

**SECOND AMENDMENT TO WALT DISNEY CONCERT HALL
MAINTENANCE AND OPERATION AGREEMENT**

THIS SECOND AMENDMENT TO WALT DISNEY CONCERT HALL
MAINTENANCE AND OPERATION AGREEMENT (this "Amendment"), dated as of
_____, 2003, is made and entered into by and between THE COUNTY OF LOS
ANGELES ("County"), a public body corporate and politic of the State of California, and the
PERFORMING ARTS CENTER OF LOS ANGELES COUNTY ("PACLAC"), a non-profit
corporation organized under the laws of the State of California, as successor in interest to THE
MUSIC CENTER OPERATING COMPANY ("MCOB"), with reference to the following
Recitals:

RECITALS

A. The County will be responsible for the maintenance and operation of the
Walt Disney Concert Hall pursuant to the Walt Disney Concert Hall Sublease ("Sublease"),
dated December 23, 1992, as amended, upon the Commencement Date, as that term is defined in
the Sublease.

B. The County and PACLAC's predecessor in interest MCOB entered into
the Walt Disney Concert Hall Maintenance and Operation Agreement ("Agreement"), dated
December 23, 1992, by which MCOB, now PACLAC, agreed to perform the County's
obligations to operate and maintain the Walt Disney Concert Hall ("Concert Hall") upon the
Commencement Date.

C. On September 14, 1999, the County and MCOC amended the Agreement to add maintenance and repair of the Walt Disney Concert Hall Garage to MCOC's scope of services to be performed effective the date of the amendment.

D. The County and PACLAC desire to amend the Agreement to reimburse PACLAC for operation and maintenance services performed pursuant to the Agreement effective the date of this Amendment.

NOW, THEREFORE, in consideration of the foregoing Recitals and covenants contained herein, and for other good and valuable consideration, the receipt for which is hereby acknowledged, the parties hereto agree as follows:

1. DEFINITIONS

All initially-capitalized terms used in this Amendment without definition shall have the meanings given such terms in the Agreement.

2. AMENDMENTS TO THE AGREEMENT

2.1 Term. A new second sentence is hereby added to Section 3 as follows:
"Notwithstanding the immediately preceding sentence, and in recognition of the social needs fulfilled by the services performed by PACLAC pursuant to the Walt

Disney Concert Hall Transitional Services Agreement, by and between Walt Disney Concert Hall, Inc. and PACLAC, dated May 16, 2003 and the Walt Disney Concert Hall Transitional Occupancy Agreement, by and among Walt Disney Concert Hall, Inc., Los Angeles Philharmonic Association, and PACLAC dated _____, 2003, (together the "Transitional Agreements"), which were consented to by the County, the County shall make the payments required in Section 4 of this Agreement, subject to the applicable County controls set forth in Section 6 of this Agreement, for services performed and expenses incurred by PACLAC prior to the Commencement of the Concert Hall Sublease in performance of PACLAC's obligations under the Transitional Agreements."

3. MISCELLANEOUS

3.1 Agreement in Effect. The Walt Disney Concert Hall Maintenance and Operation Agreement has not been modified, amended or supplemented except as set forth in this Amendment and, as amended by this Amendment, the Agreement is and remains in full force and effect.

3.2 Counterparts. This Amendment may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the County has caused this Amendment to be executed by the Chair of the Board of Supervisors, and attested to by the Executive Officer thereof, and PACLAC has caused this Amendment to be executed by its officers as of the date first above written.

THE PERFORMING ARTS CENTER
OF LOS ANGELES COUNTY

By: _____

Title

THE COUNTY OF LOS ANGELES

By: _____
Chair of the Board of Supervisors

ATTEST:
Violet Varona-Lukens
Executive Officer-Clerk
Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:
LLOYD W. PELLMAN
County Counsel

By: _____
Principal Deputy