

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: Rob Fabela, City Attorney

And to:

City Clerk
200 South Anaheim Boulevard
Second Floor
Anaheim, California 92805
Attention: Linda Andal, City Clerk

And to:

Freeman, Freeman & Smiley, LLP
1888 Century Park E, Suite 1900
Los Angeles, California 90067
Attention: Damon M. Juha, Esq.

Buyer: TS Anaheim, LLC, a California limited liability company

Notice Address:

TS Anaheim, LLC
1500 S. Douglass Road, Suite 100
Anaheim, California 92806
Attention: Tim Ryan

Copy to:

Allen Matkins Leck Gamble Mallory & Natsis LLP
1900 Main Street, Fifth Floor
Irvine, California 92614
Attention: Gary S. McKitterick, Esq./Sandra A. Jacobson, Esq.

And to:

H & S Ventures, LLC
2101 East Coast Hwy, Third Floor
Corona del Mar, California 92625
Attention: Michael Schulman

And to:

Bernard E. Schneider, Esq.
Schneider Law, PC
2101 East Coast Hwy, Suite 230
Corona del Mar, California 92625

Escrow Holder: First American Title Insurance Company

Title Company: First American Title Insurance Company

Notice Address:

First American Title Insurance Company
18500 Von Karman Ave., Suite 600
Newport Beach, California 92612
Attention: Patty Beverly

Notice Address:

First American Title Insurance Company
18500 Von Karman Ave., Suite 600
Irvine, California 92612
Attention: Devon Boyles

Purchase Price: \$10,100,000.00

Deposit: \$303,000.00

Inspection Deadline: 5:00 p.m. Pacific Time on the date that is thirty (30) days after the Effective Date (as defined below).

Closing Date: No later than January 31, 2019, or such earlier or later date as mutually agreed upon by Buyer and Seller in writing.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “**Agreement**”), dated for reference as of November ___, 2018, 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 the approximately 19,000 seat arena located at 2695 East Katella Avenue, Anaheim, California and currently referred to as “The Honda Center” (the “**Arena**”), as well as certain real property immediately surrounding and in the vicinity of the Arena, certain parcels of which Buyer wishes to purchase from Seller pursuant to, and to the extent provided by, the terms herein.

B. An affiliate of Buyer is, and has been, the operator of the Arena, and has extensive knowledge regarding the Property (as defined below).

C. Prior to the Effective Date or concurrently herewith, Seller, on the one hand, and an affiliate of Buyer, on the other hand, have entered into that certain (i) Amended and Restated Third Amendment to Facility Management Agreement (the “**FMA Amendment**”; together with the Facility Management Agreement dated for reference purposes as of December 16, 2003, that certain First Amendment to Facility Management Agreement dated as of June 20, 2006, and that certain Second Amendment to Facility Management Agreement dated as of July 19, 2009, each by and between Seller and Buyer’s Affiliate, the “**FMA**”), and (ii) Facility Management Agreement covering the Anaheim Regional Transportation Intermodal Center (the “**ARTIC Management Agreement**”).

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

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 “**Douglass Parcel**”) and the land depicted in Exhibit “A-2” attached hereto (“**Parcel 1**”, and together with the Douglass Parcel, the “**Land**”), (b) the rights appurtenant to the Land, except as otherwise expressly contemplated herein (the “**Appurtenances**”), (c) the building(s) and other permanent improvements and structures located upon the Land, if any (the “**Improvements**”; together with the Land and the Appurtenances, the “**Real Property**”), and (d) any and all tangible personal property, if any, used in connection with, and on the Closing (as defined below) left on, the Real Property (the “**Personal Property**”). Notwithstanding the foregoing, the Property shall specifically exclude, and Seller expressly reserves any and all rights expressly reserved to Seller as provided herein or

in the Easement Agreements (the “**Easement Agreements**”) with respect to the Property, each to be recorded concurrently with the Deed.

2.2 Easement Agreements. The Easement Agreements shall, collectively, reserve to the Seller certain rights and provide for certain easements in perpetuity, which shall include the following (all as more particularly set forth in the Easement Agreements):

(a) as to the Douglass Parcel, easements for pedestrian and vehicular parking, ingress and egress; and

(b) as to Parcel 1, (i) easements for pedestrian and vehicular parking, ingress and egress, (ii) easements for the use of the loading dock for the Arena and ancillary equipment located within the area immediately surrounding the loading dock and related access, and (iii) easements appurtenant to the Arena for the benefit of Seller for utilities and for certain equipment necessary to operate and maintain the Arena, and any access related thereto.

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 below) with Escrow Holder and Buyer shall deliver to Escrow Holder, by wire transfer of immediately available federal funds or by bank or cashier's check drawn on a national bank, the Deposit. The Deposit, together with all interest earned thereon while being held by Escrow Holder, shall collectively be referred to herein as the “**Escrow Deposit**”. Unless Buyer terminates this Agreement prior to the expiration of the Inspection Deadline as provided herein, the Escrow Deposit shall be immediately non-refundable to Buyer, except as expressly stated herein to the contrary, including without limitation, upon the occurrence of the Inspection Deadline. 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 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.

3.2 Closing Payment. The Purchase Price, as adjusted by the application of the Escrow Deposit and by the prorations and credits specified herein, shall be paid by wire transfer of immediately available federal funds through the Escrow as of the Closing (the amount to be paid under this Section being herein called the “**Closing Payment**”).

3.3 Allocation of Purchase Price. The Purchase Price shall be allocated between the Douglass Parcel and Parcel 1 in accordance with Exhibit “B” attached hereto. Buyer and Seller acknowledge and agree that the Purchase Price and the allocation set forth on Exhibit “B” attached hereto are based upon the appraised values of the Douglass Parcel and Parcel 1, respectively, from qualified appraisers.

4. Contingencies and Conditions Precedent to Closing. The obligation of Buyer to acquire, and Seller to sell, the Property as contemplated by this Agreement is subject to satisfaction of each of the following contingencies and conditions precedent (which may be waived in writing by the party in whose favor such condition exists) on or before the applicable date specified for satisfaction of the applicable condition. Subject to the terms and conditions set forth below, if any of such conditions 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, Seller and Buyer shall be released from further obligation or liability hereunder (except for those obligations and liabilities which expressly survive such termination), and the Escrow Deposit (minus Escrow Holder's and the Title Company's cancellation fees) shall be returned to Buyer. 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.

4.1 LILO Transaction Termination. As a condition precedent for Seller's benefit, the lease-in/lease-out transaction (also known as the "LILO" transaction) for the Arena described in the certain Head Lease Agreement between Seller and State Street Bank and Trust Company of California, National Association and that certain Sublease Agreement between State Street and Seller, each dated as of January 6, 1999, and related documents, as thereafter amended, shall have been terminated on terms and conditions acceptable to Seller in its sole and absolute discretion. Seller agrees to negotiate in good faith the terms and provisions of such termination agreement during the term of this Agreement and shall keep Buyer apprised of the status of same.

4.2 Termination of the Consent Agreement. As a condition precedent for Seller's benefit, that certain Consent, Traffic and Parking and Non-Disturbance and Attornment Agreement (the "**Consent Agreement**") dated as of February 26, 1993, entered into by and among Seller, Ogden Facility Management Corporation of Anaheim and Disney Sports Enterprises, Inc., and recorded as Document No. 93-0216348 on April 1, 1993 in the Official Records of Orange County, California (the "**Official Records**"), as assigned, shall have been terminated on terms and conditions acceptable to Seller in its sole and absolute discretion. Seller agrees to seek the signatures required for this agreement in good faith (other than the signature of the Anaheim Ducks Hockey Club, LLC, which Buyer shall obtain).

4.3 Separate Legal Parcel. As a condition precedent to Seller's obligation to sell, and Buyer's obligation to buy, the Property, each of the Douglass Parcel and Parcel 1 shall be a legal parcel in accordance with the California Subdivision Map Act. Seller agrees to use good faith efforts to process the documentation to establish the parcels as separate legal parcels and that the costs thereof shall be paid by Seller (excluding the cost of the surveyors used to prepare the legal descriptions and any filing or recording fees, which shall be paid by Buyer).

4.4 City Council Approval. As a condition precedent for Seller's benefit, any and all approvals required by the City of Anaheim, including, without limitation, the Anaheim City Council approval shall have been obtained for the consummation of the transactions contemplated herein, including the various other agreements referenced herein, including, but not limited to, the FMA Amendment, the ARTIC Management Agreement, the Easement Agreements, and the terminations of the Consent Agreement.

4.5 No Other Defaults. As a condition precedent for Seller's benefit, Buyer and/or any entity affiliated with Buyer shall not be in breach or default under the FMA or the ARTIC Management Agreement.

4.6 Performance by Seller. 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.

4.7 Performance by Buyer. 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.

4.8 Title and Survey Review. Buyer has received a copy of the preliminary title report dated February 8, 2018 issued by the Title Company covering the Real Property under order number NCS-885946-SA1 (together with copies of all documents referenced therein, 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 assessments not yet due and payable (prorated as provided herein) or any matters which are Buyer's obligations under Sections 4.1 through 4.3 above (or elsewhere in this Agreement). 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 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) cancel 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 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 Policies (as defined 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 Policies and failure to deliver a Termination Notice by the Title Notice Date 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 Policies and the availability of any endorsements.

