

**PURCHASE AND SALE AGREEMENT**  
**BASIC TERMS**

**Seller:** City of Anaheim, a municipal corporation and charter city under the laws of the State of California

**Notice Address:**  
City of Anaheim  
Convention, Sports and Entertainment  
800 W. Katella Ave.  
Anaheim, California 92802  
Attention: Tom Morton, Executive Director

**Copy to:**  
City of Anaheim  
200 South Anaheim Boulevard, Suite 356  
Anaheim, California 92805  
Attention: Robert Fabela, City Attorney

**And to:**  
City Clerk  
200 South Anaheim Boulevard  
2nd Floor  
Anaheim, California 92805  
Attention: Theresa Bass, City Clerk

**And to:**  
Husch Blackwell LLP  
1801 Wewatta, Suite 1000  
Denver, Colorado 80201  
Attention: Kevin Kelley, Esq.

**Buyer:** SRB Management Company, LLC, a Delaware limited liability company

**Notice Address:**  
SRB Management Company, LLC  
2850 W. Horizon Ridge PKWY #200  
Henderson, Nevada 89052  
Attention: Charles Carey

**Copy to:**  
Loeb & Loeb LLP  
10100 Santa Monica Blvd, Suite 2200  
Los Angeles, California 90067  
Attention: Allan Abshez, Esq.

**And to:**

**And to:**

**Escrow Holder:** Fidelity National Title  
Insurance Company

**Title Company:** Fidelity National Title  
Insurance Company

**Notice Address:**  
4400 MacArthur Blvd., #200  
Newport Beach, California 92660  
Attention: Robin Merchant

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4400 MacArthur Blvd., #200  
Newport Beach, California 92660  
Attention: Robin Merchant

<b>Purchase Price:</b>	\$325,000,000, reflecting the fair market value of the Land as encumbered by parking obligations with respect to the PTMU Overlay Zone Stadium District existing as of the Effective Date, including an obligation under the Lease to provide not less than 12,500 parking spaces (collectively, the “ <b>Parking Obligations</b> ”)
<b>Initial Deposit:</b>	\$5,000,000
<b>Second Deposit:</b>	\$15,000,000
<b>Third Deposit:</b>	\$10,000,000
<b>Fourth Deposit:</b>	\$20,000,000
<b>Fifth Deposit:</b>	\$20,000,000
<b>Extension Deposits:</b>	\$10,000,000 for each six (6)-month extension, up to a maximum of three (3) such extensions, of the Master Site Plan Submittal Deadline (as defined in <u>Section 4.6.1</u> ) requested by Buyer in accordance with <u>Section 5</u> .
<b>Inspection Deadline:</b>	5:00 p.m. Pacific Time on June 30, 2020, as such date may be extended as provided in <u>Section 4.4</u> .
<b>Closing Date:</b>	Ten (10) business days following VTTM Approval (as defined in <u>Section 4.7.2</u> ).
<b>Outside Closing Date:</b>	September 30, 2025, as such date may be extended as provided in <u>Section 4.8</u> .

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “**Agreement**”), dated for reference as of December \_\_\_, 2019, is made and entered into by and between Buyer and Seller to be effective on the latest date of execution shown on the signature page hereto (the “**Effective Date**”).

### RECITALS

A. Seller is the owner of approximately 153 acres of land containing improvements that include the approximately 45,000 seat stadium located at 2000 East Gene Autry Way, Anaheim, California and currently referred to as “Angel Stadium of Anaheim” (the “**Stadium**”), the approximately 1,700 person capacity performance venue located at 2200 East Katella Boulevard known as “City National Grove of Anaheim” (the “**Grove**”), as well as certain real property immediately surrounding and in the vicinity of the Stadium and the Grove, which Seller utilizes to fulfill its obligations under the Lease (as defined below) and for operations related to the Grove.

B. Angels Baseball, LP (“**Angels Baseball**”), is a tenant of the Stadium and a portion of the Land (as defined in Section 2.1 below), pursuant to that certain Amended and Restated Lease Agreement, dated as of May 15, 1996, between Seller and Angels Baseball, as amended by that certain First Amendment to Amended and Restated Lease Agreement, dated as of September 4, 2013, and by that certain Second Amendment to Amended and Restated Lease Agreement, dated January 18, 2019 (collectively, the “**Lease**”). Concurrent with execution of this Agreement, Angels Baseball is submitting to the City a written waiver of its right to terminate the Lease pursuant to the Lease, as amended.

C. Seller has previously approved: (1) the Platinum Triangle Master Land Use Plan which, among other things, establishes permitted uses, maximum development intensities, public improvement and open space requirements for the Property; (2) the Platinum Triangle Mixed Use Overlay Zone, which regulates private development of the Property in accordance with the Platinum Triangle Master Land Use Plan; and (3) environmental impact reports that analyze the environmental impacts of the development permitted thereby.

D. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Property (as defined herein) on the terms and conditions set forth herein.

E. Among other conditions to Closing (as defined in Section 5 below), and upon other terms and conditions set forth in this Agreement, on or prior to the date specified in this Agreement, Seller and Buyer also anticipate they will enter into a DDA and Lease Assignment Agreement, and that Seller and Angels Baseball will enter into the Angels Commitment Agreement (as such terms are defined in Sections 4.1, 4.2 and 4.3), with the Lease Assignment Agreement and Angels Commitment Agreement to become effective upon Closing.

F. The parties intend that, except for the waiver of Angels Baseball’s right to terminate the Lease as set forth in Recital B above, unless and until a closing of the transaction contemplated hereunder occurs, no existing agreements as between Angels Baseball and Seller shall be modified in any way pursuant to this Agreement.

NOW, THEREFORE, in consideration of the mutual undertakings of the parties hereto and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Incorporation of Recitals and Basic Terms. The above Recitals constitute part of this Agreement and each party shall be entitled to rely on the truth and accuracy of same. The terms set forth above in the Recitals and Basic Terms are hereby incorporated.

2. Purchase and Sale; Property Restrictions.

2.1 Agreement to Purchase and Sell. Upon the terms and conditions hereinafter set forth, Seller shall sell to Buyer, and Buyer shall purchase from Seller, the Property. As used herein, the “**Property**” means collectively, all right, title and interest of Seller in and to (a) the land described in Exhibit “A-1” attached hereto (the “**Land**”), (b) the rights and entitlements appurtenant to the Land, except as otherwise expressly provided herein (the “**Appurtenances**”), (c) the Stadium, the Grove, the other building(s), and other permanent improvements, structures, and fixtures located upon the Land (the “**Improvements**”; together with the Land and the Appurtenances, the “**Real Property**”), (d) any and all tangible personal property, if any, used in connection with, and on the Closing left on, the Real Property (the “**Personal Property**”). (e) the Lease, (f) leases (including any guaranties thereof), rental agreements and other occupancy agreements for the Real Property, excluding the Lease (collectively, the “**Other Leases**”), existing as of the Effective Date and listed on Exhibit “A-2” attached hereto, in each case to the extent remaining in effect subsequent to the Closing, (g) the service contracts and other agreements, if any, existing on the Effective Date and listed on Exhibit “A-3” attached hereto (collectively, the “**Contracts**”), in each case to the extent Buyer does not reject such Contract by written notice to Seller prior to the Inspection Deadline (Seller shall terminate effective prior to Closing any such Contracts rejected by Buyer to the extent any such rejected Contracts are terminable and provided that Buyer approves and agrees in writing to be responsible for any termination costs levied pursuant to such Contracts), and (h) to the extent transferable, the following: (i) all warranties, guaranties, development rights, entitlements, governmental permits, licenses, certificates, other governmental approvals, deposits, refund rights and credits with governmental, quasi-governmental or utility agency, if any, that pertain solely to the Real Property, and (ii) all applications, plans, drawings, designs and other materials relating to the Real Property (collectively, the “**Intangible Personal Property**”).

3. Purchase Price.

3.1 Escrow Deposit. Within two (2) business days after the Effective Date, Buyer and Seller shall open an Escrow (as defined in Section 5 below) with Escrow Holder and Buyer shall deliver to Escrow Holder the Initial Deposit. Within two (2) business days after the Inspection Deadline, provided Buyer has not terminated this Agreement prior thereto, Buyer shall deliver to Escrow Holder the Second Deposit. Within two (2) business days after the Master Site Plan Submittal Deadline (as defined in Section 4.6.1 below), Buyer shall deliver to Escrow Holder the Third Deposit. Within two (2) business days after Master Site Plan Approval (as defined in Section 4.6.2 below), Buyer shall deliver to Escrow Holder the Fourth Deposit. Upon the earlier of (a) two (2) business days after the VTTM Submittal Deadline (as defined in Section 4.7.1 below), or (b) Buyer’s delivery of a VTTM Submittal Extension Notice, Buyer shall deliver to Escrow Holder the Fifth Deposit. Extension Deposits, if any, shall be delivered by Buyer to Escrow Holder as provided in Section 4.6.1. The Initial Deposit, the Second Deposit, the Third Deposit, the Fourth Deposit, the Fifth Deposit and each Extension Deposit, or so much thereof as shall have been deposited with Escrow Holder, together with all interest earned thereon while being held by Escrow Holder, shall collectively be referred to herein as the “**Escrow Deposit**”. If Buyer terminates this Agreement prior to the Inspection Deadline as provided herein, the Initial Deposit shall be refundable to Buyer (net of the independent consideration provided for in Section 3.1). After the Inspection Deadline, the Initial Deposit, Second Deposit, Third Deposit, Fourth Deposit and Fifth Deposit, and Extension Deposits, if any, immediately upon deposit with Escrow Holder shall be immediately released to Seller and shall be non-refundable to Buyer except as otherwise expressly set forth in this Agreement. All deposits shall be made by wire transfer of immediately available federal

funds or by bank or cashier's check drawn on a national bank. The Escrow Deposit shall be applied against the Purchase Price at Closing in accordance with the terms and provisions of this Agreement.

Notwithstanding anything herein to the contrary, the parties acknowledge that Two Hundred and No/100 Dollars (\$200.00) of the Initial Deposit shall be retained by Seller as independent consideration for Seller entering into this Agreement and the rights and privileges extended to Buyer as provided herein. To the extent provisions of this Agreement require return of the Escrow Deposit to Buyer, the Escrow Deposit shall be returned to Buyer net of such independent consideration.

3.2 Memorandum of Agreement. Within two (2) business days following the Inspection Deadline, provided this Agreement has not terminated prior thereto (i) Buyer and Seller shall each execute, acknowledge and deliver to Escrow Holder a Memorandum of Agreement in the form attached hereto as Exhibit G (the "**Memorandum**"), and (ii) Escrow Holder shall record the Memorandum of Agreement in the Official Records of Orange County, California (the "**Official Records**"). If this Agreement is terminated for any reason other than a Seller default, then, within two (2) business days after such termination, Buyer shall deliver to Escrow Holder a quitclaim deed or other instrument acceptable to the Title Company to terminate the effect of the Memorandum. The immediately-preceding sentence shall survive termination of this Agreement.

3.3 Closing Payments. The Purchase Price, as adjusted by (a) the application of the Escrow Deposit, (b) the prorations specified in this Agreement, and (c) potential credits as agreed to in writing by Seller and Buyer, shall be paid by wire transfer of immediately available federal funds through the Escrow at Closing (the "**Closing Payment**").

4. Contingencies and Conditions Precedent to Closing. The obligations of Buyer to acquire, and Seller to sell, the Property as contemplated by this Agreement are subject to satisfaction of each of the following contingencies and conditions precedent (which may be waived in writing by the party that is not required to fulfill the purchase or sale unless such condition is satisfied) on or before the applicable date specified for satisfaction of the applicable condition (or before Closing, if no other date is specified). Subject to the terms and conditions set forth below, if any condition is not fulfilled (or waived) pursuant to the terms of this Agreement, then this Agreement may be terminated by delivery of written notice by the party in whose favor such condition exists on or before the applicable date specified for such condition and, in connection with any such termination made in accordance with this Section, the Escrow Deposit shall be returned to Buyer by Escrow Holder (and to the extent previously released to Seller, by Seller), and Seller and Buyer shall be released from further obligation or liability hereunder (except for those obligations and liabilities that expressly survive termination of this Agreement). The provisions of this introductory paragraph of Section 4 shall survive termination of this Agreement. The Closing shall constitute approval by each party of all matters to which such party has a right of approval and a waiver of all conditions precedent (except to the extent the party claiming a breach of such obligations after the Closing had no knowledge of such breach prior to the Closing, with respect to those obligations under this Agreement that expressly survive the Closing).

4.1 DDA. Subject to its rights, discretion, authorities or obligations, acting in its governmental and regulatory capacity, Seller, on the one hand, and Buyer, on the other hand, shall use good faith efforts to negotiate a mutually acceptable Disposition and Development Agreement in accordance with Government Code Section 65865 et seq. ("**DDA**") for the Property. The DDA is anticipated to (a) provide Buyer those vested rights as allowed by law, with a term to be mutually agreed by the parties, (b) ascertain Buyer's intent with respect to a new or modernized Stadium, (c) provide certain community benefits to be negotiated by Buyer and Seller (in its proprietary capacity), which benefits to the public are not otherwise required pursuant to the Platinum Triangle Plan (as defined in Section 4.6), applicable local, regional, state and federal law, including CEQA, and governmental

approvals as conditions to development, (d) address the Parking Obligations, and (e) contain such other terms and conditions upon which the parties agree. As conditions precedent to Seller's obligation to sell, and Buyer's obligation to buy, the Property, not later than the Inspection Deadline, DDA Approval shall have occurred. As used in this Agreement, "**DDA Approval**" shall be deemed to occur when (i) the DDA has been approved by Seller and has been adopted as an Ordinance of the City of Anaheim in accordance with all laws and required procedures, (ii) Buyer and Seller have mutually executed the DDA and have deposited four (4) duly executed counterparts of the DDA with Escrow Holder for delivery to the other party at Closing, (iii) all time periods for judicial challenges to Seller's DDA Approval (including, but not limited to, any period for challenge under the California Environmental Quality Act ("**CEQA**")) have passed without any judicial challenge having been timely filed, or if timely filed, the same has been resolved by (a) plaintiff's/petitioner's dismissal of such litigation with prejudice, or (b) a final non-appealable judgment that is not subject to further judicial review upholding the Seller's DDA Approval without modification of the DDA, and (iv) all time periods for any petition for an initiative or referendum pertaining to the DDA to have been filed with the City have passed without any petition having been timely filed with the City, or if timely filed with the City, the initiative and/or referendum has failed to pass.

4.2 Lease Assignment Agreement. As a condition precedent to Seller's obligation to sell, and Buyer's obligation to buy, the Property, not later than the Inspection Deadline, (a) a mutually satisfactory agreement providing for assignment upon Closing of Seller's interest as landlord under the Lease to Buyer (the "**Lease Assignment Agreement**"), which shall become effective upon Closing, shall have been approved by Seller and Buyer, (b) Angels Baseball shall have settled and waived or otherwise released any claims against Seller as landlord under the Lease, and (c) Buyer and Seller shall have each executed and deposited with Escrow Holder for delivery to Seller and Buyer at Closing four (4) originals of the Lease Assignment Agreement.

