



Metro

Los Angeles County
Metropolitan Transportation Authority

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**PLANNING AND PROGRAMMING COMMITTEE
JANUARY 17, 2007**

SUBJECT: UNIVERSAL CITY STATION JOINT DEVELOPMENT

**ACTION: AUTHORIZE THE EXECUTION OF AN EXCLUSIVE RIGHT TO
NEGOTIATE FOR THE DEVELOPMENT OF METRO PROPERTIES AT
UNIVERSAL CITY STATION**

RECOMMENDATION

Authorize the Chief Executive Officer to enter into an Exclusive Right to Negotiate (ERN) with Thomas Properties Group, Inc. (Developer) to develop a mixed-use retail, office and production facility project with subterranean and structured parking (as described in Attachment A) on Metro properties (the "Site") adjacent to the 101 Freeway at Universal City.

ISSUE

Metro assembled the Site from property it acquired from various third parties. About one-third of those properties were acquired from Universal Studios, LLC, ("Universal"), the successor-in-interest to MCA, Inc. The purchase documents included a Contract of Sale and Escrow Instructions dated as of December 22, 1994 (the "Purchase Contract"), and as a part of the Purchase Contract Universal retained a right of first offer (the "Right of First Offer") regarding any joint development on the property it sold to MTA and, in addition, later filed a tort claim relating to a proposed pedestrian tunnel under Lankershim Boulevard that would connect Metro's Red Line facilities to the adjacent Universal property situated directly south of the Metro property across Lankershim Boulevard. Universal has submitted an offer pursuant to its Right of First Offer to Metro for a joint development project (the "Project") on the Site that will also encompass settlement of the tort claim.

BACKGROUND

The Site was assembled by Metro as a result of several third party purchases for use as a location for Metro's Red Line Universal City subway station, a bus depot for its rapid bus and local bus operations and a park-n-ride lot. Universal, from whom several of the site

parcels was purchased, retained a Right of First Offer for any joint development of the property it sold to Metro, effectively granting it first offer rights for the entire Metro-owned parcel. In addition, Universal filed a certain tort claim on February 14, 2003 (the "Universal Tort Claim) relating to its assertion that Metro has not fulfilled its alleged obligation to construct a subterranean tunnel under Lankershim Boulevard connecting its subway operations to the adjacent Universal property. Universal has now presented an unsolicited offer pursuant to its Right of First Offer for joint development of the Site.

Proposed Use:

The proposed Project would include a first phase consisting of a five story low-rise production facility of approximately 200,000 square feet, associated ground floor retail space, a high-rise (approximately 23 story) office structure of approximately 450,000 square feet and a parking structure consisting of both subterranean and above-ground space. A second phase consisting of a high-rise structure (approximately 22 stories) consisting of approximately 400,000 square feet of space and a second parking structure is also proposed. The low-rise space would house production and broadcast facilities for NBC/Universal television and other entertainment and news programs as well as a smaller ground-floor retail component consisting of restaurant, coffee shop and small retail uses. The first phase high-rise structure would be tenanted by both NBC/Universal employees (approximately 50% of the proposed space) and by private office users.

FINANCIAL IMPACTS

Funding for the efforts supporting joint development activities are budgeted in (Real Property Management & Development budget). This development will produce annual revenue starting upon commencement of construction. The proposed development agreement would also encompass settlement of the Universal Tort Claim.

SELECTED TEAM MEMBERSHIP

The firms presenting the proposal include:
Thomas Properties Group, Inc.
Universal Studios, LLC

NEXT STEPS

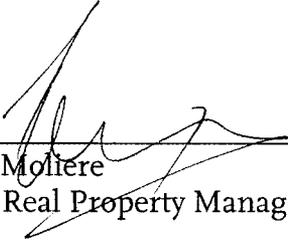
Staff will negotiate terms and conditions with the selected firm and return to the Metro Board for a request to enter into a Joint Development Agreement and Land Lease. A draft Exclusive Negotiation Agreement (ENA) containing an outline of the proposed terms and conditions to be negotiated is attached (Exhibit A).