4.9 Title Policies. It shall be a condition precedent for Buyer's benefit 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 Policies in the 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 4.8 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). In the

event this condition precedent is not satisfied on or at Closing, then Buyer may cancel 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, and thereafter neither party shall have any further rights or liabilities hereunder, except for those provisions which expressly survive the termination of this Agreement.

4.10 Environmental Review. Buyer shall have until the Inspection Deadline to obtain a phase I environmental report for the Real Property, to determine whether there are any Hazardous Materials (as defined below) in condition or amount that would require remediation under applicable laws that would impose an impediment to any proposed future development and to determine whether or not the environmental condition of the Property is satisfactory to Buyer, in its sole and absolute discretion. If on or before the Inspection Deadline, Buyer determines that it is not satisfied with the environmental condition of the Property, then Buyer shall promptly (but in all events prior to the Inspection Deadline) deliver a Termination Notice to Seller and Escrow Holder. If Buyer fails to deliver a Termination Notice prior to the Inspection Deadline, Buyer shall be deemed to have agreed that all environmental matters and conditions are acceptable to Buyer and Buyer intends to proceed with the acquisition of the Property (and that Buyer shall have no further right to terminate this Agreement pursuant to this Section).

4.11 No General Due Diligence Contingency; Entry. Buyer acknowledges and agrees that (a) Buyer is a sophisticated real estate investor and operator and is intimately familiar with the Property, and (b) prior to the Effective Date, Buyer has performed certain of Buyer's due diligence examinations, reviews and inspections of all matters pertaining to the purchase of the Property, including, without limitation, all soils and engineering reports and studies, all agreements and contracts, sewer and water conditions, utilities service information, zoning information, access information, financial information, assessments and fees, development conditions and approvals, operating expenses and legal, physical and compliance matters and conditions respecting the Property, and Buyer hereby acknowledges that except for title, survey and environmental matters that are subject to Buyer's approval as set forth in Sections 4.8 and 4.10 above, it is satisfied with all of the foregoing matters pertaining to the Property. Accordingly, except for the matters that are subject to Buyer's approval as set forth in Sections 4.8 and 4.10 above, Buyer agrees that all due diligence matters are hereby waived by execution of this Agreement and that except for the matters set forth in Sections 4.8 and 4.10 above, Buyer shall have no right to terminate this Agreement as a result of any due diligence examinations, review or inspections of the Property heretofore or hereafter conducted by Buyer or any information heretofore or hereafter received by Buyer pertaining to the Property.. In connection with Buyer's entry onto the Property pursuant to Sections 4.8 and 4.10 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 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 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, to the extent that same is not already in the possession of Seller, Buyer shall provide Seller with copies of certificates of insurance 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, 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 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 or 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 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.

5. Closing Procedure. The closing of the purchase and sale of the Property as contemplated by this Agreement (the "**Closing**") shall be effected through an escrow (the "**Escrow**") on or prior to the Closing Date. 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, 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, (b) four (4) duly executed originals of the quitclaim bill of sale (the "**Bill of Sale**") in the form of Exhibit "D" attached hereto, (c) one (1) duly executed and notarized original of the Easement Agreements in the forms of Exhibits "E-1", "E-2" and "E-3" attached hereto, (d) four (4) duly executed and notarized originals of the Consent Agreement termination, (e) 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, (f) one (1) closing statement ("**Closing Statement**") executed or initialed by Seller reflecting the Purchase Price and the adjustments and prorations required hereunder, (g) 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, (h) one (1) duly executed and notarized memorandum of agreement ("**Memo**") in the form attached hereto as Exhibit "F", and (i) such additional documents as may be reasonably required by the Title Company or Buyer 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, Buyer shall deliver to Escrow Holder the following: (a) the Closing Payment 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) four (4) duly

executed originals of the Bill of Sale in the form of Exhibit "D" attached hereto, (c) one (1) duly executed and notarized original of each of the Easement Agreements in the forms of Exhibit "E-1", "E-2" and "E-3" attached hereto, (d) four (4) duly executed and notarized originals of the Consent Agreement termination, (e) one (1) Closing Statement executed or initialed by Buyer, (f) 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, (g) one (1) duly executed and notarized Memo and (h) such additional documents as may be reasonably required by the Title Company or Seller 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 amount 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 Consent Agreement termination, Deed, and Easement Agreements, in that order 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 each of the Douglass Parcel and Parcel 1, in the face amount of their respective Purchase Price allocations, which policies shall show title to the Real Property to be vested in Buyer (the "**Title Policies**"), 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, and (f) deliver three (3) originals to Seller and one (1) original to Buyer and Seller of the Bill of Sale and conformed electronic copies to Seller and Buyer of the recorded Consent Agreement termination, Deed, the Memo and the Easement Agreements.

5.4 Closing Costs. Seller shall pay (a) the cost of the premium for the standard CLTA coverage Title Policies, and (b) one-half (1/2) of Escrow Holder's fees (except in the event of 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 Policies to the extent such cost exceeds the cost of standard CLTA owner's policies of title insurance, including extended coverage and policy endorsements, (ii) one-half (1/2) of Escrow Holder's fees (except in the event of a default by Seller, in which case Seller shall be solely responsible for all Escrow charges), (iii) the cost to record the Consent Agreement termination, Deed, the Memo, and the Easement Agreements, (iv) any and all transfer taxes due or owing in connection with the conveyance of the Property from Seller to Buyer, and (v) 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.

5.5 Expenses. 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 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 contract estimates that the costs to restore or repair such casualty (the "**Repair Estimate**") is likely to exceed \$200,000.00, 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 any Escrow Holder or Title Company cancellation charges) shall be refunded to Buyer and neither party shall have any further rights or obligations hereunder except for those that expressly survive termination.

6.2 Condemnation. If after the Effective Date, but prior to the Closing, more than twenty-five percent (25%) of either the Douglass Parcel or Parcel 1 is taken pursuant to eminent domain proceedings not initiated by Seller, Buyer shall have the right to terminate this Agreement with respect to the parcel so affected, by giving written notice thereof to Seller within ten (10) business days after receiving notice of such condemnation. If Buyer fails to give written notice of termination to the Seller within said ten (10) business day period, or if the portion of a parcel so taken is twenty-five percent (25%) or less of such parcel, 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 Land taken. 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 portion of the Escrow Deposit which is allocable on a pro rata basis to the Property removed from the transaction contemplated hereby (minus any Escrow or Title Company's cancellation charges) shall be returned to Buyer 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 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.

7.1 Representations and Warranties of Seller. Subject to obtaining Anaheim City Council approval, Seller hereby represents and warrants to Buyer as of the Effective Date and as of the Closing Date that 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, 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.

Notwithstanding any contrary provision of this Agreement, if during the pendency of this Agreement prior to Closing, Seller discloses any matters which make any of Seller's representations and warranties untrue in any material respect or in the event that Buyer otherwise becomes aware during the pendency of this Agreement prior to Closing of any matters which make any of Seller's representations or warranties untrue in any material respect, 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 (in which event the Escrow Deposit, minus Escrow Holder's and the Title Company's cancellation fees, shall be returned to Buyer), 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). Seller's representations and warranties contained in this Section 7.1 shall not survive the Closing and shall merge with the recordation of the Deed. 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, Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller as of the Effective Date and the Closing Date that:

7.2.1 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.

7.2.2 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 or Seller may, without limitation of its other remedies permitted hereunder, terminate this Agreement and be entitled to so much of the Escrow Deposit necessary to reimburse Seller for any and all costs incurred by Seller in connection with this Agreement, which amount Escrow Holder shall release to Seller upon demand therefor without the need for further instructions.

7.2.3 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.

7.2.4 Property Manager and Parking Operator. Prior to the Closing Date, Buyer or an entity affiliated with Buyer is and has been managing the Property (or portions thereof) and operating it as a parking area.

7.2.5 Value Protection; Property Rights. Following the Closing Date, Buyer agrees and covenants with Seller that (a) Buyer shall submit its development plans for the Property to Seller within eighteen (18) months following the Closing Date, (b) within twelve (12) months following receipt of approval of its development plans from Seller, Buyer shall submit its related entitlement plans for the Property to Seller, (c) Buyer shall not sell, convey, exchange or transfer the Property or any part thereof to a party other than to an Affiliate (as defined below) until the earlier of (i) five (5) years following the Closing (provided that the submittals described in clauses (a) and (b) preceding were timely made), or (ii) the date the Property is fully entitled pursuant to a development plan approved by Seller, and (d) to the extent that the Property has not been developed substantially in accordance with the development plans approved by Seller, then following the termination or expiration of the FMA, Seller shall have the right to purchase the Property for its then fair market value, as determined by appraisal prepared by an MAI (or successor organization) appraiser mutually selected by Seller and Buyer. If Buyer and Seller cannot mutually approve an MAI appraiser, then each of Buyer and Seller shall select an MAI appraiser, who, in turn, shall select an unrelated, neutral third party MAI appraiser to determine the fair market value of the Property. Pursuant to Section 7.2.7 below, this provision shall survive the Close of Escrow and the terms of this provision shall be incorporated by reference in a recorded document and run with the land.

7.2.6 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.

7.2.7 Survival. The covenants in Sections 7.2.5 and 7.2.6 of this Agreement shall survive the Close of Escrow 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 7.2. shall not survive the Close of Escrow and shall be merged with the recordation of the Deed.

