

JOINT OCCUPANCY LEASE

LOS ANGELES COMMUNITY COLLEGE DISTRICT

LANDLORD

WEST VALLEY SOCCER LEAGUE

TENANT

JOINT OCCUPANCY LEASE

This Joint Occupancy Lease (“Lease”) is dated for identification purposes as of the first day of July, 2006 and is entered into by and between the LOS ANGELES COMMUNITY COLLEGE DISTRICT, on behalf of Pierce College (“Landlord” or “College”); and the West Valley Soccer League (“Tenant”) (Landlord and Tenant are sometimes individually referred to herein as a “Party”, and collectively as the “Parties”).

1. ARTICLE 1 - LEASED PREMISES

1.1 Leased Premises

The Premises demised and leased hereunder (“Leased Premises”) consist of the real property comprising approximately a four (4) acre parcel of the College’s land adjacent to and southwest of the intersection of Victory Boulevard and Winnetka Avenue. Premises are bordered on the west by classroom buildings, on the south by a fenced baseball field, on the East by Winnetka Avenue, and on the north by Victory Boulevard. The land resides within the City of Los Angeles, County of Los Angeles, State of California, and is generally depicted on the site plan attached as Exhibit “A” to this Lease (“Site Plan”) subject to the title exceptions described in Section 2.2 and the rights and easements reserved to Landlord under this Lease.

1.2 Easements Reserved to Landlord.

1.2.1 Tenant shall provide perimeter fencing as requested by the Landlord to provide quiet zones around the classroom buildings which are adjacent to the playing fields. The quiet zone shall extend 75 feet from the edge of any classroom building and shall be delineated with ‘Quiet zone’ signs posted at regular intervals approximately 30 feet from each other. In the event that noise levels create classroom interruptions, Tenant shall be required to erect a temporary fence along the quiet zone.

1.2.2 In the event that additional fencing is required around playing fields, Tenant shall notify Landlord and obtain approval in writing prior to making any changes to the access of this property. Any fencing required to comply with Article 1 of the Lease shall be at the sole cost of the Tenant.

1.2.3 As indicated in Exhibit ”A”, Landlord is planning to install a walkway which shall extend from the corner of Victory Boulevard and Winnetka Avenue through the parcel and run parallel to the tennis courts and alongside the South Gym. Until such time that this walkway is constructed this narrow parcel of land will be available for recreational use. Playing fields may have to be re-positioned at time of construction to accommodate walkways, construction activity and other uses related to this project. Landlord expressly reserves the right to alter the boundaries of, and access

to, the Premises to accommodate the College's walkway project and other campus improvements during the term of this Lease.

1.2.4 Landlord's Option to Recapture Entire Leased Premises. In addition to the foregoing, Landlord shall have the right to recapture the entire Leased Premises with the payment of compensation to Tenant pursuant to Section 2.1 below.

1.2.5 Waiver and Release. Except for the compensation and other Landlord obligations expressly provided under the terms of this Section 1.2, Tenant acknowledges and agrees that it is not entitled to any other payment, damages, compensation, rent abatement, offset or remedy related to or arising out of Landlord's exercise of the recapture options referenced in Section 1.2.2 above. Tenant is solely responsible to arrange its management contracts, employment agreements, business contracts and business affairs in a manner that will avoid any liability of Landlord or Tenant to third parties as a result of such recapture, and Tenant shall indemnify, defend and hold Landlord harmless from any such liability (and claims of liability) to the extent arising out of any leases or contracts entered into by Tenant. Tenant (which term shall include any successors, assigns and agents of Tenant) hereby releases Landlord and Landlord's board members, officials, employees, agents, colleges and affiliates from any claim, cost, loss, rent abatement, offset, damage, compensation or liability arising out of or relating to any recapture by Landlord pursuant to this Section 1.2, including but not limited to any claim or right to compensation for condemnation, inverse condemnation, severance damages, loss of goodwill, or relocation benefits. In connection with the foregoing waiver and release, Tenant acknowledges that it is familiar with and hereby waives the protections of Civil Code Section 1542, which provides: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

2. ARTICLE 2 - TERM

2.1 Term

The term of this Lease ("Term") shall consist of a seven (7)-year base term and an additional three (3)-year option term, for a maximum total Term of ten (10) years as described in this Section 2.1. The Term shall begin on July 1, 2006 ("Effective Date") and shall end at 11:59 p.m. (California time) on June 30, 2013, unless sooner terminated as provided for in this Lease; provided, however, that Tenant has the option to request extension of the Term for three (3) additional years (the "Option Term") commencing immediately following the initial 7-year term by giving Landlord written notice of Tenant's intent to exercise its option (the "Option Exercise Notice") no earlier than fifteen (15) months nor later than twelve (12) months prior to the end of the initial 7-year term. Any reference to the word "Term" in this Lease shall be deemed to mean the Term as extended by any exercise by Tenant of its options to extend as provided in this Section 2.1.

In addition to termination for an uncured Tenant default, this Lease may be terminated at any time, without cause, by Landlord or College with ninety (90) days prior written notice to Tenant (“Elective Termination”). Upon an Elective Termination, the College shall pay to the Tenant, as an elective termination fee and liquidated damages, one-hundred and twenty percent (120%) of Tenant’s documented cost of capital improvements on the site incurred during the term of this Lease, depreciated in accordance with their age and useful life. The amount of the payment shall be as reasonably determined by an appraiser selected by the College. Tenant waives any other claim or compensation from the College, including compensation for condemnation, inverse condemnation, goodwill, relocation benefit, or other items.

2.2 Possession; Risk of Loss; Covenant of Quiet Enjoyment; Condition of Title

2.2.1 Landlord covenants that, subject to the limitations expressly set forth herein, Tenant, upon Tenant’s timely payment of the rent and performance of Tenant’s covenants and obligations under this Lease, may quietly have, hold, and enjoy the Leased Premises during the Term of this Lease, without hindrance or interruption by Landlord, subject only to Landlord’s right to enter upon the Leased Premises as provided herein.

2.2.2 Landlord has made no representations or warranties, express or implied, with respect to the Leased Premises and Tenant shall acquire no rights, easements or licenses in or to the Leased Premises by implication or otherwise except as expressly set forth herein. Landlord shall not be responsible for any patent or latent defect or change of condition in the Leased Premises and the rent hereunder shall in no case be withheld or diminished on account of any defect in the Leased Premises or for any change of condition, or for any damage occurring thereto.

2.2.3 Tenant acknowledges that, prior to execution of this Lease, it had the right, at its own expense, to obtain and approve a survey of the Leased Premises. Landlord hereby covenants that it will not, without Tenant’s prior written consent, which consent Tenant shall not unreasonably withhold, encumber the Leased Premises with any deed restrictions prior to or during the Term except for those deed restrictions mutually agreed upon by the Parties and dedications to the City of Los Angeles for public rights-of-way.

2.2.4 Tenant has independently determined and agrees that the Leased Premises are suitable and adequate in all respects for any and all activities and uses that Tenant is entitled to conduct thereon during the Term of this Lease, and Tenant hereby accepts the Leased Premises in their current condition and state and “as is”, and without recourse to Landlord as to the title, nature, condition, or usability thereof. Tenant does hereby represent and warrant to Landlord that Tenant is fully acquainted with the nature and condition, in all respects, of the Leased Premises, including, without limitation, the title of Landlord, the soil and geology of the Leased Premises, the sidewalks and

structures adjoining the same, matters or states of fact reflected on any tentative or final parcel or subdivision map or concerning or related to the zoning, subdivision, permitted uses on or physical condition of the Leased Premises, and the nature and extent of the rights of others with respect to the Leased Premises whether by way of easement, right of way, lease, sublease, possession, lien, encumbrance, license, reservation, condition, covenant, restriction or otherwise. Tenant agrees that this Lease and its interest hereunder are subject to (i) all matters provided for or recorded in connection with the development of the Leased Premises by Tenant, and (ii) any and all other exceptions, reservations, liens, encumbrances, qualifications, covenants, conditions, restrictions, easements, rights of way, matters or statements of fact reflected on any tentative or final parcel or subdivision map obtained by Tenant or resulting from any other pre-development or development activities of Tenant (the items listed in (i), and (ii) above are collectively referred to as the "Exceptions").

3. ARTICLE 3 - RENT

3.1 Rent payments shall be made on or before July 1st of each contractual year for the following annual period in the amount of \$25,000.00 (Twenty Five Thousand Dollars and Zero Cents) per year. A payment year shall be considered as the period July 1 to June 30. Alternatively, payments may be scheduled quarterly on June 30, September 30, December 31 and March 31 for the current payment year. However once a payment schedule has been established it shall not be changed throughout the life of this agreement without prior written approval of both parties. Payments based on a quarterly schedule shall be \$6,250.00 (Six Thousand, Two Hundred Fifty Dollars and Zero Cents) per quarter.

3.1.1 Tenant shall also provide a listing of any medical emergency incidents, along with an updated list of individual contracts with local public or private organizations at time of each payment to the Landlord.

3.1.2 The annual rent shall be increased on each annual anniversary of the Lease Effective Date by either (a) the percentage increase in the CPI-U (Consumer Price Index-All Urban Consumers for the Los Angeles-Riverside-Orange County, California MSA) for the preceding full calendar year as reported by the U.S. Department of Labor, Bureau of Labor Statistics, or (b) 1.5%, whichever is greater. However, the annual increase shall never exceed 5% each year during the Lease Term.

3.1.3 If using the CPI-U, the percentage increase will be computed by taking the difference between the most recent first half CPI-U (first 6 months of the year) and the first half of the prior year. The difference will be divided by the amount of the prior year's first half. This number multiplied by 100 will yield the CPI for the region. For example, the first half of 2002 was 181.1 and the first half of 2003 was 186.7. The difference of 5.6 is divided by 181.1, which equals .031. When multiplied by 100 this yields a 3.1 percent increase.

3.2 Holding Base Rent and Base Rent

A security deposit from Tenant in the amount of \$4,000.00 shall be due upon execution of the Lease and shall be maintained at all times by the College in an interest bearing account. An irrevocable letter of credit may be used in lieu of a cash security deposit.

3.3 Negation of Partnership

Nothing in this Lease shall be construed to render Landlord a partner, joint venturer, or associate in any relationship or for any purpose with Tenant, other than that of Landlord and Tenant, nor shall this Lease be construed to authorize either to act as agent for the other.

4. ARTICLE 4 - USES

4.1 Permitted Uses

4.1.1 Tenant shall use the Leased Premises solely for the purpose of operating non-profit recreational programs. Tenant shall have full access to the property with specific hours of operation for team practice, Monday through Friday 4:00 PM to 9:00 PM and for team and or tournament games on Saturday and Sunday 8:00 AM to 6:00 PM. Three (3) Soccer Camps shall be permitted each year. Summer Camp will be held during the months of July and August, scheduled Monday to Friday 8:00 AM to 3:00 PM. Winter Camp shall held in December for two (2) weeks, scheduled Monday through Friday, 8:00 AM to 3:00 PM. Spring Camp shall be held in March / April for two (2) weeks, scheduled Monday through Friday, 8:00 AM to 3:00 PM. Exact dates and times for all Camps must be approved prior to scheduling and accepted in writing by the College President or his designee. Four (4) tournaments shall be permitted each year. These tournaments shall be scheduled during the months of January, March, , August, and November of each year on Saturday and Sunday. Tenant shall provide written notification to the College Sheriff at least five (5) days in advance of these tournaments to insure adequate security coverage.

The College offers Soccer Clinics as part of the academic program. The dates and schedule are subject to change and normally occur during the full term semesters. Hours of use for these academic classes are Monday to Friday from 8:00 AM to 2:00 PM. These academic classes shall be given scheduling priority over all non-academic use including Summer and Winter camps. The only sales activity shall be as expressly allowed herein. No alcoholic beverages may be served or sold on the Leased Premises without Landlord's prior written approval in its sole discretion and any other permit or approval required by the City and other applicable licensing authorities.

4.1.2 Tenant must maintain the site to be pleasing and presentable to the public and shall maintain all necessary permits including health and safety permits at all times during the contract period. All plans and improvements shall be subject to prior written approval by the College, as well as, to the extent applicable, by the California Division of the State Architect (DSA), the County Health Department and the City of Los Angeles. Tenant shall be responsible for compliance with public bid, prevailing wage,

and other public works construction requirements to the extent applicable to the development.

4.1.3 The Tenant shall be responsible for maintenance of the playing fields including mowing, seed and fertilizer.

4.1.3.1 The Landlord shall be responsible for repair and preventive maintenance of underground landscaping water utilities and cost of irrigation water.

4.1.3.2 The Landlord shall not be held fiscally responsible for any damage created as a result of water damage to the playing fields. The underground utilities are to be accepted in “as is” condition presently on the property. The Landlord will take all necessary steps to reasonably maintain these utilities.

4.1.4 The Tenant shall maintain a continuous daily program to clean the site and to maintain site appearance. The site is subject to daily inspections by the College.

4.1.5 The Tenant may sell tickets and collect fees for non-profit recreational activities, or for sales that are expressly permitted herein. Tenant may not collect fees, sales revenues or funds for any other purpose than those expressly allowed herein.

4.1.6 Any other type of activity which is not directly related to the permitted use of this facility must be approved in writing in advance by the College’s President or designee.

4.1.7 The Tenant may sublease, assign or sub-contract its interest in the site only with the prior written approval of the District in the District’s sole discretion. Contracts to provide tours or programs at the site to local educational and civic organizations may be entered into by Tenant only with prior written approval from the College President or designee.

4.1.8 Tenant shall provide the names and qualifications of all key personnel that will provide day-to-day onsite management. Tenant (if a sole proprietor) or a principal or key manager of Tenant shall be made available for monthly meetings with the College’s representative to discuss development and operations on the site. Replacement of Tenant’s onsite management personnel shall be subject to prior College approval.

4.1.9 The Tenant shall at all times maintain a safe site environment. The Tenant shall insure the site is operated free of any hazards to insure personal safety. This shall include, but not be limited to, Tenant shall maintain any equipment used on site in safe repair and shall instruct its personnel in the appropriate use and maintenance of that equipment.

