

EXECUTION COPY

COOPERATION AGREEMENT

This Cooperation Agreement is made and entered into as of this 29th day of May, 2001, by and between the Coalition and the Developer.

RECITALS

A. Developer has proposed to build the Los Angeles Sports and Entertainment District adjacent to STAPLES Center in downtown Los Angeles on property on six blocks known as the Olympic/Figueroa Properties.

B. The Coalition and the Interested Organizations have commented extensively on the environmental impact report prepared for the Los Angeles Sports and Entertainment District prepared by the City and have stated concerns about the impact of, and potential opposition to, the project as described the E.I.R.

C. The Developer believes that the E.I.R. is legally adequate and that the Project and Project Approvals will provide significant benefit to the City and the community. No housing or neighborhood businesses will be relocated as a result of the Project, except as may be necessary to provide the community benefits described in the attached Community Benefits Program.

D. The Coalition has advocated that the Project should include other community benefits for economic justice including, without limitation, affordable housing, parks and open space, and living wages for workers;

E. The Parties have agreed that it may be in their mutual interests to attempt to resolve the concerns of the Coalition through cooperation and settlement, rather than through litigation;

F. The Parties desire that any litigation be settled according to the terms set forth in this Agreement and that the Parties undertake the Community Benefits Program.

DEFINITIONS

As used in this Agreement, the following capitalized terms shall have the following meanings. All definitions include both the singular and plural form.

“Agency” shall mean the Community Redevelopment Agency of the City of Los Angeles.

“Agreement” shall mean this Cooperation Agreement.

“Coalition” shall mean the unincorporated association comprised collectively of the following organizations, which are signatories to this Agreement: Central American Resource Center (CARECEN); Coalition L.A.; Concerned Citizens of South Central Los Angeles; Coalition for Humane Immigrant Rights of Los Angeles (CHIRLA); Environmental Defense – Environmental

EXECUTION COPY

Justice Project Office (subject to paragraph 12); Esperanza Community Housing Corporation; H.E.R.E. Local 11; Los Angeles Alliance for a New Economy (LAANE); and Strategic Actions for a Just Economy (SAJE). References to “Coalition” shall mean these Organizations both collectively and individually. Only organizations signatory to this Agreement shall be included in the definition of “Coalition.” The Coalition shall be represented by Strategic Actions for a Just Economy (SAJE) until such time as the Coalition becomes an incorporated nonprofit. At all times and for all issues relating to this Agreement, SAJE will follow the guidance of the Coalition’s Steering Committee. Contemporaneous with or subsequent to the initial execution of this Agreement, one or more Interested Organizations may become signatories to this Agreement by appending additional signatures or signature pages to this Agreement and shall thereafter be included in the unincorporated association comprised collectively of the organizations that are signatories to this Agreement and in the definition of “Coalition” herein, and shall have all the rights and bear all the responsibilities of each other organization that is a signatory to this Agreement. Obligations of a member organization of the Coalition shall be obligations of individuals who are paid staff members or members of the Board of Directions of that organization, when such individuals are speaking or acting ostensibly in a capacity as a member of that organization.

“City” shall mean the City of Los Angeles.

“Developer” shall mean the L.A. Arena Land Company, and Flower Holdings, LLC.

“Developer Releasees” shall mean the Developer and the Developer’s present and former partners, stockholders, parent and subsidiary corporations, funders, affiliates, agents, representatives, predecessors- and successors-in-interest, assigns, transferees, associates, employees, insurers, attorneys, officers, directors, officials, underwriters, sureties, guarantors, lenders and contractors, collectively and individually.

“Effective Date” shall mean May 29, 2001.

“E.I.R.” shall mean the environmental impact report prepared by the City for the Project, in compliance with the California Environmental Quality Act, including both the Draft and Final Environmental Impact Reports.

