed bonds in 2010 to modernize the stadium—bonds refinanced just last year—as well as millions of dollars in improvements undertaken at UCLA's request and/or for its benefit. That indebtedness, among others, was specifically incurred in express reliance on UCLA's commitment to remain at the Rose Bowl through 2044.

Six months ago, in a March 11, 2025 letter, we reminded your client of its obligations and placed UCLA on notice that *any* effort to relocate its home games to SoFi Stadium or any other venue in Los Angeles or Orange County would indisputably constitute a breach of the Agreement. In your firm's March 27, 2025 response, you described UCLA's explorations on this front (if any) as "preliminary" and claimed that "UCLA has not breached the Agreement." You notably offered no legal or factual justification for any potential departure from the Rose Bowl, in derogation of the Agreement's express requirements.

SIDLEY

Jeffrey S. Moorad

October 28, 2025

Page 2

Since that time, UCLA has repeatedly assured the City and RBOC that it would honor its commitment, including in public statements. It was therefore deeply disappointing to learn that UCLA is now, once again, considering breaking its promises to the Rose Bowl and the City. During an October 18, 2025 telephone call with my partner Irwin Rajj, you stated that UCLA had decided it no longer wants to play its home football games at the Rose Bowl and wants to “move on” from its contractual obligations. You reiterated this position during a second call on October 23, implying that UCLA preferred abandoning the Rose Bowl “sooner rather than later,” presumably to relocate its games to the only other stadium in the market, SoFi Stadium. You asked that we consider a “commercial solution” to effectively terminate UCLA’s obligations under the Agreement.

Let me speak clearly: the City and the RBOC will not agree to an early termination of the Agreement. Absent termination, UCLA may not play its home football games in any stadium located in Los Angeles County or Orange County other than the Rose Bowl. UCLA voluntarily extended the term of the Agreement through June 30, 2044, expressly waived any right to terminate early, and agreed that its commitments could be enforced through equitable remedies. *See Agreement ¶¶ 2(d), 30(d).*

UCLA has identified no legal basis for early termination, other than breaching the Agreement. That is because none exists. The City and RBOC have fully performed all of their obligations, and no “Game-Threatening Default” has occurred. UCLA’s recent statements therefore constitute an unambiguous statement of intent to breach and repudiate the Agreement.

Nevertheless, and once again in recognition of the long-standing partnership between UCLA and the City of Pasadena, the City and RBOC have authorized us to offer UCLA one last off-ramp. UCLA must cease and desist from any further negotiations or statements related to playing its home football games elsewhere in Los Angeles or Orange County and confirm—in writing, unequivocally, *and* without condition—that it will fully comply with its obligations under the Agreement and play its home football games at the Rose Bowl through June 30, 2044. This confirmation should be provided by **5 p.m. today (Pacific Time)**.

Otherwise, the City and RBOC reserve the right to pursue all available remedies under the Agreement, including specific performance and declaratory and injunctive relief to preserve the status quo and to enforce its rights under the Agreement. The City and RBOC must be able to rely on UCLA’s continued tenancy to plan responsibly, pay contractors, honor commitments to vendors and employees, and maintain stadium operations that serve both UCLA and the broader community.

Please understand the gravity of this issue for the City of Pasadena. As a public entity, the City cannot allow another public entity to willfully ignore its obligations to keep its word and fulfill its responsibilities.

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Jeffrey S. Moorad

October 28, 2025

Page 3

Still, the City and RBOC continue to value UCLA's historic connection to the Rose Bowl—America's Stadium—and it is an honor for UCLA and its Big 10 and other opponents to play there. We look forward to working with UCLA for at least the next 19 years on revenue-enhancement opportunities and the ongoing capital improvements undertaken for UCLA's benefit. The Rose Bowl has always been a place of pride and tradition—for UCLA, for Pasadena, and for college football itself. We ask only that UCLA keep the promises that have bound this partnership for more than four decades, as have Pasadena and the RBOC.