4.1.9.1 The Tenant shall notify the College Sheriff's Office at least five (5) days prior to any event or activities which fall outside of the normal daily activities. This includes all tournaments and/or events in which the participation and population exceeds 120 percent of the normal daily and/or weekend activities. Once notification is made, the College Sheriff's Office, at its sole discretion, may request additional officers to be assigned to the event. The cost for additional officers will be charged to the Tenant. There is a minimum of four (4) hours per officer assignment.

4.1.9.2 Parking for approximately 25 vehicles will be provided as close to the playing fields as possible when classes are not in session. During periods of construction and while classes are in session, parking on the campus will be limited or not permitted by the College President or designee. During hours of no classroom instruction, parking lot 7 may be used. The Landlord requests that the College Sheriff be informed immediately of any changes to the Tenant parking needs.

4.1.9.3 The Tenant shall develop a parking plan for soccer camps, and tournaments. This parking plan shall identify projected parking needs by time of day and day of week within 60 days after the agreement has been signed. The plan must show anticipated ingress and egress routes. This parking plan must be approved in writing by the College President or designee.

4.1.10 The Tenant shall immediately correct any situation creating a health or safety hazard. Any hazard and subsequent correction made must be reported to the College Sheriff's Office.

4.1.11 Any medical emergencies that occur at the site involving customers or employees shall be immediately reported to the College Sheriff's Office. All incidents must also be reported in a written summary report, and this summary report must be submitted along with each rent payment to the Landlord.

4.1.12 The Tenant must maintain the safety and security of the site by installing adequate lighting on the leased property.

4.1.13 Information and advice provided by the College concerning laws and health and safety matters is provided for the convenience of the Tenant and should be independently investigated by the Tenant. Tenant remains solely responsible for investigating, complying with, and implementing all applicable city, county, and state laws with regard to this facility.

4.1.14 The Tenant must take adequate measures to contain all activities within the site. This includes, but may not be limited to, the creation of barrier devices to prevent objects from leaving the site boundaries.

4.1.15 Uses and activities permitted to Tenant are not exclusive. The College reserves the right to conduct or allow the same, similar, or otherwise competing uses on other property, either as part of or separate from any other Joint Occupancy Lease programs.

4.1.16 Tenant may, at its sole expense, convert the small workout baseball diamond at the southwest end of the Premises into an additional grass playing field.

4.1.17 Tenant may consider installing permanent lighting systems within the playing fields. All permanent installations must be approved in advance and are subject to the provisions in Article 5.

4.1.18 The Tenant may locate storage unit(s) on the property which shall be used to store equipment in support of the Tenants activities. Location of the storage unit(s) are subject to written approval by the Landlord and are subject to the conditions as indicated in Article 5.

4.1.19 The Landlord provides restrooms for all academic sponsored events. These restrooms are located in the North and South gyms, and the in the Village area which is located to the east of the college swimming pool. In order to maintain these facilities for non-academic activities during the weekends and on holidays, the Landlord will provide custodial services. The cost for this service will be prorated among the various contracted users of these facilities.

The Tenants prorated percentage share for restroom services including restroom supplies shall be thirty three (33) percent of the total yearly cost. A credit balance of four thousand five hundred (4,500.00) dollars which is eighteen (18) percent of the total yearly rent fee shall be used towards the cost for restroom services and is not refundable. Costs for restroom services which exceed eighteen (18) percent of the total yearly rent will be payable net- thirty (30) days to the Landlord on receipt of an invoice.

The prorated share for restrooms shall be increased each year by the same percent as applied to the annual rent payments as indicated in Article 3.1.2 allowing eighteen (18) percent of the total yearly fees to remain constant. Costs for custodial services are also subject to the Tenants ability to maintain and clean the restrooms. In the event that these restrooms are not maintained in pristine condition, the Landlord at any time may restrict or deny access.

4.1.20 In the event that an emergency is declared, all equipment owned by the Tenant including the light tower systems which are located on the Landlord's property may be relocated to other areas of the College and or used in direct response to deal with the declared emergency. A declared emergency may be issued by either the Landlord or any other governmental agency that has the power to exercise authority in declaration of an emergency. The Landlord shall be responsible for any damage created as a result of use and will be responsible to return said equipment to the original site on conclusion of the emergency condition. The Landlord shall pay for all fuel and or maintenance as required to support the equipment during its use, and shall be responsible to reimburse the Tenant for any costs, **not to exceed fair market replacement cost of the equipment**, which occurred in support of the emergency condition. The Tenant shall provide the means including keys and or lock combinations codes to operate and relocated the equipment as necessary in support of the declared emergency.

4.2 Compliance with Laws; Hazardous Substances

4.2.1 Compliance with Laws. Tenant covenants and agrees for itself, its successors and assigns, which covenants shall run with the land and bind every successor or assign in interest of Tenant, that neither the Leased Premises nor any portion thereof shall be improved, used or occupied in substantial violation of any applicable laws, or this Lease. Furthermore, Tenant shall not maintain, commit, or permit the maintenance or commission on the Leased Premises, or any portion thereof, of any nuisance, public or private, as now or hereafter defined by any statutory or decisional law applicable to the Leased Premises, or any portion thereof.

4.2.2 Hazardous Materials Laws; Hazardous Materials

"Hazardous Materials Laws" means any and all federal, state or local laws, ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common-law") relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under or about the Leased Premises, or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), as amended, 42 U.S.C. §9601, et seq., the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §6901, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq., any amendments to the foregoing, and any similar federal, state or local laws, ordinances, rules, decrees, orders or regulations. "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (i) is a flammable explosive, asbestos, radioactive material, nuclear medicine material, drug, vaccine, bacteria, virus, hazardous waste, toxic substance, gasoline, petroleum product, polychlorinated biphenyls or related injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (ii) is controlled, designated in or governed by any Hazardous Materials Law; (iii) gives rise to any reporting, notice or publication requirements under any Hazardous Materials Law; or (iv) gives rise to any liability, responsibility or duty on the part of Tenant or Landlord with respect to any third Person under any Hazardous Materials Law.

4.2.3 Use. Tenant shall not allow any Hazardous Material to be used, generated, released, stored or disposed of on, under or about, or transported from, the Leased Premises. Notwithstanding the foregoing, this provision shall not be construed or understood to prohibit Tenant from allowing Hazardous Materials to be brought upon the Leased Premises so long as they are Hazardous Materials which are customary and common to the normal course of business in the construction or operation of a recreational activities facility and so long as such Hazardous Materials are used, stored and disposed of in strict accordance with all applicable Hazardous Materials Laws. Upon the expiration of the Term or sooner termination of this Lease, Tenant shall remove any equipment, improvements or storage facilities utilized by Tenant or any assignee or subtenant of Tenant or their respective agents, contractor, employees, concessionaires, licensees, or invitees in connection with any Hazardous Materials and shall clean up, detoxify, repair and otherwise restore the Leased Premises to a condition free of Hazardous Materials at its own expense.

4.2.4 Compliance With Laws. Tenant and its agents, contractors, employees, licensees, concessionaires, and invitees shall strictly comply with, and shall maintain the Leased Premises in compliance with, all Hazardous Materials Laws. Tenant shall obtain and maintain in full force and effect all permits, licenses and other governmental approvals required for Tenant's operations on the Leased Premises under any Hazardous Materials Laws and shall comply with all terms and conditions thereof. At Landlord's request, Tenant shall deliver copies of, or allow Landlord to inspect, all such permits, licenses and approvals. Tenant shall perform any monitoring, investigation, clean-up, removal and other remedial work (collectively, "Remedial Work") required, and shall indemnify, defend and hold Landlord harmless from any liability arising as a result of any release or discharge by Tenant or any assignee or subtenant of Tenant or their respective agents, contractors, employees, licensees, concessionaires, or invitees of Hazardous Materials affecting the Leased Premises or the Project or any violation of Hazardous Materials Laws by Tenant or any assignee or subtenant of Tenant or their respective agents, contractors, employees, licensees, concessionaires, or invitees. Landlord shall have the right to intervene in any governmental action or proceeding involving any Remedial Work, and to approve performance of the work, in order to protect Landlord's interests. In addition, Landlord shall have the right, but not the obligation, to remedy any violation by Tenant of the provisions of this Section or to perform any Remedial Work which is necessary or appropriate as a result of any governmental order, investigation or proceeding. Tenant shall pay, upon demand, all costs (including reasonable attorneys' fees and other costs) incurred by Landlord in remedying such violations or performing all Remedial Work, together with interest thereon at the Agreed Rate from the date of payment by Landlord.

4.2.5 Notice; Reporting. Tenant shall notify Landlord within two (2) days after any of the following: (i) a release or discharge of any Hazardous Material, whether or not the release or discharge is in quantities that would otherwise be reportable to a public agency; (ii) Tenant's receipt of any order of a governmental agency requiring any Remedial Work pursuant to any Hazardous Materials Laws; (iii) Tenant's receipt of any warning, notice of inspection, notice of violation or alleged violation, or Tenant's receipt of notice or knowledge of any proceeding, investigation or enforcement action, pursuant to any Hazardous Materials Laws; or (iv) Tenant's receipt of notice or knowledge of any claims made or threatened by any third Person against Landlord, Tenant, the Project or the Leased Premises relating to any loss or injury resulting from Hazardous Materials. Tenant shall deliver to Landlord copies of all test results, reports and business or management plans required to be filed with any governmental agency pursuant to any Hazardous Materials Laws.

4.3 Non-Discrimination

Tenant, for itself, its successors and assigns and all persons claiming under or through it, covenants that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, religious creed, mental disability, physical disability, medical condition, age, sex, sexual orientation, marital status, national origin or ancestry, in the use, occupancy, lease, tenure, operation or enjoyment of the Leased Premises, nor shall Tenant or any person claiming under or through it, establish or permit any practice or practices of discrimination or segregation in violation of the provisions of the California Fair Employment and Housing Act (California Government Code Sections 12900, et. seq.) or the applicable equal employment provisions of the Civil Rights Act of 1964 (42 U.S.C. 200e-217) or with reference to the selection, location, number, use or occupancy, of employees, licensees, or vendees in the Leased Premises or the improvements thereon.

4.4 Prevailing Rate of Wages.

4.4.1 The Tenant shall make a reasonable attempt to hire currently enrolled students at the College prior to hiring non-student employees. Annually, the Tenant shall submit a staffing plan to the College for approval. This plan shall describe how many employees are anticipated; their job title or description, and what outreach efforts the Tenant intends to make to implement this plan. Prior to commencing any employee hiring efforts for the site, the Tenant shall submit to and obtain the College President's (or designee's) approval of an Outreach Plan that Tenant will follow in order to promote the hiring of current College students. Tenant will provide, not less than annually to the College, a written report documenting Tenant's success in implementing the Outreach Plan.

4.4.2 Tenant shall pay, and shall ensure that any contractor, subcontractor or sublessee undertaking construction or other work of improvement on the Leased Premises pays, general per diem wages in the amounts prevailing in the locality of the Leased Premises. For each worker paid less than prevailing rates for any work done under any contract, subcontract, lease, sublease, concession or other agreement in violation of the provisions of the California Labor Code, Tenant shall forfeit, as a penalty, to the Landlord and for the benefit of the College, Fifty Dollars (\$50.00) per worker for each calendar day, or portion thereof, that the prevailing wage was not paid. Additionally, Tenant shall pay to each such worker the differential between the prevailing wage rate and the amount actually paid to such worker. Prevailing rates as published by the California Department of Labor are on file with Landlord and are available for review by Tenant. Except to the extent arising from work directly contracted for by Landlord without Tenant's knowledge, Tenant shall indemnify, defend, and hold Landlord harmless for any claim, fine, payment or penalty arising out of the failure to comply with prevailing wage laws in connection with work performed on the Leased Premises.

4.5 Use of Tenant's Facilities by College.

4.5.1 The joint occupancy Lease may also provide limited use of the property by the College academic and or athletic programs. Limited use includes College-sponsored soccer camps, athletics use of the land during day time activities, special events which are scheduled in advance, providing Service Learning Credit and employment for College students.

4.6 Signage.

4.6.1 Signage shall be permitted only during the period that tournament games are being held. At the conclusion of these tournament games all signage, including advertisements, shall be removed. Signage is only permitted on internal fences. At no other time during the year shall signage, including but not limited to, any advertisements and or publicity notices will be permitted in the leased areas unless an exception is granted in writing by the College President or designee.

5. ARTICLE 5 - CONSTRUCTION BY TENANT

5.1 Duty to Construct Improvements.

5.1.1 Within sixty (60) days of execution of this Lease, the Tenant shall submit to the Landlord a site improvement plan. This plan shall outline all proposed and possible site improvements the Tenant intends to make to the Leased Premises during the Lease period. This plan shall include a schedule for completion of these site improvements. Annually, during the anniversary month of this agreement, the Tenant shall provide to the College a detailed site improvement plan specifying the proposed site improvements and schedule for the upcoming year. In the second year and all subsequent years of this agreement, the Tenant shall also submit to the College a summary of all completed site improvements from the preceding year.

5.1.2 All site improvements, which are attached or affixed to the ground or building, shall become, upon construction or installation, the property of the Landlord, and Tenant shall receive no compensation for improvements in the event the lease expires or is terminated due to Tenant's default.

5.1.3 In the event that the Tenant plans to upgrade any of the facilities Tenant must supply four (4) copies of plans and specifications at least thirty (30) days prior to construction or purchase of construction related-materials for approval by Landlord.

5.1.4 Once the plans have been approved by Landlord the Tenant shall have one hundred and eighty (180) days from the commencement of grading/site preparation to complete all buildings, landscaping and improvements and open full operations to the public. This milestone may be extended for periods of delay due to

causes beyond Tenant's control, including fire, earthquake or flooding, provided that not more than an aggregate of ninety (90) days of delay will be allowed for any reason.

5.1.5 The foregoing design and development timetable relates to improvements of a permanent nature. Tenant is to submit within sixty (60) days of execution of this contract a temporary facilities plan for temporary facilities and other means of commencing operations on the site pending design and development of any permanent improvements. All temporary facilities shall be subject to College and DSA approval and to applicable health and safety regulations. This temporary facilities plan shall clearly identify the date proposed operations will commence and discuss any planned temporary facilities, construction staging, safety and other considerations that the Tenant will need to address if operations are proposed to commence before permanent facilities are completed. Temporary facilities are those facilities, which will not remain in excess of one hundred and eighty (180) days.