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 as a transfer station by the County of Orange, 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 AND AS OF THE CLOSING 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 (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 WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

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 (and provided that all conditions precedent to Seller's obligations have been satisfied), Buyer's sole and exclusive remedy shall be to either (a) terminate this Agreement and obtain the return of the Escrow Deposit, or (b) bring an action for specific performance, provided that such action is commenced within sixty (60) days after Seller's alleged default and as a condition precedent to any such action, and Buyer must comply with all requirements at law for purposes of bringing an action for specific performance. Buyer waives its right to bring any action for damages against Seller. 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 (and provided that all conditions precedent to Buyer's obligations have been satisfied or waived), Seller's sole and exclusive remedy shall be to either (a) terminate this Agreement and commence an action for actual damages, provided that Buyer's liability in connection with such action shall not exceed the amount of the Escrow Deposit (and provided further that such limitation shall not apply to any indemnification claims or to the extent of any fraud by Buyer), or (b) bring an action for specific performance, provided that such action is commenced within sixty (60) days after the later of (i) the scheduled Closing Date, or (ii) Buyer's alleged default.

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, an amount equal to the Escrow Deposit, 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 or any document or other memorandum related to the subject matter of this Agreement be recorded without the prior written consent of Seller and 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 Successors and Assigns; Affiliate(s). Buyer may not assign or transfer its rights or obligations under this Agreement either directly or indirectly (whether by outright transfer, transfer of ownership interests or otherwise) without the prior written consent of Seller (which may be given or withheld in its sole and absolute discretion); provided, however, Seller shall not be required to consent to any assignment by Buyer of its interest in this Agreement on or before the Closing to an entity which is an Affiliate so long as Buyer gives Seller at least ten (10) business days’ advance written notice thereof and Buyer and the assignee execute and deliver a commercially reasonable assignment and assumption agreement to Seller. 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 or obligations hereunder shall be construed as a consent to any other transfer or assignment of Buyer’s rights or 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. As used herein “**Affiliate(s)**” means any entity controlling,

controlled by or under common control with H & S Ventures, LLC, a California limited liability company, and/or which is managed by H & S Ventures, LLC, a California limited liability company. 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.

14.5 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.

14.6 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.

14.7 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.

14.8 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.

14.9 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 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, 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 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.

14.10 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:

Linda N. Andal, City Clerk

Approved as to Form:

Robert Fabela, City Attorney

Date of Execution: _____, 2018

BUYER:

TS ANAHEIM, LLC,
a California limited liability company

By: H & S Ventures, LLC,
a California limited liability company
Its Manager

By: _____
Name: Michael Schulman
Its: Manager
Date of Execution: _____, 2018

JOINDER

The undersigned joins in the execution of this Agreement to guarantee the obligations of Buyer. Seller is relying upon the undersigned's agreement to be bound by, to comply with and to cause Buyer to comply with the obligations of Buyer under the Agreement, which guarantee shall survive any termination of the Agreement and the Closing.

ANAHEIM ARENA MANAGEMENT, LLC,
a California limited liability company

By: _____

Name: _____

Its: _____

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:

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____

Name: _____

Its: _____

EXHIBIT LIST

Exhibit "A-1"	-	Legal Description of Douglass Parcel
Exhibit "A-2"	-	Depiction of Parcel 1
Exhibit "B"	-	Allocation of Purchase Price
Exhibit "C"	-	Form of Deed
Exhibit "D"	-	Form of Bill of Sale
Exhibit "E-1"	-	Form of Loading Dock Easement Agreement
Exhibit "E-2"	-	Form of Parking and Access Easement Agreement
Exhibit "E-3"	-	Form of Equipment Easement Agreement
Exhibit "F"	-	Form of Memorandum of Agreement

EXHIBIT "A-1"

LEGAL DESCRIPTION OF DOUGLASS PARCEL

REAL PROPERTY IN THE CITY OF ANAHEIM, COUNTY OF ORANGE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 4 OF THE TRAVIS TRACT, IN THE CITY OF ANAHEIM, AS SHOWN ON A MAP RECORDED IN [BOOK 5, PAGE 120](#), MISCELLANEOUS RECORDS, OF LOS ANGELES COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER LINE OF DOUGLAS ROAD, 40.00 FEET WIDE, DISTANT ALONG SAID CENTER LINE NORTH 0° 33' 45" EAST 85.00 FEET FROM THE INTERSECTION OF SAID CENTER LINE WITH THE CENTER LINE OF KATELLA AVENUE, FORMERLY STRUCK AVENUE, AS DESCRIBED IN DEED TO ORANGE COUNTY RECORDED IN [BOOK 611, PAGE 11](#) OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY, AND SAID DOUGLAS ROAD, AS DESCRIBED IN DEED IN [BOOK 682, PAGE 109](#) OF DEEDS, RECORDS OF SAID ORANGE COUNTY, THENCE, NORTH 89° 26' 15" WEST 40.00 FEET; THENCE, SOUTH 51° 07' 19" WEST, 38.32 FEET TO A LINE PARALLEL WITH AND DISTANT NORTHERLY

60.00 FEET, MEASURED AT RIGHT ANGLES, FROM SAID CENTER LINE OF KATELLA AVENUE; THENCE ALONG SAID PARALLEL LINE, NORTH 88° 53' 52" WEST, 445.00 FEET; THENCE, NORTH 35° 18' 47" WEST, 75.80 FEET; THENCE, NORTH 01° 29' 28" EAST, 479.87 FEET; THENCE, NORTH 14° 15' 43" EAST 101.79 FEET; THENCE, SOUTH 88° 53' 52" EAST, PARALLEL WITH SAID CENTER LINE OF KATELLA AVENUE, 527.13 FEET TO SAID CENTER LINE OF DOUGLAS ROAD; THENCE, SOUTH 0° 33' 45" WEST, ALONG SAID CENTER LINE OF DOUGLAS ROAD, 615.00 FEET TO THE POINT OF BEGINNING.

EXCEPT THOSE PORTIONS OF SAID LAND AS GRANTED TO THE COUNTY OF ORANGE, BY DEED RECORDED IN [BOOK 9773, PAGE 428](#), OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF KATELLA AVENUE, FORMERLY STRUCK AVENUE, AS DESCRIBED IN DEED TO ORANGE COUNTY, RECORDED IN [BOOK 611, PAGE 11](#) OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY, WITH THE CENTER LINE OF DOUGLAS ROAD, AS DESCRIBED IN DEED TO SAID ORANGE COUNTY, RECORDED IN [BOOK 682, PAGE 109](#), OF DEEDS, IN SAID LAST MENTIONED OFFICE; THENCE ALONG SAID CENTER LINE OF DOUGLAS ROAD, NORTH 0° 33' 45" EAST 85.00 FEET; THENCE NORTH 89° 26' 15" WEST, 40.00 FEET; THENCE SOUTH 51° 07' 19" WEST, 38.32 FEET TO A LINE PARALLEL WITH AND DISTANT NORTHERLY 60.00 FEET, MEASURED AT RIGHT ANGLES, FROM SAID CENTER LINE OF KATELLA AVENUE; THENCE ALONG SAID PARALLEL WITHIN 88° 53' 52" WEST, 255.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 88° 53' 52" WEST, 190.00 FEET; THENCE NORTH 35° 18' 47" WEST, 25.80 FEET; THENCE SOUTH 83° 07' 23" EAST, 206.37 FEET TO SAID TRUE POINT OF BEGINNING.

AND EXCEPT:

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF KATELLA AVENUE, FORMERLY STRUCK AVENUE, AS DESCRIBED IN DEED TO ORANGE COUNTY, RECORDED IN [BOOK 611, PAGE 11](#) OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER

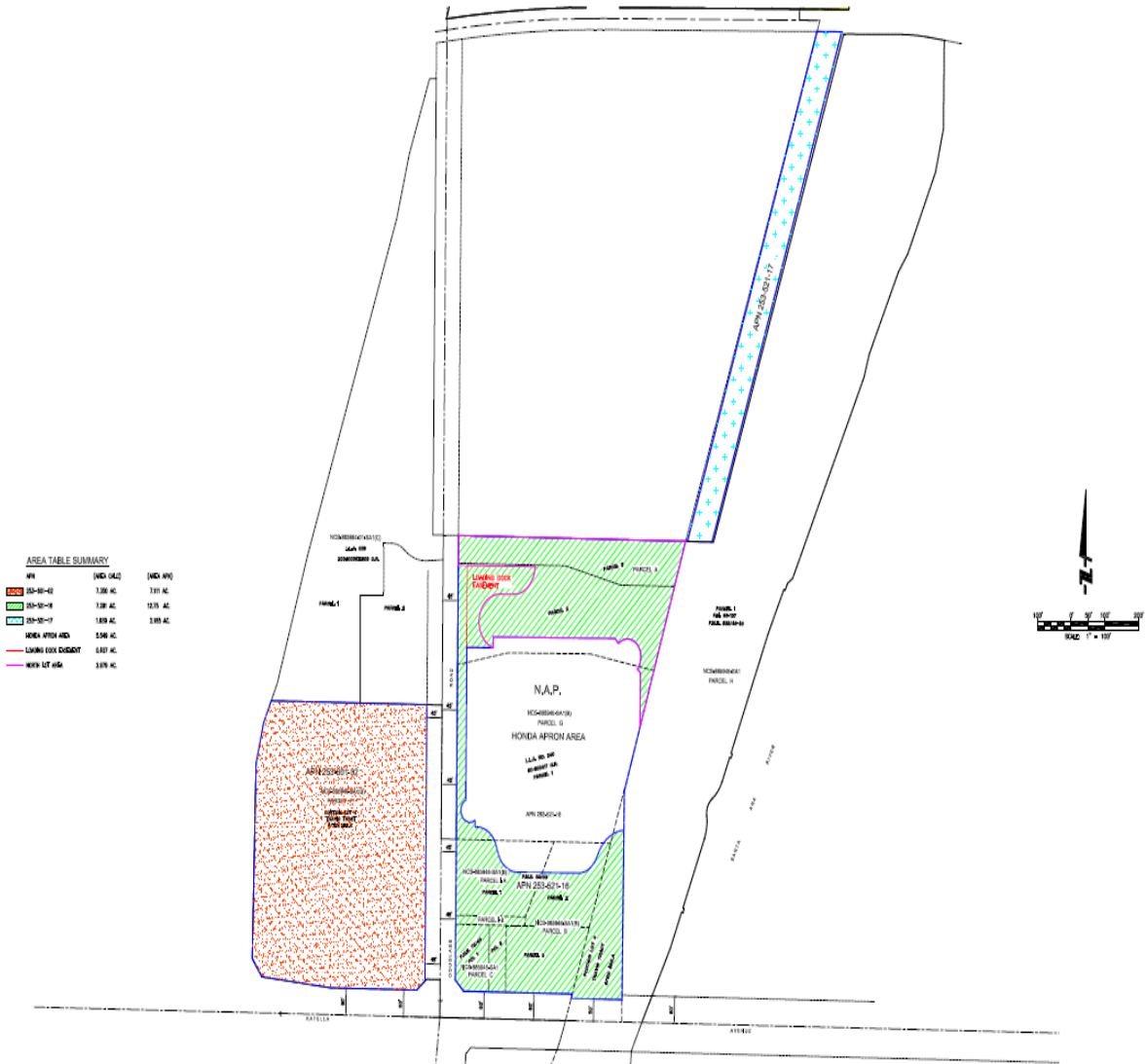
OF SAID ORANGE COUNTY, WITH THE CENTER LINE OF DOUGLAS ROAD AS DESCRIBED IN DEED TO SAID ORANGE COUNTY RECORDED IN [BOOK 682, PAGE 109](#) OF DEEDS, IN SAID LAST MENTIONED OFFICE; THENCE ALONG SAID CENTER LINE OF DOUGLAS ROAD, NORTH 0° 33' 45" EAST, 85.00 FEET; THENCE NORTH 89° 26' 15" WEST, 40.00 FEET; THENCE SOUTH 51° 07' 19" WEST, 38.32 FEET TO A LINE PARALLEL WITH AND DISTANT NORTHERLY 60.00 FEET; MEASURED AT RIGHT ANGLES, FROM SAID CENTER LINE OF KATELLA AVENUE; THENCE ALONG SAID PARALLEL LINE, NORTH 88° 53' 52" WEST, 445.00 FEET; THENCE NORTH 35° 18' 47" WEST, 75.80 FEET; THENCE NORTH 01° 29' 28" EAST, 438.31 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 01° 29' 28" EAST, 41.56 FEET; THENCE NORTH 14° 15' 43" EAST, 101.79 FEET; THENCE SOUTH 88° 53' 52" EAST, PARALLEL WITH SAID CENTER LINE OF KATELLA AVENUE, 18.92 FEET; THENCE SOUTH 24° 45' 19" WEST, 53.51 FEET; THENCE SOUTH 13° 57' 06" WEST, 94.02 FEET TO SAID TRUE POINT OF BEGINNING

APN: 253-601-02

EXHIBIT "A-2"

DEPICTION OF PARCEL 1

The areas marked in green and blue shown below:



APNs: 253-521-16 and 253-521-17

EXHIBIT “B”

ALLOCATION OF PURCHASE PRICE

Douglass Parcel	\$2,150,000.00
Parcel 1	\$7,950,000.00

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.

Grantor hereby reserves, for itself and its successors and assigns, as and for an appurtenance to that certain real property situated adjacent to the Land, more particularly described on Schedule "2" attached hereto and incorporated herein by this reference ("**Grantor Parcel**"), and any part thereof, a perpetual easement for utility and telecommunication purposes to construct, reconstruct, install, replace, reconfigure, operate, maintain, repair, relocate, remove, inspect, observe and study Grantor's facilities, equipment, and related appurtenances in, on, over, under, upon, above, along and across that certain portion of the Land described in Schedule "3" attached hereto and incorporated by reference herein ("**Utility Easement Area**"), together with all rights of ingress and egress thereto, including the right to enter onto the Utility Easement Area with such vehicles, machinery and equipment as may be necessary or convenient to the construction, reconstruction, installation, replacement, reconfiguration, operation, maintenance, repair, relocation, removal, inspection, observation, and study of the facilities, equipment, and appurtenances. Upon request, Grantee shall have the right to request that Grantor confirm the portions within the Utility Easement Area that do not then have utilities located therein.

Except as otherwise provided herein, Grantor has the right to prevent any activity on or use of the Utility Easement Area that (a) is inconsistent with the purposes of the easement reserved herein, (b) interferes with or is harmful to Grantor's rights herein, or (c) interferes with or is harmful to Grantor's facilities. Grantee agrees not to use or allow the use of the Utility Easement Area in such a way as to impede, harm or interfere with (1) the Grantor's rights stated herein, or (2) Grantor's facilities within the Utility Easement Area.

[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:

Linda N. Andal, 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 SCHEDULE “2” (LEGAL DESCRIPTION OF GRANTOR PARCEL – HONDA CENTER)

INSERT SCHEDULE “3” (LEGAL DESCRIPTION OF UTILITY EASEMENT AREA – PARCEL 1
LOT)

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:

Linda N. Andal, City Clerk

Approved as to Form:

Robert Fabela, City Attorney

Date of Execution: _____, 201__

BUYER:

TS ANAHEIM, LLC,
a California limited liability company

By: H & S Ventures, LLC,
a California limited liability company
Its Manager

By: _____
Name: Michael Schulman
Its: Manager
Date of Execution: _____, 2018

EXHIBIT ONLY – DO NOT SIGN

EXHIBIT "E-1"

FORM OF LOADING DOCK EASEMENT AGREEMENT

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Anaheim City Clerk
200 South Anaheim Boulevard
Second Floor
Anaheim, California 92805
Attention: Linda Andal, City Clerk

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

APN: _____

LOADING DOCK EASEMENT AGREEMENT

This LOADING DOCK EASEMENT AGREEMENT ("**Agreement**") is entered into as of _____, 2019 by and between TS ANAHEIM, LLC, a California limited liability company ("**Grantor**"), and CITY OF ANAHEIM, a municipal corporation and charter city under the laws of the State of California ("**Grantee**").

RECITALS

A. Grantor is the owner of that certain real property described in **Exhibit "A"** attached hereto (the "**Burdened Property**").

B. Grantee is the owner of that certain real property located immediately adjacent to the Burdened Property as described in **Exhibit "B"** attached hereto (the "**Benefited Property**"). The Benefited Property has been developed as a sports/concert venue (the "**Venue**") as depicted on **Exhibit "C"** attached hereto. The Venue and the portions of the Burdened Property which are used for parking and access to the Venue (the "**Parking/Access Areas**") are currently operated under the direction of a manager (collectively with any future manager or tenant, as the case may be, the "**Manager**") pursuant to a facility management agreement between Grantee and Manager, as the same may be modified or replaced from time to time (collectively with any future lease of the Venue in lieu of a management agreement, the "**Venue Agreement**").

C. Grantor desires to grant to Grantee, and Grantee desires to accept from Grantor, certain easements and rights in a portion of the Burdened Property as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

1. Grant of Easement. Grantor hereby grants to Grantee and Grantee's successors and assigns of the Benefited Property, a perpetual, irrevocable, non-exclusive easement (the "**Easement**") upon, over, under and across the portion of the Burdened Property that is more particularly described on

Exhibit “D” (“Easement Area”) for the installation, operation, maintenance, repair and/or replacement of a loading dock and associated Venue equipment within the Easement Area, together with reasonable access thereto across the Parking/Access Areas. Grantor hereby represents and warrants to Grantee that Grantor has good and indefeasible fee simple title to the Easement Area, free and clear of all encumbrances that may adversely affect Grantee’s rights hereunder.

2. Character of Easement. The Easement shall be appurtenant to each of the Benefited Property and the Burdened Property and shall therefore be binding upon and run with the Burdened Property and the Benefited Property.

3. Relocation. Grantor may allow the relocation of the Loading Dock and associated Venue equipment located in the Easement Area in accordance with the provisions of the Venue Agreement, if applicable, or otherwise with the consent of Grantee.

4. Other Easements. The Easement shall not invalidate or affect, and shall remain subject to, any easements previously recorded in the Official Records of Orange County, California (“**Official Records**”). The Easement granted herein shall not preclude Grantor from granting any future easements on, in, over, under or beneath the Burdened Property from time to time, as determined by Grantor in its sole discretion, regardless of whether such additional easements will be located on, under or beneath any portion of the Easement Area; provided, however, that same shall not materially interfere with Grantee’s use or enjoyment of the Easement.