4.3 Angels Commitment Agreement. As a condition precedent to Seller's obligation to sell the Property, not later than the Inspection Deadline, (a) Seller and Angels Baseball shall have entered into a separate mutually satisfactory agreement (the "**Angels Commitment Agreement**"), effective upon Closing, that is contemplated to address: (i) the commitment of Angels Baseball not to relocate and to play its home games at the Stadium or at a replacement stadium through the 2050 baseball season (which period shall be subject to five (5) consecutive five (5)-year options to extend, exercisable by Angels Baseball); (ii) operation, maintenance and capital investment standards for the Stadium (or any replacement); (iii) rights similar to the rights granted pursuant to Section 21(a)-(d) of the Lease; and (iv) such other terms and conditions upon which the parties agree, and (b) Angels Baseball and Seller shall have each executed and deposited with Escrow Holder for delivery to Seller and Angels Baseball at Closing two (2) originals of the Angels Commitment Agreement.

4.4 Extension of Inspection Deadline. In the event that all of the conditions specified in Sections 4.1, 4.2 and 4.3 shall not have been satisfied prior to the Inspection Deadline, the Inspection Deadline may be extended in thirty- (30) day increments upon the mutual written agreement of both Buyer and Seller, in each party's sole and absolute discretion; provided, however, that extension of the Inspection Deadline shall not affect either party's right to terminate this Agreement as otherwise set forth herein.

4.5 Seller's Reserved Rights. Notwithstanding any provision of this Agreement, Seller reserves the right to terminate this Agreement by written notice to Buyer and Escrow Holder prior to the Inspection Deadline in order to comply with applicable law or for the failure of any condition precedent set forth in Sections 4.1, 4.2 and 4.3, and thereupon the Escrow Deposit shall be returned to Buyer by Escrow Holder, and to the extent previously released to Seller, by Seller, and the parties shall

have no further obligations under this Agreement except for those provisions (including this provision) that expressly survive termination of this Agreement.

4.6 Master Site Plan. As a condition precedent to Seller's obligation to sell, and Buyer's obligation to buy, the Property, Seller shall have satisfied all applicable requirements of the California Environmental Quality Act ("CEQA"), Public Resource Code §21000 et seq. with respect to Buyer's preparation and submittal of (a) a Master Site Plan and (b) a Development Agreement in accordance with the requirements of AMC Chapter 18.20, Platinum Triangle Mixed Use Overlay Zone (collectively, the "**Master Site Plan**"), consistent with (i) the Platinum Triangle Master Land Use Plan (the "**Platinum Triangle Plan**") and the City's General Plan, as set forth in Section 4.6.1 below, and (ii) the DDA.

4.6.1 Master Site Plan Submittal. Not later than fourteen (14)-months after the Inspection Deadline (the "**Master Site Plan Submittal Deadline**"), Buyer shall submit to Seller the Master Site Plan; provided, however, that Buyer may extend the Master Site Plan Submittal Deadline up to three (3) times for up to six (6) months each (for a total extension not to exceed eighteen (18) months) by (a) delivering written notice to Seller and Escrow Holder no later than five (5) business days prior to the then-scheduled Master Site Plan Submittal Deadline, in the case of the first extension, and twenty (20) days prior to the then-scheduled Master Site Plan Submittal Deadline, in the case of subsequent extensions, stating that Buyer has elected to extend the Master Site Plan Submittal Deadline, and (b) concurrently therewith, delivering to Escrow Holder an Extension Deposit. Seller shall process Buyer's Master Site Plan submittal in accordance with all applicable laws and required procedures, consistent with the PTMU Overlay Zone Stadium District, Platinum Triangle Plan, and Buyer's rights as may be vested under the DDA, and will comply with any applicable permit streamlining approval processes pursuant to Anaheim Municipal Code and state law.

4.6.2 Master Site Plan Approval. As a condition precedent to Buyer's obligation to buy the Property, the Master Site Plan Approval shall have occurred. As used in this Agreement, "**Master Site Plan Approval**" shall be deemed to occur when (a) Buyer's Master Site Plan has been approved (or, if applicable, re-approved) by Seller in accordance with any applicable laws and required procedures, (b) all time periods for judicial challenges (including, but not limited to, any period for challenge under CEQA) to the Master Site Plan Approval (and, if applicable, the Master Site Plan Re-Approval (as defined below) have passed without any judicial challenge having been filed, or if filed, the same has been resolved by (i) plaintiff's/petitioner's dismissal of such litigation with prejudice, or (ii) a final non-appealable judgment that is not subject to further judicial review upholding the Master Site Plan Approval (or, if applicable, the Master Site Plan Re-Approval) without modification of the Master Site Plan Approval (or, if applicable, the Master Site Plan Re-Approval). The Master Site Plan as approved pursuant to Master Site Plan Approval is referred to in this Agreement as the "**Approved Master Site Plan**." In the event that the Master Site Plan Approval (or any Master Site Plan Re-Approval) is set aside by a final non-appealable judgment that is not subject to further judicial review, Seller and Buyer shall cooperate and use good faith efforts to promptly correct the error(s) identified in the final non-appealable judgment, and within six (6) months of such final judgment, Buyer shall resubmit the Master Site Plan to enable Seller to process Buyer's Master Site Plan in accordance with all applicable laws and required procedures (and, if approved, the "**Master Site Plan Re-Approval**"). In the event that the error(s) identified in the final non-appealable judgment cannot be corrected by either Buyer or Seller because Seller lacks the legal authority to do so, an automatic failure of the condition in this Section shall be deemed to have occurred, in which case Buyer and Seller shall have the right to terminate this Agreement by written notice delivered to the other party and to Escrow Holder, and thereupon the Escrow Deposit shall be returned to

Buyer by Escrow Holder, and to the extent previously released to Seller, by Seller, and the parties shall have no further obligations under this Agreement (except for those provisions that expressly survive any termination of this Agreement, including this provision).

#### 4.7 Vesting Tentative Tract Map.

4.7.1 VTTM Submittal. Within eighteen (18) months following Master Site Plan Approval (the “**VTTM Submittal Deadline**”), Buyer shall submit to Seller Buyer’s proposed Tentative Tract Map for subdivision and development of the Property (“**Buyer’s Tentative Tract Map**” or “**VTTM**”); provided, however, that Buyer may extend the VTTM Submittal Deadline one time for up to six (6) months by (a) delivering written notice to Seller (“**VTTM Submittal Extension Notice**”) and Escrow Holder no later than five (5) business days prior to the then-scheduled VTTM Submittal Deadline stating that Buyer has elected to extend the VTTM Submittal Deadline, and (b) concurrently therewith, delivering to Escrow Holder the Fifth Deposit. Seller shall process Buyer’s VTTM submittal in accordance with applicable laws and required procedures, consistent with the PTMU Overlay Zone Stadium District, Platinum Triangle Plan, Buyer’s Approved Master Site Plan, and Buyer’s rights as may be vested under the DDA, and will comply with any applicable permit streamlining approval processes pursuant to the Anaheim Municipal Code and state law.

4.7.2 VTTM Approval. VTTM Approval (as hereinafter defined) shall be a condition precedent to Buyer’s obligation to buy the Property. As used in this Agreement, “**VTTM Approval**” shall be deemed to occur when (a) Buyer’s VTTM has been approved (or, if applicable, re-approved) by Seller in accordance with all laws and required procedures, (b) all time periods for judicial challenges (including, but not limited to, any period for challenge under CEQA) to Seller’s approval of Buyer’s VTTM (and, if applicable, the VTTM Re-Approval (as defined below)) have passed without any judicial challenge having been filed, or if filed, the same has been resolved by (i) plaintiff’s/petitioner’s dismissal of such litigation with prejudice, or (ii) a final non-appealable judgment that is not subject to further judicial review upholding the VTTM Approval (or, if applicable, the VTTM Re-Approval) without modification of the VTTM Approval (or, if applicable, the VTTM Re-Approval). In the event that any VTTM Approval (or VTTM Re-Approval) is set aside by a final non-appealable judgment that is not subject to further judicial review, and Buyer’s VTTM has not expired, Seller and Buyer shall cooperate and use good faith efforts to promptly correct the error(s) identified in the final non-appealable judgment, to enable Seller to re-approve Buyer’s VTTM, (and, if approved, the “**VTTM Re-Approval**”), and within six (6) months of such final judgment, Buyer shall submit an amended VTTM for processing in accordance with all applicable laws and required procedures. In the event that the Buyer’s VTTM has expired or the error(s) identified in the final non-appealable judgment cannot be corrected by Buyer or Seller because Seller lacks the legal authority to do so, an automatic failure of the condition in this Section shall be deemed to have occurred, in which case Buyer and Seller shall each have the right to terminate this Agreement by written notice delivered to the other party and to Escrow Holder, and thereupon the Escrow Deposit shall be returned to Buyer by Escrow Holder, and to the extent previously released to Seller, by Seller, and the parties shall have no further obligations under this Agreement (except for those provisions that expressly survive any termination of this Agreement, including this provision).

#### 4.8 Litigation.

4.8.1 As conditions precedent to Seller’s obligation to sell, and Buyer’s obligation to buy, the Property, any judicial challenge to this Agreement, or to the transaction provided for in this Agreement, or to the approvals required by Sections 4.1, 4.6 or 4.7, or which otherwise has



the effect of preventing consummation of this Agreement or the transaction provided for in this Agreement in accordance with its terms, shall have been resolved by (a) plaintiff's/petitioner's dismissal of such litigation with prejudice, or (b) a final non-appealable judgment that is not subject to further judicial review upholding this Agreement, such transaction, and such approvals, without modification, and permitting consummation of this Agreement in accordance with its terms.

4.8.2 If third party litigation shall be commenced challenging this Agreement or the transaction provided for in this Agreement, or the approvals required by Sections 4.1, 4.6 or 4.7, or which otherwise has the effect of preventing consummation of this Agreement or the transaction provided for in this Agreement in accordance with its terms, then all periods for performance by Buyer and Seller of their respective rights and obligations under this Agreement (including the Outside Closing Date) shall be tolled until ten (10) calendar days after the earlier of Buyer's receipt of written notice of (i) plaintiff's/petitioner's dismissal of such litigation with prejudice, or (ii) issuance a final non-appealable judgment that is not subject to further judicial review upholding the Master Site Plan Approval (or, as applicable, the Master Site Plan Re-Approval) or the VTTM Approval (or, as applicable, the VTTM Re-Approval), plus such additional period, if any, during which Seller is taking action in accordance with Sections 4.6.2 or 4.7.2. If, pursuant to this Agreement, a period is "**tolled**," it shall mean the period is extended day-for-day for the number of days that elapse between the event that triggers commencement of the tolling and the event that triggers the end of the tolling.

4.8.3 In the event of litigation challenging Seller's disapproval of Buyer's Master Site Plan or Buyer's VTTM, then all periods for performance by Buyer and Seller of their respective rights and obligations under this Agreement shall be tolled until the later of (i) Buyer's dismissal of such litigation with prejudice, or (ii) a final non-appealable judgment that is not subject to further judicial review.

4.8.4 Following the conclusion of any litigation regarding the matters in this Section, upon written request of Buyer or Seller to the other, Buyer and Seller shall in good faith agree in writing upon the new deadlines under this Agreement resulting from such tolling. Notwithstanding the foregoing, if immediately prior to such litigation, Buyer or Seller had a termination right exercisable under this Agreement, such termination right shall continue to be exercisable by such party during the period of such tolling.

#### 4.9 Title and Survey Review.

4.9.1 Seller shall cause Title Company, within five (5) business days after the Effective Date, to deliver to Buyer, to the extent not previously obtained by Buyer (a) a preliminary title report for the Property (as may be updated or supplemented from time to time, the "**Title Report**"), and (b) copies of all underlying title documents described in the Title Report. Buyer shall have the right, prior to 5:00 p.m. Pacific Time on the date that is five (5) business days before the expiration of the Inspection Deadline (the "**Title Notice Date**"), to deliver to Seller written notice (the "**Title Objection Notice**") of any exceptions to title shown in the Title Report or other items that would be disclosed by a survey of the Real Property, which are disapproved by Buyer; provided, however, Buyer shall not have any right to disapprove of any real estate taxes or regular assessments not yet due and payable (prorated as provided herein) or any matters which are Buyer's obligations under this Agreement or the obligations of Angels Baseball under the Lease. If Buyer fails to deliver the Title Objection Notice on or before the Title Notice Date, then Buyer shall be deemed to have approved the exceptions to title shown on the Title Report, any matters that would be disclosed by a survey of the Real Property and all other title or survey

matters, including, without limitation the availability of any ALTA extended coverage and any endorsements. If Buyer timely delivers the Title Objection Notice to Seller, then Seller shall have three (3) business days after receipt of the Title Objection Notice to advise Buyer in writing that Seller shall either (a) cause (i) such exceptions objected to by Buyer to be satisfied or discharged on or before the Closing, or (ii) the Title Company to issue an endorsement affirmatively insuring against such exception in a manner acceptable to Buyer in its sole discretion, at Seller's sole cost and expense, or (b) be unable or unwilling to remove, discharge or endorse over the exception(s) (Seller's failure to notify Buyer being Seller's election to proceed as provided in clause (b) above), in which case Buyer will have until the Inspection Deadline to elect to (x) proceed with the purchase of the Property subject to such exception(s), or (y) terminate this Agreement by delivering written notice of such election to terminate (a "**Termination Notice**") to Seller and Escrow Holder, in which case the Escrow Deposit (minus Escrow Holder's and the Title Company's cancellation fees) shall be returned to Buyer, and neither party shall have any further rights or liabilities hereunder, except for those provisions (including this provision) which expressly survive the termination of this Agreement. Buyer's failure to notify Seller and Escrow Holder of its election between (x) and (y) in the immediately preceding sentence shall be deemed to be Buyer's election to proceed as provided in (x). In the event Seller determines at any time that it is unable or unwilling to remove any one or more of disapproved title or survey matters, Seller may give written notice to Buyer to such effect and Buyer may, at its option, terminate this Agreement upon delivering a Termination Notice to Seller and Escrow Holder, but only if given prior to the sooner to occur of the Closing Date or five (5) days after Buyer receives Seller's notice, in which case the Escrow Deposit (minus Escrow Holder's and the Title Company's cancellation fees) shall be returned to Buyer. If Buyer fails to give notice of Buyer's disapproval by such date, Buyer shall be deemed to have approved such matters. It is understood that Buyer may request a number of endorsements to the Title Policy (as defined in Section 5.3 below) and/or extended ALTA coverage; however, Buyer shall satisfy itself prior to the Title Notice Date that the Title Company will be willing to issue any extended ALTA coverage and any such endorsements in connection with the Title Policy and failure to deliver a Termination Notice by the Inspection Deadline shall be deemed a waiver of any objections to title and survey, approval of all matters pertaining to title and survey, including, without limitation, the forms of the Title Policy and the availability of any endorsements. Seller agrees to deliver to Title Company at or prior to Closing a completed and signed owner's affidavit ("**Owner's Affidavit**") in a form reasonably acceptable to Seller, as required by the Title Company for issuance to Buyer of an extended ALTA coverage Owner's title insurance policy, and such evidence and documents as may be reasonably and customarily required by the Title Company concerning the status and capacity of Seller and the authority of the person or persons who are executing the various documents on behalf of Seller in connection with the sale of the Property.