5.1.6 Any use, alteration or demolition of the existing building (or of any future improvements) shall require the College's prior written consent. Use of the existing building, if permitted, may require structural and safety testing and upgrades at the Tenant's expense.

5.1.7 The cost of new construction, alternations, repairs and replacement shall be the sole responsibility of the Tenant.

5.1.8 All construction shall be in accordance with applicable local and state building codes, including DSA approval if required.

5.1.9 The Tenant shall be responsible for any liens and related claims occurring from any repair, restoration, replacement, or improvement to the site.

5.1.10 The Tenant shall install and maintain sanitary facilities as required by applicable local, state and federal government laws and regulatory agencies.

5.1.11 All of the foregoing required improvements are sometimes collectively referred to in this Lease as the "Improvements". The Improvements shall be constructed and completed within the time period set forth in the "Schedule of Performance" attached herein as Exhibit "D" and in accordance with the terms and provisions of this Lease and all applicable laws and governmental requirements. Exhibit "D", along with a site improvement plan and schedule of completion, shall be incorporated into this agreement within sixty (60) days of execution of this agreement, as stipulated in Article 5.1.1.

5.2 Conditions to Construction of Improvements.

Before Tenant begins construction of the Improvements on the Leased Premises, and before any building materials are delivered to the Leased Premises by Tenant or under Tenant's authority, and as a condition to Tenant's right to proceed with the construction of those Improvements, Tenant shall have complied with all of the conditions set forth in this Section 5.2.

5.2.1 Submission and Approval of Plans and Specifications

5.2.1.1 The Tenant shall have one hundred and twenty (120) days from the College's approval of the design development plans to complete architectural working drawings for all initial site improvements and obtain and demonstrate to the College's reasonable satisfaction all of the following: (i) any City of L.A. and DSA approvals and permits necessary for the development; (ii) demonstrated equity and loan funds (evidenced by signed loan documents in form, amount, and from a lender approved by the College); (iii) one or more signed construction contracts (in form, amount, and from Tenants approved by the College); and (iv) the performance bonds and evidence of insurance required by the College in connection with the work. All of the foregoing conditions shall be satisfied before Tenant may commence any grading, excavation, building, cultivation or other alteration or improvement of the site.

5.2.1.2 By the deadlines set forth in the Schedule of Performance, Tenant shall have submitted to Landlord and obtained its approval of all submissions specified therein, including all "Plans" for the Improvements to be constructed on the Leased Premises.

5.2.2 Submission of Evidence of Financing; Submission of Evidence of Construction Contract.

By the deadline specified therefore in the Schedule of Performance, Tenant shall have delivered to Landlord and obtained its written approval of the "Construction Commitment", the "Permanent Commitment", and the "Construction Contract".

5.2.3 Approval of Architect and General Contractor; Right to Monitor Construction.

By the deadline specified therefor in the Schedule of Performance, Tenant shall have obtained Landlord's approval of the architect and general contractor Tenant intends to use for the Improvements. Landlord shall have the right to monitor all aspects of the construction of the Improvements under the auspices of the Division of the State Architect ("DSA").

5.2.4 Costs of Review, Approval, and Monitoring.

All costs which the Landlord or DSA incur in connection with the review and approval of Plans, working drawings and specifications, as well as in the monitoring of construction of the Improvements shall be the sole cost and expense of Tenant.

5.2.5 Completion Guaranty.

By the deadline specified therefore in the Schedule of Performance, Tenant shall furnish Landlord with a performance bond in an amount not less than one hundred percent (100%) of the anticipated cost of such construction work on the Leased Premises, and a payment bond guaranteeing the completion of the Improvements free from liens of materialmen, contractors, subcontractors, mechanics, laborers, and other similar liens. Said bonds shall be bonds of a responsible surety company, licensed to do business in California with a financial strength and credit rating reasonably acceptable to Landlord, and shall remain in effect until the entire cost of the work has been paid in full and the Improvements have been insured as provided in this Lease. Any such bonds shall be in a form reasonably satisfactory to Landlord. Landlord may elect to accept a completion guaranty from a third party guarantor with substantial net worth, a letter of credit from an institutional lender, or such alternative or other security for the completion of such construction as Landlord may approve in its sole discretion.

5.2.6 Builder's Risk and Other Insurance

Prior to the Effective Date of this Lease, Tenant shall have obtained (and delivered insurance certificates therefore to Landlord) for all insurance required under Article 11 of this Lease, including the "builder's risk" and worker's compensation insurance prescribed by Sections 10.3 and 10.6 of this Lease in connection with any work on the Leased Premises.

5.2.7 No Construction Before Notice; Notice of Nonresponsibility

Tenant shall have provided Landlord with written notice of the intended commencement of construction of any Improvements or delivery of building materials to the Leased Premises at least ten (10) days prior to the earlier of commencement of construction of those Improvements or commencement of the delivery of those building materials to the Leased Premises. Landlord shall, at any and all times during the Term of this Lease, have the right to post and maintain on the Leased Premises and to record as required by law any notice or notices of nonresponsibility provided for by the mechanics' lien laws of the State of California. The work for which said ten (10) days written notice is required shall include, in addition to actual construction work, any site preparation work, installation of utilities, street construction or improvement, or any grading or filling of the Leased Premises.

5.3 Completion of Improvements and Other Work; Compliance With Law And Quality.

Tenant warrants that the Improvements to be constructed on the Leased

Premises, and all other construction thereon, when undertaken, while in progress and as completed: (i) will comply with all applicable laws, governmental conditions and requirements (collectively, "Applicable Governmental Restrictions"), including but not limited to provisions of the Field Act and other laws requiring public bidding and payment of prevailing wages; (ii) will be entirely on the Leased Premises (or on public rights of way with permission of the applicable governmental agency) and will not without prior authorization encroach upon the land of others or any easement or right-of-way; (iii) will not violate any applicable easement, license, or other covenant, condition or restriction; and (iv) will comply in all material respects with the final Plans approved for such Improvements. All work performed on the Leased Premises pursuant to this Lease, or authorized by this Lease, shall be done in a good workmanlike manner and only with materials of good quality. The Improvements shall be completed by the applicable deadline established therefore in the Schedule of Performance and all other construction work undertaken on the Leased Premises shall be completed promptly and without delay. The DSA's determination regarding the construction's compliance with the final plans and specifications and the completion of the Project shall be final and binding on the Parties.

5.4 Mechanic's, Materialman's, Contractor's, or Subcontractor's Liens

5.4.1 Subject to Tenant's right to contest as hereinafter provided, at all times during the Term of this Lease, Tenant shall keep the Leased Premises, including all buildings and improvements now or hereafter located on the Leased Premises, free and clear of all liens and claims of liens for labor, services, materials, supplies, or equipment performed on or furnished to the Leased Premises. Tenant shall (i) promptly pay and discharge, or cause the Leased Premises to be released from, any such lien or claim of lien, or, if Tenant decides to contest said lien, (ii) furnish Landlord such bond as may be required by law to free the Leased Premises from the effect of such a lien and to secure Landlord against payment of such lien.

5.4.2 Should Tenant fail to pay and discharge, or cause the Leased Premises to be released from any such lien or claim of lien or to provide a bond as permitted hereunder within twenty (20) days after service on Tenant by Landlord of a written request to do so, Landlord may pay, adjust, compromise and discharge any such lien or claim of lien on such terms and in such manner as Landlord may deem appropriate. In such event, Tenant shall, on or before the first day of the next calendar month following any such payment by Landlord, reimburse Landlord for the full amount so paid by Landlord, including any actual attorneys' fees or other costs expended by Landlord, together with interest thereon at a ten percent (10%) annual rate of interest (or the highest lawful rate, if lower) from the date of payment by Landlord to the date of Tenant's reimbursement of Landlord, and such amount shall constitute additional rent and become a part of Tenant's obligation to pay rent hereunder.

5.4.3 On completion of any work of improvement during the term of this Lease, Tenant shall file or cause to be filed a notice of completion. Tenant hereby appoints Landlord as Tenant's attorney-in-fact to file the notice of completion on Ten-

ant's failure to do so, upon ten (10) days notice from Landlord, after the work of improvement has been completed; provided, that Landlord shall not be obligated to file such a notice of completion and the failure of Landlord to file that notice shall not excuse the failure of Tenant to discharge its obligation to file said notice of completion.

5.5 Alterations, Modifications or Replacements of Improvements; All Work on Written Contract; Approval of General Contractor; Performance and Payment Bond.

5.5.1 Following completion of the Improvements on the Leased Premises in accordance with the terms and provisions of this Lease, the Applicable Governmental Restrictions, the Plans and the Scope of Development, Tenant shall not demolish, remove, alter, modify, replace or add to (collectively, "Change") any of the Improvements during the Term of this Lease unless Tenant secures the prior written approval of Landlord to such Change and the plans and specifications therefore, which approval shall be granted or withheld in Landlord's sole and absolute discretion, except that it shall not be unreasonably withheld with respect to interior remodeling. It shall not be unreasonable for Landlord to withhold its approval if the proposed Change will, in Landlord's reasonable judgment, result in the Leased Premises being used for purposes other than for recreational activities and the other uses initially required under this Lease, or a reduction in the value of the Leased Premises or Landlord's interest therein. Any such approved Change shall be commenced and completed in accordance with all of the requirements imposed in connection with construction of the Improvements in Sections 5.2, 5.3 and 5.4 of this Lease, and any such Change shall be commenced and completed in accordance with the plans and specifications approved by Landlord therefore.

5.5.2 Notwithstanding anything to the contrary above, Tenant shall not be required to secure any Landlord approvals in connection with Changes to the Improvements that involve only exterior maintenance and repair which (A) does not alter or change the originally prescribed elevations, appearance or exterior construction materials of the Improvements, and (B) is necessary to maintain the Leased Premises in a first class condition and (C) except with respect to roof repairs or replacement, does not exceed the "Threshold Amount" (defined below); provided, however, that any such Changes pursuant to this sentence shall comply with all Applicable Governmental Restrictions, including all building and safety rules and codes. Changes meeting the requirements set forth in the preceding sentence are sometimes hereinafter referred to as "Minor Changes". Changes other than Minor Changes are sometimes hereinafter referred to as "Major Changes". The "Threshold Amount" shall mean an amount equal to fifty thousand dollars (\$50,000).

5.5.3 All work required in connection with any Changes to the Improvements, including any site preparation, landscaping or utility installation, as well as actual construction work on said Improvements, or any other construction work performed at any time on the Leased Premises, shall be performed only by competent and financially responsible contractors, duly licensed as such under the laws of the State of California, and shall be performed pursuant to written contracts with such contractors.

5.5.4 For all Major Changes to be performed on the Leased Premises, Tenant shall obtain Landlord's prior written approval of Tenant's contract with the general contractor performing such Changes. Said contract shall give Landlord the right but not the obligation to assume Tenant's obligations and rights under that contract if Tenant should default thereunder; provided that such right to assume that contract shall be subject to the right, if any, of a Lender under a Leasehold Mortgage financing the construction of such improvements to an assignment of said contract.

5.5.5 In connection with any Major Changes, and before construction thereof commences, Tenant shall furnish Landlord with a performance bond in an amount not less than one hundred percent (100%) of the anticipated cost of such construction work on the Leased Premises, and a payment bond guaranteeing the completion of the improvements free from liens of materialmen, contractors, subcontractors, mechanics, laborers, and other similar liens. Said bonds shall be bonds of a responsible surety company, licensed to do business in California with a financial strength and credit rating reasonably acceptable to Landlord, and shall remain in effect until the entire cost of the work has been paid in full and the new improvements have been insured as provided in this Lease. Any such bonds shall be in a form reasonably satisfactory to Landlord.

5.6 Ownership of Improvements

Improvements erected on the Leased Premises as permitted by this Lease, as well as any and all alterations or additions thereto or any other improvements or fixtures on the Leased Premises, shall be owned by Tenant until the expiration of the Term or sooner termination of this Lease or recapture of the applicable portion of the Leasehold Premises as provided herein; provided, Tenant shall not waste or destroy any of the Improvements or remove, alter or modify any Improvements on the Leased Premises, except as permitted or contemplated by this Lease. Upon the expiration or sooner termination of this Lease, all Improvements and all alterations, additions or improvements thereto that are made to or placed on the Leased Premises by Tenant or any other person shall be considered part of the real property of the Leased Premises and shall remain on the Leased Premises and become the property of Landlord; provided that Tenant shall retain ownership of and shall be entitled to remove its furniture, trade fixtures and removable personal property (which shall be deemed not to include tenant improvements affixed or attached to the Leased Premises, including wall coverings, floor coverings, ceilings, or light fixtures, electronic, telephonic or computer systems integrated into the structure of the Improvements on the Leased Premises, or heating, ventilation or air conditioning systems servicing the Leased Premises). At Landlord's sole option, Landlord shall require Tenant to remove some or all of the Improvements upon the expiration of the Term or sooner termination of this Lease. If Landlord elects to require Tenant to remove some or all of the Improvements, Landlord shall have the right to cause Tenant to provide adequate security for such removal within two (2) months following Landlord's notification to Tenant of its decision to exercise such option. As confirmation of the vesting of fee title to the Improvements in Landlord, Tenant shall record a quitclaim deed in favor of Landlord and deliver a copy of such recorded deed to

Landlord within thirty (30) days following the expiration of the Term or sooner termination of this Lease. Except as otherwise expressly provided in this Lease, the Improvements shall become Landlord's property free and clear of any and all rights to possession and all claims to or against them by Tenant or any third person or entity, and Tenant shall defend and indemnify Landlord, and its board members, officers, directors, faculty, staff, colleges, independent contractors, attorneys, accountants, representatives, predecessors, successors and assigns (collectively, "Representatives") against all liabilities and claims, losses, causes of action, charges, penalties, damages, costs or expenses (including reasonable attorneys' fees and costs), of whatsoever character, nature and kind, whether to property or person, whether by direct or derivative action, and whether known or unknown, suspected or unsuspected, latent or patent, or existing or contingent (collectively, "Liabilities") arising from such claims.

5.7 Certificate of Completion

Promptly after completion by Tenant of the Improvements to be constructed on the Leased Premises pursuant to this Lease, Landlord shall furnish Tenant with a Certificate of Completion for the Improvements within fifteen (15) days of receipt of Tenant's written request therefore. Landlord shall not unreasonably withhold such Certificate of Completion. Such Certificate of Completion shall be in the form of Exhibit "B" attached hereto, and may be recorded in the Office of the Los Angeles County Recorder. The Certificate of Completion is not intended to be a notice of completion under California Civil Code Section 3093.