ATTACHMENTS

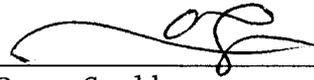
ATTACHMENT A: Draft Exclusive Negotiation Agreement

ATTACHMENT B: Proposed Project/Metro Owned Property, Universal City Station

Prepared by: Roger Moliere, Chief, Real Property Management & Development



Roger Moliere
Chief, Real Property Management & Development



Roger Snoble
Chief Executive Officer

ATTACHMENT A

EXCLUSIVE NEGOTIATION AGREEMENT

This Exclusive Negotiation Agreement (“Agreement”) is made as of the Effective Date (defined in Section 16 below) by and between Thomas Properties Group Inc., (“DEVELOPER”), and Los Angeles County Metropolitan Transportation Authority (“MTA”), collectively the “Parties”.

RECITALS

- A. MTA owns approximately 12 acres located in the City of Los Angeles and depicted in Exhibit “A” attached hereto (the “Site”).
- B. The Site is the location of MTA’s Red Line Universal City subway station, a bus depot for its rapid bus and local bus operations and a park-n-ride lot.
- C. MTA assembled the Site from property it acquired from various third parties. About one-third of those properties were acquired from Universal Studios, LLC, (“Universal”), the successor-in-interest to MCA, Inc. In that certain Contract of Sale and Escrow Instructions dated as of December 22, 1994 (the “Purchase Contract”), Universal retained a right of first offer (the “Right of First Offer”) regarding any joint development on the property it sold to MTA.
- D. Universal and DEVELOPER have submitted an unsolicited proposal (“Proposal”) to MTA for a joint development project (the “Project”) at the Site.
- E. The proposed Project is a mixed use retail, office and production development with subterranean parking, which will, among other things, provide production and office space for Universal and its associated operations.
- F. On January __, 2007, the MTA Board of Directors approved the selection of the Developer and authorized execution of an exclusive negotiation agreement with Developer providing for a six month exclusive negotiation period for the purpose of negotiating the terms of and preparing a Joint Development Agreement (“JDA”) and ground lease (“Ground Lease”) pertaining to the Site. Included in the authorization was the requirement that as part of the Exclusive Negotiation Agreement, (i) the parties settle that certain tort claim filed by Universal on February 14, 2003 (the “Universal Tort Claim”), (ii) the transaction include construction of the transit parking and the provision for any accommodations needed for MTA’s bus and rail operations; and (iii) Universal’s waiver of the Right of First Offer.

G. Universal is a party to this Agreement to the extent provided in the Consent attached hereto.

The Parties hereby agree to negotiate exclusively and in good faith to enter into a JDA and a Ground Lease based upon the above Recitals and upon the following terms and conditions:

1. **Agreement to Negotiate Exclusively: Good Faith Negotiations.**

A. During the Negotiation Period, and so long as DEVELOPER is negotiating in good faith and is not otherwise in default of its obligations under this Agreement, MTA will negotiate exclusively and in good faith with DEVELOPER to enter a JDA and Ground Lease for development of the Site in accordance with the Proposal.

B. During the Negotiation Period, MTA will not solicit or entertain offers or proposals from other parties concerning the Site. DEVELOPER acknowledges, however, that MTA may, from time to time, be contacted by other developers respecting the Site and that such contact is expressly permitted so long as MTA does not initiate the contact and indicates to such other developers that MTA has executed this Agreement with DEVELOPER and that MTA is unable to discuss anything concerning these negotiations with DEVELOPER, entertain any offer or proposals, or negotiate with any other developer until this Agreement expires or is terminated, as provided in Section 2 below.

C. The Parties shall provide each other with any information that it has regarding the Site or Project or as may be reasonably requested by the other Party, subject to non-disclosure agreements reasonably requested by the Parties, if applicable. In no event shall MTA be required to provide information related to the Universal Tort Claim.