4.9.2 If, at any time after Buyer's approval or deemed approval of the condition of title to the Property pursuant to Section 4.9.1, the Title Company discloses to Buyer any new or additional title exceptions (each, a "**New Title Exception**"), Buyer shall have until five (5) business days following such disclosure of the New Title Exception (the "**Objection Deadline**"), to deliver a Title Objection Notice to Seller and Escrow Holder disapproving the New Title Exception. Buyer's failure to deliver a Title Objection Notice by the Objection Deadline shall be deemed Buyer's approval of the New Title Exception and waiver of any further right to object with respect thereto. If Buyer timely delivers the Title Objection Notice to Seller, then Seller shall have three (3) business days after receipt of the Title Objection Notice to advise Buyer in writing that Seller shall either (a) cause (i) such exceptions objected to by Buyer to be satisfied or discharged on or before the Closing, or (ii) the Title Company to issue an endorsement affirmatively insuring against such exception in a manner acceptable to Buyer in its sole discretion, at Seller's sole cost and expense, or (b) be unable or unwilling to remove, discharge or

endorse over the exception(s) (Seller's failure to notify Buyer being Seller's election to proceed as provided in clause (b) above), in which case Buyer will have until three (3) business days after Seller's election (or deemed election) pursuant to this clause (b) to elect to (x) proceed with the purchase of the Property subject to such exception(s), or (y) terminate this Agreement by delivering written notice of such election to terminate to Seller and Escrow Holder. If Buyer timely elects to terminate, and if the New Title Exception materially detrimentally affects the value of the Property, the Escrow Deposit (minus Escrow Holder's and the Title Company's cancellation fees) shall be returned to Buyer by Escrow Holder and, to the extent previously released to Seller, by Seller, and neither party shall have any further rights or liabilities hereunder, except for those provisions (including this provision) which expressly survive the termination of this Agreement. Buyer's failure to notify Seller and Escrow Holder of its election between (x) and (y) in the immediately preceding sentence shall be deemed to be Buyer's election to proceed as provided in (x). If the Title Company raises any New Title Exception, the Closing Date shall be extended to the extent necessary to accommodate the objection and response process and time periods specified heretofore in this subsection. Notwithstanding anything to the contrary in this subsection, if a New Title Exception is attributable to Seller's breach of a covenant set forth in Section 7.2, Seller shall be obligated to remove or discharge the exception on or before the Closing (failure of which shall entitle Buyer to its remedies under Section 12.1).

4.10 Title Policy. It shall be a condition precedent to Buyer's obligation to buy the Property that, at Closing, the Title Company is willing to issue Buyer (subject to the payment of any premium, which shall be paid as provided below) on the Closing, the Title Policy in the total face amount of the Purchase Price, showing title vested in Buyer in accordance with the requirements determined by Buyer and Seller prior to the expiration of the Inspection Deadline as provided in Section 4.9 above, provided that any ALTA extended coverage and endorsements shall not be conditions to Closing (it being acknowledged that Buyer satisfy itself as to the availability of same prior to the expiration of the Inspection Deadline) except to the extent attributable to either (a) Seller's breach of its obligation to deliver an Owner's Affidavit or (b) a New Title Exception (in which event, the provisions of Section 4.9.2 shall apply). In the event this condition precedent is not satisfied on or at Closing, then Buyer may terminate this Agreement by delivery of written notice to Seller and Escrow Holder, in which case the Escrow Deposit (minus Escrow Holder's and the Title Company's cancellation fees) shall be immediately returned to Buyer by Escrow Holder and, to the extent provided in Section 4.9.2, by Seller, and thereafter neither party shall have any further rights or liabilities hereunder, except for those provisions (including this provision) which expressly survive the termination of this Agreement.

4.11 Buyer's Investigation.

4.11.1 Buyer shall have until the Inspection Deadline to inspect, review and, in its sole and absolute discretion, approve the physical condition and acreage of the Property, entitlements, fees, exactions, the environmental, geological and seismic condition of the Property, zoning and other restrictions, economic and feasibility studies, the Other Leases, the Contracts, the Personal Property, budgets, operating statements, the Records and such other matters as Buyer shall deem appropriate for its acquisition, development and use of the Property (the "**Investigation**"), and, in its sole and absolute discretion, if it is dissatisfied with the Investigation for any reason, to terminate this Agreement by delivering to Seller a Termination Notice prior to the Inspection Deadline. If Buyer delivers a timely Termination Notice, the Escrow Deposit (minus Escrow Holder's and the Title Company's cancellation fees) shall be returned to Buyer by Escrow Holder and, to the extent previously released to Seller, by Seller, and neither party shall have any further rights or liabilities hereunder, except for those provisions (including this provision) that expressly survive the termination of this Agreement. Buyer's failure to deliver the Termination Notice prior to the Inspection Deadline shall be deemed to constitute Buyer's approval of the

Investigation, and waiver of Buyer's right to terminate this Agreement pursuant to this Section 4.11.

4.11.2 Within ten (10) Business Days following the Effective Date, Seller shall use its reasonable efforts to provide Buyer with copies of, or otherwise provide Buyer with access to, the Other Leases, the Contracts, all tests, surveys, maps, plans, records, studies, reports, appraisals, budgets, operating statements, rent rolls, Property records, agreements, documents, permits and entitlements relating to the Property and its improvements and development dated as of and subsequent to May 15, 1996 (collectively, the "**Records**") in Seller's Possession (as hereinafter defined), without any warranties or representations of any kind (except as otherwise provided in this Agreement) or recourse against Seller, it being acknowledged by Buyer that such information is being provided only as an accommodation to Buyer. Notwithstanding anything to the contrary herein, Seller shall not deliver to Buyer, and the Records shall not be deemed to include, any attorney-client privileged information, attorney work product or other materials Seller is otherwise prohibited by law from providing. Posting of Records to an online data room to which Buyer has access shall be an acceptable means (but not the exclusive means) of delivering the Records to Buyer. As used herein, the term "**Possession**" shall mean in the actual physical possession of Seller. If this Agreement terminates for any reason, then Buyer shall within seven (7) Business Days after termination return to Seller all originals and copies of all Records provided by Seller or its representatives to Buyer or Buyer's representatives in connection with the Property or the transactions described in this Agreement.

4.12 Entry. In connection with Buyer's entry onto the Property pursuant to Section 4.11 above, Buyer shall at all times ensure such entry by Buyer or its employees, agents or contractors is in full compliance with all applicable laws and governmental regulations, in a manner so as to not cause any Claims (as defined in Section 11.2 below) to Seller or the Property and so as to not interfere with or disturb Seller or any occupants or users, if any, of the Property and Buyer will indemnify, defend, and hold Seller and the Property harmless from and against any and all Claims arising out of or related to any such entry by Buyer or its employees, agents or contractors; provided that such indemnity shall not apply to Buyer's mere discovery of any adverse pre-existing condition at the Property. Prior to entry upon the Real Property, Buyer shall provide Seller with copies of certificates of insurance, to the extent that same are not already in the possession of Seller, evidencing commercial general liability insurance policies (naming Seller as an additional insured) which shall be maintained by Buyer and its agents and contractors in connection with its entry upon the Real Property, with limits, coverages and insurers under such policies reasonably satisfactory to Seller. Without limitation of the foregoing, except as otherwise permitted under the Lease, in no event shall Buyer conduct any physical or intrusive testing without Seller's express written consent (which consent may be given or withheld in Seller's sole and absolute discretion), and Buyer shall in all events promptly return the Property to its substantially prior similar condition, and Seller may further condition its approval of any such entry on, among other things, Seller's approval of the following: (i) the insurance coverage of the agent or contractor who will be entering onto the Property, (ii) the nature and timing of such entry, (iii) a written confidentiality agreement in form reasonably satisfactory to Seller, and (iv) the requirement that split samples be made. Seller shall have the right, at its option, to cause a representative of Seller to be present at any potentially destructive or other physically invasive inspections, reviews and examinations conducted hereunder. Upon request, Buyer shall promptly deliver to Seller copies of any written reports, data or other information regarding the Property and/or derived from any investigation activities, including, without limitation, environmental inspections and testing relating to the Property prepared for or on behalf of Buyer by any third party (other than reports regarding the value of the Property or attorney-client protected materials). All such reports shall be delivered AS-IS without any representation or warranty. In the event of any termination of this Agreement, Buyer shall immediately return all documents and other materials furnished by Seller hereunder (and destroy any copies thereof made by Buyer or its agents or representatives) and deliver

copies of any final written reports, data or other information to Seller as provided above. All such reports shall be delivered AS-IS without any representation or warranty. Buyer shall keep all non-public information or data received or discovered in connection with any of the inspections, reviews or examinations strictly confidential, except for disclosures to representatives, investors, lenders, counsel and agents, provided such disclosures are on an as-needed basis for Buyer's acquisition and such persons are instructed to keep the information confidential. Buyer shall be responsible to Seller for any breaches of the foregoing confidentiality restriction by any person or entity to whom information was given by or through Buyer as though the breach were committed by Buyer itself. The provisions of this Section shall survive any termination of this Agreement or the Closing.

4.13 Performance by Seller. As a condition precedent to Buyer's obligation to buy the Property, the performance and observance, in all material respects, by Seller of all covenants in this Agreement to be performed or observed by Seller prior to or on the Closing Date shall be a condition precedent to Buyer's obligation to purchase the Property pursuant to this Agreement. Additionally, as a condition to Buyer's obligation to close, all of Seller's representations and warranties stated herein shall be true and correct in all material respects as of the Closing Date.

4.14 Performance by Buyer. As a condition precedent to Seller's obligation to sell the Property, the performance and observance, in all material respects, by Buyer of all covenants in this Agreement to be performed or observed by Buyer prior to or on the Closing Date shall be a condition precedent to Seller's obligation to sell the Property pursuant to this Agreement. Additionally, as a condition to Seller's obligation to close, all of Buyer's representations and warranties stated herein shall be true and correct in all material respects as of the Closing Date.

5. Closing Procedure. The term "**Closing**" shall mean the date upon which the documents described in Sections 5.1 and 5.2 are executed and delivered in accordance with the terms of those Sections, Escrow Agent has taken those actions set forth in Section 5.3, payment is made to Seller of the Purchase Price (net of adjustments allowed by this Agreement), and the Deed (as defined in Section 5.1 below) is recorded in the Official Records. The Closing shall be effected through an escrow (the "**Escrow**") on the Closing Date; provided, however, if Closing has not occurred prior to the Outside Closing Date, either party not then in default (following notice and opportunity to cure, as provided in Section 12) may terminate this Agreement by written notice to the other party and to Escrow Holder, and thereupon the Escrow Deposit shall be returned to Buyer by Escrow Holder, and to the extent previously released to Seller, by Seller, and the parties shall have no further obligations under this Agreement except for those provisions (including this provision) that expressly survive termination of this Agreement. To fully effectuate this Agreement, Seller and Buyer agree to execute such separate or additional escrow instructions or other documents reasonably requested by Escrow Holder, the terms and conditions of same to be mutually agreed to by the parties hereto. This Agreement shall not be merged into any such separate or additional escrow instructions, but the latter shall be deemed auxiliary to this Agreement and the provisions of this Agreement shall be controlling as between the parties hereto and any such separate or additional escrow instructions shall expressly so provide.

5.1 Seller's Closing Deliveries. On or before the day that is one (1) business day prior to the Closing Date (or such other date specified in this Section), Seller shall deliver to Escrow Holder the following: (a) one (1) duly executed and notarized original of the grant deed (the "**Deed**") in the form of Exhibit "C" attached hereto, with restrictions and reservations, if any, that Buyer and Seller have agreed upon in writing to include in the Deed prior to the Inspection Deadline, (b) four (4) duly executed original counterparts of the quitclaim bill of sale (the "**Bill of Sale**") in the form of Exhibit "D" attached hereto, (c) four (4) duly executed original counterparts of the assignment of leases and contracts (the "**Assignment of Leases and Contracts**") in the form of Exhibit "E" attached hereto, (d) four (4) duly executed original counterparts of the general assignment (the "**General Assignment**") in the form of

Exhibit “F” attached hereto, (e) by the date specified in Section 4.1, four (4) duly executed original counterparts of the DDA, (f) by the date specified in Section 4.2, four (4) duly executed original counterparts of the Lease Assignment Agreement, (g) by the date specified in Section 4.3, two (2) original counterparts of the Angels Commitment Agreement duly executed by Seller, (h) one (1) duly executed original certificate of non-foreign status on Escrow Holder’s customary form (as reasonably revised by Seller) and the California Form 593-C, (i) one (1) closing statement (“**Closing Statement**”) executed or initialed by Seller reflecting the Purchase Price and the adjustments and prorations required hereunder, (j) evidence reasonably satisfactory to the Title Company respecting the due organization of Seller and the due authorization and execution by Seller of this Agreement and the documents required to be delivered hereunder, and (k) such additional documents as may be reasonably required by the Title Company in order to consummate the transactions hereunder (provided the same do not increase in any material respect the costs to, or liability or obligations of, Seller in a manner not otherwise provided for herein).

5.2 Buyer’s Closing Deliveries. On or before the day that is one (1) business day prior to the Closing Date (or such other date specified in this Section), Buyer shall deliver to Escrow Holder the following: (a) the Closing Payment then due by wire transfer of immediately available federal funds (provided that Buyer shall have the right to deliver same on or before 10:00 a.m. Pacific Time on the morning of the Closing Date), (b) one (1) duly executed and notarized original of the Deed, in the form of Exhibit “C” attached hereto, with restrictions and reservations, if any, that Buyer and Seller have agreed upon in writing to include in the Deed prior to the Inspection Deadline, (c) four (4) duly executed originals of the Bill of Sale in the form of Exhibit “D” attached hereto, (d) four (4) duly executed originals of the Assignment of Leases and Contracts in the form of Exhibit “E” attached hereto, (e) four (4) duly executed originals of the General Assignment in the form of Exhibit “F” attached hereto, (f) by the date specified in Section 4.1, four (4) duly executed original counterparts of the DDA, (g) by the date specified in Section 4.2, four (4) duly executed original counterparts of the Lease Assignment Agreement, (g) by the date specified in Section 4.3, (h) two (2) original counterparts of the Angels Commitment Agreement executed by Angels Baseball, (i) one (1) Closing Statement executed or initialed by Buyer, (j) evidence reasonably satisfactory to the Title Company respecting the due organization of Buyer and the due authorization and execution by Buyer of this Agreement and the documents required to be delivered hereunder, and (k) such additional documents as may be reasonably required by the Title Company in or to consummate the transactions hereunder (provided the same do not increase in any material respect the costs to, or liability or obligations of, Buyer in a manner not otherwise provided for herein).