6. ARTICLE 6 - REPAIRS AND MAINTENANCE

6.1 Landlord's Nonresponsibility

During the Term of this Lease, except as expressly provided herein Landlord shall not be required to maintain or make any repairs or replacements of any nature or description whatsoever to the Leased Premises or the improvements thereon. Tenant hereby expressly waives the right to make repairs at the expense of Landlord as provided for in any statute or law in effect at the time of execution of this Lease, or in any other statute or law which may hereafter be enacted.

6.2 Tenant's Duty to Maintain Premises

Except as specifically otherwise indicated above or in Section 6.4 , throughout the Term of this Lease Tenant shall, at Tenant's sole cost and expense, maintain the Leased Premises and the Improvements now or hereafter located on the Leased Premises, including all landscaping, in first class condition and repair and in accordance with (i) all Applicable Governmental Restrictions and (ii) all applicable rules, orders, and regulations of any insurance company insuring all or any part of the Leased Premises or the improvements thereon or both, and Tenant shall make whatever repairs and replacements are required by such enactments or provisions. In addition, Tenant shall provide and maintain appropriate security and security within the Leased Premises.

6.3 Repair; Destruction

6.3.1 Except as otherwise expressly indicated above or in Section 6.4, Tenant shall promptly and diligently repair, replace or restore all damage to or destruction of all or any part of the improvements on the Leased Premises resulting from any cause. Said repair, replacement or restoration shall be commenced as soon as reasonably possible, but in no event later than three hundred sixty (360) days from the date of such damage or destruction, and shall thereafter be pursued to completion with diligence. The completed work of repair, restoration, or replacement shall be equal in value, quality, and use to the condition of the improvements before the event giving rise to the work, except as may be expressly provided to the contrary in this Lease. Landlord shall not be required to furnish any services or facilities or to make any repairs or alterations of any kind in or on the Leased Premises in connection with such work by Tenant. Landlord may elect to perform any obligation of Tenant under this Section upon Tenant's failure or refusal to do so, following thirty (30) days prior written notice. Upon delivery of such written notice to Tenant, Landlord shall deliver a copy of such notice to each Lender (as hereinafter defined) holding a Leasehold Mortgage (as hereinafter defined) on the Leased Premises. Such an election by Landlord to perform any obligation of Tenant under this Section shall not constitute a waiver of any right or remedy for Tenant's default, and Tenant shall promptly reimburse, defend, and indemnify Landlord and its Representatives, against all Liabilities resulting from Landlord's performance of Tenant's covenants. All such work of repair, replacement or restoration performed by Tenant shall comply with all of the requirements imposed with respect to Changes to Improvements set forth in Section 5.5 of this Lease; provided that no Landlord approvals shall be required in connection with any repair, replacement or restoration work which constitutes a Minor Change.

6.3.2 Except as otherwise expressly indicated in Section 6.4, no deprivation, impairment, or limitation of use resulting from any damage or destruction or event or work contemplated by this Section shall entitle Tenant to any offset, abatement, or reduction in rent, nor to any termination or extension of the Term hereof.

6.3.3 In determining whether Tenant has acted promptly as required under this Section, one of the criteria to be considered is the availability of any applicable insurance proceeds.

6.4 Damage or Destruction During Last Part of Term; Uninsured Damage

Notwithstanding anything to the contrary contained in Section 6.3 of this Lease, (a) if there is substantial damage to or destruction of the Leased Premises during the Option Term, or (b) if there is damage to or destruction of the Leased Premises arising from a cause which is not in fact insured against and is not required to be insured against under any provision of this Lease, or if insurance proceeds are withheld by the holder of a senior Leasehold Mortgage pursuant to applicable law because the loan

thereunder is not adequately secured, and if in either event the cost of repairing said damage or destruction exceeds the cost of demolishing and removing the remaining improvements on the Leased Premises (in accordance with the scope of the demolition and removal obligation imposed in Section 13.1 hereof), then Tenant shall have the option to terminate this Lease, subject to Tenant's satisfaction of all of the following requirements: (i) Tenant shall not be in material Default under any provision hereof at the time of termination; and (ii) Tenant shall, within ninety (90) days after the event giving rise to such right to terminate, give Landlord written notice of its election to terminate ("Notice of Election to Terminate"); and (iii) Tenant shall, at the election of Landlord (which election shall be communicated in writing to Tenant ("Demolition Notice") within thirty (30) days of Landlord's receipt of the Notice of Election to Terminate), raze and remove the damaged or destroyed improvements and any other improvements on the Leased Premises that Landlord may designate in the Demolition Notice in accordance with the scope of the demolition and removal obligation set forth in Article 13.1 hereof, and shall complete said demolition and removal and shall vacate the Leased Premises within ninety (90) days of Landlord's delivery of the Demolition Notice (which vacation date shall fix the termination date of this Lease); and (iv) Tenant shall terminate any occupancy leases and comply with all provisions of Article 13 of this Lease consistent with this Section 6.4 prior to or concurrent with the vacation of the Leased Premises. If Tenant fails to satisfy the requirements set forth in (iii) with respect to demolition and removal of improvements or the requirements of (iv) above, the failure to meet such conditions shall not invalidate the termination, although Tenant shall remain liable to Landlord for any damages arising from, relating to, or in connection with, such breach. Any and all property damage insurance proceeds (exclusive of any proceeds applicable to Tenant's personal property that would be retained by Tenant at the end of the Term) paid as a result of the damage or destruction giving rise to the termination, shall be distributed in accordance with the following order of priority: first, to repayment of any outstanding senior Leasehold Mortgage, if required by the terms of said encumbrance; second, to the demolition and removal costs, if any, incurred by Tenant at Landlord's direction pursuant to this Section; and third, to Landlord all remaining insurance proceeds. Damage to or destruction of the Improvements on the Leased Premises shall not cause an abatement or reduction of rent.

7. ARTICLE 7 - ASSIGNMENT AND TRANSFER

7.1 General Prohibition. Tenant shall not transfer or assign its interest in the Leasehold Premises without Landlord's prior written approval, which approval shall not be unreasonably withheld. Unless otherwise specified in Landlord's written approval, any such approval which Landlord elects to give shall not operate in any manner to release, from any obligation hereunder to pay rent or otherwise, any current or former individual or entity constituting the "Tenant" hereunder.

7.2 Transfer of Lease or Leased Premises by Tenant; Transfer of Beneficial Interest or Ownership of Tenant; Selection Of Management Entity and Assignment of Beneficial Interest In or Ownership of Entity; Subleases, Licenses or Concession Agree-

ments

The restrictions contained in this Section 7.2 upon any transfer, sale, assignment, lease, sublease, license, franchise, gift, hypothecation, mortgage, pledge or encumbrance, or the like (“Transfer”) to any person or entity (“Transferee”) are imposed because the qualifications and identity of Tenant are of particular concern to Landlord, and it is because of those qualifications and identity that Landlord has entered into this Lease with Tenant. Any purported Transfer which is prohibited by this Section 7.2 shall be ipso facto null and void, and no voluntary or involuntary successor to any interest of Tenant under such a proscribed Transfer shall acquire any rights pursuant to this Lease. These restrictions on Transfer shall be binding on any successors, heirs or permitted Transferee of Tenant.

7.2.1 Transfer of the Lease, the Leased Premises, or the Improvements to be Constructed Thereon

Except as otherwise provided in this Lease, Tenant shall not Transfer all or any portion of its rights under or interest in this Lease, the Leased Premises, or the Improvements constructed thereon without the Landlord’s prior written consent, which consent shall not be unreasonably withheld.

7.2.2 Transfer of Control of Tenant; Retention of Management Entity and Transfer of Interest Therein

(a) The term “Ownership and/or Control” means and includes, without limitation, all voting rights and beneficial ownership with respect to all classes of stock, interests in limited liability companies, general partnerships, and limited partnerships, and/or beneficial interests under a trust, as may be applicable to the type of entity which is prohibited from making the particular Transfer in question. The term “Third Party” shall mean and include any person or entity that has acquired or hereafter acquires any interest in Tenant and any person or entity that is or becomes a joint venturer or general or limited partner of Tenant with respect to all or any portion of the Leased Premises and/or this Lease.

(b) Except as otherwise provided herein, neither Tenant nor any Third Party shall Transfer any direct or indirect interest in the Ownership and/or Control of Tenant or such Third Party, regardless of whether such Transfer is of a direct interest in Tenant or such Third Party or is an indirect Transfer occurring through one or more persons or entities holding a direct or indirect interest in Tenant or such Third Party, without the prior written consent of Landlord in each case, which consent shall not be unreasonably withheld.

7.2.3 Concessions, Licenses and Subleases

Tenant shall not be entitled at any time to enter into license(s), sublease(s) and concession agreement(s) except as expressly permitted herein.

7.3 Investigation of Proposed Transferee; Costs

7.3.1 In the event that Tenant requests Landlord's written consent to a proposed Transfer pursuant to this Article 7, Tenant agrees to provide Landlord with such information, including financial statements and tax returns, as Landlord may reasonably require in order to evaluate the solvency, financial responsibility and relevant business acumen and experience of any proposed Transferee.

7.3.2 At the time of any request by Tenant for consent to a Transfer pursuant to this Article 7, Tenant shall make such request in writing and shall submit to Landlord (i) all proposed agreements and documents evidencing and/or relating to the circumstances surrounding such Transfer, and (ii) a certificate setting forth representations and warranties by Tenant and the Transferee to Landlord sufficient to establish and insure that all requirements of Landlord have been and will be met. With respect to a proposed assignment pursuant to Section 7.2.1 or 7.2.2, Landlord agrees to make its decision on Tenant's request for consent to such an assignment, as promptly as possible, and, in any event, not later than sixty (60) days after Landlord receives the last of the items required by the preceding sentence.

7.3.3 Except as otherwise provided in Section 7.2, if Landlord consents to any Transfer pursuant to that Section, such consent shall not be effective unless and until (i) Tenant gives notice of the Transfer and a copy of any documents effecting and/or evidencing such Transfer to Landlord and (ii) any such Transferee (other than a Sublessee and a Lender with respect to a Transfer for security purposes only) assumes all of the obligations and liabilities of Tenant under this Lease to the extent of its interest.

7.3.4 In order to enable Landlord to adequately investigate the proposed Transferee's qualifications, Tenant shall pay within five (5) days of Landlord's written request therefore, all actual expenses incurred by Landlord in connection with the investigation of the proposed Transferee, including attorneys' fees and costs and all consultant fees; provided, that such expenses shall not exceed one thousand dollars (\$1,000.00) for any single Transfer.

7.4 Landlord's Right of First Refusal

7.4.1 In the event that Tenant requests Landlord's written consent to a proposed Transfer pursuant to this Article 7, the following Right of First Refusal procedure must be followed and completed as a condition precedent to any Transfer:

(a) **Transfer Notice.** Tenant shall give Landlord at least sixty (60) days' prior written notice ("Transfer Notice") of the intent to transfer an interest. The Transfer Notice shall name the proposed transferee, and shall set forth in detail all of the terms of the proposed Transfer.

(b) Right of First Refusal. Landlord shall have a right to acquire the interest intended to be transferred upon the terms and conditions stated in the Transfer Notice. The right must be exercised, if at all, by written notice given to Tenant before expiration of said sixty (60) day notice period. Should the right not be timely exercised, Tenant may consummate the Transfer in accordance with the Transfer Notice, but not otherwise. The transaction must be memorialized in an agreement between Tenant and a transferee executed not later than 120 days following the date of the Transfer Notice, and the transaction must close not later than 180 days following the date of the Transfer Notice. Any Transfer to a different transferee, upon any different terms and conditions, or later than the foregoing deadlines must first be the subject of a new Transfer Notice, giving rise again to the right of first refusal provided for in this Section.

7.4.2 Any Transfer made without compliance with this Section 7.4 shall be void and of no force or effect.

8. ARTICLE 8 - TAXES AND IMPOSITIONS

8.1 Tenant To Pay Impositions

8.1.1 In addition to the rents and other payments required to be paid under this Lease, Tenant shall pay any and all taxes, assessments, and other charges of any description including, without limitation, the possessory interest tax and any assessment or charge imposed pursuant to any assessment district bonds issued in connection with the development or maintenance of the Leased Premises, or otherwise (collectively, "Impositions"), levied or assessed from the Effective Date until the termination of this Lease by any governmental agency or entity on or against the Leased Premises or any portion thereof, or on or against any interest in the Leased Premises (including the leasehold estate created by this Lease and the Landlord's fee interest in the Leased Premises), or any improvements or other property in or on the Leased Premises. The timely payment of the above referenced assessments or other charges is a material term of this Lease, and, to the extent they are payable to Landlord or its successors or assigns, shall constitute additional rent hereunder.

8.1.2 If, by law, any such Imposition is payable, or may, at the option of Tenant be paid, in installments, Tenant may pay the same, together with any accrued interest on the unpaid balance of such Imposition, in such installments as those installments respectively become due and before any fine, penalty, interest, or cost may be added thereto for the nonpayment of any such installment and interest.

8.2 Proration of Impositions

All Impositions levied or assessed on or against the Leased Premises during a tax year (commencing on July 1 and ending on June 30) which is partially included within the Term of this Lease shall be prorated, based on a 365-day year, between Landlord and Tenant as if Landlord were a private party; so that Landlord shall

be responsible for the portion, if any, of such Imposition attributable to any period prior to the commencement or subsequent to the expiration or termination of this Lease, and Tenant shall pay the portion thereof attributable to any period during the Term of this Lease. On service of written request by Landlord, Tenant shall promptly pay to Landlord Tenant's share of such Impositions paid by Landlord on Tenant's behalf and, on service of written request by Tenant, Landlord shall promptly pay to Tenant Landlord's share of such Imposition's paid by Tenant on Landlord's behalf.

8.3 Payment Before Delinquency

Subject to Tenant's right to contest under Section 8.4, any and all Impositions and installments of Impositions required to be paid by Tenant under this Lease shall be paid by Tenant prior to delinquency, and copies of the official and original receipt for the payment of such Imposition or installment thereof shall immediately be given to Landlord upon Landlord's request therefore.