2. **Period of Negotiation and Termination.**

A. The Parties agree to negotiate in good faith for a period of six months from the Effective Date. If the Parties have not executed and delivered the JDA by such Effective Date, then this Agreement shall automatically terminate, provided, however, the Parties may mutually agree to extend the term of this Agreement for an additional period of up to three months, subject to MTA Chief Executive Officer approval. The Negotiation Period may be extended only by written amendment to this Agreement between the Parties executed by authorized representatives of the Parties, and no other act or failure to act by MTA or any of its Representatives shall result in an extension of the Negotiation Period.

B. If the Parties cannot agree upon an extension, this Agreement shall automatically terminate. This Agreement may also be terminated if the Parties agree in writing that a successful consummation of the negotiations is impossible.

C. Upon termination of this Agreement, any interest that DEVELOPER may have hereunder shall cease and MTA shall have the right to thereafter use, develop (alone or with any other entity) or dispose of the Site as it shall determine appropriate in its sole discretion.

D. If the Parties successfully negotiate a JDA and a Ground Lease, those agreements shall become final and binding only upon approval by the MTA Board and execution by the authorized representatives of the Parties of those agreements and all other agreements necessary to close escrow as shall be provided in the JDA.

3. **Inspections.**

During the Negotiation Period, DEVELOPER shall conduct such inspections, tests, surveys, and other analyses ("Inspections") as the DEVELOPER deems reasonably necessary to determine the feasibility of designing, constructing, leasing, and financing the Project and shall complete such Inspections as promptly as possible within the Negotiation Period. For purposes of Inspections and liabilities arising out of Inspections, compliance with all applicable laws and the indemnity to MTA as provided in this Agreement, the term "DEVELOPER" shall include DEVELOPER's members, officials, employees, agents, contractors, successors and assigns. MTA has provided a separate right of entry ("ROE") onto the Site to DEVELOPER to conduct such Inspections. Pursuant to the ROE, DEVELOPER shall schedule the time(s) of its entry on to the Site. The Site is an active MTA operating area, and DEVELOPER shall not interfere with or impair MTA operations or other MTA activities on the Site.

4. **Development Goals for MTA Property.**

- a) Promote and enhance transit ridership.
- b) Enhance and protect the transportation corridor and its environs.
- c) Enhance the land use and economic development goals of surrounding communities and conform to local and regional development plans.
- d) Generate value to MTA based on a fair market return on public ownership and investment.

5. **Essential Terms ("Essential Terms").**

A. JDA. The JDA shall include, without limitation, provisions relating to all of the following:

- a) Project Description;
- b) Scope of Development;
- c) Developer Site Inspection rights;
- d) Plans and Schedule for design and construction of the Project, including MTA review, approval and inspection rights, and Developer assurances;
- e) Deposits and Cost Reimbursements;
- f) Schedules of Performance, including effect of changes;
- g) Restrictions on Transfers;
- h) Covenants, agreements, representations and warranties, including responsibility for governmental approvals and compliance with CEQA;
- i) Covenants to enter in to ground lease and other required agreements;
- j) Escrow provisions, including title, deliveries to escrow, conditions to close of escrow and delivery of Site;

- k) Insurance and Indemnity;
- l) Defaults, remedies and termination;
- m) Encumbrances and proposed rights of lenders;
- n) Agreement on all other matters necessary to reach a full and comprehensive agreement;
- o) Settlement of the Universal Tort Claim;
- p) Assurances that Developer has the financial capability to perform its obligations under the JDA and Ground Lease; and
- q) Environmental responsibilities at the Site.