5. Insurance. Without limitation of the obligations of Manager under the Venue Agreement, including the obligation to provide insurance coverage as described therein, the owner of the Burdened Parcel shall maintain in full force and effect liability insurance against claims for personal injury, bodily injury, death and property damage occurring in and about the Easement Area with a “**Combined Single Limit**” (covering personal injury liability, bodily injury liability, and property damage liability) of not less than Five Million Dollars (\$5,000,000.00) in Constant Dollars for total claims for any one occurrence and not less than Ten Million Dollars (\$10,000,000.00) in Constant Dollars for total claims in the aggregate during any policy year, which insurance shall name Grantee as a named insured. An adjustment in the limits and deductible amount of such insurance shall occur on January 1 of the sixth (6th) calendar year following the date of this Agreement, and thereafter at five (5)-year intervals. As used herein, “**Constant Dollars**” shall mean the present value of the dollars to which such phrase refers, adjusted according to the percentage change in the Consumer Price Index, U.S. City Average for All Items-All Urban Consumers (base year 1982 - 84 = 100), published by the United States Department of Labor, Bureau of Labor Statistics, or any successor index thereto. If the Venue Agreement with Anaheim Arena Management, LLC is no longer in effect, then Grantee shall also be obligated to maintain the same insurance coverages as required by the owner of the Burdened Parcel as provided above, provided that Grantee may delegate such obligation to the then Manager under a Venue Agreement.

6. Condemnation. If the Easement Area or any portion thereof shall be taken by right of eminent domain or similar authority of law, the Grantor and Grantee shall cooperate in good faith and use their commercially reasonable efforts to restore the use or benefit of the Easement to Grantee.

7. Notices. Any notice or invoice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given upon deposit in the United States Mail as certified mail, return receipt requested, postage prepaid or deposit with a nationally recognized overnight delivery service, and addressed to the party being notified at the address given below (or such other address which any party may designate for itself from time to time hereafter by written notice to the other party):

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

And to: City of Anaheim
200 South Anaheim Boulevard, Suite 356
Anaheim, California 92805
Attention: Rob Fabela, City Attorney

And to: City Clerk
200 South Anaheim Boulevard
Second Floor
Anaheim, California 92805
Attention: Linda Andal, City Clerk

Copy to: Freeman, Freeman & Smiley, LLP
1888 Century Park E, Suite 1900
Los Angeles, California 90067
Attention: Damon M. Juha, Esq.

Grantor: TS Anaheim, LLC
1500 S. Douglass Road, Suite 100
Anaheim, California 92806
Attention: Tim Ryan

And to: H & S Ventures, LLC
2101 East Coast Hwy, Third Floor
Corona del Mar, California 92625
Attention: Michael Schulman

And to: Bernard E. Schneider, Esq.
Schneider Law, PC
2101 East Coast Hwy, Suite 230
Corona del Mar, California 92625

And to: Allen Matkins Leck Gamble Mallory & Natsis LLP
1900 Main Street, Fifth Floor
Irvine, California 92614
Attention: Sandra A. Jacobson, Esq.

Immediately upon becoming an owner of the Burdened Property or the Benefited Property or any portion of either, such owner shall notify all other owners of the Burdened Property and the Benefited Property of its contact information for notices.

8. Entire Agreement. This Agreement constitutes the entire agreement between Grantor and Grantee relating to the Easement. Any prior agreements, promises, negotiations, or representations pertaining to the matters set forth herein but not expressly set forth in this Agreement are of no force and effect. **Any** amendment to this Agreement shall be of no force and effect unless it is in writing and signed by the owners of the Benefited Property and the Burdened Property and recorded in the Official Records.

9. Binding Effect. This Agreement shall be binding on and shall inure to the benefit of each successor-in-interest to Grantor or Grantee.

10. No Partnership, Joint Venture or Principal-Agent Relationship. Neither anything in this Agreement nor any acts of Grantor or Grantee shall be deemed by Grantor, Grantee or by any third party to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between any of the parties hereto.

11. Mortgagee Protection. A breach of any of the conditions contained in this Agreement shall not defeat or render invalid the lien of any deed of trust or mortgage made in good faith and for value on the Benefited Property or the Burdened Property, nor shall any lien created hereby operate to effect or impair the lien of such deed of trust or mortgage; provided, however, that this Agreement shall be binding upon and effective against any owner of either Property acquired by foreclosure, trustee's sale, deed-in-lieu of foreclosure or otherwise.

12. Severability. If any provision of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement (or the application of such provision to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each provision of this Agreement, unless specifically conditioned upon such invalid or unenforceable provision, shall be valid and enforceable to the fullest extent permitted by law, 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.

13. Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. All litigation regarding this Agreement shall be in the Orange County Superior Court or the federal district court for the Central District of California. This Agreement shall be interpreted in accordance with the fair meaning of the provisions hereof, and not strictly for or against either party.

14. Default Shall Not Permit Termination of Agreement. No default under this Agreement shall entitle any party to cancel or otherwise rescind this Agreement, provided, however, that this limitation shall not affect any other rights or remedies that the parties may have by reason of any default under this Agreement, including without limitation, the taking of any remedial action as may be necessary to enforce compliance with this Agreement or the seeking of injunctive relief.

15. Further Assurances; No Waiver. Grantor and Grantee agree from time to time to execute and deliver such further documents and instruments, and to take such further actions, as shall be reasonably necessary or appropriate to carry out the intent and purposes of this Agreement. No right or remedy under this Agreement shall be waived unless such waiver is in writing and signed by the party claimed to have made such waiver.

16. 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.

[Signatures appear on following page.]

GRANTOR:

TS ANAHEIM, LLC,
a California limited liability company

By: H&S Ventures, LLC,
a California limited liability company
Its: Manager

By: _____
Michael Schulman
Its: Manager

GRANTEE:

CITY OF ANAHEIM,
a municipal corporation and charter city

By: _____
Name: _____
Title: _____

Attest:

Linda N. Andal, City Clerk

Approved as to Form:

Robert Fabela, City Attorney

Date of Execution: _____, 2019

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Loading Dock Easement Agreement dated _____, 2019 from TS ANAHEIM, LLC, a California limited liability company, Grantor, to the CITY OF ANAHEIM, a municipal corporation and charter city, Grantee, is hereby accepted by the undersigned officer or agent on behalf of the City Council of the City of Anaheim pursuant to authority conferred by the City Council of the City of Anaheim by action taken on _____, 2019, and Grantee consents to recordation thereof.

CITY OF ANAHEIM, a municipal corporation
and charter city

Dated: _____, 2019

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

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 California)
County of _____)

On _____, before me, _____,
(insert name of notary)

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.

Signature _____

(Seal)

ACKNOWLEDGMENT

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 California)
County of _____)

On _____, before me, _____,
(insert name of notary)

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.

Signature _____

(Seal)

CONSENT AND SUBORDINATION

The undersigned, _____, being the beneficiary under that certain _____ dated _____, and recorded on _____ in the Official Records of Orange County, California as Instrument No. _____ (the **“Deed of Trust”**) hereby unconditionally subordinates its Deed of Trust to the foregoing Loading Dock Easement Agreement, and agrees that the Loading Dock Easement Agreement shall unconditionally be and remain at all times a lien or charge prior and superior to the Deed of Trust and any related agreements.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed as of the _____ day of _____, 20__.

_____,
a _____

By: _____
Print Name: _____
Print Title: _____

ACKNOWLEDGMENT

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 California)
County of _____)

On _____, before me, _____,
(insert name of notary)

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.

Signature _____

(Seal)

Exhibit “A”
Burdened Property
[Attach]

Exhibit “B”
Benefited Property
[Attach]

(Depiction)



Exhibit “D”

Easement Area

[Attach]

EXHIBIT "E-2"

FORM OF PARKING AND ACCESS EASEMENT AGREEMENT

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Anaheim City Clerk
200 South Anaheim Boulevard
Second Floor
Anaheim, California 92805
Attention: Linda Andal, City Clerk

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

APN: _____

PARKING AND ACCESS EASEMENT AGREEMENT

This PARKING AND ACCESS EASEMENT AGREEMENT ("**Agreement**") is entered into as of _____, 2019 by and between TS ANAHEIM, LLC, a California limited liability company ("**Grantor**"), and CITY OF ANAHEIM, a municipal corporation and charter city under the laws of the State of California ("**Grantee**").

RECITALS

A. Grantor is the owner of that certain real property described in **Exhibit "A"** attached hereto (the "**Burdened Property**").

B. Grantee is the owner of that certain real property located immediately adjacent to the Burdened Property as described in **Exhibit "B"** attached hereto (the "**Benefited Property**"). The Benefited Property has been developed as a sports/concert venue (the "**Venue**") as depicted on **Exhibit "C"** attached hereto. The Venue and the Easement Areas (defined below) are currently operated under the direction of a manager (collectively with any future manager or tenant, as the case may be, the "**Manager**") pursuant to a facility management agreement between Grantee and Manager, as the same may be modified or replaced from time to time (collectively with any future lease of the Venue in lieu of a management agreement, the "**Venue Agreement**").

C. Grantor desires to grant to Grantee, and Grantee desires to accept from Grantor, certain easements and rights in a portion of the Burdened Property as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

1. Grant of Easement. Grantor hereby grants to Grantee, for the use and enjoyment by Grantee and Grantee's lessees, sublessees, licensees, employees, agents, invitees, guests, successors and assigns of the Benefited Property, a perpetual, irrevocable, non-exclusive easement (the "**Easement**") upon, over, under and across the portions of the Burdened Property that now exists or is developed from time to time as accessways, sidewalks, drive aisles and other similar ways of ingress and egress and parking areas (collectively, the "**Easement Area**"), for (a) pedestrian and vehicular ingress, egress and

access purposes between the Venue and (i) each of the public streets located adjacent to the Burdened Property and (ii) each parcel adjacent to the Burdened Property which is used for parking for the Venue from time to time, and (b) for parking upon such parking areas that are established from time to time. Grantor hereby represents and warrants to Grantee that Grantor has good and indefeasible fee simple title to the Easement Area, free and clear of all encumbrances that may adversely affect Grantee's rights hereunder. Grantor shall not do or allow anything that prohibits or discourages the free and uninterrupted flow of pedestrian or vehicular traffic or parking rights, subject to temporarily restricting same in connection with any initial construction or maintenance thereafter, subject to the terms and conditions below.

