

ATTACHMENT NO. 5

SCOPE OF DEVELOPMENT

1. General

The Project to be developed pursuant to this Agreement¹ generally consists of the components set forth in Section 2 below.

The Project, including its architectural design, landscape features, signage, lighting and the on and off-site Public Infrastructure improvements required to serve the Project, shall be developed as part of an integrated development project in accordance with the Project Approvals, including the SE Overlay Zone, the SEC Development Guidelines, the applicable provisions of the MMRP, and generally consistent with the Basic Site Plan Drawings attached as Attachment No. 6 to this Agreement. The SEC Development Guidelines establish specific design and review standards and SEC Design Review and SEC Improvement Plan Review for the Project and define the Public Infrastructure required to be provided to serve the Project.

2. Project

The Project will be designed and constructed to meet, and is anticipated to receive, the US Green Building Council's Leadership in Energy and Environmental Design (LEED) Gold certification.² The Project will provide onsite renewable energy generation including solar panels on the roofs of the Arena and West Parking Garage. All construction will be in accordance with applicable requirements of this Agreement and the Development Agreement, including compliance with mitigation measures applicable to the Project, the implementation of which is identified in the MMRP as the responsibility of Developer, and measures identified in the Development Agreement conditions of approval, including the Air Pollutant Emissions Conditions of Approval and the Transportation Demand Program Conditions of Approval.

a. Arena Site

The Arena Site (approximately 17 acres) will include the following Project components:

(i) Arena

The arena will include up to approximately 18,000 fixed seats suitable for National Basketball Association ("NBA") games, with capacity to add approximately 500 additional temporary seats for special events (as may be modified in accordance with the Project Approvals, the "Arena"). The Arena will be comprised of up to approximately 915,000 square feet of space including the main performance and seating bowl, as well as ancillary and incidental uses such as restaurant food service and retail space, and concourse areas.

¹ All capitalized terms used but not defined in this Scope of Development shall have the meanings given such terms in this Agreement, as such documents may be permitted to be amended from time-to-time.

² The Project will adopt a LEED campus approach in order to capture site-wide strategies such as those related to stormwater management and provision of open space.

The Arena would be a multi-faceted, ellipsoid structure that would rise no higher than 150 feet above ground level. In accordance with the SEC Development Guidelines, the exterior of the building would be comprised of a grid-like façade and roof that would be highly visible, distinctive, and instantly recognizable due to a design unique in the City and the region. The façade and roof may be comprised of a range of textures and materials, which may include metal and glass.

(ii) Arena Facilities

The Arena Site is also expected to include the following arena related facilities: (A) up to an approximately 85,000 square-foot team practice and athletic training facility; (B) up to approximately 71,000 square feet of LA Clippers team office space; (C) up to an approximately 25,000 square-foot sports medicine clinic for team and potential general public use; and (D) up to approximately 650-space parking garage contiguous to the Arena for premium ticket holders, VIPs, and certain team personnel.

(iii) Plaza

The Arena Site will include an outdoor pedestrian plaza adjacent to the Arena with approximately 80,000 square feet of gathering space and landscaping, including circulation, securable entry points, gathering spaces, a special use basketball court, and an outdoor stage (collectively, the "**Plaza**"). The Plaza will be designed with specialized paving, landscaping, seating areas, and public art and will be subject to conditions requiring public access as provided in the Development Agreement.

(iv) Retail, Dining and Other Uses

The Arena Site will also include up to a total of approximately 63,000 square feet of structures outside the Arena building on the Plaza for retail and dining, back of house services, security, storage, bag check, rest rooms and other uses adjacent to the Plaza³. These structures would be no higher than two stories.

b. West Parking Garage Site

The West Parking Garage Site will include a six-story, approximately 3,110 space parking structure (the "**West Parking Garage**") with entrances and exits on West Century Boulevard and South Prairie Avenue. There will be a new publicly accessible north/south access road that connects West 102nd Street to West Century Boulevard and intersects with West 101st Street on the western property boundary of the West Parking Garage Site. The West Parking Garage circulation, ingress and egress are more particularly described in the SEC Development Guidelines.