“Interested Organizations” shall mean the following community-based and public interest organizations, nonprofit corporations, unincorporated associations or other entities with a concern or interest in the Project, Project Approvals, similar or related projects and/or the subject matter of this Agreement and who may or may not have participated directly or indirectly to some degree in the discussions, negotiations or events leading up to this Agreement but who are not signatories to or bound by the terms of this Agreement: Association of Community Organizations for Reform Now (ACORN); Action for Grassroots Empowerment and Neighborhood Development Alternatives (AGENDA); All People’s Christian Center; Blazers Youth Services; Budlong and Jefferson Block Club; Coalition for Community Health; El Rescate; Episcopal Church of St. Phillip the Evangelist; Faithful Service Baptist Church; First United Methodist Church; Neighbors for An Improved Community (NIC); St. Agnes Catholic Church; St. John’s Episcopal Church; St. John’s Well Child Center; St. Mark’s Lutheran Church; Service Employees International Union (SEIU), Local 1877; Student Coalition Against Labor Exploitation (SCALE); and United University Church. References to “Interested Organizations”

EXECUTION COPY

shall mean these organizations both collectively and individually. References to actions on the part of an “Interested Organization” shall refer to individuals who are paid staff members or members of the Board of Directions of that organization, when such individuals are speaking or acting ostensibly in a capacity as a member of that organization.

“Organization” shall mean each entity that is a member of the Coalition as defined above.

“Party” shall mean either the Coalition or the Developer.

“Project” shall mean the Los Angeles Sports and Entertainment District as described in the E.I.R., to be built adjacent to STAPLES Center in downtown Los Angeles on the Property. The term “Project” shall include any changes, modifications or amendments to the Project that do not materially change the nature or character of the project as described in the E.I.R.

“Project Approvals” shall mean any and all actions relating to the Project, whether discretionary or ministerial, that, in order for the Project to be built and become fully operational, are required to be taken by any governmental agency, including without limitation the City and all City departments, boards, commissions and agencies; the Agency; and any other federal, state, or local governmental department, agency, or entity. Such actions include, without limitation, (1) approval of the E.I.R.; (2) other environmental reviews pursuant to CEQA or the National Environmental Policy Act, and mitigation monitoring plans; (3) building permits, foundation permits, structural permits, mechanical, electrical and plumbing permits and other permits necessary for the construction of the Project or use of the Property, (4) Specific Plan approvals, site plan review approvals, conditional use permits, street vacations, revocable permits to occupy, variances, general plan amendments, Specific Plan amendments, zone changes, and other permits, actions, approvals and determinations the terms of which may not be fully known at this time and related subordinate approvals; (5) any other past, present or future permit, approval, action or determination of a public agency required to be taken in order for the Project to be built and become fully operational; and (6) any amendments, supplements, rescissions, terminations, extensions, public agency legislative approvals, public agency resolutions, public agency administrative approvals, or judicial approvals pertaining to any of the foregoing.

“Property” shall mean the Olympic/Figueroa Properties, including the Olympic West, Olympic East, Olympic North, Figueroa North, Figueroa Central and Figueroa South Properties as such properties are defined in the E.I.R.

“Public Releasees” shall mean the City and the Agency, and their political subdivisions, boards, councils, agents, representatives, employees, attorneys, officers, officeholders, officials, underwriters, sureties, guarantors, lenders and contractors, individually and collectively.

“Released Claims” shall mean claims released by the Coalition, and by each Organization, individually, in paragraph 4 of this Agreement.

“Specific Plan” shall mean the Los Angeles Sports and Entertainment District Specific Plan, City plan case 2000-5433-DA/GPA/SP/ZC.

EXECUTION COPY

“Transferee” shall mean a person or entity that acquires a fee simple interest or a ground lease from the Developer for the purpose of developing all or any portion of the Proposed Development.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and undertakings set forth herein and other consideration, the receipt and adequacy of which the Parties hereby acknowledge, the Parties agree as follows:

1. Offer to Compromise. This Agreement is an offer to compromise pursuant to California Evidence Code Section 1152, made without admission of liability, to avoid litigation.

2. Obligations of Developer. Developer covenants that it shall, at such time as the building permit for the construction of any component of the Project (excluding the proposed parking structure within the Olympic West Properties as such term is defined in the E.I.R.) is issued and acted upon (the “Permit Action Date”), or such later or earlier time as indicated in Attachment A below, carry out its obligations under the Community Benefits Program set forth as Attachment A and incorporated herein by this reference. The Developer shall use best efforts to include all or relevant portions of the Community Benefits Program into one or more appropriate agreements with the City or the Agency, including a disposition and development agreement, development agreement or similar document. The obligations of Developer and its successors, transferees and assigns under this Paragraph 2 and the Community Benefits Program shall terminate on December 31, 2111 or such earlier or later time as may be specified for any particular obligation in the Community Benefits Program.