2. Character of Easement. The Easement shall be appurtenant to each of the Benefited Property and the Burdened Property and shall therefore be binding upon and run with the Burdened Property and the Benefited Property.

3. Relocation of Easement; Effect of Venue Agreement. Relocation, modification or any other change of any portion of the Easement Area or any other diminution in Grantee's rights herein shall be made in accordance with the terms and provisions of the Venue Agreement, and any such relocation shall be coordinated with the Manager such that it causes no material interference or impairment of the use and operation of the Venue or the ingress and egress to the Venue and parking as provided in Paragraph 1 above; provided, the access ways and drive aisles contained within the Easement Area shall not be relocated in a manner which decreases the lanes available for ingress and egress from public streets to the Venue and parking areas for the Venue, or causes any material increase in loading time from the public streets to the Easement Area. Under the Venue Agreement between Anaheim Arena Management, LLC and Grantee dated December 16, 2003, as previously amended and as further amended substantially concurrently with this Easement (as the same may be further amended, the "**AAM Venue Agreement**"), the Easement Area may be relocated with the consent of Grantee within certain designated areas, and this Easement shall continue in effect on all portions of the Easement Area on which parking and/or access has not been so relocated.

4. Easement Area Maintenance. Grantee shall cause the repair, replacement and maintenance of the Easement Area to be made in compliance with all applicable laws and in good condition and repair (it being agreed that the standards for same set forth in the Venue Agreement shall be deemed acceptable), and may delegate the obligation to repair, replace and maintain to the Manager from time to time. Such maintenance, repair and replacement of the Easement Area shall be as provided in the Venue Agreement and may include, without limitation: (a) paving, slurring and patching any paved areas and/or concrete areas so as to keep such areas in a safe condition, (b) maintaining the paved surfaces of the Easement Area in a smooth, level and evenly covered condition; (c) removing all paper, trash, rubbish, dirt and other debris from the Easement Area, and (d) repairing, replacing, and restoring any damage of any kind whatsoever to any portion of the Easement Area, whether caused by fire, earthquake, flood or other casualty (whether or not insured). Grantor and Grantee acknowledge that as of the date hereof, all such obligations have been delegated to Manager under the Venue Agreement.

5. Taxes. If the AAM Venue Agreement is no longer in effect, then Grantee, at Grantee's sole cost and expense, shall be responsible for the payment of all real property taxes and assessments that are assessed against the Burdened Property (or portion thereof) subject to this Easement, if any; provided, Grantee shall not be responsible for any possessory interest taxes assessed against any party managing or operating the Easement Area. In such event, if such real property taxes and assessments are not paid directly to the tax assessor by Grantee, Grantee shall reimburse all such amounts to Grantor within thirty (30) days of demand (which demand shall include a copy of the tax bill(s) for the Burdened Property).

6. Other Easements. The Easement shall not invalidate or affect, and shall remain subject to, any easements previously recorded in the Official Records of Orange County, California (“**Official Records**”). The Easement granted herein shall not preclude Grantor from granting any future easements on, in, over, under or beneath the Burdened Property from time to time, as determined by Grantor in its sole discretion, regardless of whether such additional easements will be located on, under or beneath any portion of the Easement Area; provided, however, that same shall not materially interfere with Grantee’s use or enjoyment of the Easement.

7. Insurance. Without limitation of the obligations of Manager under the Venue Agreement, including the obligation to provide insurance coverage as described therein, the owner of the Burdened Parcel shall cause the Manager to maintain in full force and effect liability insurance against claims for personal injury, bodily injury, death and property damage occurring in and about the Easement Area with a “**Combined Single Limit**” (covering personal injury liability, bodily injury liability, and property damage liability) of not less than Five Million Dollars (\$5,000,000.00) in Constant Dollars for total claims for any one occurrence and not less than Ten Million Dollars (\$10,000,000.00) in Constant Dollars for total claims in the aggregate during any policy year, which insurance shall name Grantee as a named insured. An adjustment in the limits and deductible amount of such insurance shall occur on January 1 of the sixth (6th) calendar year following the date of this Agreement, and thereafter at five (5)-year intervals. As used herein, “**Constant Dollars**” shall mean the present value of the dollars to which such phrase refers, adjusted according to the percentage change in the Consumer Price Index, U.S. City Average for All Items-All Urban Consumers (base year 1982 - 84 = 100), published by the United States Department of Labor, Bureau of Labor Statistics, or any successor index thereto. If the AAM Venue Agreement is no longer in effect, then Grantee shall also be obligated to maintain the same insurance coverages as required by the owner of the Burdened Parcel as provided above, provided that Grantee may delegate such obligation to the then Manager under a Venue Agreement.

8. Condemnation. If the Easement Area or any portion thereof shall be taken by right of eminent domain or similar authority of law, the Grantor and Grantee shall cooperate in good faith and use their commercially reasonable efforts to restore the use or benefit of the Easement to Grantee.

9. Notices. Any notice or invoice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given upon deposit in the United States Mail as certified mail, return receipt requested, postage prepaid or deposit with a nationally recognized overnight delivery service, and addressed to the party being notified at the address given below (or such other address which any party may designate for itself from time to time hereafter by written notice to the other party):

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

And to: City of Anaheim
200 South Anaheim Boulevard, Suite 356
Anaheim, California 92805
Attention: Rob Fabela, City Attorney

And to: City Clerk
200 South Anaheim Boulevard
Second Floor
Anaheim, California 92805
Attention: Linda Andal, City Clerk

Copy to: Freeman, Freeman & Smiley, LLP
1888 Century Park E, Suite 1900
Los Angeles, California 90067
Attention: Damon M. Juha, Esq.

Grantor: TS Anaheim, LLC
1500 S. Douglass Road, Suite 100
Anaheim, California 92806
Attention: Tim Ryan

And to: H & S Ventures, LLC
2101 East Coast Hwy, Third Floor
Corona del Mar, California 92625
Attention: Michael Schulman

And to: Bernard E. Schneider, Esq.
Schneider Law, PC
2101 East Coast Hwy, Suite 230
Corona del Mar, California 92625

And to: Allen Matkins Leck Gamble Mallory & Natsis LLP
1900 Main Street, Fifth Floor
Irvine, California 92614
Attention: Sandra A. Jacobson, Esq.

Immediately upon becoming an owner of the Burdened Property or the Benefited Property or any portion of either, such owner shall notify all other owners of the Burdened Property and the Benefited Property of its contact information for notices.

10. Entire Agreement. This Agreement constitutes the entire agreement between Grantor and Grantee relating to the Easement. Any prior agreements, promises, negotiations, or representations pertaining to the matters set forth herein but not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by the owners of the Benefited Property and the Burdened Property and recorded in the Official Records.

11. Binding Effect. This Agreement shall be binding on and shall inure to the benefit of each successor-in-interest to Grantor or Grantee.

12. No Partnership, Joint Venture or Principal-Agent Relationship. Neither anything in this Agreement nor any acts of Grantor or Grantee shall be deemed by Grantor, Grantee or by any third party to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between any of the parties hereto.

13. Mortgagee Protection. A breach of any of the conditions contained in this Agreement shall not defeat or render invalid the lien of any deed of trust or mortgage made in good faith and for

value on the Benefited Property or the Burdened Property, nor shall any lien created hereby operate to effect or impair the lien of such deed of trust or mortgage; provided, however, that this Agreement shall be binding upon and effective against any owner of either Property acquired by foreclosure, trustee's sale, deed-in-lieu of foreclosure or otherwise.

14. Severability. If any provision of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement (or the application of such provision to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each provision of this Agreement, unless specifically conditioned upon such invalid or unenforceable provision, shall be valid and enforceable to the fullest extent permitted by law, 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.

15. Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. All litigation regarding this Agreement shall be in the Orange County Superior Court or the federal district court for the Central District of California. This Agreement shall be interpreted in accordance with the fair meaning of the provisions hereof, and not strictly for or against either party.

16. Default Shall Not Permit Termination of Agreement. No default under this Agreement shall entitle any party to cancel or otherwise rescind this Agreement, provided, however, that this limitation shall not affect any other rights or remedies that the parties may have by reason of any default under this Agreement, including without limitation, the taking of any remedial action as may be necessary to enforce compliance with this or the seeking of injunctive relief.

17. Further Assurances. Grantor and Grantee agree from time to time to execute and deliver such further documents and instruments, and to take such further actions, as shall be reasonably necessary or appropriate to carry out the intent and purposes of this Agreement. No right or remedy under this Agreement shall be waived unless such waiver is in writing and signed by the party claimed to have made such waiver.

18. 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.

[Signatures appear on following page.]