B. Ground Lease. The Ground Lease shall include, without limitation, provisions relating to all of the following:

- a) Demise of the premises, including conditions, exceptions, representations and warranties;
- b) Term, including options and extensions, if any;
- c) Rent (including adjustments), taxes and other charges (including appropriate security and bonds);
- d) Restrictions on Transfers;
- e) Encumbrances and rights of lenders;
- f) Possession, use, subleasing, operations, maintenance and compliance with laws;
- g) Construction of improvements and operations, including MTA inspection and approval rights, protection of MTA transit facilities, and environmental matters;
- h) Insurance, indemnity, damage, destruction, and eminent domain;
- i) Default, cure, disputes, remedies and enforcement;
- j) Termination and surrender of premises;
- k) Administrative provisions; and
- l) Release and waiver due to proximity to MTA's operations.

C. Settlement of the Universal Tort Claim. MTA's execution of the JDA and Ground Lease shall be subject to the settlement of the Universal Tort Claim (item 5A(o) above) and Universal's release of MTA from any claims, damages, liability, claims, losses, costs, expenses or damages (including, without limitation, reasonable attorneys' fees and costs) in any way arising out of the Universal Tort Claim.

D. Other Agreements If the transaction will involve other agreements, such as reciprocal easements, sales, exchanges, licenses, dedications, etc., those agreements shall be negotiated in accordance with applicable MTA policies and procedures.

6. Topics for Negotiation.

In addition, or as a supplement, to the Essential Terms the topics for negotiation shall include, among other things:

- a) Property assembly [e.g. Site alone, the Site plus other property, etc.];

- b) Structure of the transaction [include, e.g. structure of ground lease or leases, sales, exchanges, easements, as applicable.];
- c) Method of calculating and paying Ground Lease rents;
- d) The Essential Terms of the proposed JDA, Ground Lease and other agreements as described in section 5 above;
- e) Availability of the Site to the DEVELOPER;
- f) Proposed land uses and appropriate assurances regarding the continued use of project improvements for their original intent during and after construction;
- g) Site layout and conceptual architectural and urban design plans, with special attention to the design of improvements adjacent to MTA transit improvements and impacts on adjacent properties (particularly of historic significance);
- h) The nature of MTA's approval authority over architectural design particularly adjacent to the subway portal;
- i) Aesthetic considerations and public art program;
- j) The provision of public restrooms, and on Site transit facilities, if any;
- k) The quality and type of construction;
- l) Means of ensuring MTA's unrestricted right to operate and maintain its on Site or adjoining transit facilities, including public transit access, circulation and connections;
- m) DEVELOPER's responsibility to obtain environmental clearances, entitlements, and project financing;
- n) MTA's participation in promotional programs relating to MTA operations;
- o) Consistency with City or County regulatory requirements, policies and programs;
- p) The terms of DEVELOPER's construction financing and MTA's right to approve same;
- q) Project schedule any other considerations necessary to fully implement the proposed Project in a timely fashion; and
- r) Settlement of the Universal Tort Claim.

7. Deposit

Prior to and as a condition precedent to the execution of this Agreement by MTA, DEVELOPER shall submit to MTA a good faith deposit ("Deposit") in the amount of _____ Dollars (\$_____) per month in the form of cash or certified check. This Deposit is separate and apart from any additional deposits or fees that may be required pursuant to the terms of the JDA. The Deposit will be retained by MTA and may be used to pay MTA's costs of negotiating the JDA and other related agreements, including in-house staff time, payment of consultation fees to perform financial analysis, negotiations, appraisals, and appropriate services; provided, however, if MTA is requested to perform any engineering studies, reviews or approvals, technical services or supervision of on Site testing or inspections, or other similar technical services or the Deposit is insufficient to cover MTA's costs, MTA reserves the right to request additional payments as may be reasonably necessary to cover the costs of providing those services. If the Developer does not consent, MTA reserves the right to decline to provide the services.

8. **Broker's Fees.**

The Parties represent and warrant to each other that no broker or finder has been engaged by it or is in anyway connected with the transactions contemplated by this Agreement on its behalf.