3. Support Obligations of Coalition. The Coalition covenants that it shall, upon execution of this Agreement or at such later time as set forth below or in the Community Benefits Program, undertake the following actions:

a. Support the Project through advocacy of approval of the Project and the Project Approvals by the City, the Agency and other government agencies, including, without limitation, certification of the E.I.R., the Specific Plan, the Development Agreement, and an amendment to Disposition and Development Agreement. The Coalition shall, in reasonable consultation with the Developer, select at least three representatives of the Coalition to act on behalf of the Coalition in carrying out its support obligations under this subparagraph 3.a. Other members of the Coalition may from time to time support the Project or relevant portion of the Project; provided, however, such support shall not be provided in a manner which reasonably implies opposition to other portions of the Project.

b. The Coalition, in collaboration with the Developer, shall prepare a joint press release or statement announcing the Developer’s commitment to the Community Benefits Program and the Coalition’s support for the Project. In the event that the Parties mutually decide to hold a press conference, one or more of the Coalition Representatives shall appear at the press conference. If contacted by the media, the Coalition, including Organizations and Individuals,

EXECUTION COPY

shall describe the Coalition's support for the Project and make statements consistent with the joint press release or statement.

c. The Coalition, in collaboration with the Developer, shall prepare a letter of support for the Project consistent with this Agreement.

d. The Developer may designate public hearings at which the Coalition will provide testimony in support of the Project. At each such hearing designated by the Developer at least two weeks in advance at least one of the Coalition Representatives shall appear and provide an oral statement in support of the Project consistent with this Agreement. In the event that Developer is unable to provide at least two weeks notice of a hearing, a Coalition Representative, nonetheless, shall make a reasonable effort to appear. If a Coalition Representative is unable to appear, Developer may submit for the record the letter of support referred to in subparagraph 3.c, above.

e. The Coalition's obligations under this Paragraph 3 shall terminate with regard to any component of the Project at such time as a certificate of occupancy is issued for that component. The Coalition's obligations under this Paragraph 3 shall terminate with regard to the Convention Hotel upon final action by the City in connection with consideration of any approval necessary for construction of the Convention Hotel.

4. Releases.

a. In full and final settlement of all Coalition Released Matters as defined below, the Coalition hereby waives, releases and forever discharges the Developer, the Developer Releasees, and the Public Releasees from any and all claims it or any of its members has or may have arising from or related to the Coalition Released Matters, except for the Excluded Matters, as defined below, which the Coalition does not release, waive, settle or discharge.

1. "Coalition Released Matters" shall mean any and all suits, petitions, claims, causes of action, actions seeking any writ of mandate or prohibition or other writs, whether in law or in equity, for: indemnity, contribution, enforcement of any statutory duty or legal mandate or prohibition, debts, liens, contracts, agreements, promises, liabilities, demands, damages, losses, costs, or expenses, of any nature whatsoever, whether known or unknown, fixed or contingent, which the Coalition, or any of its members, has, may have, or may assert against the Developer, the Developer Releasees, and/or the Public Releasees, or any of them, arising from, based upon or relating to the Project or any portion of the Project, the Property, the Project Approvals, or the impacts disclosed in the E.I.R.