5.3 Escrow Holder’s Actions. Upon receipt of the items described in Sections 5.1 and 5.2 above, Escrow Holder shall take the following actions: (a) wire the amounts due Seller and Buyer under the Closing Statement in accordance with wiring instructions from Seller and Buyer respectively, (b) deliver the respective amounts due third parties under the Closing Statement in accordance with the respective instructions from such third parties, (c) record the Deed in the Official Records, (d) cause the Title Company to issue a CLTA standard owner’s title insurance policy (or ALTA extended coverage owner’s title insurance policy if the requirements and conditions to same have been satisfied, provided such ALTA extended coverage shall not be a condition to Closing) in the standard form issued in the State of California for the Property, in the amount of the Purchase Price (or such other amount as may be agreed by Buyer and Title Company), which policy shall show title to the Real Property to be vested in Buyer (the “**Title Policy**”), and deliver the same to Buyer, (e) file all information returns required under Section 6045 of the Internal Revenue Code and take all other reporting actions as may be required in connection therewith, (f) deliver three (3) originals to Seller and one (1) original to Buyer of each of the Bill of Sale, the Assignment of Leases and Contracts, the General Assignment, the DDA and the Lease Assignment Agreement, (g) deliver to each of Seller and Angels Baseball one (1) original of the Angels Commitment Agreement, and (h) deliver to Seller and Buyer conformed electronic copies of the recorded Deed.

5.4 Closing Costs; Prorations. Seller shall pay (a) the cost of the premium for the standard CLTA coverage Title Policy in the amount of the Purchase Price, (b) the cost to record the Deed, and (c) one-half (1/2) of Escrow Holder's fees (except in the event of failure of Closing to occur due to a default by Buyer, in which case Buyer shall be solely responsible for all Escrow charges). Buyer shall pay (i) the cost of the Title Policy to the extent such cost exceeds the cost of a standard CLTA owner's policy of title insurance in the amount of the Purchase Price, including extended coverage and policy endorsements, (ii) any and all transfer taxes due or owing in connection with the conveyance of the Property from Seller to Buyer, (iii) one-half (1/2) of Escrow Holder's fees (except in the event of failure of Closing to occur due to a default by Seller, in which case Seller shall be solely responsible for all Escrow charges), and (iv) all fees, costs or expenses in connection with Buyer's inspections, including any new surveys of the Real Property or updates of existing surveys. Any other closing costs shall be allocated in accordance with local custom in Orange County, California. Seller and Buyer shall pay their respective legal fees. Income and expenses of the Property shall be prorated in accordance with local customs in Orange County, California (to the extent such customs are not inconsistent with the terms of this Agreement) or the Lease.

5.5 Expenses. Except as otherwise provided in Sections 5.4 and 14.10, Buyer and Seller shall each bear their own costs and expenses incurred in connection with this Agreement including, without limitation, costs and expenses incurred in satisfying, or seeking to satisfy, conditions to Closing. Without limiting the generality of the foregoing, Seller shall be responsible for all costs and expenses of Seller's administrative processes in connection with applications and approvals sought in connection with this Agreement; provided that Buyer shall pay all generally applicable fees and charges then in effect for Seller's review and processing of Buyer's Master Site Plan, VTTM and the DDA. Buyer shall be responsible for any and all expenses and taxes related to the Property from and after the Closing Date. This paragraph shall survive termination of this Agreement or the Closing.

6. Casualty and Condemnation.

6.1 Casualty. If after the Effective Date, but prior to the Closing, the Real Property is damaged or destroyed by any casualty, Seller shall have no obligation to repair or restore any such damage or destruction and Buyer shall proceed with the consummation of the transaction contemplated by this Agreement without any reduction in the Purchase Price, and Seller shall assign its rights to insurance proceeds, if any, to Buyer (and in such event, Seller shall not compromise, settle or adjust any claims without Buyer's consent). Notwithstanding the foregoing, in the event Seller's licensed architect or general contractor estimates that the uninsured costs to restore or repair such casualty (the "**Repair Estimate**") is likely to exceed \$2,000,000.00, then Buyer shall have the right within ten (10) days after Seller delivers the Repair Estimate to notify Seller in writing of Buyer's election to terminate this Agreement; provided, however, if Buyer timely delivers its termination notice as provided above, Seller shall have the right to nullify such termination notice by providing a credit against the Purchase Price at Closing in an amount equal to the uninsured amount set forth in the Repair Estimate. In the event this Agreement is terminated pursuant to this Section, the Escrow Deposit, minus Escrow Holder's and the Title Company's cancellation fees, shall be returned to Buyer by Escrow Holder and, to the extent previously released to Seller, by Seller, and neither party shall have any further rights or obligations hereunder except for those provisions (including this provision) that expressly survive termination.

6.2 Condemnation. If after the Effective Date, but prior to the Closing, any material portion of the Land or the Improvements is taken pursuant to eminent domain proceedings not initiated by Seller, or any proceeding is initiated for such a taking, Buyer shall have the right to terminate this Agreement, or to terminate with respect to such portion, by giving written notice thereof to Seller within ten (10) business days after receiving notice of such condemnation. As used herein, "**material**" means a value of not less than \$2,000,000. If Buyer fails to give written notice of termination to the Seller within

said ten (10) business day period, then this Agreement shall remain in full force and effect, Buyer and Seller shall close this transaction as provided herein without any reduction in the Purchase Price, and upon Closing, Seller shall assign and/or transfer to Buyer, effective on the Closing, all of Seller's right, title and interest to any award allocated to such taking. In such event, Seller shall not compromise, settle or adjust any claims without the prior written consent of Buyer, not to be unreasonably withheld. In the event this Agreement is terminated with respect to all or a portion of the Property pursuant to this Section, the Escrow Deposit, minus Escrow Holder's and the Title Company's cancellation fees, shall be returned to Buyer by Escrow Holder and, to the extent previously released to Seller, by Seller, and neither party hereto shall have any further obligation in connection with the portion of the Property for which this Agreement is terminated, except under those provisions (including this provision) that expressly survive a termination of this Agreement.

6.3 Waiver. To the maximum extent permitted by applicable law, Buyer waives any rights or remedies not set forth herein with respect to any right to terminate this Agreement in connection with any casualty or condemnation.

7. Representations and Warranties and Covenants.

7.1 Representations and Warranties of Seller. Seller hereby represents and warrants to Buyer as of the Effective Date (or, in the case of the representations and warranties in the first sentence of Section 7.1.4, as of the date of Seller's delivery to Buyer of the Records described in such sentence) and the Closing Date that:

7.1.1 Subject to obtaining Anaheim City Council approval, Seller has full authority to enter into and perform this Agreement and the person or persons signing this Agreement and any documents executed pursuant hereto on Seller's behalf have full power and authority to bind Seller. Subject to obtaining Anaheim City Council Approval, upon execution and delivery of this Agreement by Seller, this Agreement shall constitute the valid and binding obligation of Seller, enforceable against Seller in accordance with its terms. Subject to obtaining Anaheim City Council Approval, the execution, delivery and performance of this Agreement do not, and the consummation of the transaction contemplated hereby will not, violate the organizational documents, or other agreements made by or binding upon, Seller.

7.1.2 Seller is not a "foreign person" within the meaning of Section 1445(f) of the Internal Revenue Code of 1986, as amended.

7.1.3 There are no current or, to Seller's knowledge, pending litigation or condemnation proceeding affecting the Property or Seller's ability to consummate the transactions described in this Agreement.

7.1.4 The rent roll and the copies of the Other Leases provided by Seller to Buyer in the Records are true, correct and complete in all material respects and are the ones used by Seller in the ordinary course of its business with respect to the Property. Except for and as provided in the Title Report and in any subleases, licenses or other agreements entered into by Buyer, there are no other leases, licenses or other agreements for use or occupancy of any portion of the Property that will be in force after the Closing and no person or entity other than Seller and Angels Baseball is in or entitled to possession of the Real Property and Improvements. There are no commissions or tenant improvement cost obligations in connection with the Other Leases or the Property for which Seller is now responsible and for which Buyer will be responsible from and after the Closing.



7.1.5 To Seller's knowledge, Seller has not received or given any written notice of any violation with respect to the Property of applicable law (excluding Environmental Laws (as defined in Section 7.17 below)), except to the extent such violation has been cured. To Seller's knowledge, Seller has received no written notice that the Property is in violation of any easement, covenant, condition, restriction or similar provision in any instrument or record or other unrecorded agreement affecting the Property.

7.1.6 To Seller's knowledge, Seller has not received any written notice of a claim of a default by Seller under any Other Lease that has not been cured with such cure having been accepted by the applicable tenant as satisfactory.

7.1.7 To Seller's knowledge, and except as Seller has otherwise disclosed to Buyer in the Records, Seller has not received written notice of, and does not otherwise have knowledge of (a) any material violation of Environmental Laws concerning the Property, or (b) the presence or release of Hazardous Materials on or from the Property that would give rise to any obligation to report, monitor or remediate or which would reasonably be likely to pose a material threat to the environment or person or property. "**Environmental Laws**" shall mean any and all presently existing federal, state and local laws (whether under common law, statute, rule, regulation or otherwise), requirements under permits issued with respect thereto, and other requirements of any federal, state or local governmental agency, court, board, bureau or other authority having jurisdiction with respect to or relating to the environment, to any Hazardous Materials or to any activity involving Hazardous Materials and shall include, without limitation, all UST Laws, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. Section 9501, et seq.) the Federal Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et seq.) and all amendments thereto in effect as of the Closing Date.

7.1.8 To Seller's knowledge, as of the Effective Date the Contracts are the only management, service or other similar contractual obligations to which Seller is a party relating solely to the operation or maintenance of the Real Property, and, to Seller's knowledge, Seller is not in breach of, or default under, any Contract.

7.1.9 Except for this Agreement, Seller has not entered into any contracts, or granted any options, rights of first offer, rights of first refusal or similar rights (in each case, whether oral or written) for the sale, assignment or transfer of all or any portion of the Property.

For purposes of this Agreement, whenever the phrase "to Seller's knowledge," or the "knowledge" of Seller or words of similar import are used, they shall be deemed to refer to facts within the actual knowledge of any one or more of Tom Morton, Rudy Emami, or David Belmer and no others, as of the Effective Date, without duty of inquiry. To the extent such representations and warranties are required to be restated or affirmed in the future and any of the foregoing individuals has been replaced in his or her current capacity as an employee or representative of Seller, "knowledge" shall be deemed to include facts within the actual knowledge of the individual or individuals replacing the individuals listed above. Seller represents and warrants to Buyer that Tom Morton, Rudy Emami, or David Belmer are employees or representatives of Seller knowledgeable with respect to matters relating to the Property.

Notwithstanding any contrary provision of this Agreement, if during the pendency of this Agreement prior to Closing Seller discloses any matter that makes any of Seller's representations and warranties untrue in any material respect that is not attributable to a Seller breach of any of its obligations under this Agreement, or in the event that Buyer otherwise becomes aware during the pendency of this Agreement prior to Closing of any matter that makes any of Seller's representations or warranties untrue in any material respect that is not attributable to a Seller breach of any of its obligations under this

Agreement, such representations and warranties shall be deemed modified to reflect such matters and Seller shall bear no liability for such matters, but Buyer shall have the right to elect in writing within five (5) business days after becoming aware of any such matter, but in no event later than the Closing Date, (a) to terminate this Agreement, or (b) to waive such matter and complete the purchase of the Property without reduction of the Purchase Price in accordance with the terms of this Agreement (and any failure to give notice under clause (a) shall be deemed to constitute such a waiver); provided, however, that if a representation or warranty becomes untrue as a result of Seller's breach of any of its obligations under this Agreement (or a representation or warranty was untrue when made), or if a representation or warranty that becomes untrue materially detrimentally affects the value of the Property, and Buyer elects to terminate this Agreement, the Escrow Deposit, minus Escrow Holder's and the Title Company's cancellation fees, shall be returned to Buyer by Escrow Holder and, to the extent previously released to Seller, by Seller. Seller's representations and warranties contained in this Section 7.1 shall survive the Closing for a period of nine (9) months. Notwithstanding the foregoing, if Buyer acquires the Property with actual knowledge of an untrue or incorrect representation or warranty, then upon the Closing, Buyer shall be deemed to have fully and unconditionally waived and released any and all Claims whatsoever with respect to such untrue or incorrect representation or warranty. The provisions of the preceding sentence shall survive Closing or any termination of this Agreement.

7.2 Covenants of Seller. From the Effective Date until Closing, Seller shall hold the Property in its ordinary course of business and shall not (a) grant or convey any easement, lease, license, permit, lien, encumbrance or any other legal or beneficial interest or occupancy right in or to any portion of the Property that (i) is subject to the Lease and that Seller is not otherwise permitted to grant or convey under the Lease, and (ii) that would extend beyond Closing, (b) subject to Seller's rights under Section 4.5, solicit offers for the purchase or transfer of the Property; (c) materially amend or modify any of the Other Leases, to the extent remaining in effect after Closing; (d) materially amend or modify any of the Contracts that are being conveyed to Buyer at Closing; (e) subject to Seller's rights under Section 4.5, enter into any agreements for the sale or transfer of the Property; or (f) enter into any agreements with respect to the Property that would bind Buyer or the Property after Closing, in each case without the prior written consent of Buyer, which consent may not be unreasonably withheld. This Section 7.2 shall survive the Closing for a period of nine (9) months.

7.3 Covenants, Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller as of the Effective Date and the Closing Date that:

7.3.1 Authority; No Conflict. Buyer is duly organized and validly existing under the laws of the State of California, has full authority to enter into and perform this Agreement and the person or persons signing this Agreement and any documents executed pursuant hereto on Buyer's behalf have full power and authority to bind Buyer. The execution, delivery and performance of this Agreement do not, and the consummation of the transaction contemplated hereby will not, violate the organizational documents, or other agreements made by or binding upon, Buyer.

7.3.2 OFAC. (a) Buyer is in compliance with the requirements of Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 23, 2001) (the "**Order**") and other similar requirements contained in the rules and regulations of the Office of Foreign Assets Control, Department of the Treasury ("**OFAC**") and in any enabling legislation or other executive orders or regulations in respect thereof (the Order and such other rules, regulations, legislation, or orders are collectively called the "**Orders**"), and (b) neither Buyer, nor any beneficial owner of Buyer, is (i) listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Order and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders (such lists are

collectively referred to as the “**Lists**”), (ii) a person who has been determined by competent authority to be subject to the prohibitions contained in the Orders, or (iii) owned or controlled by, or acts for or on behalf of, any person on the Lists or any other person who has been determined by competent authority to be subject to the prohibitions contained in the Orders. In the event Buyer obtains actual knowledge that Buyer or any of its beneficial owners becomes listed on the Lists, then (A) Buyer shall immediately notify Seller in writing, and (B) Buyer shall immediately remove such party from any interest in Buyer.