³ These may include indoor, outdoor, patio and/or rooftop restaurant, bar or lounge space.

c. East Transportation Site

The East Transportation Site will include a three-story structure (the "**East Transportation Structure**") on the south side of West Century Boulevard, east of the Arena Site. The first level of the East Transportation Structure will serve as a transportation hub, with staging for approximately 20 coach/buses and 25 mini-buses, micro-transit, and paratransit vehicles, and approximately 180 car spaces for transportation network company drop-off/pick-up and queuing. The second and third levels of the East Transportation Structure will provide approximately 365 parking spaces for arena and retail visitors and employees. The East Transportation Structure circulation, ingress and egress are more particularly described in the SEC Development Guidelines.

d. Hotel Site

The Hotel Site is expected to be separately developed. It will be developed as a limited service hotel of no fewer than 100, and no more than 150, guestrooms, and associated parking. The hotel will be approximately six stories, with a maximum height of approximately 100 feet.

e. Pedestrian Bridge(s)

(i) Prairie Avenue Bridge

The Project will include a pedestrian bridge connecting the Plaza to the West Parking Garage (the "**Prairie Avenue Bridge**"). The Prairie Avenue Bridge walkway will be up to 24 feet wide. The bottom of the bridge structure will have a minimum clearance of 17 feet above the centerline of South Prairie Avenue. The top of the bridge will be about 15 feet above the bottom plane.

(ii) Century Boulevard Bridge

The Project may also, at the option of Developer, and subject to obtaining necessary third party property rights and authorizations on the north side of West Century Boulevard, include a pedestrian bridge crossing above West Century Boulevard (a "**Century Boulevard Bridge**"), which would provide pedestrian access between the Plaza and the Hollywood Park property. A Century Boulevard Bridge walkway would be up to 24 feet wide. The bottom of the bridge structure would have a minimum clearance of 17 feet above the centerline of West Century Boulevard. The top of the bridge will be about 15 feet above the bottom plane.

f. Infrastructure Improvements

Public Infrastructure improvements will be installed in accordance with the SEC Infrastructure Plan, Part III of the SEC Development Guidelines and the Project Approvals. The SEC Infrastructure Plan identifies the on-site and off-site Public Infrastructure improvements required to serve the Project. These include wet and dry utilities, fire safety improvements and street right of way and streetscape improvements. The Project will obtain all permits required to conform to the Schedule of Performance.

The SEC Infrastructure Plan provides for the demolition and removal of existing Inglewood Water Well No. 6, to accommodate the development of the Arena Site. The existing well will be replaced with a new Water Well No. 8, based on plans prepared by Developer and approved by the City. City will destroy Well No. 6, remove/salvage whatever portions of the superstructure City deems appropriate, end the electric service to the lot, and close the water connection to the existing well water transmission main. Developer will complete the removal/demolition work of the remaining superstructure and utilities on-site. City will construct, own and operate replacement Water Well No. 8, to be located on a separate parcel further to the east of the exiting well site, along the south side of West 102nd Street.

g. Project Site Preparation and Demolition

Construction activities for the Project will include demolition of any existing structures or improvements on site and site preparation. Site clearance and preparation will also include utility line relocations as described in the SEC Infrastructure Plan.

3. Miscellaneous

As generally contemplated in the Project Approvals, including the SEC Development Guidelines and SEC Design Review, the Project will include: (i) shuttle bus service, as further described in the MMRP, connecting the Property to nearby Metro stations, including pick-up and drop-off locations along South Prairie Avenue; and other trip reduction measures as set forth in the MMRP; (ii) various on-site signage; and (iii) broadcast, filming, recording, transmission, production, and communication facilities and equipment. In addition to applicable construction requirements of applicable and permitted City Code, the Project will also include construction design features described in the MMRP.

4. Merger and Parcelization

Developer will have the right, from time to time or at any time, to apply for the subdivision, including the merger and resubdivision of the Property, or lot line adjustments, as may be necessary in order to develop, lease, or finance any portion of the Property consistent with the ordinances, resolutions, codes, rules, regulations, and official policies of the City applicable to the development of the Property that exist as of the date of this Agreement, as amended by any amendments enacted by the Project Approvals. Merger of parcels will not be required prior to the issuance of building permits for the Project.