GRANTOR:

TS ANAHEIM, LLC,
a California limited liability company

By: H&S Ventures, LLC,
a California limited liability company
Its: Manager

By: _____
Michael Schulman
Its: Manager

GRANTEE:

CITY OF ANAHEIM,
a municipal corporation and charter city

By: _____
Name: _____
Title: _____

Attest:

Linda N. Andal, City Clerk

Approved as to Form:

Robert Fabela, City Attorney

Date of Execution: _____, 2019

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Parking and Access Easement Agreement dated _____, 2019 from TS ANAHEIM, LLC, a California limited liability company, Grantor, to the CITY OF ANAHEIM, a municipal corporation and charter city, Grantee, is hereby accepted by the undersigned officer or agent on behalf of the City Council of the City of Anaheim pursuant to authority conferred by the City Council of the City of Anaheim by action taken on _____, 2019, and Grantee consents to recordation thereof.

CITY OF ANAHEIM, a municipal corporation
and charter city

Dated: _____, 2019

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

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 California)
County of _____)

On _____, before me, _____,
(insert name of notary)

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.

Signature _____

(Seal)

ACKNOWLEDGMENT

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 California)
County of _____)

On _____, before me, _____,
(insert name of notary)

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.

Signature _____

(Seal)

CONSENT AND SUBORDINATION

The undersigned, _____, being the beneficiary under that certain _____ dated _____, and recorded on _____ in the Official Records of Orange County, California as Instrument No. _____ (the **“Deed of Trust”**) hereby unconditionally subordinates its Deed of Trust to the foregoing Parking and Access Easement Agreement, and agrees that the Parking and Access Easement Agreement shall unconditionally be and remain at all times a lien or charge prior and superior to the Deed of Trust and any related agreements.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed as of the _____ day of _____, 20__.

_____,
a _____

By: _____
Print Name: _____
Print Title: _____

[INCLUDE ONLY IF THERE IS A LENDER]

ACKNOWLEDGMENT

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 California)
County of _____)

On _____, before me, _____,
(insert name of notary)

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.

Signature _____

(Seal)

Exhibit "A"

Burdened Property

[Attach]

Exhibit “B”
Benefited Property
[Attach]

(Depiction)

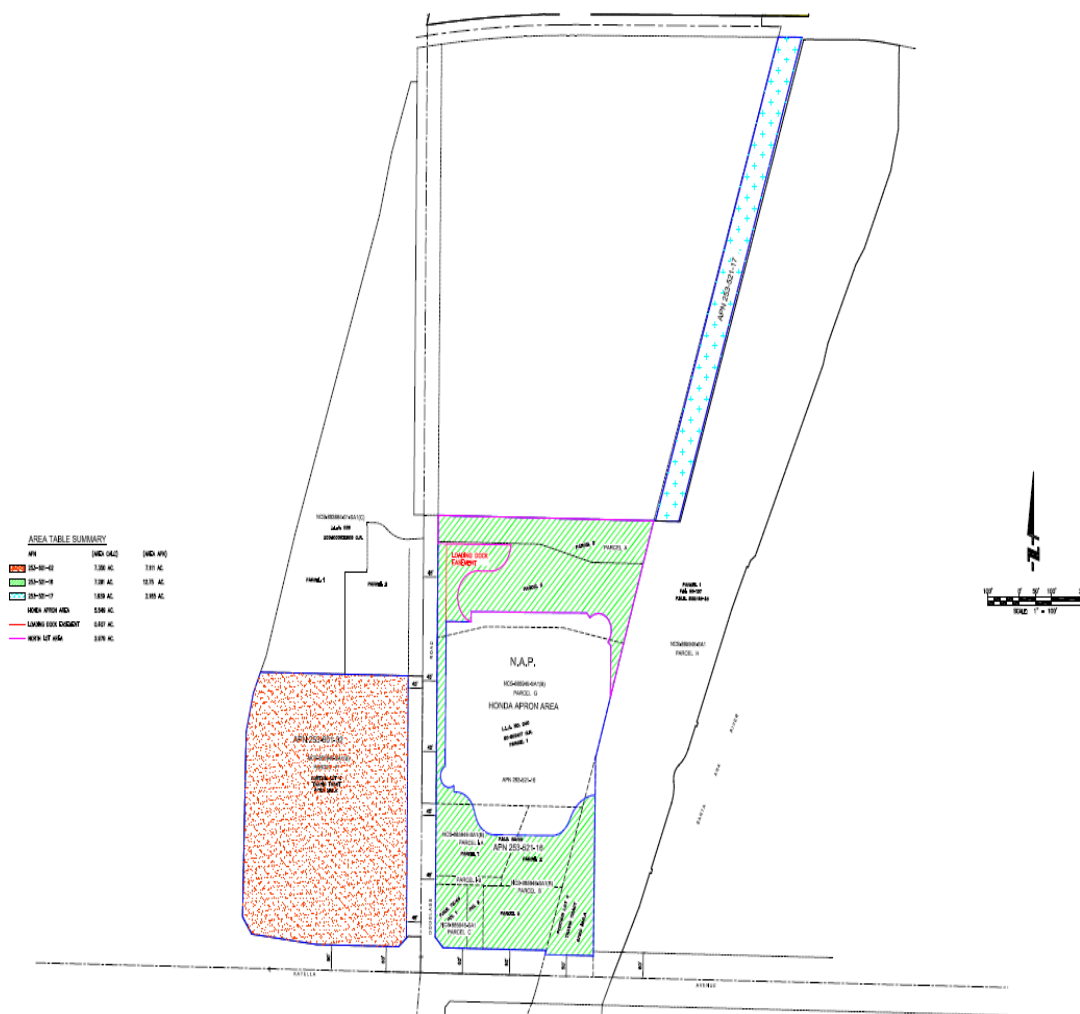


EXHIBIT "E-3"

FORM OF EQUIPMENT EASEMENT AGREEMENT

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Anaheim City Clerk
200 South Anaheim Boulevard
Second Floor
Anaheim, California 92805
Attention: Linda Andal, City Clerk

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

APN: _____

EQUIPMENT EASEMENT AGREEMENT

This EQUIPMENT EASEMENT AGREEMENT ("**Agreement**") is entered into as of _____, 2019 by and between TS ANAHEIM, LLC, a California limited liability company ("**Grantor**"), and CITY OF ANAHEIM, a municipal corporation and charter city under the laws of the State of California ("**Grantee**").

RECITALS

A. Grantor is the owner of that certain real property described in **Exhibit "A"** attached hereto (the "**Burdened Property**").

B. Grantee is the owner of that certain real property located immediately adjacent to the Burdened Property as described in **Exhibit "B"** attached hereto (the "**Benefited Property**"). The Benefited Property has been developed as a sports/concert venue (the "**Venue**") as depicted on **Exhibit "C"** attached hereto. The Venue and the portions of the Burdened Property which are used for parking and access to the Venue (the "**Parking/Access Areas**") are currently operated under the direction of a manager (collectively with any future manager or tenant, as the case may be, the "**Manager**") pursuant to a facility management agreement between Grantee and Manager, as the same may be modified or replaced from time to time (collectively with any future lease of the Venue in lieu of a management agreement, the "**Venue Agreement**").

C. Grantor desires to grant to Grantee, and Grantee desires to accept from Grantor, certain easements and rights in a portion of the Burdened Property as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

1. Grant of Easement. Grantor hereby grants to Grantee and Grantee's successors and assigns of the Benefited Property, a perpetual, irrevocable, non-exclusive easement (the "**Easement**") upon, over, under and across all portions of the Burdened Property ("**Easement Area**") upon which

certain equipment and infrastructure that is necessary, convenient or beneficial to the operation of the Venue on the Benefited Property (collectively, the “**Equipment**”) is from time to time located as provided in, and in accordance with, the Venue Agreement, together with reasonable access to such Equipment over the Parking/Access Areas to operate, maintain, repair and/or replace same; provided that Grantee may not unreasonably interfere with the use of the Burdened Property. Grantor hereby represents and warrants to Grantee that Grantor has good and indefeasible fee simple title to the Easement Area, free and clear of all encumbrances that may adversely affect Grantee’s rights hereunder.

2. Character of Easement. The Easement shall be appurtenant to each of the Benefited Property and the Burdened Property and shall therefore be binding upon and run with the Burdened Property and the Benefited Property.

3. Relocation. Grantor may allow the relocation of any Equipment located on the Burdened Property in accordance with the provisions of the Venue Agreement, if applicable, or otherwise with the consent of Grantee.

4. Other Easements. The Easement shall not invalidate or affect, and shall remain subject to, any easements previously recorded in the Official Records of Orange County, California (“**Official Records**”). The Easement granted herein shall not preclude Grantor from granting any future easements on, in, over, under or beneath the Burdened Property from time to time, as determined by Grantor in its sole discretion, regardless of whether such additional easements will be located on, under or beneath any portion of the Easement Area; provided, however, that same shall not materially interfere with Grantee’s use or enjoyment of the Easement.