7.3.3 Bankruptcy. Buyer has not filed and has not been the subject of any filing of a petition under the federal bankruptcy law or any federal or state insolvency laws or laws for composition of indebtedness or for the reorganization of debtors.

7.3.4 Value Protection; Property Rights. To the extent that substantial development of the Property, other than portions intentionally retained as undeveloped or lightly developed (e.g., surface parking lots), has not been completed in accordance with the Vesting Tentative Map and the DDA by the expiration of the term of the DDA, then, following the termination or expiration of the DDA, Seller shall have the right to purchase such portion of the Property as is then owned by Buyer (or any of its Affiliates (as defined in Section 14.4 below)) for its then fair market value, as may be adjusted for the value of any encumbrances or impositions, if any, Buyer committed to implement pursuant to the DDA, but which encumbrances were not implemented. Pursuant to Section 7.3.6 below, this provision shall survive the Closing and the terms of this provision shall be incorporated by reference in a recorded document and run with the land.

7.3.5 No Tax Credits. Buyer agrees that during the term of this Agreement and after the Closing Date, Buyer will receive no reimbursement for property, sales or transit occupancy taxes received by Seller unless otherwise agreed to by Seller.

7.3.6 Survival. The covenants in Sections 7.3.4 and 7.3.5 of this Agreement shall survive the Closing and shall not be merged with the recordation of the Deed. All of the other representations and covenants of Buyer set forth in this Section 7.3 shall survive the Closing for a period of nine (9) months.

8. Energy Disclosures. Buyer acknowledges that the Real Property may be subject to Assembly Bill Nos. 1103 and 531, California Public Resources Code Section 25402.10 and similar laws pertaining to the energy efficiency and/or utility usage (the “**Energy Laws**”). Buyer waives, to the maximum extent allowed by applicable law, any and all obligations of Seller to deliver any information or other reporting under the Energy Laws whether such failure occurs prior to execution and delivery of this Agreement or prior to the Closing. This provision shall survive the Closing.

9. Natural Hazard Disclosure. As used herein, the term “**Act**” shall mean the Natural Hazard Disclosure Act, California Government Code Sections 8589.3, 8589.4 and 51183.5, and California Public Resources Code Sections 2621.9, 2694 and 4136, and any successor statutes or laws. Buyer hereby acknowledges and agrees that (a) Seller has retained, or shall retain, the services of a third party company to examine the maps and other information made available to the public by government agencies for the purpose of enabling Seller to fulfill its disclosure obligations with respect to the Act and to prepare the written report of the result of its examination (the “**Report**”), (b) Seller has provided, or shall provide, Buyer with a natural hazard disclosure statement (the “**Disclosure Statement**”) in a form required by the Act, (c) the Report fully and completely discharges Seller from its disclosure obligations under the Act and under California Civil Code Sections 1102 through 1102.17 and all other laws, (d) the matters set forth in the Disclosure Statement or Report may change on or prior to the Closing and that Seller has no obligation to update, modify or supplement the Disclosure Statement or Report, and (e)

Seller shall have no right to terminate this Agreement based upon the matters contained in the Report and/or the Disclosure Statement.

10. California Health and Safety Code Section 25359.7 Disclosure. California Health and Safety Code Section 25359.7 requires owners of nonresidential property who know or have reasonable cause to believe that a release of a hazardous material has come to be located on or beneath real property to provide written notice of that condition to a buyer of said real property. Buyer and Seller acknowledge that, among other things, all or a portion of the Real Property was formerly used for agricultural purposes and that there are and/or may be Hazardous Materials in, on, under or about the Real Property. By Buyer's execution of this Agreement, Buyer (a) acknowledges Buyer's receipt of the foregoing disclosure and notice given pursuant to Section 25359.7 of the California Health and Safety Code, (b) is fully aware of the condition of the Property, and (c) after receiving advice of Buyer's legal counsel, waives any and all rights or remedies whatsoever, express, implied, statutory or by operation of law, Buyer may have against Seller arising under Section 25359.7 of the California Health and Safety Code and/or with respect to the condition of the Property, and/or to terminate this Agreement as a result thereof. This provision shall survive the Closing.

11. AS-IS; RELEASE. AS AN ESSENTIAL INDUCEMENT TO SELLER TO ENTER INTO THIS AGREEMENT, AND AS PART OF THE DETERMINATION OF THE PURCHASE PRICE, BUYER ACKNOWLEDGES, UNDERSTANDS AND AGREES AS OF THE EFFECTIVE DATE (IN THE CASE OF SECTION 11.1) AND AS OF THE CLOSING (IN THE CASE OF SECTIONS 11.1 AND 11.2) TO THE PROVISIONS SET FORTH BELOW.

11.1 AS-IS, WHERE-IS. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN SECTION 7.1 ABOVE, BUYER ACKNOWLEDGES AND AGREES THAT (A) THE SALE OF THE PROPERTY HEREUNDER IS AND WILL BE MADE ON AN "AS IS, WHERE IS, WITH ALL FAULTS" BASIS, WITH BUYER ASSUMING THE PROPERTY IN SUCH CONDITION AND AGREEING THAT SELLER SHALL NOT HAVE ANY RESPONSIBILITY FOR THE CONDITION OF THE PROPERTY (OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE REPAIR OF ANY PORTION OF THE PROPERTY AND/OR FOR THE CONSTRUCTION OF ANY IMPROVEMENTS), (B) SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE OF, AS TO, CONCERNING OR WITH RESPECT TO THE PROPERTY OR ANY OTHER MATTER WHATSOEVER (INCLUDING, WITHOUT LIMITATION ANY REPRESENTATIONS OR WARRANTIES REGARDING ANY HAZARDOUS MATERIALS IN, ON, UNDER OR ABOUT THE PROPERTY OR THE CONSTRUCTION OF ANY IMPROVEMENTS), (C) BUYER HAS CONFIRMED INDEPENDENTLY ALL INFORMATION THAT IT CONSIDERS MATERIAL TO ITS PURCHASE OF THE PROPERTY OR THE TRANSACTION CONTEMPLATED HEREBY (INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE REAL PROPERTY AND TITLE TO THE PROPERTY), (D) BUYER IS A SOPHISTICATED BUYER AND ACKNOWLEDGES THAT TO THE FULLEST EXTENT AT LAW, SELLER SHALL NOT BE RESPONSIBLE FOR ANY MATTERS AFFECTING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY REMEDIATION OF ANY HAZARDOUS MATERIALS OR CONSTRUCTION OF ANY IMPROVEMENTS OR OTHERWISE WITH RESPECT TO THE PROPERTY, AND (E) ANY INFORMATION PROVIDED WITH RESPECT TO THE PROPERTY IS SOLELY FOR BUYER'S CONVENIENCE AND SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF THE SAME. AS USED HEREIN, "**HAZARDOUS MATERIALS**" MEANS ANY HAZARDOUS, TOXIC OR DANGEROUS WASTE, SUBSTANCE OR MATERIAL,

POLLUTANT OR CONTAMINANT, AS DEFINED FOR PURPOSES OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980 (42 U.S.C. SECTION 9601 ET SEQ.), AS AMENDED, OR THE RESOURCE CONSERVATION AND RECOVERY ACT (42 U.S.C. SECTION 6901 ET SEQ.), AS AMENDED, OR ANY OTHER LAWS, OR ANY SUBSTANCE WHICH IS TOXIC, EXPLOSIVE, CORROSIVE, FLAMMABLE, INFECTIOUS, RADIOACTIVE, CARCINOGENIC, MUTAGENIC, OR OTHERWISE HAZARDOUS, OR ANY SUBSTANCE WHICH CONTAINS GASOLINE, DIESEL FUEL OR OTHER PETROLEUM HYDROCARBONS, POLYCHLORINATED BIPHENYLS (PCBS), OR RADON GAS, UREA FORMALDEHYDE, ASBESTOS OR LEAD.

11.2 RELEASE. AS A MATERIAL PART OF THE CONSIDERATION TO SELLER FOR THE SALE OF THE PROPERTY, AS OF THE CLOSING, BUYER WAIVES, RELEASES, AND ACQUITS AND SHALL DEFEND SELLER AND SELLER'S COUNCILS, BOARDS, COMMISSIONS, PARTNERS, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS, AND THEIR RESPECTIVE COUNCILS, BOARDS, COMMISSIONS, DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS AND ATTORNEYS (EXCLUDING SELLER, COLLECTIVELY, "**SELLER'S PARTIES**") FROM ANY AND ALL LOSSES, COSTS, CLAIMS, LIABILITIES, EXPENSES, CAUSES OF ACTION, DEMANDS, FEES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) AND OBLIGATIONS (COLLECTIVELY, "**CLAIMS**"), WHETHER OR NOT LATENT, KNOWN AND UNKNOWN, FORESEEN AND UNFORESEEN AND WHETHER OR NOT NOW ACCRUED, INCLUDING, WITHOUT LIMITATION, ANY RIGHTS TO, OR CLAIM FOR, CONTRIBUTIONS OR INDEMNITY THAT ARE BASED DIRECTLY OR INDIRECTLY ON, ARISE FROM OR IN CONNECTION WITH, OR ARE RELATED TO (IN ANY WAY) (A) ANY PAST, PRESENT OR FUTURE CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, THE PRESENCE OF ANY HAZARDOUS MATERIALS IN, ON, UNDER OR ABOUT THE PROPERTY OR THE CONSTRUCTION OF ANY IMPROVEMENTS), (B) ANY AND ALL STATEMENTS, REPRESENTATIONS, WARRANTIES, DETERMINATIONS, CONCLUSIONS, ASSESSMENTS, ASSERTIONS OR ANY OTHER INFORMATION CONTAINED IN ANY OF THE MATERIAL PROVIDED BY SELLER OR SELLER'S PARTIES, (C) ANY DEFECT, INACCURACY OR INADEQUACY IN TITLE OF THE PROPERTY OR THE CONSTRUCTION OF ANY IMPROVEMENTS, AND (D) THE PROPERTY OR THE USE OR OPERATION THEREOF. BUYER HEREBY ACKNOWLEDGES AND AGREES THAT (I) BUYER MAY HEREAFTER DISCOVER FACTS DIFFERENT FROM, OR IN ADDITION TO, THOSE NOW OR AS OF THE CLOSING KNOWN OR BELIEVED TO BE TRUE REGARDING THE PROPERTY AND/OR MATERIAL PROVIDED BY SELLER OR SELLER'S PARTIES, AND SELLER SHALL HAVE NO LIABILITY IN CONNECTION THEREWITH (BUYER HEREBY BEING SOLELY RESPONSIBLE FOR THE SAME), AND (II) BUYER'S AGREEMENT TO RELEASE, ACQUIT AND DISCHARGE SELLER AND SELLER'S PARTIES AS SET FORTH HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT, NOTWITHSTANDING THE EXISTENCE OR DISCOVERY OF ANY SUCH DIFFERENT OR ADDITIONAL FACTS.

WITH RESPECT TO THE RELEASES AND WAIVERS SET FORTH IN THIS SECTION, AS OF THE CLOSING, BUYER EXPRESSLY WAIVES THE BENEFITS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH PROVIDES AS FOLLOWS:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

BUYER HAS BEEN ADVISED BY ITS LEGAL COUNSEL AND UNDERSTANDS THE SIGNIFICANCE OF THIS WAIVER OF SECTION 1542 RELATING TO UNKNOWN, UNSUSPECTED AND CONCEALED CLAIMS. BY ITS INITIALS BELOW, BUYER ACKNOWLEDGES THAT IT FULLY UNDERSTANDS, APPRECIATES AND ACCEPTS ALL OF THE TERMS OF THIS SECTION.

\_\_\_\_\_ BUYER'S INITIALS

THE FOREGOING RELEASE SHALL IN NO EVENT OPERATE TO RELEASE SELLER FOR SELLER'S FRAUD OR ANY BREACH OF SELLER'S REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 7.1 OF THIS AGREEMENT.

11.3 Indemnity. Except to the extent of Seller's breach of the representations and warranties set forth in Section 7.1 above, Buyer agrees to defend (with counsel of Seller's choice), hold harmless and indemnify Seller and all Seller's Parties from and against any and all Claims which relate to, are connected with or in any manner arising: (a) out of the incorrectness of any representation or warranty of Buyer set forth in this Agreement, or (b) out of Buyer's default under this Agreement during the term of this Agreement. It is the intention of the parties that this indemnity does not require payment as a condition precedent to recovery by Seller against Buyer under this indemnity.

11.4 Survival. This Section 11 shall survive the termination of this Agreement and the Closing.

12. Default; Remedies.

12.1 Default by Seller. In the event the Closing fails to occur due to a default by Seller hereunder including, without limitation, Seller's breach of a Seller representation or warranty under Section 7.1, Seller's repudiation of this Agreement or the DDA, or Seller's abuse of its executive authority with respect to its exercise of approval authority under Sections 4.6 and 4.7, and Seller fails to cure such default within five (5) business days after written notice from Buyer describing such default (except for a default with respect to Seller's exercise of its approval authority with respect to Sections 4.6 and 4.7, for which Seller shall have ninety (90) calendar days after Buyer's notice to cure such default), and provided that all obligations of Buyer that, pursuant to the terms of this Agreement, were to have been performed by Buyer prior and as conditions precedent to Seller's performance of Seller's defaulted obligation, have been performed, Buyer's sole and exclusive remedy shall be to either (a) terminate this Agreement, obtain the return of the Escrow Deposit and collect its actual out-of-pocket diligence, planning and other transaction costs, not to exceed \$5,000,000 (in addition to attorneys' fees), or (b) bring an action for specific performance, provided that such action is commenced within sixty (60) days after Seller's alleged default. This provision shall survive the termination of this Agreement.

12.2 Default by Buyer. In the event the Closing fails to occur due to a default by Buyer hereunder, including, without limitation, Buyer's breach of a Buyer representation or warranty under Section 7.2, provided Buyer has failed to cure such default within five (5) business days after written notice from Seller describing such default, and provided that all obligations of Seller that, pursuant to the terms of this Agreement, were to have been performed by Seller prior and as conditions precedent to Buyer's performance of Buyer's defaulted obligation, have been performed, Seller's sole and exclusive remedy shall be to either (a) terminate this Agreement in which event the entire Escrow Deposit, whether held by Escrow Holder or previously released to Seller, shall be retained by Seller as liquidated damages as a reasonable estimate of Seller's actual damages (provided Buyer shall remain liable for indemnification claims or for of any fraud by Buyer), or (b) bring an action for specific

performance, provided that such action is commenced within sixty (60) days after Buyer's alleged default. This provision shall survive the termination of this Agreement.