2. "Excluded Matters" shall mean: (i) any right to seek judicial enforcement of this Agreement, including the Community Benefits Program; (ii) any right to challenge future changes in the Project that cause substantial adverse environmental impacts to the extent that supplemental environmental review would be appropriate under Public Resources Code Section 21166; (iii) any right to enforce the terms of any future contracts between the Developer Releasees or the Public Releasees and the Coalition or Interested Organizations; (iv) any right to challenge violations of law by Tenants or Transferees relating to any component of the Project for which a certificate of occupancy has been issued; and (v) any right to challenge future changes to the Project that substantially deviate from the description of the project in the

EXECUTION COPY

E.I.R.; and (vi) any right to challenge material deviations from the conditions of Project Approvals.

b. In full and final settlement of the matters addressed below in this paragraph, the Developer and the Developer Releasees hereby waive, release and forever discharge the Coalition, and its attorneys, representatives and agents, and each of them, from any and all claims it or any of them have or may have arising from or related to the Coalition Released Matters, except for the following matters that are not released, waived, settled or discharged: (i) any rights, claims or defenses related in any way to the Excluded Matters, as defined in the paragraph above; (ii) any right to seek judicial enforcement of this Agreement; and (iii) any right to assert any and all claims or legal defenses in response to any suits, petitions, claims, causes of action, actions seeking any writ of mandate or prohibition or other writs, whether in law or in equity, that might be brought by the Coalition, any of its members, or any other person or entity against the Developer, the Developer Releasees, and/or the Public Releasees.

c. THE PARTIES ACKNOWLEDGE THAT THEY HAVE BEEN ADVISED BY THEIR LEGAL COUNSEL AND ARE FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT 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.”

THE PARTIES, BEING AWARE OF SAID CODE SECTION, HEREBY EXPRESSLY WAIVE ANY RIGHTS THEY MAY HAVE THEREUNDER, AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT.

d. The Parties represent and warrant that there has been no, and there will be no, assignment or other transfer of any interest in any Released Claims. The Parties agree to indemnify and hold their respective Releasees, and each of them, harmless from any liability, Released Claims, demands, costs, expenses and attorneys' fees incurred by any of them as a result of any person asserting any rights to Released Claims under any such assignment or transfer.

5. Covenant Not to Bring Released Claims. The Coalition collectively, and each Organization individually, covenants that it will not file, prosecute, bring, or advance any suit, claim, or legal action of any kind based upon any claim or cause of action described in paragraph 4(a), above.

6. Covenant Not to Bring Administrative Action. The Coalition collectively, and each Organization individually, covenants not to administratively challenge or contest the Project or the Project Approvals, except with respect to “Excluded Matters” as set forth in paragraph 4.a.2. The provisions of this paragraph 6 are effective with regard to each component of the Project from the Effective Date of this Agreement until a certificate of occupancy is issued for that component of the Project. In undertaking any administrative actions regarding any component of

EXECUTION COPY

the Project the Coalition shall not challenge or contest components of the Project for which a certificate of occupancy has not been issued.

7. Covenant Not to Oppose. The Coalition collectively, and each Organization individually, agrees that after the date of signing this Agreement it shall not specifically state public opposition to the Project, or the Project Approvals, including without limitation comments to the media or to public forums, except with respect to “Excluded Matters” as set forth in paragraph 4.a.2. If asked about the Project or the Project Approvals, the Coalition collectively and each Organization individually shall publicly state that the Coalition and the Organization have entered into a community benefits agreement and may make statements consistent with the joint public statement referred to in Paragraph 3.b, above, and with this Agreement. In addition, the Coalition collectively, and each Organization individually, covenants that, after the date of signing this Agreement, it will not assist or promote, directly or indirectly, or financial support or any other support for, efforts by others administratively or judicially to oppose, litigate, sue, challenge or contest the Project or the Project Approvals. The Coalition reserves the right through public statements to encourage Public Releasees to incorporate the Community Benefits Program into a disposition and development agreement or development agreement regarding the Project, and to enforce the Community Benefits Agreement once it has been so incorporated. The provisions of this paragraph 7 are effective with regard to each component of the Project from the Effective Date of this Agreement until a certificate of occupancy is issued for that component of the Project. Statements in opposition to any component of the Project shall not concern or discuss components of the Project for which a certificate of occupancy has not been issued. The Coalition shall not be considered to be in breach of this agreement on the basis of a public statement that has been retracted in writing and provided to the Developer by the Organization whose staff member or board member made that statement; before a breach shall be declared or enforcement action taken on the basis of such a statement, opportunity to retract the statement shall be given in the meet and confer period described in paragraph 10.a.