8.4 Contest of Imposition

8.4.1 Tenant shall have the right to contest, oppose, or object to the amount or validity of any Imposition levied on or assessed against the Leased Premises or any portion thereof and may in good faith diligently conduct any necessary proceeding to prevent or void or reduce the same; provided, however, that the contest, opposition, or objection must be filed before the Imposition at which it is directed becomes delinquent if such contest, opposition or objection is required to be made or filed prior to payment of the Imposition being challenged, and written notice of the contest, opposition, or objection must be given to Landlord at least thirty (30) days before the date the Imposition becomes delinquent. No such contest, opposition, or objection shall be continued or maintained after the date on which the Imposition at which it is directed becomes delinquent unless Tenant has met one of the following conditions:

(a) Paid such Imposition under protest prior to its becoming delinquent; or

(b) Posted such bond or other security, satisfactory to Landlord, as is necessary to protect Landlord and the Leased Premises from any lien arising from such Imposition.

8.4.2 Landlord shall not be required to join in any proceeding or contest brought by Tenant unless the provisions of any law require that the proceeding or contest be brought by or in the name of Landlord or any owner of the Leased Premises. In that case, Landlord shall join in the proceeding or contest or permit it to be brought in Landlord's name but such action shall be without cost to Landlord.

8.4.3 Upon Developer's request, Landlord shall reasonably cooperate, at no cost to Landlord, in making available to Developer documents and information which will assist Developer in establishing, for purposes of possessory interest taxes, a reasonable valuation for Developer's leasehold interest under this Lease.

8.5 Tax Returns And Statements

Tenant shall, as between Landlord and Tenant, have the duty of attending to, preparing, making, and filing any statement, return, report, or other instrument required or permitted by law in connection with the determination, equalization, reduction, or payment of any Imposition that is or may be levied on or assessed against the Leased Premises, or any portion thereof, or any interest therein, or any improvements or other property on the Leased Premises. For purposes of this Section 8.5, the term "Imposition" shall not include any income tax, gross receipts tax or business license tax, unless such tax obligation becomes a lien against the Leased Premises or against any fixture, improvement, or Landlord property thereon.

8.6 Indemnification

Tenant shall indemnify, defend and hold Landlord, its Board, officers, employees and Representatives, and Landlord's property (including the Leased Premises and any improvements now or hereafter located on the Leased Premises) free and harmless from any Liabilities resulting from any Impositions required by this Article to be paid by Tenant, and from all interest, penalties, and other sums imposed thereon, and from any sale or other proceeding to enforce collection of any such Imposition.

8.7 Payment By Landlord

Should Tenant fail to pay within the time specified in this Article any Impositions required by this Article to be paid by Tenant, Landlord may, without notice to or demand on Tenant, pay, discharge, or adjust such Imposition for the benefit of Tenant. In such event, Tenant shall, on or before the first day of the next calendar month following any such payment by Landlord, reimburse Landlord for the full amount incurred by Landlord in so paying, discharging, or adjusting such Imposition, together with interest thereon at the Default Rate from the date of payment by Landlord until the date of repayment by Tenant, and the above obligation of Tenant to reimburse Landlord shall be treated as and become a part of Tenant's obligation to pay rent under this Lease.

9. ARTICLE 9 - UTILITY SERVICES

9.1 Tenant's Responsibility

Unless specifically excluded in Article 4 above, during the Term of this Lease, Tenant shall pay, or cause to be paid, and shall indemnify, defend and hold Landlord and the property of Landlord harmless from and against all charges for sewage, gas, heat, air conditioning, light, power, steam, telephone service and all other services and utilities used, rendered or supplied to, on or in the Leased Premises. To the extent that these charges are not separately metered, Tenant agrees to pay its reasonable share of the charges for these services based on a presentation of the College's bills and a reasonable allocation of applicable charges.

9.2 Landlord Has No Responsibility

Unless specifically excluded in Article 4 above, Landlord shall not be required to furnish to Tenant or any other occupant of the Leased Premises during the term of this Lease, any water, sewage, gas, heat, air conditioning, light, power, steam, telephone, or any other utilities, equipment, labor, materials or services of any kind whatsoever.

10. ARTICLE 10 - INSURANCE

10.1 Fire and Extended Coverage Insurance

Throughout the Term of this Lease, Tenant, at no cost or expense to Landlord, shall keep or cause to be kept, for the mutual benefit of Landlord and Tenant, a policy of standard fire insurance, with extended coverage and vandalism and malicious mischief endorsements, insuring all improvements located on or used in connection with and appurtenant to the Leased Premises, except for foundations and footings. The amount of insurance required hereunder shall in no event be less than one hundred percent (100%) of the full replacement cost of the improvements on the Leased Premises.

10.2 Cooperation in Obtaining Proceeds of Fire and Extended Coverage.

Landlord shall, at no cost or expense to Landlord, cooperate fully with Tenant to obtain the largest possible recovery under all policies required by Section 10.1. All such proceeds shall be paid to a responsible, independent and established insurance trustee satisfactory to Landlord, Tenant and Lender, and such payee shall apply the proceeds as required by this Lease.

10.3 Builder's Risk and Worker's Compensation Insurance.

Before commencement of any demolition or construction work on the Leased Premises, Tenant shall procure, and shall maintain in force until completion and acceptance of the work (i) "all risks" builder's risk insurance, including coverage for vandalism and malicious mischief, in a form and amount and with a company reasonably acceptable to Landlord, and (ii) worker's compensation insurance covering all persons employed in connection with work on the Leased Premises and with respect to whom death or bodily injury claims could be asserted against Landlord or the Leased Premises. Said builder's risk insurance shall cover improvements in place and all material and equipment at the job site furnished under contract, but shall exclude contractor's, subcontractor's, and construction manager's tools and equipment and property owned by contractor's or subcontractor's employees.

10.4 Public Liability Insurance

Tenant, commencing on the Effective Date and continuing throughout the Term hereof, shall maintain, at no cost or expense to Landlord, with a reputable and financially responsible insurance company acceptable to Landlord, for the mutual benefit of Landlord and Tenant, comprehensive broad form general public liability insurance against claims and liability for personal injury, death, or property damage arising from the use, occupancy, misuse or condition of the Leased Premises, the improvements thereon, or any adjoining areas or ways, which insurance shall provide combined single limit protection of at least Five Million Dollars (\$5,000,000) for bodily injury or death to one or more persons, and at least One Million Dollars (\$1,000,000) for property damage.

10.5 Policy Form, Content And Insurer

10.5.1 All insurance required by the provisions of this Lease shall be carried only with responsible insurance companies licensed to do business in this state having a policyholder's rating from A. M. Best Company of at least B+. If, during the Term of this Lease, such rating service ends, then Landlord shall select another comparable rating service which most closely approximates Best's Insurance Rating, with the view toward maintaining the same quality standard for determining a "secure and acceptable insurance company." If, during the Term of this Lease, Tenant contends that the rating required above in order for an insurance company to be deemed a secure and acceptable insurance company is unnecessarily high and should be lower than the rating hereinabove set forth, Landlord will reasonably consider such a request by Tenant to reduce the required rating used for determining a secure and acceptable insurance company. In the event of a dispute between Landlord and Tenant with respect to the appropriate rating level necessary to insure a secure and acceptable insurance company, such matter shall be submitted to binding arbitration within twenty (20) days of such dispute, and the Parties shall agree upon an individual considered to be expert in the rating of insurance companies who shall act as an arbiter of such dispute in accordance of the rules of the American Arbitration Association ("AAA"). If the parties fail to agree upon such an arbiter within said twenty (20) day period, then the same shall be designated by the chief officer of the Los Angeles Chapter of the AAA. The arbiter shall render his decision within sixty (60) days of his appointment. The fees of the arbiter shall be paid equally by the parties.

10.5.2 All such policies required by the provisions of this Lease shall be nonassessable and shall contain language, to the extent obtainable, to the effect that (i) any loss shall be payable notwithstanding any act or negligence of Landlord that might otherwise result in a forfeiture of the insurance, (ii) the insurer waives the right of subrogation against Landlord and against Landlord's Representatives, (iii) the policies are primary and noncontributing with any insurance that may be carried by Landlord, (iv) the policies cannot be canceled or materially altered except after thirty (30) days prior written notice by the insurer to Landlord, and (v) Landlord shall not be liable for any premiums or assessments. All such insurance shall have deductibility limits reasonably satisfactory to Landlord. Upon Tenant's execution and delivery hereof,

Tenant shall deliver to Landlord either certificates of insurance evidencing the insurance coverages specified in this Article or a binder for such insurance, in a form satisfactory to Landlord, providing for the commencement of such insurance coverages as of the Effective Date of this Lease. Tenant shall thereafter deliver to Landlord certificates of insurance evidencing the insurance coverages required by this Article upon renewal of any insurance policy. Tenant may provide any insurance required under this Lease by blanket insurance covering the Leased Premises and any other location or locations, provided that the specific policy of blanket insurance proposed by Tenant is reasonably acceptable to Landlord. Landlord's review of such policy of blanket insurance shall be only for the purpose of determining if it provides the coverages required by this policy and does not adversely affect Landlord's interest in the Leased Premises or its rights hereunder. All policies shall name Landlord and its successors and assigns as additional insureds. All policies may name a Lender as an additional insured or loss payee.

10.5.3 Tenant's Lender shall be entitled to hold the original policies evidencing all insurance coverages required under this Lease, or certificates of insurance, if any insurance required under this Lease is provided by blanket insurance coverage. Tenant's Lender shall have the right to participate in negotiating any settlements or adjustments with the applicable insurance company following a loss subject to any of the above policies.

10.6 Indemnification

Tenant shall indemnify, defend and hold Landlord and its, Board, officers, employees or Representatives, and the property of Landlord, including the Leased Premises and any improvements thereon, free and harmless from any and all Liabilities resulting from the use, occupancy or enjoyment of the Leased Premises by Tenant or any person thereon or holding under Tenant (including, without limitation, any Sublessee) arising from any cause; provided, however, that Tenant shall be required to defend but not indemnify Landlord, and their Representatives, from (i) Liabilities, determined by a final adjudication, to result from the intentional willful and wrongful acts of Landlord, or any Landlord Representative, or (ii) Liabilities, determined by a final adjudication, to result solely and 100% from the gross negligence of Landlord, or any Landlord Representative. The above indemnification includes, without limitation, any Liabilities arising by reason of:

(a) The death or injury of any person, including Tenant or any person who is an employee or agent of Tenant, or damage to or destruction of any property, including property owned by Tenant or by any person who is an employee or agent of Tenant, from any cause whatever while such person or property is in or on the Leased Premises or in any way connected with the Leased Premises or with any of the improvements or personal property on said premises;

(b) The death or injury of any person, including Tenant or any person who is an employee or agent of Tenant, or damage to or destruction of any property, including property owned by Tenant or any person who is an employee or agent of

Tenant, caused or allegedly caused by either (i) the condition of the Leased Premises or some improvement on said premises, or (ii) some act or omission on the Leased Premises by Tenant or any person in, on, or about the Leased Premises with the permission and consent of Tenant;

(c) Any work performed on the Leased Premises or materials furnished to said premises at the instance or request of Tenant or any person or entity acting for or on behalf of Tenant; or

(d) Tenant's failure to perform any provision of this Lease or to comply with any Applicable Governmental Restriction.

11. ARTICLE 11 - CONDEMNATION

11.1 Definitions

As used in this Article, the following words have the following meanings:

(a) Award: means the compensation paid for the Taking, as hereinafter defined, whether by judgment, agreement or otherwise.

(b) Taking: means the taking or damaging of the Leased Premises or any portion thereof as the result of the exercise of the power of eminent domain, or for any public or quasi-public use under any statute, other than by Landlord. Any taking or similar acquisition by Landlord associated with its power of eminent domain shall be subject exclusively to the provisions of Section 11.7 below. Taking also includes a voluntary transfer or conveyance to the condemning agency or entity under threat of condemnation, in avoidance of an exercise of eminent domain, or while condemnation proceedings are pending.

(c) Taking Date: means the later of (i) the date on which the condemning authority takes actual physical possession of the Leased Premises or any portion thereof, as the case may be, or (ii) the date on which the right to compensation and damages accrues under the law applicable to the Leased Premises.

(d) Total Taking: means the taking of the fee title to all of the Leased Premises and the improvements thereon.

(e) Substantial Taking: means the taking of so much of the Leased Premises or improvements thereon or both that the conduct of Tenant's business on the Leased Premises would be substantially prevented or rendered economically infeasible.

(f) Partial Taking: means any Taking of the fee title that is not either a Total or a Substantial Taking.

(g) Notice of Intended Taking: means any notice or notification on which a prudent person would rely as expressing an existing intention of taking as distinguished from a mere preliminary inquiry or proposal. It includes but is not limited to the service of a condemnation summons and complaint on a party to this Lease.

11.2 Total or Substantial Taking of Leased Premises

In the event of a Total Taking, except for a Taking for temporary use, Tenant's obligation to pay rent shall terminate on, and Tenant's interest in the Leased Premises shall terminate on, the Taking Date. In the event of a Taking, except for a Taking for temporary use, which Tenant considers to be a Substantial Taking, Tenant may, provided that all Lender(s) consent in writing thereto, deliver written notice to Landlord within sixty (60) days after Tenant receives Notice of Intended Taking, notifying Landlord of the Substantial Taking. If Tenant does not so notify Landlord, or any of Tenant's Lenders refuse to consent thereto, the Taking shall be deemed a Partial Taking. If Tenant gives such notice and, within ten (10) days following Tenant's notice, Landlord gives Tenant notice disputing Tenant's contention that there has been a Substantial Taking, the Parties shall resolve their dispute before a court of competent jurisdiction or in such other manner as the Parties and their Lender(s) may mutually agree. If Landlord does not dispute Tenant's contention that there has been a Substantial Taking, or if it is determined, by order of the Court, that there has been a Substantial Taking, then the Taking shall be considered a Substantial Taking and Tenant shall be entitled to terminate this Lease effective as of the Taking Date if (i) Tenant delivers possession of the Leased Premises to Landlord within thirty (30) days after determination that the Taking was a Substantial Taking, and (ii) Tenant was not in Default on the Taking Date under this Lease and has complied with all Lease provisions concerning apportionment of the Award and surrender of the Leased Premises. If these conditions are not met, the Taking shall be treated as a Partial Taking.