13. Limit on Liability. Notwithstanding anything to the contrary contained herein: (a) the liability of Seller under this Agreement and any documents executed in connection herewith shall not exceed, in the aggregate, \$5,000,000 (excluding attorneys' fees), and (b) no Seller Parties shall be personally liable for the performance of Seller's obligations under this Agreement

14. Miscellaneous.

14.1 Brokers. Each party represents and warrants to the other that it has not dealt with any real estate broker, agent or finder in connection with this transaction. Buyer agrees to indemnify and hold Seller harmless from and against any and all Claims arising out of any claim to a commission or fee by any party claiming by or through Buyer. Seller agrees to indemnify and hold Buyer harmless from and against any and all Claims arising out of any claim to a commission or fee by any party claiming by or through Seller. This provision shall survive the termination of this Agreement and the Closing.

14.2 Construction. The exhibits attached hereto are hereby incorporated herein as if fully set forth in this Agreement. This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matters. Words used in the singular shall include the plural, and vice versa. Whenever the words "including", "include" or "includes" are used in this Agreement, they shall be interpreted in a non-exclusive manner. The captions and headings of the sections of this Agreement are for convenience only. Except as otherwise indicated, all exhibit and section references in this Agreement shall be deemed to refer to the exhibits and sections in this Agreement. Each party acknowledges and agrees that this Agreement is the product of negotiations between the parties and shall not be deemed prepared or drafted by any one party. In the event of any dispute between the parties concerning this Agreement, the parties agree that any ambiguity in the language of the Agreement is to not to be resolved against Seller or Buyer, but shall be given a reasonable interpretation in accordance with the plain meaning of the terms of this Agreement and the intent of the parties as manifested hereby. This Agreement may be amended only by a written agreement executed by all parties. In no event shall any draft of this Agreement create any obligations or liabilities, it being intended that only a fully executed and delivered copy of this Agreement will bind the parties hereto. In no event shall this Agreement be recorded without the prior written consent of Seller, but the Memorandum shall be recorded as provided in Section 3.2. Buyer agrees that in no event shall it file any lis pendens against the Real Property in connection herewith except in accordance with bringing an action for specific performance as provided herein. This Agreement does not and shall not be construed to create a partnership, joint venture or any other relationship between the parties hereto, except the relationship of the seller and buyer specifically established hereby.

14.3 Time of the Essence. Time is of the essence of this Agreement. Whenever action must be taken under this Agreement during a certain period of time that ends on a non-business day, then such period shall be extended until the immediately following business day. As used herein, "business day" means any day other than a Saturday, Sunday or federal or California State holiday.

14.4 Delegation. The City of Anaheim City Manager shall have the authority to implement and enforce this Agreement on behalf of Seller; provided, however, that (i) in no event shall the City Manager (or designee) have the authority, without City Council approval or express delegation of authority, to approve substantive amendments to this Agreement that materially increase Seller's obligations or materially impair or jeopardize its rights hereunder; (ii) in no event shall the City Manager (or designee) have the authority, without City Council approval or express delegation of authority, to approve waivers that materially impair or jeopardize Seller's rights hereunder; (iii) the City Manager (or

designee) shall have the right, even if he or she has the authority to act hereunder without seeking City Council approval, to seek such approval, and in such event City shall not be deemed to be in default hereunder; and (iv) the City Attorney's approval shall also be required with respect to (A) the form and content of any agreement, estoppel certificate, or other document approved by the City Manager or his or her designee, (B) whether the City Manager's and/or his/her designee's approval is consistent with the terms and conditions set forth in this Agreement, including without limitation the provisions of clauses (i) and (ii) above, and (C) whether the City Manager and/or his/her designee has the authority under this Agreement and applicable law to grant or provide such approval. This Section shall not be deemed to modify any other provisions of this Agreement and shall not excuse any obligation of Seller under this Agreement or any deadlines for such performance set forth in this Agreement.

14.5 Successors and Assigns; Affiliate(s). Buyer may assign or transfer its rights and obligations under this Agreement either directly or indirectly (whether by outright transfer, transfer of ownership interests or otherwise) to an Affiliate without the prior written consent of Seller, provided Buyer shall give Seller at least ten (10) business days' advance written notice thereof and Buyer and the assignee shall execute and deliver a commercially reasonable assignment and assumption agreement to Seller. As used herein, "**Affiliate**" means any entity controlling, controlled by or under common control with Buyer. The term "control," as used in the immediately preceding sentence, means, with respect to an entity, the right to exercise at least 50% of the voting rights of the controlled entity. Any other assignment or transfer of Buyer's rights and obligations under this Agreement shall require Seller's advance written consent, which Seller may withhold in its reasonable discretion. In the event of a transfer, the transferee shall assume in writing all of the transferor's obligations hereunder, but such transferor shall not be released from its obligations hereunder. No consent given by Seller to any transfer or assignment of Buyer's rights and obligations hereunder shall be construed as a consent to any other transfer or assignment of Buyer's rights and obligations hereunder. No transfer or assignment in violation of the provisions hereof shall be valid or enforceable. Subject to the foregoing, this Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the parties.

14.6 Notices. Any notice which a party is required or may desire to give the other shall be in writing and shall be sent by personal delivery or by mail (either (a) by United States registered or certified mail, return receipt requested, postage prepaid, or (b) by Federal Express or similar generally recognized overnight carrier regularly providing proof of delivery), addressed as set forth in the Basic Terms section of this Agreement (subject to the right of a party to designate a different address for itself by notice similarly given at least five (5) days in advance). Any notice so given by mail shall be deemed to have been given as of the date of delivery (whether accepted or refused) established by U.S. Post Office return receipt or the overnight carrier's proof of delivery, as the case may be. Any such notice not so given shall be deemed given upon actual receipt of the same by the party to whom the same is to be given.

14.7 Third Parties. No third party shall be entitled to enforce or otherwise shall acquire any right, remedy or benefit by reason of any provision of this Agreement. This provision shall survive the termination of this Agreement and the Closing.

14.8 Severability. If any term or provision of this Agreement shall be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and that portion which is found to be unenforceable shall be deemed to be a statement of intention by the parties; and the parties further agree that in such event they shall take all steps necessary to comply with such public hearings and/or notice requirements as may be necessary in order to make valid that portion which is found to be unenforceable.



14.9 Waiver. Any party may waive any of the conditions to its obligations hereunder, but any such waiver shall be effective only if contained in a writing signed by such party. No such waiver shall reduce the rights or remedies of a party by reason of any breach by the other party hereunder. No failure or delay by one party to exercise any right it may have by reason of the default of the other party shall operate as a waiver of default of this Agreement or shall prevent the exercise of any right by such party.

14.10 Initiative Measures; Cooperation in the event of Challenge. Should an initiative, measure, moratorium, referendum, statute, ordinance, or other limitation be enacted by the citizens of Anaheim which would prevent the consummation of all or any part of the transaction contemplated herein, and to the extent such initiative, measure, moratorium, referendum, statute, ordinance or other limitation be determined by a court of competent jurisdiction to invalidate or prevail over all or any part of this Agreement, Buyer shall have no recourse against Seller hereunder, but Buyer shall be entitled to the return of the Escrow Deposit from Escrow Holder and, to the extent previously released to Seller, from Seller, and Buyer shall retain all other rights, claims and causes of action under this Agreement not so invalidated and any and all other rights, claims and causes of action at law or in equity which Buyer may have independent of this Agreement. The foregoing shall not be deemed to limit Buyer's right to appeal any such determination that such initiative, measure, referendum, statute, ordinance or other limitation invalidates or prevails over all or any part of this Agreement. Seller agrees to cooperate with Buyer in all reasonable manners in order to keep this Agreement in full force and effect, provided Buyer shall reimburse Seller for its out-of-pocket expenses incurred directly in connection with such cooperation and Seller shall not be obligated to institute a lawsuit or other court proceedings in this connection. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, or any approvals issued by Seller in furtherance of this Agreement, the parties hereby agree to cooperate fully with each other in defending said action and the validity of each provision of this Agreement, however, Buyer shall be liable for all legal expenses and costs incurred in defending any such action. Buyer shall be entitled to choose legal counsel reasonably acceptable to Seller to defend against any such legal action, and shall pay any attorneys' fees awarded against Seller or Buyer, or both, resulting from any such legal action. Buyer shall be entitled to any award of attorneys' fees arising out of any such legal action. Any proposed settlement of such action shall be subject to Seller's approval, in its reasonable discretion. If neither Buyer nor Seller elects to defend against such action, Buyer shall remain liable for legal expenses and costs to the extent provided in this Section.

14.11 Attorneys' Fees. If any action or proceeding is commenced by any party to this Agreement to enforce its rights under this Agreement or to collect damages as a result of the breach or default of any of the provisions of this Agreement, the prevailing party in such action or proceeding, including any bankruptcy, insolvency or appellate proceedings, shall be entitled to recover all reasonable costs and expenses, including, without limitation, reasonable attorneys' fees and court costs, in addition to any other relief awarded by the court. As used herein, the term "prevailing party" shall mean the party who recovers a greater relief in an action to enforce or construe the provisions of this Agreement, whether or not damages are actually awarded to such party. The provisions of this Section 14.10 shall survive the Closing and shall not be merged with the Deed, and even if the Closing does not occur, shall survive the termination of this Agreement.

14.12 Seller Acting in Proprietary Capacity. Seller is entering into this Agreement in its proprietary capacity only, notwithstanding the parties' expectation that Seller, acting in its governmental capacity, may be called upon to take certain actions contemplated by this Agreement. In no way is Seller's execution of this Agreement an implied or actual waiver of, or limitation on, any of Seller's rights, discretion, authorities or obligations, acting in its governmental capacity, including but not limited to Seller's responsibilities under CEQA. Seller, acting in its governmental capacity, shall have no

obligation to exercise its approval rights until it has completed all applicable environmental reviews and made all required findings with respect thereto. This Section shall not be deemed to modify any other provision of this Agreement and shall not excuse any breach or default by Seller, acting in its proprietary capacity, of any other provisions of this Agreement.

14.13 Counterparts. This Agreement may be executed in one or more originally executed counterparts, all of which, when taken together, shall constitute one and the same instrument.

**[END OF TEXT; SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

**SELLER:**

CITY OF ANAHEIM,  
a municipal corporation and charter city

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Attest:**

\_\_\_\_\_  
Theresa Bass, City Clerk

**Approved as to Form:**

\_\_\_\_\_  
Robert Fabela, City Attorney

Date of Execution: \_\_\_\_\_, 2019

**BUYER:**

SRB MANAGEMENT COMPANY, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ESCROW HOLDER'S ACKNOWLEDGEMENT**

The undersigned hereby executes this Agreement to evidence its receipt of a fully executed version of this Agreement and agrees to act as Escrow Holder in accordance with the terms of this Agreement.

**ESCROW HOLDER:**

Fidelity National Title Insurance

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

## **EXHIBIT LIST**

Exhibit "A-1"	-	Legal Description of Land
Exhibit "A-2"	-	Other Leases
Exhibit "A-3"	-	Contracts
Exhibit "B"	-	Intentionally Deleted
Exhibit "C"	-	Form of Deed
Exhibit "D"	-	Form of Bill of Sale
Exhibit "E"	-	Form of Assignment of Leases and Contracts
Exhibit "F"	-	Form of General Assignment
Exhibit "G"	-	Form of Memorandum

**EXHIBIT "A-1"**

**LEGAL DESCRIPTION OF LAND**

[Subject to Title Company confirmation]

PARCEL 1:

PARCELS 1, 2, 3, AND 4 OF [PARCEL MAP NO. 2006-262](#), IN THE CITY OF ANAHEIM AND THE CITY OF ORANGE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP FILED IN [BOOK 357, PAGES 25 THROUGH 34 INCLUSIVE OF PARCEL MAPS](#), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: [232-011-02](#); [232-011-06](#); [232-011-35](#); [232-011-36](#); [232-011-37](#); [232-011-38](#); [232-011-39](#); [232-011-40](#); [232-011-41](#); [232-011-42](#); [232-011-43](#); [232-011-44](#); [232-011-47](#); [232-011-48](#); [232-011-50](#)

PARCEL 2:

PARCEL A (APN: [232-011-49](#)):

BEING A PORTION OF LOT 4 OF [TRACT NO. 71](#), IN THE CITY OF ANAHEIM, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON THE MAP RECORDED IN [BOOK 10, PAGE 22 OF MISCELLANEOUS MAPS](#) IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF STATE COLLEGE BOULEVARD AND KATELLA AVENUE, AS SAID INTERSECTION IS SHOWN ON THE RECORD OF SURVEY FILED IN [BOOK 72, PAGE 18 OF RECORDS OF SURVEY](#), IN THE OFFICE OF SAID COUNTY RECORDER; THENCE ALONG THE CENTERLINE OF SAID STATE COLLEGE BOULEVARD SOUTH 00°44'29" WEST 766.96 FEET; THENCE LEAVING SAID CENTERLINE SOUTH 89°15'31" EAST 84.00 FEET TO A LINE BEING PARALLEL WITH AND 84.00 FEET EASTERLY OF SAID CENTERLINE OF STATE COLLEGE BOULEVARD, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING ALONG SAID LINE SOUTH 89°15'31" EAST 304.00 FEET; THENCE LEAVING SAID LINE SOUTH 00°44'29" WEST 103.00 FEET; THENCE NORTH 89°15'31" WEST 50.00 FEET; THENCE SOUTH 00°44'29" WEST 148.0 FEET; THENCE NORTH 89°15'31" WEST 254.00 FEET TO SAID PARALLEL LINE; THENCE ALONG SAID PARALLEL LINE NORTH 00°44'29" EAST 251.00 FEET TO THE TRUE POINT OF BEGINNING.

SAID LAND IS ALSO SHOWN AS THAT CERTAIN PARCEL DESIGNATED AS "N.A.P." ON [PARCEL MAP NO. 2006-262](#) FILED IN [BOOK 357, PAGES 25 THROUGH 34 INCLUSIVE OF PARCEL MAPS](#), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM ALL OIL, GAS, HYDROCARBON SUBSTANCES AND MINERALS OF EVERY KIND AND CHARACTER LYING MORE THAN 500 FEET BELOW THE SURFACE, TOGETHER WITH THE RIGHT TO DRILL INTO, THROUGH, AND TO USE AND OCCUPY ALL PARTS OF THE PROPERTY LYING MORE THAN 500 FEET BELOW THE SURFACE THEREOF FOR ANY AND ALL PURPOSES INCIDENTAL TO THE EXPLORATION FOR AND PRODUCING OF OIL, GAS, HYDROCARBON SUBSTANCES OR MINERALS FROM SUCH SITE OR OTHER LANDS, BUT WITHOUT, HOWEVER, ANY RIGHT TO USE EITHER THE SURFACE OF THE PROPERTY OR ANY PORTION THEREOF WITHIN 500 FEET OF THE SURFACE FOR ANY

PURPOSE OR PURPOSES WHATSOEVER, AS RESERVED BY THE CITY OF ANAHEIM, A MUNICIPAL CORPORATION AND CHARTER CITY, BY THAT CERTAIN GRANT DEED DATED AS OF APRIL 07, 2000, BY THE CITY OF ANAHEIM, AS GRANTOR, TO STADIUM GATEWAY ASSOCIATES, L.L.C, A DELAWARE LIMITED LIABILITY COMPANY, AS GRANTEE, RECORDED APRIL 10, 2000 AS [INSTRUMENT NO. 2000183504 OF OFFICIAL RECORDS](#) OF ORANGE COUNTY, CALIFORNIA.