8. No Other Challenges. The Coalition collectively, and each Organization individually, represents and warrants that it has not filed any complaint, charge, lawsuit, or claim against the Developer Releasees or the Public Releasees in matters pertaining to the Project, the Property or Project Approvals.

9. Litigation. In the event that any action or claim is commenced, whether by filing an action or claim or by way of defense, by any person or entity, challenging the Project, the Project Approvals, or otherwise seeking to enjoin or invalidate the construction or financing of the Project, the obligations of the Developer as provided in this Agreement, including without limitation the Community Benefits Program, shall be suspended, at the option of the Developer, pending successful resolution of the litigation in favor of the Developer; provided, however, Developer’s obligations under Section IV (Community Protection), Section X (Relocated Families), and Section XI (Community Advisory Committee) of the Community Benefits Program shall not be suspended. Suspension of obligations under this paragraph 9 shall terminate upon issuance of a certificate of occupancy for any component of the project. All other terms of this Agreement shall remain in full force and effect during a period of suspension of obligations under this paragraph 9.

EXECUTION COPY

10. Enforcement.

a. A Party that believes that another Party is in breach of this Agreement shall, prior to taking action to enforce this Agreement or declaring the other Party to be in breach, request the opportunity to meet and confer in a good-faith effort to resolve the issue. This meet and confer obligation shall take place in a timeframe that is reasonable under all of the circumstances.

b. This Agreement shall in all respects be interpreted, enforced, and governed under the laws of the State of California and this Agreement is fully enforceable pursuant to California Code of Civil Procedure, Section 664.6. Upon the request of any party, the Court may reopen jurisdiction to enforce this Agreement.

c. This Agreement may be pleaded as a defense to, and may be used as the basis for (1) an injunction against prosecution of any Released Claim, and (2) an injunction against any action challenging Project Approvals in violation of the Covenants described herein. Provided, however that this provision shall not be construed as a waiver or relinquishment of the provisions of Code of Civil Procedure § 425.16 or any similar or corresponding provisions of any future enacted law, except to extent expressly waived or relinquished in this Agreement. This Agreement may be the basis for a request for injunctive relief with respect to performance of any term of this agreement. The Parties hereto agree that money damages would be an inadequate remedy for any breach (or threatened breach) of this Agreement, and agree that this Agreement may be enforced by an application for a preliminary or permanent injunction, by a decree of specific performance, or other such order or decree of a court of competent jurisdiction. The agreed remedies set forth herein shall not be construed to limit or derogate any legal or equitable remedy authorized by applicable law or a court's ability to determine facts, weigh evidence, and exercise its own discretion with respect to enforcement of any term or condition of this Agreement.

d. The Coalition and each Organization agree that if they or any of their board members, officers, directors or employees, on behalf of the applicable Organization, hereafter commence, join in, or in any manner seek assert against Developer Releasees or Public Releasees any Released Claim, or violate the Covenant not to Prosecute Released Claims or the Covenant Not to Bring Administrative Action (described in paragraphs 5 and 6, respectively), then the applicable Organization shall pay, in addition to any other damages caused thereby, all attorneys' fees and costs incurred in defending or otherwise responding to said suit or challenge, administrative or judicial. This subparagraph 10d shall not require payment of attorney's fees where the applicable Organization had a good-faith and objectively reasonable belief that the claim asserted or the relief requested was not a Released Claim or was not covered by this Agreement, or on the basis of a claim brought to enforce the terms of this Agreement and/or to compel the performance of any provision of this Agreement.

11. Action by Interested Organizations. If any Interested Organization prosecutes or brings suit, or threatens to do so, based on a Released Claim as defined in this Agreement, the Coalition shall use its best efforts to attempt to persuade the Interested Organization not to prosecute or pursue the claim in question, including without limitation attempting to convince the Interested Organization to resolve its differences through one or more meet and confer or mediation sessions with the Developer and the Coalition. In the event the dispute is not resolved

EXECUTION COPY

in such manner within a reasonable period of time, and the Interested Organization prosecutes or pursues the suit in question, Developer is relieved of all obligations under this Agreement, including Attachment A, the Community Benefits Program.