11.3 Apportionment And Distribution of Award for Total Taking and Substantial Taking

In the event of a Total Taking or Substantial Taking, all sums, including damages and interest, awarded for the fee or the leasehold or both shall be distributed and disbursed first for the payment of all unpaid real and personal property taxes payable with respect to the Leased Premises or the improvements thereon for the period prior to the Taking (unless the amount of the Award has already been reduced by the amount of such taxes), and the remainder apportioned between Landlord and Tenant in proportion to their respective interests as follows:

(i) Tenant's portion of the Award shall be based upon the sum of (aa) any excess of the present value at the Taking Date of the fair rental value of the Leased Premises, exclusive of Tenant's improvements or alterations for which Tenant is compensated under clause (bb) below, for the remainder of the Term, over the present value at the Taking Date of the rent payable for the remainder of the Term; and (bb) the value at the Taking Date of its interest for the balance of the Term in all improvements or

alterations made to the Leased Premises by Tenant; and (cc) the portion of the Award, if any, allocated to relocation and removal costs of Tenant, if any; and (dd) the portion of the Award, if any, attributable to loss of goodwill or lost profits or damages because of detriment to Tenant's business, if any.

(ii) Landlord's portion of the Award shall be based upon the sum of the value at the Taking Date of the Leased Premises as unimproved land encumbered by this Lease including, without limitation, the present value at the Taking Date of all rents to accrue to Landlord under this Lease and the present value at the Taking Date of Landlord's reversionary interest in the Leased Premises, including all improvements or alterations thereon.

If no portion of the Award is attributable to the items contained in clauses (i)(cc) or (i)(dd) above, Tenant shall have the absolute right to prosecute Tenant's own claim for such damages as permitted by law and to receive and keep all such proceeds free from any claim of Landlord.

11.4 Partial Taking; Abatement and Restoration

If there is a Partial Taking of the Leased Premises, except for a Taking for temporary use, the following shall apply. This Lease shall remain in full force and effect on the portion of the Leased Premises not Taken, except that, notwithstanding anything in this Lease which is or appears to be to the contrary, the annual rent due under this Lease shall be reduced in the same ratio that the market value of the Tenant's interest in the Leased Premises as improved immediately prior to the Taking is reduced by the Taking. The reduction in market value of the Leased Premises shall take into account and shall be determined subject to all Subleases then in effect, and shall be determined upon completion of any repairs, modifications, or alterations to the Improvements on the Leased Premises necessary to restore them to functional and useable condition following the Partial Taking. Within a reasonable time period after a Partial Taking, at Tenant's expense and in the manner specified in the provisions of this Lease relating to construction, maintenance, repairs, and alterations, Tenant shall reconstruct, repair, alter, or modify the Improvements on the Leased Premises so as to make them an operable whole. If Tenant does not repair, alter, modify, or reconstruct as required above, the cost of such repair shall be deducted from Tenant's share, if any, of the Award and paid to Landlord and such failure shall constitute a Default by Tenant under this Lease; provided, that, upon the cure of such Default, the deduction from Tenant's share of the Award which has been previously paid to Landlord, as provided above, shall be returned to Tenant. Any such construction, repairs, alterations or modifications shall be undertaken and completed in compliance with all of the provisions of Section 5.5 of this Lease applicable to Changes to the Improvements, including all provisions contained therein relating to consent of or approval by Landlord.

11.5 Apportionment and Distribution of Award For Partial Taking

On a Partial Taking, all sums including damages and interest, awarded for

the fee title or the leasehold or both, shall be distributed and disbursed, first, to the cost of restoring the Improvements on the Leased Premises to a complete architectural unit of a quality equal to or greater than such Improvements before the Taking, and the remainder shall be apportioned between Landlord and Tenant based upon the formula set forth in Section 11.3.

11.6 Taking for Temporary Use

If there is a Taking of the Leased Premises for temporary use for a period equal to or less than six (6) months, this Lease shall continue in full force and effect, Tenant shall continue to comply with Tenant's obligations under this Lease, neither the Term nor the rent shall be reduced or affected in any way, but shall continue at the level of the last annual rent (regardless of whether computed on a fixed or percentage basis) paid prior to the Taking (including any subsequent increases in such annual rent provided for under this Lease), and Tenant shall be entitled to any Award for the use or estate taken. If any such taking is for a period extending beyond such six (6) month period, the Taking shall be treated under the foregoing provisions for Total, Substantial and Partial Takings, as appropriate.

11.7 Landlord's Right of Eminent Domain; Buyout.

Tenant acknowledges that Landlord has the right of eminent domain in accordance with California law over the Leased Premises. Should Landlord decide to exercise its right of eminent domain over a portion or all of the Leased Premises, Tenant shall not challenge or oppose Landlord's right to take the property, and the just compensation payable to Tenant shall be determined by the judge in the condemnation action. Landlord shall have the right to pay any compensation owing to Tenant in equal monthly installments over a ten (10) year period with interest at the rate of eight percent (8%) per annum, which debt shall be evidenced by a promissory note that shall be fully transferable. Nothing contained in this Lease shall preclude, hinder or delay Landlord's right to exercise its power of eminent domain over Tenant's interests in the Leased Premises. Tenant's interest shall be valued with reference to the obligations and restrictions imposed by this Lease.

12. ARTICLE 12 - DEFAULT

12.1 Events of Default

The occurrence of any one or more of the following events shall, after the giving of a Notice of Default, constitute a default and breach of this Lease by Tenant or Landlord ("Default(s)" or "Event(s) of Default"):

(a) Any failure by Tenant to pay the annual rent or make any other payment required to be made by Tenant hereunder, on the date the payment is due;

(b) The abandonment or surrender of the Leased Premises by Tenant (which shall not be deemed to have occurred merely because a Sublessee of Tenant abandons or vacates its Sublease);

(c) A breach of any material representation or warranty or failure by Tenant or Landlord to observe and perform any other provision of this Lease to be observed or performed by Tenant or Landlord;

(d) An event of insolvency occurs, which event shall be any of the following: Tenant shall make an assignment for the benefit of creditors; Tenant shall file or acquiesce in a petition in any court (whether or not pursuant to any statute of the United States or of any state) in any bankruptcy, reorganization, composition, extension, arrangement or insolvency proceedings; Tenant shall make an application in any such proceedings for, or acquiesce in, the appointment of a trustee or receiver for it or for all or substantially all of its property located at the Leased Premises or for its interest in this Lease, or for substantially all of its property wherever located; any petition shall be filed against Tenant to which it does not acquiesce in any court (whether or not pursuant to any statute of the United States or any state) in any bankruptcy, reorganization, composition, extension, arrangement or insolvency proceedings, and the proceedings shall not be dismissed, discontinued or vacated within ninety (90) days; any proceeding pursuant to the application of any person other than Tenant to which Tenant does not acquiesce, in which a receiver or trustee shall be appointed for Tenant or for all or substantially all of the property of Tenant located at the Leased Premises or for its interest in this Lease or for substantially all of its property wherever located, and the receivership or trusteeship shall not be set aside within ninety (90) days after such appointment; or any judgment, writ, warrant, attachment or execution or similar process shall be issued or levied against a substantial part of the property of Tenant and such judgment, writ or similar process shall not be released, vacated or fully bonded within ninety (90) days of its issue or levy; provided, that if it is determined that this Lease may be assumed by the Tenant's trustee in bankruptcy notwithstanding the above provision and notwithstanding Landlord's reliance on Tenant's particular skill, expertise and character in entering this Lease, said trustee in bankruptcy may not assign this Lease unless (i) said proposed assignee has a net worth at least equal to that of Tenant at the time of execution of this Lease, (ii) the business of the assuming third party is consistent with the character and concept of the prescribed use of the Leased Premises, and (iii) all other provisions of 11 U.S.C. Section 365(f)(2)(B), as well as other applicable bankruptcy law provisions for Landlord's benefit and protection, are satisfied before any assignment of Tenant's rights or assumption of Tenant's obligations under this Lease. This paragraph shall not be deemed to waive any of Landlord's rights under bankruptcy law or otherwise;

(e) A failure by Tenant to perform its obligations under, or a failure by Tenant to observe, Article 8 with respect to Transfer of the Lease or any interest therein, or any other Transfer prohibited therein; or if Tenant shall suffer or permit any of the foregoing, other than as specifically approved in writing by Landlord; and

(f) A failure by Tenant to pay or discharge any liens or claims of liens or to provide a bond therefore in accordance with Section 5.4 hereof.

12.2 Notices of Tenant Default; Cure Rights

12.2.1 If Tenant is in Default under this Lease, as a precondition to pursuing any remedy for an alleged Default by Tenant, Landlord shall give notice of said Default (“Notice of Default”) to Tenant, and any applicable cure period shall have expired. Each Notice of Default shall specify the alleged Event of Default.

12.2.2 If the alleged Default is nonpayment of rent, Impositions or other sums to be paid by Tenant as provided in this Lease, Tenant shall have fifteen (15) days after notice is given to cure the Default. For any other Default, Tenant shall, after notice, promptly and diligently commence curing the Default and shall have sixty (60) days after notice is given to complete the cure of said Default; provided, however, that if the nature of said Default is such that the same cannot reasonably be cured within said sixty (60) day period, Tenant shall have such additional time as is reasonably necessary to cure such Default, but in no event more than one hundred and twenty (120) days after the Notice of Default is given.

12.3 Landlord’s Right to Cure Tenant’s Defaults

After expiration of the applicable time for curing a particular Default, or before the expiration of that time in the event of an emergency, Landlord may, at Landlord’s election, make any payment required of Tenant under this Lease or perform or comply with any covenant or condition imposed on Tenant under this Lease, and the amount so paid, plus the reasonable cost of any such performance or compliance, plus interest on such sum at rate of ten percent per annum (or the highest lawful rate, if lower) from the date of payment, performance, or compliance until the date of repayment by Tenant, shall be due and payable by Tenant on the first day of the next calendar month following any such payment, performance or compliance by Landlord as additional rent hereunder. No such act shall constitute a waiver of any Default or of any remedy for Default or render Landlord liable for any loss or damage resulting from any such act.

12.4 Tenant Remedies for Landlord’s Default; Tenant Waiver

If Landlord is in Default under this Lease, as a precondition to pursuing any remedy for an alleged Default by Landlord, Tenant shall deliver a Notice of Default to Landlord. Each Notice of Default shall specify the alleged Event of Default. Landlord shall, after notice, promptly and diligently commence curing the Default and shall have sixty (60) days after notice is given to complete the cure of said Default; provided, however, that if the nature of said Default is such that the same cannot reasonably be cured within said sixty (60) day period, Landlord shall have such time as is reasonably necessary to complete the cure of said Default, but in no event more than one hundred and twenty (120) days after the Notice of Default is given. Tenant hereby waives the protections of California Civil Code Sections 1932 and 1933, or any other successor

statute containing like protections. In the event Landlord's default is not cured within the cure period specified herein, Tenant shall have all remedies available under applicable law, provided, however, that Tenant shall in no event have a right to claim or obtain consequential damages against Landlord, and notwithstanding any other provision, Tenant hereby waives and releases Landlord, its Board, officers and employees and all Landlord Representatives from any such right or claim. In connection with the foregoing waiver and release, Tenant acknowledges that it is familiar with and hereby waives the protections of Civil Code Section 1542, which provides: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

12.5 Landlord's Remedies.

12.5.1 Right to Terminate

If any Default by Tenant shall continue uncured, following Notice of Default as required by this Lease, for the entire cure period applicable to that Default under the provisions of this Lease ("Uncured Default"), then in addition to any other remedies available to Landlord at law or in equity, and subject to the rights of a Lender expressly set forth in this Lease, Landlord shall have the immediate option to terminate this Lease and all rights of Tenant hereunder by giving written notice of such termination. In the event that Landlord shall so elect to terminate this Lease then Landlord may recover from Tenant:

- a. The worth at the time of award of any unpaid Rent which had been earned at the time of such termination; plus
- b. The worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus
- c. The worth at the time of award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; plus
- d. Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom; and

- e. At Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable California law.

The term "Rent" as used herein shall be deemed to include the annual rent (regardless of whether computed on a fixed or percentage basis) and all other sums required to be paid by Tenant pursuant to the terms of this Lease.

As used in subsections (a) and (b) above, the "worth at the time of award" is computed by allowing interest at the Agreed Rate. As used in subparagraph (c) above, the "worth at the time of award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco in effect at the time of award plus one percent (1%).

12.5.2 Right to Reenter.

To the extent permitted by law, in the event of any such material Uncured Default by Tenant, Landlord shall also have the right, with or without terminating this Lease, to reenter the Leased Premises and remove all persons and property therefrom by summary proceedings or otherwise. Such property on the Leased Premises may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant. Notwithstanding any provision of this Lease which may be or appear to be to the contrary, in the event of any such material Uncured Default, Landlord may also elect to retain all of Tenant's fixtures, furniture, equipment, improvements, additions, alterations, and any other personal property ("fixtures, furniture and equipment") on the Leased Premises and, in that event, and continuing during the length of said Uncured Default, Landlord shall have the right to take the exclusive possession of same and to use same, rent free and without charge therefore. The election of one remedy for any one item of property shall not foreclose an election of any other remedy for another item or for the same item at a later time.

12.5.3 Right to Relet on Tenant's Account

12.5.3.1 In the event of abandonment of the Leased Premises by Tenant, or in the event that Landlord shall elect to reenter as provided in Section 12.5.2 above without exercising its option to terminate the Lease, then Landlord may, pursuant to Section 1951.4 of the Civil Code of the State of California, either recover all rental as it becomes due (if said rental consists in whole or in part of a percentage rent it shall be deemed that the percentage rental for the year or years after the Leased Premises are abandoned by Tenant shall be equal each year to the percentage rental paid for the last year prior to the vacation or abandonment of the Leased Premises by Tenant) or relet for Tenant's account the Leased Premises or any part thereof for such term or terms and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable and, in connection therewith, Landlord shall have the right to make alterations and repairs to the Leased Premises.