PARCEL B:

EASEMENTS FOR INGRESS AND EGRESS AND PARKING AS DESCRIBED IN THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND GRANT OF RECIPROCAL EASEMENTS FOR SPORTSTOWN ANAHEIM DATED AS OF MARCH 15, 2000, BY AND AMONG THE CITY OF ANAHEIM, A MUNICIPAL CORPORATION AND CHARTER CITY, GLACIER OF ANAHEIM, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, OGDEN ENTERTAINMENT, INC., A DELAWARE CORPORATION, AND STADIUM GATEWAY ASSOCIATES, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, RECORDED APRIL 10, 2000 AS INSTRUMENT NO. 20000183505 OF OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA.

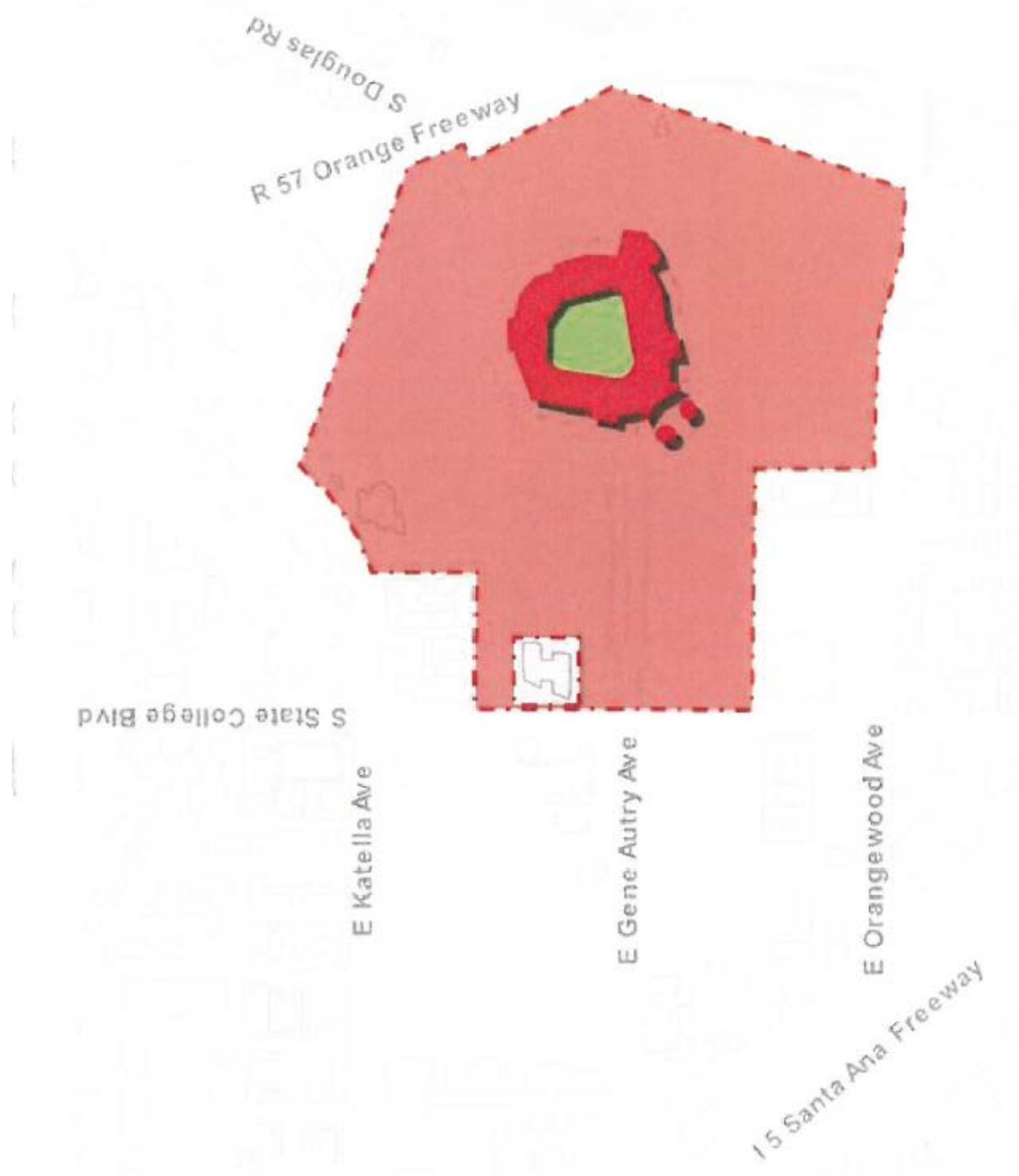
PARCEL C:

RIGHTS CONTAINED IN THAT CERTAIN PARKING AGREEMENT DATED AS OF APRIL 07, 2000, BY AND BETWEEN THE CITY OF ANAHEIM, A MUNICIPAL CORPORATION AND CHARTER CITY, AND STADIUM GATEWAY ASSOCIATES, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, RECORDED APRIL 10, 2000 AS INSTRUMENT NO. 20000183506 OF OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA.

PARCEL 3:

THAT PORTION OF LOT 3 OF TRACT NO. 71, AS PER MAP RECORDED IN BOOK 10, PAGE 22 OF MISCELLANEOUS MAPS, IN THE OFFICE OF SAID COUNTY RECORDER, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTH 667.79 FEET OF SAID LOT, NORTH 89°59'00" EAST 272.10 FEET FROM THE INTERSECTION OF SAID LINE WITH A LINE WHICH IS PARALLEL WITH AND EASTERLY 781.9 FEET, MEASURED AT RIGHT ANGLES FROM THE WEST LINE OF SAID LOT; THENCE SOUTH 89°59'00" WEST 139.13 FEET, ALONG SAID NORTH LINE TO A POINT ON THE SOUTHEASTERLY LINE OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY'S 30.00 FOOT WIDE RIGHT OF WAY AS DESCRIBED IN A DEED RECORDED JUNE 17, 1960 IN BOOK 5292, PAGE 508 OF OFFICIAL RECORDS, SAID SOUTHEASTERLY LINE BEING A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 374.26 FEET, A RADIAL TO SAID POINT BEARS SOUTH 16°17'15" EAST; THENCE NORTHEASTERLY 283.43 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 43° 23' 25" TO A POINT OF CUSP WITH A COMPOUND CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 3672.29 FEET; THENCE SOUTHWESTERLY 61.23 FEET ALONG SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 0°57'19"; THENCE SOUTH 3R1619" WEST 8.53 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 344.26 FEET; THENCE SOUTHERLY 119.12 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°49'13" TO THE POINT OF BEGINNING.





**EXHIBIT "A-2"**  
**OTHER LEASES**

**EXHIBIT "A-3"**

**CONTRACTS**

**EXHIBIT "B"**

INTENTIONALLY DELETED

**EXHIBIT "C"**

**FORM OF DEED**

RECORDING REQUESTED BY,  
WHEN RECORDED MAIL TO &  
MAIL TAX STATEMENTS TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APNs:

\_\_\_\_\_  
SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

**GRANT DEED**

THE UNDERSIGNED GRANTOR DECLARES THAT DOCUMENTARY TRANSFER TAX IS \$ \_\_\_\_\_; COUNTY TRANSFER TAX \$ \_\_\_\_\_; CITY TRANSFER TAX \$ \_\_\_\_\_.

computed on full value of property conveyed, or

computed on full value less value of liens or encumbrances remaining at time of sale.

unincorporated area  City of Anaheim, AND

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, City of Anaheim, a municipal corporation and charter city ("**Grantor**"), hereby GRANTS to \_\_\_\_\_, a \_\_\_\_\_ ("**Grantee**"), the real property located in the City of Anaheim, County of Orange, State of California more particularly described in Schedule "1" attached hereto and made a part hereof (the "**Land**"), together with all of Grantor's rights in and to any and all buildings and improvements thereon and appurtenances belonging thereto, subject to (i) the terms and conditions stated and rights retained by Seller set forth in those certain Easement Agreements, recorded substantially concurrently herewith, (ii) all other matters of record, (iii) all matters that would be reflected on an accurate survey of the Land as of the time of recordation of this deed, and (iv) Grantor's reservation of the utility easement as more particularly described below.

[Additional restrictions and reservations, if any, to be determined]

**[END OF TEXT; SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the undersigned hereby executes this instrument effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**GRANTOR:**

CITY OF ANAHEIM,  
a municipal corporation and charter city

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Attest:**

\_\_\_\_\_  
Theresa Bass, City Clerk

**Approved as to Form:**

\_\_\_\_\_  
Robert Fabela, City Attorney

Date of Execution: \_\_\_\_\_, 2019

**EXHIBIT ONLY – DO NOT SIGN**

INSERT SCHEDULE “1” (LEGAL DESCRIPTION OF LAND)

INSERT APPLICABLE ACKNOWLEDGEMENTS

**EXHIBIT "D"**

**FORM OF BILL OF SALE**

**QUITCLAIM BILL OF SALE**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, City of Anaheim, a municipal corporation and charter city ("**Seller**"), hereby quitclaims to \_\_\_\_\_, a \_\_\_\_\_ ("**Buyer**"), all of Seller's right, title and interest in the Personal Property (as defined in the Purchase Agreement (defined below)), if any.

This Quitclaim Bill of Sale ("**Quitclaim Bill of Sale**") is given pursuant to that certain Purchase and Sale Agreement dated as of \_\_\_\_\_, 201\_\_ (as amended, the "**Purchase Agreement**"), between Seller and Buyer or Buyer's predecessor-in-interest, providing for, among other things, the assignment of all of Seller's right, title and interest in the Personal Property, if any.

BUYER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITIONS OF THE PERSONAL PROPERTY, (B) THE SUITABILITY OF THE PERSONAL PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT, (C) THE COMPLIANCE OF OR BY THE PERSONAL PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (D) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PERSONAL PROPERTY, OR (E) ANY OTHER MATTER WITH RESPECT TO THE PERSONAL PROPERTY. BUYER FURTHER ACKNOWLEDGES, AGREES AND AFFIRMS THAT: (I) HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PERSONAL PROPERTY, BUYER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PERSONAL PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER, (II) THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PERSONAL PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION, AND (III) THAT THE SALE OF THE PERSONAL PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS, WITH ALL FAULTS" CONDITION AND BASIS. THIS QUITCLAIM BILL OF SALE IS SUBJECT TO THE LIMITATIONS SET FORTH IN THE PURCHASE AGREEMENT.

This Quitclaim Bill of Sale shall inure to the benefit of and shall be binding upon Seller, Buyer and their respective successors and assigns.

This Quitclaim Bill of Sale may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

**[END OF TEXT; SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the undersigned have executed this Quitclaim Bill of Sale as of the day of \_\_\_\_\_, 201\_\_.

**SELLER:**

CITY OF ANAHEIM,  
a municipal corporation and charter city

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Attest:**

\_\_\_\_\_  
Theresa Bass, City Clerk

**Approved as to Form:**

\_\_\_\_\_  
Robert Fabela, City Attorney

Date of Execution: \_\_\_\_\_, 2019

**BUYER:**

[SRB MANAGEMENT COMPANY, LLC],  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT ONLY – DO NOT SIGN**

**EXHIBIT “E”**

**FORM OF ASSIGNMENT OF LEASES AND CONTRACTS**

**ASSIGNMENT OF LEASES AND CONTRACTS**

**THIS ASSIGNMENT OF LEASES AND CONTRACTS** (this “**Assignment**”) is made as of \_\_\_\_\_, 202\_, by and between **CITY OF ANAHEIM**, a municipal corporation and charter city (“**Assignor**”), and **[SRB MANAGEMENT COMPANY, LLC]**, a Delaware limited liability company (“**Assignee**”), with reference to the following facts:

**RECITALS**

A. Assignor is the owner of approximately \_\_\_ acres of contiguous real property in Anaheim, California, upon which is located, among other improvements, an approximately 45,000 seat stadium located at 2000 East Gene Autry Way and currently referred to as “Angels Stadium of Anaheim”, an approximately 1,700 person capacity performance venue located at 2200 East Katella Boulevard and currently referred to as “City National Grove of Anaheim,” and surface parking lots (collectively, the “**Real Property**”);

B. The California Angels, LP (“**Angels Baseball**”), is a tenant of a portion of the Real Property pursuant to that certain Amended and Restated Lease Agreement, dated as of May 15, 1996, between Seller and Angels Baseball, as amended by that certain First Amendment to Amended and Restated Lease Agreement, dated as of September 4, 2013, and by that certain Second Amendment to Amended and Restated Lease Agreement, dated January 18, 2019 (collectively, the “**Angels Lease**”);

C. Assignor and Assignee have entered into a Purchase and Sale Agreement (the “**Purchase Agreement**”), dated as of December \_\_, 2019, whereby Assignor has agreed to sell, and Assignee has agreed to purchase, the Real Property and appurtenant or related rights, entitlements, leases, contracts and personal property (collectively, the “**Property**”);

D. Assignor desires to assign, transfer and convey to Assignee all of Assignor’s right, title and interest in and to the leases (including any guaranties thereof), rental agreements and occupancy agreements described in the attached Exhibit “A” (collectively, the “**Leases**”). The “**Leases**” excludes the Angels Lease, which is being assigned by Assignor to, and assumed by, Assignee pursuant to separate instrument dated on or about the date hereof between Assignor and Assignee; and

E. Assignor also desires to assign, transfer and convey to Assignee all of Assignor’s right, title and interest in and to the service contracts and other agreements listed on Exhibit “B” attached hereto (the “**Contracts**”).

**NOW, THEREFORE**, in consideration of the sale of the Property from Assignor to Assignee and the mutual covenants and conditions contained herein, Assignor and Assignee agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Leases and the Contracts, in each case to the extent remaining in effect subsequent to the Closing (as defined in the Purchase Agreement).



2. Assignee hereby accepts this Assignment and assumes and agrees to perform and discharge all of the duties, obligations and liabilities of Assignor under the Leases and Contracts arising from and after the Closing.

3. Pursuant to and as further set forth in the Purchase Agreement, Assignor's interests in the Leases and the Contracts are hereby accepted by Assignee "**AS IS, WHERE IS, WITH ALL FAULTS,**" without any warranties or representations other than as set forth in the Purchase Agreement.