Regards,



Nima H. Mohebbi

cc: Irwin P. Raij (iraij@sidley.com)

Exhibit F

From: [Mohebbi, Nima](#)
To: [McCrary, Jordan](#)
Cc: [Raij, Irwin P.](#); [Moorad, Jeffrey S.](#); [Schrader, David L.](#)
Subject: RE: UCLA & Rose Bowl
Date: Wednesday, October 29, 2025 4:54:17 PM
Attachments: [image001.png](#)

Jordan,

We understand UCLA's response to constitute a denial of our explicit request for written confirmation that it will abide by its lease agreement for the full term. We again note that UCLA has never identified any "dispute" under the agreement much less invoked the contractual mechanism for raising one. We have no choice but to proceed accordingly.

We expect UCLA to honor its obligations to remain at the Rose Bowl through June 30, 2044.

Best regards,
Nima

Nima H. Mohebbi

SIDLEY AUSTIN LLP
+1 310 595 9648
nima.mohebbi@sidley.com
SIDLEY



From: McCrary, Jordan <jordan.mccrary@morganlewis.com>
Sent: Tuesday, October 28, 2025 4:48 PM
To: Mohebbi, Nima <nima.mohebbi@sidley.com>
Cc: Raij, Irwin P. <iraij@sidley.com>; Moorad, Jeffrey S. <jeffrey.moorad@morganlewis.com>; Schrader, David L. <david.schrader@morganlewis.com>
Subject: RE: UCLA & Rose Bowl

EXTERNAL EMAIL - Use caution with links and attachments.

Nima,

We write in response to your letter sent at 11:02 AM today, which unreasonably demanded a response on extremely short notice within six hours. As UCLA has repeatedly informed the Rose Bowl, UCLA intends to continue playing home games at the Rose Bowl for the remainder of this football season. That has not and will not change. So, nothing justifies the Rose Bowl's threat to rush to court.

This said, there are ongoing disputes and issues that the parties should work together in good faith to try to resolve. To that end, we propose engaging a neutral mediator to attempt to resolve the parties' disputes. Please let us know if you are agreeable to this. If

so, we are willing to propose mediators and will consider any proposed mediators that you suggest.

Jordan McCrary

Morgan, Lewis & Bockius LLP

300 South Grand Avenue, Twenty-Second Floor | Los Angeles, CA 90071-3132

Direct: +1.213.680.6768 | Main: +1.213.612.2500 | Mobile: +1.213.300.9689 | Fax: +1.213.612.2501

Assistant: Daniela Rivera | +1.213.612.7219 | daniela.rivera@morganlewis.com

jordan.mccrary@morganlewis.com | www.morganlewis.com

From: Mohebbi, Nima <nima.mohebbi@sidley.com>

Sent: Tuesday, October 28, 2025 11:02:36 AM

To: Moorad, Jeffrey S. <jeffrey.moorad@morganlewis.com>

Cc: Raij, Irwin (Sidley Austin LLP) <iraij@sidley.com>

Subject: Re: UCLA & Rose Bowl

[EXTERNAL EMAIL]

Hi Jeff,

See attached.

Rights reserved.

Nima H. Mohebbi

SIDLEY AUSTIN LLP

+1 310 595 9648

nima.mohebbi@sidley.com

SIDLEY



This e-mail is sent by a law firm and may contain information that is privileged or confidential.

If you are not the intended recipient, please delete the e-mail and any attachments and notify us immediately.

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I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 350 S. Grand Avenue, Los Angeles, CA 90071.

On December 4, 2025, I served the foregoing document(s) described as **FIRST AMENDED COMPLAINT FOR: (1) BREACH OF CONTRACT; (2) ANTICIPATORY REPUDIATION; (3) DECLARATORY RELIEF; (4) BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING; (5) PROMISSORY ESTOPPEL; AND (6) TORTIOUS INTERFERENCE WITH CONTRACT RELATIONS** on all interested parties in this action as follows:

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the University of California on behalf of
its Los Angeles Campus*

*Attorneys for Defendant The Regents of the
University of California on behalf of its Los
Angeles Campus*

☒ (VIA E-MAIL OR ELECTRONIC TRANSMISSION) Based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission, I caused the document(s) to be sent to the person(s) at the e-mail address(es) listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on December 4, 2025, at Los Angeles, California.

Rara Kang