12.5.3.2 In the event that Landlord shall so elect to relet, then rentals received by Landlord from such reletting shall be applied: first, to the payment of any indebtedness, other than rent due hereunder, owed by Tenant to Landlord; second, to the payment of the cost of such reletting; third, to the payment of the cost of reasonable alterations and repairs to the Leased Premises made by Landlord; fourth, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. Should that portion of such rentals received from such reletting during any month which is applied to the payment of rent hereunder be less than the rent payable during that month by Tenant hereunder, then Tenant shall pay such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. Tenant shall also pay to Landlord, as soon as ascertained, any costs and expenses incurred by Landlord in such reletting or in making such alterations and repairs not covered by the rentals received from such reletting.

12.5.4 Effect of Reentry

No reentry or taking possession of the Leased Premises by Landlord pursuant to this Section 12.5 shall be construed as an election to terminate this Lease unless a written notice of such intention be given to Tenant by Landlord or unless the termination thereof be decreed by a court of competent jurisdiction. To the extent permitted by law, Landlord may at any time after such reletting elect to terminate this Lease for any Default by Tenant, and may thereafter pursue any and all remedies available to Landlord upon such termination.

12.6 Remedies Cumulative.

Each right and remedy of Landlord and Tenant provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or the beginning of the exercise by Landlord or Tenant of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Landlord or Tenant of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

12.7 No Waiver

Landlord's or Tenant's failure to enforce any provision of this Lease with respect to a Default hereunder shall not constitute a waiver of Landlord's or Tenant's right to enforce such provision or any other provision with respect to any future Default. The acceptance of rent by Landlord shall not be deemed a waiver of Landlord's right to enforce any term or provision hereof. The waiver of any term or condition of this Lease shall not be deemed to be a waiver of any other term or condition hereof or of any subsequent failure of any term or condition hereof.

12.8 Delays in Performance

The time within which the parties hereto shall be required to perform any act under this Lease, other than the payment of rent, taxes, insurance, or other obligations to pay money that are treated as rent, shall be extended by a period of time equal to the number of days during which performance of such act is delayed due to an act of God, supernatural causes, strikes, lockouts, fire, earthquake, flood, explosion, war, invasion, insurrection, riot, mob violence, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, unusually severe weather, court order, delays or inaction of independent contractors, or similar events which are completely and strictly beyond that party's control. The additional grace period or extension of time provided above shall be equal to the period of delay caused by the above-described event, which period shall commence to run from the time of the commencement of the cause for delay and shall terminate upon termination of that cause. A party wishing to invoke this Section shall notify in writing the other party to this Agreement of that intention within six (6) months of the date on which it knew or should have known of the commencement of any such cause for delay and shall, at that time, specify the reasons therefore. The failure to so notify the other party within that period as to the cause for delay shall constitute a waiver of any right to later rely upon this Section with respect to that cause.

13. ARTICLE 13 - EXPIRATION; TERMINATION

13.1 Tenant's Duty To Surrender

13.1.1 At the expiration or earlier termination of this Lease, Tenant shall surrender to Landlord the possession of the Leased Premises free and clear of all liens and encumbrances other than those, if any, created by Landlord or which Landlord approves in writing at the time of said expiration or earlier termination. Surrender or removal of improvements, fixtures and trade fixtures shall be as directed in the provisions of this Lease on ownership of Improvements at termination or expiration of the Term. Except for those limited circumstances under which Tenant has no obligation to repair, rebuild and restore the Project following damage or destruction under express terms of Article 6 above, Tenant shall leave the Leased Premises and any other property surrendered in good condition and repair, ordinary wear and tear excepted. Tenant shall restore all damage to the Leased Premises resulting from removal of any furniture, removable personal property or trade fixtures pursuant to Section 5.6 above. All property that Tenant is required to surrender shall become Landlord's property at termination or expiration of this Lease. All property that Tenant is not required to surrender but that Tenant does abandon by failure to remove said property within thirty (30) days after the expiration or earlier termination of this Lease shall, at Landlord's election, become Landlord's property.

13.1.2 Unless the Improvements on the Leased Premises at the expiration or earlier termination of this Lease are in a functional, useable and reasonable condition and state of repair (taking into account the age of the Improvements), Landlord shall have the right, at said expiration or earlier termination of this Lease, to demand the

removal from the Leased Premises of all Improvements or of certain specified Improvements thereon at Tenant's sole cost and expense. A demand for the removal of said Improvement(s) shall be made by notice given within six (6) months before the expiration, or at the time of the earlier termination, of this Lease, and Tenant shall comply with said notice no later than the later of: (A) ninety (90) days after the expiration or earlier termination of this Lease, or (B) ninety (90) days after the later of (i) Lender's election not to enter into a new lease within the time therein provided, or (ii) the expiration of the applicable cure period for Lender's cure of the Uncured Default, if any, giving rise to the termination of this Lease with the cure of such Uncured Default not having been completed within such cure period. No removal of such Improvements shall be started until the period for exercise of Lender's right, if any, to enter into a new lease has expired. The duty imposed by this provision includes, but is not limited to, the duty to demolish and remove all basements, foundations, buildings and structures, fill and compact all excavations, remove utilities, if requested, return the surface to grade, and leave the premises safe and free from debris and hazards.

13.1.3 If Tenant fails to surrender the Leased Premises at the expiration or sooner termination of this Lease, Tenant shall indemnify, defend and hold Landlord, its Board, officers and employees and its Representatives, and the property of Landlord, harmless from all Liabilities resulting from the delay or failure to surrender, including, without limitation, claims made by any succeeding tenant founded on or resulting from Tenant's failure to surrender.

13.1.4 If requested to do so, Tenant shall, upon the expiration or earlier termination of this Lease, execute, acknowledge and deliver to Landlord such instruments of further assurance as in the opinion of Landlord are necessary or desirable to confirm or perfect Landlord's right, title and interest in and to the Leased Premises, and any other property surrendered to Landlord pursuant to this Lease, free and clear of any claim by Tenant.

14. ARTICLE 14 - MISCELLANEOUS

14.1 Tenant's Representations and Warranties.

Tenant covenants, represents and warrants to Landlord, as of the date of execution of this Lease, as follows:

(a) Tenant has all requisite power and authority to enter into and perform its obligations under this Lease.

(b) All consents, approvals and authorizations of all applicable governmental authorities, other than Landlord, required in connection with the execution, delivery and performance by Tenant of this Lease have been obtained and delivered to the Landlord on or before the Effective Date of this Lease.

(c) Tenant has duly obtained and maintained, and will continue to obtain and maintain all material licenses, permits, consents and approvals required by all applicable governmental authorities to own and operate its respective businesses and properties as now owned and hereafter owned.

(d) With respect to the financial condition of Tenant:

(1) Tenant has furnished Landlord and will annually upon request furnish Landlord with true and correct copies of its Balance Sheet and the related Statements of Income (Loss), and Statements of Changes in Financial Position (collectively, the "Financial Statements"). Subject to the California Public Records Act and other applicable laws, Landlord will use reasonable efforts to maintain the confidentiality of the Financial Statements which Tenant designates as confidential, to the extent permitted by law.

(2) The Financial Statements have been and will be prepared in accordance with generally accepted accounting principles consistently applied throughout the periods indicated. The Balance Sheets fairly present financial conditions as of the date indicated, and the Statements of Income (Loss) and Statements of Changes in Financial Condition fairly present, in accordance with such accounting principles, the results of operations, the application of funds, and the changes in Tenant's financial condition for the respective periods indicated.

(3) There have been no changes in the assets, liabilities, financial condition or affairs of Tenant set forth or reflected in the most recent Financial Statements supplied to Landlord, which either in any one case or in the aggregate, would materially or adversely affect Tenant's ability to perform its obligations hereunder.

(4) The charges, accruals and reserves in the books of Tenant, if any, since inception of Tenant to the date hereof are adequate in accordance with generally accepted accounting principles to reflect any changes in the financial condition of Tenant since its inception.

(5) Tenant agrees to promptly notify Landlord of any material errors or changes in the Financial Statements provided to Landlord.

(e) All filings, reports and tax returns of Tenant which are required to be made or filed with any governmental authority have been and will continue to be duly made and filed, and all taxes, assessments, fees and other governmental charges upon Tenant, or upon any of its respective properties, assets, income or franchises, which are due and payable, have been, and will continue to be, paid when due, other than those which are presently payable without penalty or interest, or which Tenant is contesting in good faith.

(f) There are no suits, other proceedings or investigations pending or, to the best of Tenant's knowledge, threatened against, or affecting the business or the

properties of Tenant, other than as previously disclosed in writing to Landlord, which would materially impair Tenant's ability to perform under this Lease nor is Tenant in violation of any laws or ordinances which would materially impair Tenant's performance of its obligations under this Lease.

(g) There are no facts now in existence which would, with the giving of notice or the lapse of time, or both, constitute a "Default" or an "Event of Default" hereunder.

(h) Tenant has not received any notice from any governing jurisdiction of any violation of laws or ordinances, nor any notice requiring any improvements or alterations to be made in connection with the Improvements to be constructed on the Leased Premises.

(i) Tenant does not know or have any reason to know, except as disclosed to Landlord, of any adverse conditions, circumstances, or pending or threatened litigation, governmental action, or other condition which could prevent or materially impair Tenant's ability to develop the Leased Premises as contemplated by the terms of this Lease.

(j) This Lease and all other instruments to be executed in connection herewith will, as of the date of their execution, have been duly and validly executed by Tenant, and each such document constitutes, or will, as of the date executed, constitute, a legally valid, binding and fully enforceable obligation of Tenant thereto, in accordance with each and every term and condition stated therein. Tenant assumes due and valid execution of this Lease by Landlord in making the above representations.

14.2 Estoppel Certificate

Within ten (10) days after request by Landlord or Tenant (which request may be from time to time as often as reasonably required by Landlord or Tenant) Landlord or Tenant shall execute and deliver to the other, without charge, a statement in the form of Exhibit "C", attached hereto, or in such other similar form as Landlord or Tenant may reasonably request. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Leased Premises or of all or any portion of the development of which the Leased Premises are a part. Tenant's or Landlord's failure to deliver such statement within ten (10) days of a written request therefore shall be a binding agreement of Tenant or Landlord (i) that this Lease is in full force and effect without modification except as may be represented by the Party requesting said statement, (ii) that there are no uncured defaults in the requesting Party's performance hereunder, (iii) that there have not been any payments of advance rent other than as provided in the provisions of this Lease, and (iv) that such purchaser or encumbrancer may rely upon the truth of such other matters as are contained in such statement.

14.3 Notices

All notices, requests, demands and other communications under this Lease shall be in writing and shall be deemed to have been given on (i) the date of service if served personally on the party to whom notice is to be given, (ii) the date of actual or attempted delivery provided such attempted delivery is made on a business day, if served by Federal Express, Express Mail or another like overnight delivery service, or (iii) the date of actual delivery as shown by the addressee's registry or certification of receipt or the third business day after the date of mailing, whichever is earlier, if mailed to the person to whom notice is to be given, by first class mail, registered or certified, postage prepaid, return receipt requested and properly addressed as follows:

If to Landlord:

Los Angeles Pierce College
6201 Winnetka Avenue
Los Angeles, California 91371
Attn.: President & Vice-President of Administration

With copies to:

Los Angeles Community College District
770 Wilshire Boulevard
Los Angeles, California 90017
Attn: General Counsel & Facilities Planning and Development
Office

If to Tenant:

West Valley Soccer League
Attn: Howard Fink
20700 Ventura Boulevard
Suite 340
Woodland Hills, California 91364

All notices to Lender shall be "courtesy" notices, and the failure to give any such notices shall not affect, limit or in any way restrict the rights of the Landlord hereunder; provided, however, if the Landlord (i) fails to give Lender notice of Tenant's failure to pay and discharge, or cause the Leased Premises to be released from, a mechanic's, materialman's, contractor's or subcontractor's lien or claim of lien prior to Landlord's payment, adjustment, compromise, or discharge of such lien in accordance with Section 5.4 of this Lease, or (ii) fails to give Lender notice of Tenant's failure to pay any Impositions as required by this Lease prior to Landlord's payment of any such Impositions in accordance with Section 8.7 of this Lease, then Lender or its Proposed Transferee or Successor Transferee, should it thereafter succeed to Tenant's rights and obligations under this Lease by foreclosure or otherwise, shall not be bound to reimburse

Landlord for such expenditures as would otherwise be required under Section 12.3 of this Lease. The limitation on Lender's liability provided under this Section 14.3, or the failure of Landlord to provide Lender with the notices described above, shall not in any way limit, restrict or excuse Tenant's obligation to reimburse Landlord for any expenditures under Sections 5.4 and 8.7 as provided in Section 12.3 of this Lease, nor shall such limitation on liability, or such failure to provide notice, limit, restrict or impede the exercise against Tenant of any rights or remedies provided to Landlord by this Lease.

14.4 Headings

The headings used in this Lease are inserted for reference purposes only and do not affect the interpretation of the terms and conditions hereof.

14.5 Rights of Successors.

All of the rights and obligations of the parties under this Lease shall bind and inure to the benefit of their respective heirs, successors and assigns; provided, however, that nothing in this Section 14.6 shall be construed to limit or waive the provisions concerning restrictions on Transfer set forth in Article 8 hereof.

14.6 Amendments in Writing.

This Lease cannot be orally amended or modified. Any modification or amendment hereof must be in writing and signed by the party to be charged.

14.7 Time of Essence.

Time is of the essence of each provision in this Lease.

14.8 Interpretation.

This Lease shall be interpreted to create both contractual rights and obligations between Landlord and Tenant and a leasehold interest in real property. When the context and construction so require, all words used in the singular herein shall be deemed to have been used in the plural, and the masculine shall include the feminine and neuter and vice versa. The term "person" as used in this Lease means a natural person, corporation, association, partnership, organization, business, trust, individual, or a governmental authority, agency, instrumentality or political subdivision, and whenever the word "day" or "days" is used herein, such shall refer to calendar day or days, unless otherwise specifically provided herein. Whenever a reference is made herein to a particular Section of this Lease, it shall mean and include all subsections and subparts thereof.

14.9 Applicable Law; Severability

The interpretation and enforcement of this Lease shall be governed by the laws of the State of California. Should any part, term, portion or provision of this Lease, or the application thereof to any person or circumstances be held to be illegal or in conflict with any Applicable Governmental Restrictions, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, portions or provisions, or the application thereof to other persons or circumstances, shall be deemed severable and the same shall remain enforceable and valid to the fullest extent permitted by law. Any legal actions, claims, or proceedings arising out of or related to this Agreement shall be brought in the appropriate court or jurisdiction, County of Los Angeles.