4. [Assignor agrees to indemnify, defend and hold harmless Assignee from and against any and all liabilities, claims, demands, actions, causes of action, damages, losses, costs and expenses (including reasonable attorneys' fees and costs) relating to or arising from the Leases or the Contracts and accruing prior to the Closing.]

5. Assignee agrees to indemnify, defend and hold harmless Assignor from and against any and all liabilities, claims, demands, actions, causes of action, damages, losses, costs and expenses (including reasonable attorneys' fees and costs) relating to or arising from the Leases or the Contracts and accruing from and after the Closing.

5. If any party files an action to enforce or construe the provisions of this Assignment, the prevailing party shall be entitled to recover from the other party all of its costs, expenses and reasonable attorneys' fees, including on appeal, in any bankruptcy proceeding and in connection with the enforcement of any judgment. As used herein, the term "prevailing party" shall mean the party who recovers a greater relief in an action to enforce or construe the provisions of this Assignment, whether or not damages are actually awarded to such party.

6. The Purchase Agreement and all exhibits attached hereto are incorporated into this Assignment and are made a part hereof.

7. This Assignment shall be construed in accordance with and governed by the laws of the State of California.

8. The provisions of this Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

9. This Assignment may be executed in several counterparts, and by fax or "PDF", each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

*[SIGNATURES FOLLOW]*

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first set forth above.

**ASSIGNOR:**

**CITY OF ANAHEIM,**  
a municipal corporation and charter city

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Attest:**

\_\_\_\_\_  
Theresa Bass, City Clerk

**Approved as to Form:**

\_\_\_\_\_  
Robert Fabela, City Attorney

Date of Execution: \_\_\_\_\_, 202\_

**ASSIGNEE:**

**[SRB MANAGEMENT COMPANY, LLC],**  
a Delaware limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT "A"**  
**TO**  
**ASSIGNMENT OF LEASES AND CONTRACTS**  
**DESCRIPTION OF LEASES**

**EXHIBIT "B"**  
**TO**  
**ASSIGNMENT OF LEASES AND CONTRACTS**  
**DESCRIPTION OF CONTRACTS**

**EXHIBIT “F”**

**FORM OF GENERAL ASSIGNMENT**

**GENERAL ASSIGNMENT**

**THIS GENERAL ASSIGNMENT** (this “**Assignment**”) is made as of \_\_\_\_\_, 202\_, by and between **CITY OF ANAHEIM**, a municipal corporation and charter city (“**Assignor**”), and [**SRB MANAGEMENT COMPANY, LLC**], a Delaware limited liability company (“**Assignee**”).

The Assignor, as seller, and the Assignee, as buyer, have entered into a Purchase and Sale Agreement, dated as of December \_\_, 2019 (the “**Purchase Agreement**”), under the terms of which the Assignor has sold to the Assignee approximately \_\_\_ acres real property in Anaheim, California, upon which is located, among other improvements, an approximately 45,000 seat stadium located at 2000 East Gene Autry Way and currently referred to as “Angels Stadium of Anaheim”, an approximately 1,700 person capacity performance venue located at 2200 East Katella Boulevard and currently referred to as “City National Grove of Anaheim,” and surface parking lots (collectively, the “**Real Property**”), together with appurtenant or related rights, entitlements, leases, contracts and personal property (together with the Real Property, collectively, the “**Property**”).

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the Assignor grants, sells, conveys, transfers and assigns to the Assignee, to the extent assignable without consent or cost (other than any cost borne solely by Assignee), all of the Assignor’s right, title and interest, if any, in, to and under the following items (collectively referred to as the “**Assigned Property**”):

- (a) all warranties, guarantees, development rights, entitlements, governmental permits, licenses, certificates, other governmental approvals, deposits, refund rights and credits with governmental, quasi-governmental or utility agency, if any, that pertain solely to the Real Property; and
- (b) all applications, plans, drawings, designs and other materials relating to the existing or prospective development of the Real Property.

Pursuant to and as further set forth in the Purchase Agreement, Assignor’s interest in the Assigned Property is conveyed to, and accepted by, Assignee “**AS IS, WHERE IS, WITH ALL FAULTS,**” with no warranties or representations other than as set forth in the Purchase Agreement. The Purchase Agreement and each exhibit thereto is incorporated herein and by this reference made a part hereof.

Assignee assumes any and all obligations with respect to the Assigned Property arising from and after the date hereof.

[Assignor agrees to indemnify, defend and hold harmless Assignee from and against any and all liabilities, claims, demands, actions, causes of action, damages, losses, costs and expenses (including reasonable attorneys’ fees and costs) relating to or arising from the Assigned Property prior to the Closing (as defined in the Purchase Agreement).]

Assignee agrees to indemnify, defend and hold harmless Assignor from and against any and all liabilities, claims, demands, actions, causes of action, damages, losses, costs and expenses (including reasonable attorneys' fees and costs) relating to or arising from the Assigned Property from and after the Closing.

The provisions of this Assignment are binding upon, and inure to the benefit of, the successors and assigns of the Assignor and the Assignee, respectively.

If any party files an action to enforce or construe the provisions of this Assignment, the prevailing party shall be entitled to recover from the other party all of its costs, expenses and reasonable attorneys' fees, including on appeal, in any bankruptcy proceeding and in connection with the enforcement of any judgment. As used herein, the term "prevailing party" shall mean the party who recovers a greater relief in an action to enforce or construe the provisions of this Assignment, whether or not damages are actually awarded to such party.

This Assignment may be executed in any number of counterparts, and by fax or "PDF", each of which will be deemed an original, but all of which when taken together constitute one and the same instrument.

*[signature page follows]*

IN WITNESS WHEREOF, the Assignor and the Assignee have caused their duly authorized representatives to execute this Assignment as of the date first above written.

**ASSIGNOR:**

**CITY OF ANAHEIM,**  
a municipal corporation and charter city

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Attest:**

\_\_\_\_\_  
Theresa Bass, City Clerk

**Approved as to Form:**

\_\_\_\_\_  
Robert Fabela, City Attorney

Date of Execution: \_\_\_\_\_, 202\_

**ASSIGNEE:**

**[SRB MANAGEMENT COMPANY, LLC],**  
a Delaware limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT "G"**

**FORM OF MEMORANDUM**

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Loeb & Loeb LLP  
10100 Santa Monica Blvd.  
Suite 2200  
Los Angeles, CA 90067  
Attn: Allan Abshez, Esq.

---

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

**MEMORANDUM OF AGREEMENT**

THIS MEMORANDUM OF AGREEMENT (this "**Memorandum**") is made as of \_\_\_\_\_, 2020, by and between CITY OF ANAHEIM, a municipal corporation and charter city under the laws of the State of California ("**Seller**") and SRB MANAGEMENT COMPANY, LLC, a Delaware limited liability company ("**Buyer**") with respect to that certain Purchase and Sale Agreement dated as of December \_\_, 2019 by and between Seller and Buyer (the "**Purchase Agreement**").

Pursuant to the Purchase Agreement, Seller has agreed to sell and Buyer has agreed to purchase certain real property located in the City of Anaheim, State of California and more particularly described on Exhibit A attached here and incorporated herein (the "**Real Property**"), such agreement being subject to the conditions, requirements, covenants, and restrictions set forth in the Purchase Agreement.

This Memorandum is solely for recording purposes and shall not be construed to alter, modify, amend or supplement the Purchase Agreement, of which this is a memorandum.

This Memorandum may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



IN WITNESS WHEREOF, Seller and Buyer have executed this Memorandum as of the date first above written.

**SELLER:**

**CITY OF ANAHEIM,**  
a municipal corporation and charter city

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Attest:**

\_\_\_\_\_  
Theresa Bass, City Clerk

**Approved as to Form:**

\_\_\_\_\_  
Robert Fabela, City Attorney

Date of Execution: \_\_\_\_\_, 2020

**BUYER:**

**[SRB MANAGEMENT COMPANY, LLC],**  
a Delaware limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT A

### Legal Description of the Real Property

[Subject to Title Company confirmation]

#### PARCEL 1:

PARCELS 1, 2, 3, AND 4 OF [PARCEL MAP NO. 2006-262](#), IN THE CITY OF ANAHEIM AND THE CITY OF ORANGE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP FILED IN [BOOK 357, PAGES 25 THROUGH 34 INCLUSIVE OF PARCEL MAPS](#), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: [232-011-02](#); [232-011-06](#); [232-011-35](#); [232-011-36](#); [232-011-37](#); [232-011-38](#); [232-011-39](#); [232-011-40](#); [232-011-41](#); [232-011-42](#); [232-011-43](#); [232-011-44](#); [232-011-47](#); [232-011-48](#); [232-011-50](#)

#### PARCEL 2:

PARCEL A (APN: [232-011-49](#)):

BEING A PORTION OF LOT 4 OF [TRACT NO. 71](#), IN THE CITY OF ANAHEIM, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON THE MAP RECORDED IN [BOOK 10, PAGE 22 OF MISCELLANEOUS MAPS](#) IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF STATE COLLEGE BOULEVARD AND KATELLA AVENUE, AS SAID INTERSECTION IS SHOWN ON THE RECORD OF SURVEY FILED IN [BOOK 72, PAGE 18 OF RECORDS OF SURVEY](#), IN THE OFFICE OF SAID COUNTY RECORDER; THENCE ALONG THE CENTERLINE OF SAID STATE COLLEGE BOULEVARD SOUTH 00°44'29" WEST 766.96 FEET; THENCE LEAVING SAID CENTERLINE SOUTH 89°15'31" EAST 84.00 FEET TO A LINE BEING PARALLEL WITH AND 84.00 FEET EASTERLY OF SAID CENTERLINE OF STATE COLLEGE BOULEVARD, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING ALONG SAID LINE SOUTH 89°15'31" EAST 304.00 FEET; THENCE LEAVING SAID LINE SOUTH 00°44'29" WEST 103.00 FEET; THENCE NORTH 89°15'31" WEST 50.00 FEET; THENCE SOUTH 00°44'29" WEST 148.0 FEET; THENCE NORTH 89°15'31" WEST 254.00 FEET TO SAID PARALLEL LINE; THENCE ALONG SAID PARALLEL LINE NORTH 00°44'29" EAST 251.00 FEET TO THE TRUE POINT OF BEGINNING.

SAID LAND IS ALSO SHOWN AS THAT CERTAIN PARCEL DESIGNATED AS "N.A.P." ON [PARCEL MAP NO. 2006-262](#) FILED IN [BOOK 357, PAGES 25 THROUGH 34 INCLUSIVE OF PARCEL MAPS](#), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM ALL OIL, GAS, HYDROCARBON SUBSTANCES AND MINERALS OF EVERY KIND AND CHARACTER LYING MORE THAN 500 FEET BELOW THE SURFACE, TOGETHER WITH THE RIGHT TO DRILL INTO, THROUGH, AND TO USE AND OCCUPY ALL PARTS OF THE PROPERTY LYING MORE THAN 500 FEET BELOW THE SURFACE THEREOF FOR ANY AND ALL PURPOSES INCIDENTAL TO THE EXPLORATION FOR AND PRODUCING OF OIL, GAS, HYDROCARBON SUBSTANCES OR MINERALS FROM SUCH SITE OR OTHER

LANDS, BUT WITHOUT, HOWEVER, ANY RIGHT TO USE EITHER THE SURFACE OF THE PROPERTY OR ANY PORTION THEREOF WITHIN 500 FEET OF THE SURFACE FOR ANY PURPOSE OR PURPOSES WHATSOEVER, AS RESERVED BY THE CITY OF ANAHEIM, A MUNICIPAL CORPORATION AND CHARTER CITY, BY THAT CERTAIN GRANT DEED DATED AS OF APRIL 07, 2000, BY THE CITY OF ANAHEIM, AS GRANTOR, TO STADIUM GATEWAY ASSOCIATES, L.L.C, A DELAWARE LIMITED LIABILITY COMPANY, AS GRANTEE, RECORDED APRIL 10, 2000 AS [INSTRUMENT NO. 2000183504 OF OFFICIAL RECORDS](#) OF ORANGE COUNTY, CALIFORNIA.

PARCEL B:

EASEMENTS FOR INGRESS AND EGRESS AND PARKING AS DESCRIBED IN THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND GRANT OF RECIPROCAL EASEMENTS FOR SPORTSTOWN ANAHEIM DATED AS OF MARCH 15, 2000, BY AND AMONG THE CITY OF ANAHEIM, A MUNICIPAL CORPORATION AND CHARTER CITY, GLACIER OF ANAHEIM, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, OGDEN ENTERTAINMENT, INC., A DELAWARE CORPORATION, AND STADIUM GATEWAY ASSOCIATES, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, RECORDED APRIL 10, 2000 AS INSTRUMENT NO. 20000183505 OF OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA.

PARCEL C:

RIGHTS CONTAINED IN THAT CERTAIN PARKING AGREEMENT DATED AS OF APRIL 07, 2000, BY AND BETWEEN THE CITY OF ANAHEIM, A MUNICIPAL CORPORATION AND CHARTER CITY, AND STADIUM GATEWAY ASSOCIATES, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, RECORDED APRIL 10, 2000 AS INSTRUMENT NO. 20000183506 OF OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA.

PARCEL 3:

THAT PORTION OF LOT 3 OF TRACT NO. 71, AS PER MAP RECORDED IN BOOK 10, PAGE 22 OF MISCELLANEOUS MAPS, IN THE OFFICE OF SAID COUNTY RECORDER, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTH 667.79 FEET OF SAID LOT, NORTH 89°59'00" EAST 272.10 FEET FROM THE INTERSECTION OF SAID LINE WITH A LINE WHICH IS PARALLEL WITH AND EASTERLY 781.9 FEET, MEASURED AT RIGHT ANGLES FROM THE WEST LINE OF SAID LOT; THENCE SOUTH 89°59'00" WEST 139.13 FEET, ALONG SAID NORTH LINE TO A POINT ON THE SOUTHEASTERLY LINE OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY'S 30.00 FOOT WIDE RIGHT OF WAY AS DESCRIBED IN A DEED RECORDED JUNE 17, 1960 IN BOOK 5292, PAGE 508 OF OFFICIAL RECORDS, SAID SOUTHEASTERLY LINE BEING A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 374.26 FEET, A RADIAL TO SAID POINT BEARS SOUTH 16°17'15" EAST; THENCE NORTHEASTERLY 283.43 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 43° 23' 25" TO A POINT OF CUSP WITH A COMPOUND CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 3672.29 FEET; THENCE SOUTHWESTERLY 61.23 FEET ALONG SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 0°57'19"; THENCE SOUTH 3R1619" WEST 8.53 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 344.26 FEET;

THENCE SOUTHERLY 119.12 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°49'13" TO THE POINT OF BEGINNING.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 202\_\_, before me, \_\_\_\_\_, a notary public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

(Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 202\_\_, before me, \_\_\_\_\_, a notary public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

(Seal)