9. **Assignment.**

A. This Agreement shall not be assignable by DEVELOPER except upon approval by and in the sole and absolute discretion of MTA. As a condition to any proposed assignment of this Agreement, DEVELOPER shall, as a minimum, with respect to the proposed assignee, make full disclosure to MTA of any information relating to the proposed assignee's principals, officers, stockholders, partners, subsidiaries, management, capitalization, and all other pertinent information such as development experience and financial data deemed necessary by MTA to evaluate any proposed assignment.

B. Upon any permitted assignment by the DEVELOPER of its rights and obligations hereunder, DEVELOPER and the permitted assignee shall execute a written assignment and assumption agreement and the succeeding entity shall be deemed DEVELOPER for all purposes under this Agreement. Notwithstanding anything that may be or appear to be to the contrary, no assignment hereof by DEVELOPER shall relieve DEVELOPER of its obligations under this Agreement unless and to the extent specifically agreed to in writing by MTA.

C. DEVELOPER shall, along with any request for approval of any assignment hereof, deliver to MTA the most recent financial statement and/or the financial statements of the assignee. MTA understands and acknowledges the propriety nature of said information and, to the extent permitted by law, agrees not to disclose said information to any person or entity other than representatives of MTA or its consultants, having a need to know or as required by law.

D. MTA may assess a fee for its approval of any assignment, to the extent that it incurs direct third party expenses, consultant or legal fees related to the approval of the assignment. The fee shall not exceed the total of the direct costs incurred by MTA related to approval of the assignment.

10. **MTA Obligations.**

A. DEVELOPER acknowledges and agrees that MTA has not agreed to fund, subsidize or otherwise financially contribute in any manner toward the development of the Project.

B. By execution of this Agreement, MTA is not committing to or agreeing to undertake: (i) disposition of land to DEVELOPER or (ii) any other acts or activities requiring the subsequent independent exercise of discretion by MTA.

11. **Failure to Reach Agreement**

A. This is an agreement to enter into a period of exclusive negotiations. MTA expressly reserves the right to decline to enter any agreement if the Parties fail to negotiate terms satisfactory to MTA. Except as expressly provided in this Agreement, MTA shall have no obligations or duties hereunder and shall have no liability whatsoever in the event the Parties fail to timely execute any agreement.

B. The Parties recognize that one or more of the conditions to DEVELOPER's proposal set forth herein may fail to be met as a result of subsequent studies, reviews and proceedings invoking the exercise of discretion by MTA or any public agency having regulatory jurisdiction.

C. Universal hereby waives its Right of First Offer and hereby releases MTA from any obligation to comply with the terms of the Right of First Offer with regard to any JDA and Ground Lease proposed to be entered into between DEVELOPER and MTA as described in this ENA. Should the DEVELOPER and MTA fail to reach agreement, Universal's Right of First Offer shall again apply should MTA intend to sell or lease those portions of the Site which were acquired pursuant to the Purchase Contract or enter into an agreement with a third party for the development of all or material portion of those portions of the Site acquired pursuant to the Purchase Contract for Joint Development Uses, as defined in the Purchase Contract.

12. **Non-Liability of MTA Officials and Employees.**

Without limiting the provisions set forth herein, no member, official, representative, director, attorney or employee of MTA shall be personally liable to DEVELOPER or any successor in interest, in the event of any default or breach by MTA of any obligations under the terms of this Agreement, or for any amount which may become due to DEVELOPER or to its successor under the terms of this Agreement.

13. **Plans, Reports, Studies and Investigation.**

All Plans shall be prepared at DEVELOPER's sole cost and expense. Upon request by MTA or any regulatory agency, DEVELOPER shall provide to MTA or the requesting agency, without cost or expense to MTA or that agency, copies of all plans, reports, studies, or investigations (collectively, "Plans") prepared by or on behalf of DEVELOPER which the DEVELOPER owns or controls with respect to the Site and the Project.