12. Support and Non-opposition Obligations of Coalition Member Environmental Defense. Coalition member Environmental Defense – Environmental Justice Project Office agrees not to oppose the Project or Project Approvals as set forth in paragraph 4a. Environmental Defense shall be specifically exempted from the Support Obligations set forth in paragraph 3. Developer shall not ask, request or compel Environmental Defense, or any Environmental Defense employees, interns, consultants, board members, advisory board members or agents, to fulfill Support Obligations as defined in paragraph 3. Developer shall not ask, request or compel Environmental Defense, or any Environmental Defense employees, interns, consultants, board members, advisory board members or agents, to act as a Coalition Representative as defined in Paragraph 3a or 3d. If contacted by the media, Environmental Defense shall describe the Coalition's support for the Project and make statements consistent with the joint press release or statement. Aside from general references to the Coalition, Environmental Defense and any Environmental Defense employees, interns, consultants, board members, advisory board members or agents, shall not be used, listed, referenced or appear as an individual supporter of the Project on any public relations, media, or any other material, represented in writing or verbally, circulated by the Developer to the general public or media outlets.

13. Notices. All notices shall be in writing and shall be addressed to the affected Parties at the addresses set forth below. Notices shall be: (a) delivered by courier service to the addresses set forth below, in which case they shall be deemed delivered on the date of delivery, as evidenced by the written report of the courier service, (b) sent by certified mail, return receipt requested, in which case they shall be deemed delivered three (3) business days after deposit in the United States mail; or (c) transmitted by facsimile transmission (promptly followed by delivery under option (a) or (b) above), in which case they shall be deemed delivered the first business day after delivery has been electronically confirmed by the recipient's facsimile machine. Any Party may change its address, its facsimile machine number, or the name and address of its attorneys by giving notice in compliance with this Agreement. Notice of such a change shall be effective only upon receipt. Notice given on behalf of a Party by any attorney purporting to represent a Party shall constitute notice by such Party if the attorney is, in fact, authorized to represent such Party. The addresses and facsimile machine numbers of the Parties are:

a. If to Developer:

Ted Tanner
Senior Vice President
L.A. Arena Land Company
1100 Flower Street, Suite 3100
Los Angeles, CA 90015

EXECUTION COPY

with a copy to:

William F. Delvac, Esq.
Latham & Watkins
633 W. Fifth Street, Suite 4000
Los Angeles, CA 90071

b. If to Coalition:

Gilda Haas
S.A.J.E
2636 Kenwood Avenue
Los Angeles, CA 90007

with a copy to:

Paul E. Lee
Attorney and Counselor at Law
Law Office of PAUL E. LEE
35 South Raymond Avenue, Suite 405
Pasadena, CA 91105

14. Documents to be Filed or Executed. The parties agree to cooperate to execute any documents reasonably required to effectuate the intent of this agreement and, if a party does not so cooperate, any party to this agreement may obtain judicial intervention to obtain judicial signature in lieu of party signature, upon noticed motion supported by affidavit.

15. Legal Fees and Costs. Except as provided herein, each party shall bear their own legal fees and costs resulting from the preparation, negotiation and execution of this Agreement and the Potential Litigation.

16. Materiality of Breach and Material Terms. Any breach of the any term of paragraphs 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12, inclusive, of this agreement, and each provision of the attachments to this Agreement, at the option of any party, shall be treated as material and a complete failure of consideration.

17. Waiver. The waiver of any provision or term of this Agreement shall not be deemed as a waiver of any other provision or term of this Agreement. The mere passage of time, or failure to act upon a breach, shall not be deemed as a waiver of any provision or term of this Agreement.