14.10 Exhibits

All exhibits referred to in this Lease are attached hereto and incorporated herein by reference.

14.11 Waiver of Subrogation

Landlord and Tenant hereby release the other and their Representatives from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to the Leased Premises, any improvements thereon, or any of Tenant's merchandise or other property thereon caused by or arising from a fire or any other event with respect to which insurance is required to be carried pursuant to Article 10 hereof or with respect to which insurance is actually carried, even if such fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible.

14.12 Attornment by Tenant

In the event that Landlord assigns its interest in the Leased Premises or the Lease, Tenant shall attorn to the assignee of Landlord, and shall recognize same as Landlord under this Lease.

14.13 Landlord's Rights of Inspection

Landlord and its authorized agents and representatives shall have the right at any time and from time to time to enter upon the Leased Premises for purposes of (i) inspecting the same, (ii) making any necessary repairs thereto pursuant to this Lease or taking such other actions as may be authorized by the provisions hereof, or (iii) posting notices of non-responsibility in accordance with its rights under this Lease. If Landlord, in its reasonable discretion, determines that any work or materials are not in conformity with any Plans approved pursuant to this Lease, any Applicable Governmental Restrictions, or any other provisions of this Lease, Landlord may stop the work and order correction of any such work or materials, and, at the time of taking such action, shall deliver a "courtesy" copy to any Lender notifying such Lender of Landlord's action pursuant to this Section 14.16. Inspection by Landlord of the Leased Premises or any improvements thereon is for the sole purpose of protecting the rights of Landlord and is not to be construed as an acknowledgment, acceptance or representation by Landlord that there has been compliance with any Plans, or that the Leased Premises or any improvements thereon will be free of faulty materials or workmanship. Any holder of any encumbrance on any portion of the Leased Premises shall make or cause to be made such other independent inspections as are permitted by this Lease and as it deems necessary for its own protection, and nothing contained herein shall be construed as requiring Landlord to construct or supervise construction of any improvements on the Leased Premises or any portion thereof.

14.14 Nonmerger of Fee and Leasehold Estates

If both Landlord's and Tenant's estates in the Leased Premises become vested in the same owner (other than by termination of this Lease following an Uncured Default hereunder), this Lease shall not be terminated by application of the doctrine of merger except at the express election of the owner and with the consent of any Lender(s) on a Leasehold Mortgage.

14.15 Nonliability of Landlord Representatives

No Landlord Representatives shall be personally liable to Tenant, or any successor in interest, in the event of any default or breach by the Landlord, or for any amount which may become due to the Tenant or successor, or on any obligation under the terms of this Lease.

14.16 Counterparts

This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

14.17 Authority; Amendments.

Each person executing this Lease on behalf of Tenant and Landlord hereby represents and warrants (i) his authority to do so on behalf of that party, (ii) that such authority has been duly and validly conferred and (iii) that Tenant or Landlord, as appropriate, has full right and authority to enter into this Lease.

The Chancellor of Landlord (or his or her designee) is authorized to execute and approve, in his or her sole discretion, without further approval from the governing board of Landlord, any amendments, modifications or approvals to or under this Lease which may be necessary or desirable in furtherance of the financing, development, and operation of the Project, provided that such amendments, modifications or approvals do not extend the term, decrease the amount of rent payable hereunder, or otherwise materially change the terms hereof approved by the Landlord's Board of Trustees.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first above written.

TENANT:

FILL IN OFFICIAL NAME

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

LANDLORD:

LOS ANGELES COMMUNITY COLLEGE
DISTRICT

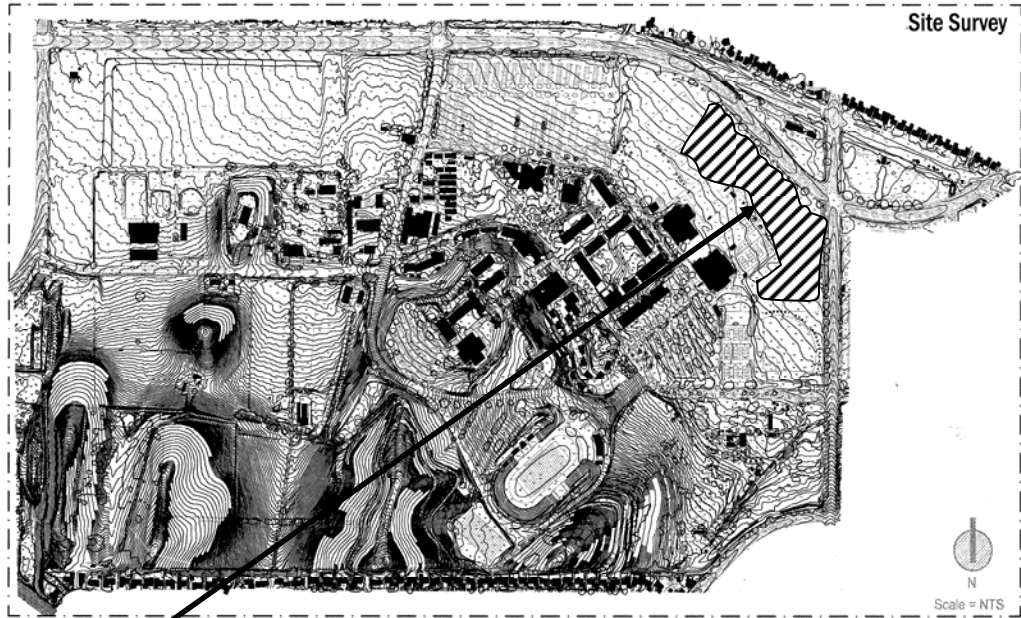
By: _____
Darroch F. Young, Chancellor

APPROVED AS TO FORM
FOR DISTRICT BY:

By: _____
Counsel

EXHIBIT "A" TO JOINT OCCUPANCY LEASE

Site Plan
Pierce College



02

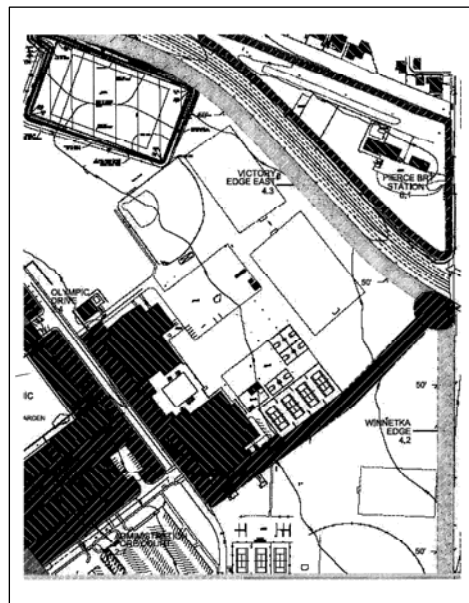
berliner and associates
ARCHITECTS

Note hashed area on site survey which approximately delineates the Joint Occupancy Leased area. Maps are not to scale. See following page for detailed map.

Route of Planned Walkway

Site plan as shown to the right indicates the location of the walkway which shall extend from the corner of Victory Boulevard and Winnetka Avenue to the South East side of the South Gym.

Dark area on the map indicates the path of travel.



Detailed Site Plan
Pierce College
(Map not to scale)

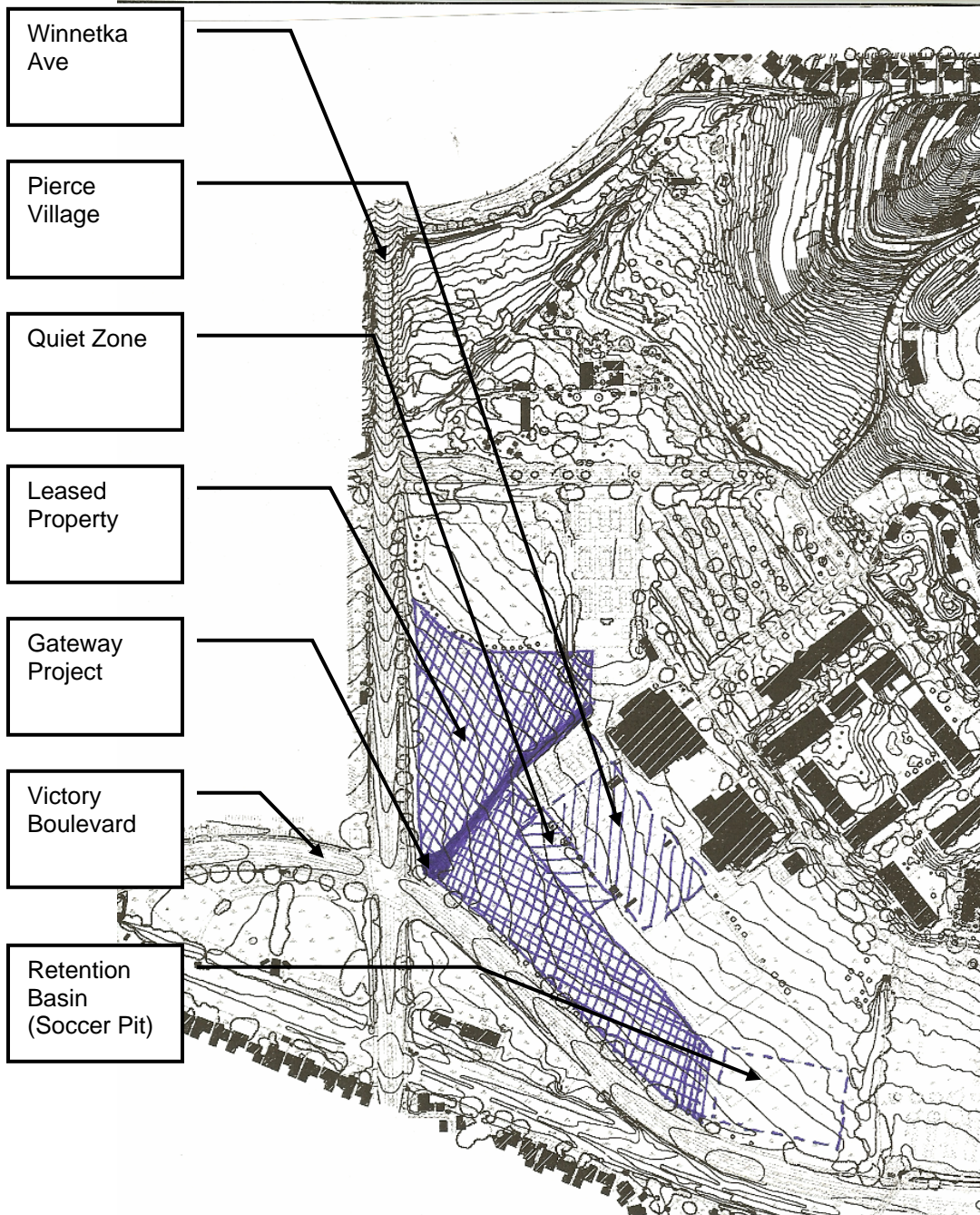


EXHIBIT "B" TO JOINT OCCUPANCY LEASE

Form of Certificate of Completion

CERTIFICATE OF COMPLETION

WHEREAS, by the terms of that certain Lease dated as of _____, by and between the LOS ANGELES COMMUNITY COLLEGE DISTRICT ("Landlord") and the West Valley Soccer League ("Tenant"), Tenant has satisfactorily completed the construction required to be completed by Tenant on the parcels legally described in Exhibit "A" attached hereto, together with all parking, landscaping, and other improvements on the Leased Premises described in the Lease which are required to be completed by Tenant prior to commencement of business on said parcels/Leased Premises legally described in Exhibit "A" hereto, according to the terms and conditions of the Lease; and

WHEREAS, pursuant to Section 5.7 of the Agreement, promptly after completion of such construction work by Tenant, Landlord is to furnish Tenant with a Certificate of Completion upon written request therefore by Tenant; and

WHEREAS, the issuance by the Landlord of said Certificate of Completion is to be conclusive evidence that Tenant has complied with the terms of the Lease dated as of _____, by and between Landlord and Tenant (the "Lease") pertaining to the commencement and completion of the construction covered by said Certificate of Completion; and

WHEREAS, Tenant has requested that Landlord furnish Tenant with a Certificate of Completion; and

WHEREAS, Landlord has conclusively determined that the construction covered by said Certificate of Completion has been satisfactorily commenced and completed as required by the Agreement;

NOW, THEREFORE:

1. As provided in the Agreement and the Lease, Landlord does hereby certify that redevelopment of the parcels legally described in Exhibit "A" attached hereto, together with all parking, landscaping and other improvements on the Leased Premises described in the Lease which are required to be completed by Tenant prior to commencement of business on said parcels/Leased Premises legally described in Exhibit "A" hereto have been fully and satisfactorily performed and completed, and such redevelopment has been completed in full compliance with the Lease.

EXHIBIT "C" TO JOINT OCCUPANCY LEASE

Estoppel Certificate

STATEMENT OF [TENANT/LANDLORD]

The undersigned, as [Tenant/Landlord], under that Lease dated as of _____ made by the Los Angeles Community College District as Landlord and the West Valley Soccer League as Tenant, hereby certifies as follows:

- (1) That the [undersigned/Tenant] has entered into occupancy of the premises described in said lease;
- (2) That said lease is in full force and effect and has not been assigned, modified, supplemented or amended in any way, except as follows:

_____;
- (3) That the Effective Date of said lease is _____;
- (4) That there is an unexpired term hereunder of _____ years;
- (5) That all conditions of said lease to be performed by [Landlord/Tenant] and necessary to the enforceability of said lease have been satisfied;
- (6) That there are no defaults by either Tenant or Landlord thereunder;
- (7) That no rents have been prepaid, other than as provided in said lease; and
- (8) That on this date there are no existing defenses or offsets which the undersigned has against the enforcement of said lease by [Landlord/Tenant].

The [undersigned/Tenant] hereby agrees:

- (1) To disclaim all right, title or interest in said premises except the rights granted by said lease; and

(2) To give to the holder of any mortgage affecting the Leased Premises, or its assignee, the same right as the Landlord has to cure any default complained of in any notice or demand.

EXECUTED THIS _____ day of _____, 20__.

[TENANT/LANDLORD]:

By: _____

Name: _____

Its: _____

Exhibit "D" Schedule of Performance