14. **DEVELOPER's Responsibilities.**

A. Without limiting any other provision of this Agreement, during the period of negotiations hereunder, DEVELOPER, at its sole cost and expense, shall prepare and submit the following documents and perform the following acts all in furtherance of the negotiation process:

- a) Submittals. MTA and all agencies having regulatory jurisdiction will require planning and design approval for the Project. DEVELOPER shall meet with representatives of MTA to review and come to a clear understanding of the planning and design criteria required by these and other agencies. DEVELOPER, within 90 days after execution of this Agreement, shall submit to MTA the following:
- 1) Evidence of Developer's efforts to obtain control of any properties not owned by MTA but considered essential to the Project. Evidence may be in the form of letters of intent from each of the owners stating commitment of land, economic terms and cost basis as well as a detailed action plan and schedule relating to the acquisition of such properties.
 - 2) Revised or updated Project design concept plan, including a site plan and sections as necessary to describe the proposed scope and schedule.
 - 3) Project development schedule including milestones for site control, financing commitments, design, environment/land use entitlements, construction and completion.
 - 4) Financing plan/economic projection for the Project. The financing plan shall include a detailed statement of the overall estimated costs of construction and, to the extent it is then available: a) the source and availability of equity capital, and b) construction and long-term development financing. The economic projection shall estimate income to be derived from the Project, and operating costs and debt service shall include a proforma statement of Project return adequate to enable MTA to evaluate the economic feasibility of the proposed development of the Project. Prior to expiration of the Negotiation Period, DEVELOPER shall update the financing plan to include the source and availability of equity capital, construction and long-term financing if not previously included in the plan.
 - 5) A description of land use entitlements needed to develop the Project and proposed schedule and entities' actions required to process and obtain such entitlements.
- b) Term Sheet. Proposed term sheet for the Ground Lease shall include, without limitations:
- 1) Term, including any options.
 - 2) Rental based upon no less than fair market value (base rent), additional rent based upon project performance and method of base rent adjustments (e.g., CPI adjustment, periodic reappraisal, etc);
 - 3) Recognition that MTA will not subordinate its fee title or its right to the Base Rent for the Site;
 - 4) Recognition of costs, if any, incurred by or for the benefit of any party to achieve design objectives or construction interfaces;

- 5) Description of any reciprocal access rights related to the common use areas;
- 6) The general terms upon which DEVELOPER may enter into subleases.
- c) Design Review. MTA and all agencies having regulatory jurisdiction will require planning and design approval for the Project. DEVELOPER shall meet with representatives of MTA to review and come to a clear understanding of the planning and design criteria required by MTA.
- d) Cost Disclosure. To support negotiation of the Ground Lease, the developer agrees to disclose to MTA all costs and revenue projections for the proposed project, including the terms under which the developer has been able to obtain control of any other adjacent properties to be included in the Project.
- e) Further Information. MTA reserve the right at any time to request from DEVELOPER additional or updated information including data and commitments to ascertain the depth and quality of the DEVELOPER's capability, desire and ability to lease and develop the Site expeditiously. MTA will provide a reasonable time for DEVELOPER to submit to the respective agency such additional information.

15. **Indemnity and Insurance**

A. DEVELOPER shall indemnify, defend and hold harmless MTA and its representatives, employees, officials, directors, attorneys, successors and assigns (collectively, "Indemnitees") from any liability, claims, losses, costs, expenses or damages (including, without limitation, reasonable attorneys' fees and costs) (collectively, "Claims") in any way arising out of acts or omissions to act related to: (i) damage to property or bodily injury or death of any person, (ii) any entry upon the Site by DEVELOPER, (iii) any Inspection made by DEVELOPER, or (iv) the planning and preparation of any report or Plans (including the cost of such reports or Plans), except to the extent such Claims arise from the gross negligence or willful misconduct of MTA.

B. DEVELOPER shall provide MTA with evidence of a general liability insurance policy in an amount of at least \$2 million dollars, naming MTA as an additional insured. The insurance policy shall cover all liability and property damage arising from DEVELOPER's activities or presence on the Site during any Inspection.

16. **Effective Date**.

This Agreement shall be effective upon the date it is executed by both Parties (the "Effective Date").