18. Time of the Essence. Time is of the essence in this Agreement.

19. Successors and Assigns. This Agreement shall bind, and inure to the benefit of, the parties and their respective successors, assigns and legal representatives as follows:

a. Commitments Binding on Agents and Successors of Developer. Any agents, assigns, or successors-in-interest of the Developer will comply with the Developer's

EXECUTION COPY

responsibilities under this Agreement. This includes master developers, leasing agents, other developers who develop components of the Project, and so forth. Any contracts related to the Project between the Developer and such entities will include this Agreement as a material term, with a statement that such inclusion is for the benefit of the Coalition.

b. Commitments Binding on Agents and Successors of Coalition. Any agents, assigns, or successors-in-interest of the Coalition or the organizations comprising the Coalition will comply with the Coalition's responsibilities under this Agreement.

c. Commitments For Benefit of Successors. This Agreement shall inure to the benefit of the agents, assigns, and successors-in-interest of each Party. Any reference in this Agreement benefiting a Party shall be deemed to benefit to any agents, assigns, and successors-in-interest of that Party.

d. Covenants Run With the Land. All terms of this Agreement, including attachments, are covenants that run with the land and bind all grantees, lessees, or other transferees thereto for the benefit of and in favor of both parties.

20. Construction. Each of the parties has been represented by counsel in the negotiation and drafting of this Agreement. Accordingly, this Agreement shall not be strictly construed against any party, and the rule of construction that any ambiguities be resolved against the drafting party shall not apply to this Agreement.

21. California Law. This Agreement shall be construed in accordance with the laws of the State of California, and jurisdiction and venue for any disputes arising hereunder shall be in any court empowered to enforce this Agreement in the State of California.

22. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes any prior agreements, whether written or oral.

23. Authority of Signatories. The individuals executing this Agreement represent and warrant that they have the authority to sign on behalf of the respective parties.

24. Binding Upon Signature. As to any Party, this Agreement shall be binding upon, and as of the date of, such Party's execution of this Agreement.

25. Amendments. This Agreement may not be altered, amended or modified, except by an instrument in writing signed by the Parties.

26. Counterparts and Additional Signatories. This Agreement may be executed in two or more counterparts, each of which may be deemed an original, but all of which shall constitute one and the same document. Contemporaneously with or subsequent to the initial execution of this Agreement, one or more Interested Organizations may become signatories to this Agreement by appending additional signatures or signature pages to this Agreement and shall thereafter be included in the unincorporated association comprised collectively of the organizations that are signatories to this Agreement and in the definition of Coalition herein, and shall have all the rights and bear all the responsibilities of each other organization that is a signatory to this Agreement. All such signatures and signature pages whenever added shall become a part of this

EXECUTION COPY

Agreement and the Agreement shall then constitute one and the same document. The Coalition shall undertake good faith efforts to have each Interested Organization execute this Agreement.

EXECUTION COPY

IN WITNESS WHEREOF, the Parties here caused this Agreement to be duly executed by their respective authorized officers.

Dated: _____

L.A. ARENA LAND CO., LLC

By: _____
Ted Tanner
Senior Vice President

Dated: _____

FLOWER HOLDINGS, LLC

By: _____
Ted Tanner
Executive Vice President

Dated: _____

CENTRAL AMERICAN RESOURCE
CENTER

By: _____
Print Name: _____
Title: _____

Dated: _____

COALITION FOR HUMANE IMMIGRANT
RIGHTS OF LOS ANGELES

By: _____
Print Name: _____
Title: _____

Dated: _____

CONCERNED CITIZENS OF SOUTH
CENTRAL LOS ANGELES

By: _____
Print Name: _____
Title: _____

EXECUTION COPY

Dated: _____

COALITION L.A.

By: _____
Print Name: _____
Title: _____

Dated: _____

ENVIRONMENTAL DEFENSE –
ENVIRONMENTAL JUSTICE PROJECT
OFFICE

By: _____
Print Name: _____
Title: _____

Dated: _____

ESPERANZA COMMUNITY HOUSING
CORPORATION

By: _____
Print Name: _____
Title: _____

Dated: _____

HOTEL EMPLOYEES AND RESTAURANT
EMPLOYEES (HERE) LOCAL 11

By: _____
Print Name: _____
Title: _____

Dated: _____

LOS ANGELES ALLIANCE FOR A NEW
ECONOMY (LAANE)

By: _____
Print Name: _____
Title: _____

EXECUTION COPY

Dated: _____

STRATEGIC ACTIONS FOR A JUST
ECONOMY (SAJE)

By: _____
Print Name: _____
Title: _____

APPROVED AS TO FORM:

Julian Gross, attorney for Coalition

William F. Delvac, attorney for Developer

EXECUTION COPY