17. **Entire Agreement: Attorneys' fees**.

This Agreement is the entire agreement of the Parties with respect to the matters set forth herein, and may not be amended except in writing signed by all of the Parties. If any Party brings an action or files a proceeding against the other Party, as a consequence of any

asserted breach by the other Party, the prevailing Party in such action or proceeding shall be entitled to have its reasonable attorney's fees and costs paid by the losing Party.

18. Covenant Against Discrimination.

DEVELOPER shall not discriminate against nor segregate any person, or group of persons on account of race, color, religion, creed, national origin, ancestry, sex, sexual preference/orientation, age, disability, medical condition, Acquired Immune Deficiency Syndrome (AIDS) — acquired or perceived, retaliation for having filed a discrimination complaint, or marital status in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of all or portions of the Site, nor shall the DEVELOPER establish or permit any such practice or practices of discrimination or segregation in the selection, location, number, use, or occupancy of tenants, lessees, subtenants, subleases or vendees of the Site.

19. Notices.

All notices required or permitted hereunder shall be delivered in person, by overnight courier, or by registered or certified mail, postage prepaid, return receipt requested to such Party at its address shown below, or to any other place designated in writing by such Party.

MTA: Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Mail Stop 99-25-1
Los Angeles, CA 90012-2952
Attention: Roger Moliere
Facsimile: (213) 922-2228

With copy to: Munger, Tolles & Olson LLP
355 South Grand Avenue, 35th Floor
Los Angeles, CA 90071-1560
Attention: Richard S. Volpert, Esq.
Facsimile: (213) 683-5101

And to: Office of the County Counsel
One Gateway Plaza
Mail Stop 99-24-2
Los Angeles, CA 90012-2932
Attention: Joyce Chang, Esq.
Facsimile: (213) 922-2531

DEVELOPER: Thomas Properties Group Inc.
City National Plaza
515 South Flower Street, Sixth Floor
Los Angeles, CA 90071
Attention: Thomas S. Ricci
Facsimile: (213) 633-4760

With copy to: Gilchrist & Rutter
1299 Ocean Avenue, Suite 900
Santa Monica, CA 90401
Attention: Jonathan S. Gross, Esq.
Facsimile: (310) 394-4700

And to: Armbruster & Goldsmith LLP
10940 Wilshire Boulevard, Suite 2100
Los Angeles, CA 90024
Attention: Dale J. Goldsmith, Esq.
Facsimile: (310) 209-8801

Any such notice shall be deemed received upon delivery, if delivered personally, the next business day after delivery if delivered by courier, and three (3) days after deposit into the United States Mail, if delivered by registered or certified mail.

IN WITNESS WHEREOF, MTA and DEVELOPER have signed this Agreement as of the dates set forth below.

MTA:
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____
ROGER SNOBLE Date
Chief Executive Officer

Approved as to form:
Raymond G. Fortner
County Counsel

By: _____
Principal Deputy County Counsel Date

DEVELOPER:
THOMAS PROPERTIES GROUP INC.

By: _____
Date

Name: _____
Title: _____

Approved as to form:

By: _____

Date

Counsel for DEVELOPER

CONSENT

Universal Studios LLC (“Universal”) hereby (a) approves the foregoing Exclusive Negotiation Agreement by and between Thomas Properties Group, Inc. (“Thomas”) and Los Angeles County Metropolitan Transportation Authority Universal (“MTA”) for the joint development of MTA’s Red Line Universal City subway station site; and (b) agrees that as a condition to MTA entering into a Joint Development Agreement and/or a Ground Lease with Thomas, as set forth in the Exclusive Negotiation Agreement, Universal shall meet the conditions set forth in Sections 5C and 11C of the Exclusive Negotiation Agreement. Based on these terms, Universal hereby consents and agrees to the Exclusive Negotiation Agreement.

UNIVERSAL:

UNIVERSAL STUDIOS LLC

By: _____
Date
Name: _____
Title: _____