5. Insurance. Without limitation of the obligations of Manager under the Venue Agreement, including the obligation to provide insurance coverage as described therein, the owner of the Burdened Parcel shall cause Manager to maintain in full force and effect liability insurance against claims for personal injury, bodily injury, death and property damage occurring in and about the Easement Area with a “**Combined Single Limit**” (covering personal injury liability, bodily injury liability, and property damage liability) of not less than Five Million Dollars (\$5,000,000.00) in Constant Dollars for total claims for any one occurrence and not less than Ten Million Dollars (\$10,000,000.00) in Constant Dollars for total claims in the aggregate during any policy year, which insurance shall name Grantee as a named insured. An adjustment in the limits and deductible amount of such insurance shall occur on January 1 of the sixth (6th) calendar year following the date of this Agreement, and thereafter at five (5)-year intervals. As used herein, “**Constant Dollars**” shall mean the present value of the dollars to which such phrase refers, adjusted according to the percentage change in the Consumer Price Index, U.S. City Average for All Items-All Urban Consumers (base year 1982 - 84 = 100), published by the United States Department of Labor, Bureau of Labor Statistics, or any successor index thereto. If the Venue Agreement with Anaheim Arena Management, LLC is no longer in effect, then Grantee shall also be obligated to maintain the same insurance coverages as required by the owner of the Burdened Parcel as provided above, provided that Grantee may delegate such obligation to the then Manager under a Venue Agreement.

6. Condemnation. If the Easement Area or any portion thereof shall be taken by right of eminent domain or similar authority of law, the Grantor and Grantee shall cooperate in good faith and use their commercially reasonable efforts to restore the use or benefit of the Easement to Grantee.

7. Notices. Any notice or invoice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given upon deposit in the United States Mail as certified mail, return receipt requested, postage prepaid or deposit with a nationally recognized overnight delivery service, and addressed to the party being notified at the address given below (or such other

address which any party may designate for itself from time to time hereafter by written notice to the other party):

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

And to: City of Anaheim
200 South Anaheim Boulevard, Suite 356
Anaheim, California 92805
Attention: Rob Fabela, City Attorney

And to: City Clerk
200 South Anaheim Boulevard
Second Floor
Anaheim, California 92805
Attention: Linda Andal, City Clerk

Copy to: Freeman, Freeman & Smiley, LLP
1888 Century Park E, Suite 1900
Los Angeles, California 90067
Attention: Damon M. Juha, Esq.

Grantor: TS Anaheim, LLC
1500 S. Douglass Road, Suite 100
Anaheim, California 92806
Attention: Tim Ryan

And to: H & S Ventures, LLC
2101 East Coast Hwy, Third Floor
Corona del Mar, California 92625
Attention: Michael Schulman

And to: Bernard E. Schneider, Esq.
Schneider Law, PC
2101 East Coast Hwy, Suite 230
Corona del Mar, California 92625

And to: Allen Matkins Leck Gamble Mallory & Natsis LLP
1900 Main Street, Fifth Floor
Irvine, California 92614
Attention: Sandra A. Jacobson, Esq.

Immediately upon becoming an owner of the Burdened Property or the Benefited Property or any portion of either, such owner shall notify all other owners of the Burdened Property and the Benefited Property of its contact information for notices.

8. Entire Agreement. This Agreement constitutes the entire agreement between Grantor and Grantee relating to the Easement. Any prior agreements, promises, negotiations, or representations

pertaining to the matters set forth herein but not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by the owners of the Benefited Property and the Burdened Property and recorded in the Official Records.

9. Binding Effect. This Agreement shall be binding on and shall inure to the benefit of each successor-in-interest to Grantor or Grantee.

10. No Partnership, Joint Venture or Principal-Agent Relationship. Neither anything in this Agreement nor any acts of Grantor or Grantee shall be deemed by Grantor, Grantee or by any third party to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between any of the parties hereto.

11. Mortgagee Protection. A breach of any of the conditions contained in this Agreement shall not defeat or render invalid the lien of any deed of trust or mortgage made in good faith and for value on the Benefited Property or the Burdened Property, nor shall any lien created hereby operate to effect or impair the lien of such deed of trust or mortgage; provided, however, that this Agreement shall be binding upon and effective against any owner of either Property acquired by foreclosure, trustee's sale, deed-in-lieu of foreclosure or otherwise.

12. Severability. If any provision of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement (or the application of such provision to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each provision of this Agreement, unless specifically conditioned upon such invalid or unenforceable provision, shall be valid and enforceable to the fullest extent permitted by law, 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.

13. Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. All litigation regarding this Agreement shall be in the Orange County Superior Court or the federal district court for the Central District of California. This Agreement shall be interpreted in accordance with the fair meaning of the provisions hereof, and not strictly for or against either party.

14. Default Shall Not Permit Termination of Agreement. No default under this Agreement shall entitle any party to cancel or otherwise rescind this Agreement, provided, however, that this limitation shall not affect any other rights or remedies that the parties may have by reason of any default under this Agreement, including without limitation, the taking of any remedial action as may be necessary to enforce compliance with this Agreement or the seeking of injunctive relief.

15. Further Assurances; No Waiver. Grantor and Grantee agree from time to time to execute and deliver such further documents and instruments, and to take such further actions, as shall be reasonably necessary or appropriate to carry out the intent and purposes of this Agreement. No right or remedy under this Agreement shall be waived unless such waiver is in writing and signed by the party claimed to have made such waiver.

16. 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.

[Signatures appear on following page.]

GRANTOR:

TS ANAHEIM, LLC,
a California limited liability company

By: H&S Ventures, LLC,
a California limited liability company
Its: Manager

By: _____
Michael Schulman
Its: Manager

GRANTEE:

CITY OF ANAHEIM,
a municipal corporation and charter city

By: _____
Name: _____
Title: _____

Attest:

Linda N. Andal, City Clerk

Approved as to Form:

Robert Fabela, City Attorney

Date of Execution: _____, 2019

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Equipment Easement Agreement dated _____, 2019 from TS ANAHEIM, LLC, a California limited liability company, Grantor, to the CITY OF ANAHEIM, a municipal corporation and charter city, Grantee, is hereby accepted by the undersigned officer or agent on behalf of the City Council of the City of Anaheim pursuant to authority conferred by the City Council of the City of Anaheim by action taken on _____, 2019, and Grantee consents to recordation thereof.

CITY OF ANAHEIM, a municipal corporation
and charter city

Dated: _____, 2019

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

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 California)
County of _____)

On _____, before me, _____,
(insert name of notary)

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.

Signature _____

(Seal)

ACKNOWLEDGMENT

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 California)
County of _____)

On _____, before me, _____,
(insert name of notary)

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.

Signature _____

(Seal)

CONSENT AND SUBORDINATION

The undersigned, _____, being the beneficiary under that certain _____ dated _____, and recorded on _____ in the Official Records of Orange County, California as Instrument No. _____ (the **“Deed of Trust”**) hereby unconditionally subordinates its Deed of Trust to the foregoing Equipment Easement Agreement, and agrees that the Equipment Easement Agreement shall unconditionally be and remain at all times a lien or charge prior and superior to the Deed of Trust and any related agreements.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed as of the _____ day of _____, 20__.

_____,
a _____

By: _____
Print Name: _____
Print Title: _____

ACKNOWLEDGMENT

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 California)
County of _____)

On _____, before me, _____,
(insert name of notary)

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.

Signature _____

(Seal)

Exhibit "A"

Burdened Property

[Attach]

Exhibit "B"

Benefited Property

[Attach]

(Depiction)



EXHIBIT "F"

FORM OF MEMORANDUM OF AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Allen Matkins Leck Gamble Mallory
& Natsis LLP
1900 Main Street, 5th Floor
Irvine, California 92614
Attention: Sandra A. Jacobson, Esq.

APN: _____

(Space Above For Recorder's Use)

MEMORANDUM OF PURCHASE AND SALE AGREEMENT

THIS MEMORANDUM OF PURCHASE AND SALE AGREEMENT ("**Memorandum**") is made and entered into as of this ____ day of _____, 201____, by and between CITY OF ANAHEIM, a municipal corporation and charter city under the laws of the State of California ("**Seller**"), and TS ANAHEIM, LLC, a California limited liability company ("**Buyer**"), with respect to the following facts:

R E C I T A L S

A. Buyer and Seller are parties to that certain Purchase and Sale Agreement dated November __, 2018 (as amended, the "**Purchase Agreement**") pursuant to which Seller has sold to Buyer, and Buyer purchased from Seller, certain real property more particularly described on Schedule "1" attached hereto and incorporated herein by this reference (the "**Property**"), which Property is adjacent to the real property commonly referred to as "The Honda Center" and more particularly described on Schedule "2" attached hereto and incorporate herein by this reference (the "**Honda Center Parcel**"), which is owned by Seller.

B. Buyer and Seller desire to record this Memorandum to put third parties on notice of certain post-Closing obligations of Buyer and restrictions on the Property.

A G R E E M E N T

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Notice of Purchase Agreement. This Memorandum has been prepared and shall be recorded for the purpose of providing third parties with record notice of certain post-Closing obligations of Buyer and restrictions on the Property, including a limitation on Buyer's right to transfer the Property until the Property is fully entitled and Seller's right to repurchase the Property under certain circumstances if the Property is not developed. This Memorandum in no way modifies the provisions of the Purchase Agreement. To the extent of any conflict between the terms of the Purchase Agreement and this Memorandum, the terms of the Purchase Agreement shall control.

2. Incorporation of Purchase Agreement. All of the terms, conditions and covenants of the Purchase Agreement are incorporated herein by this reference and are not amended, modified or varied in any way by this Memorandum.

3. Successors and Assigns. This Memorandum shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns, subject to any limitations on assignment set forth in the Purchase Agreement and shall run with the land and be a burden upon the Property pursuant to Section 1468 of the California Civil Code for the benefit of the Honda Center Parcel.

4. Counterparts; Governing Law. This Memorandum may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Memorandum. This Memorandum shall be governed by the laws of the State of California.

5. Amendment; Termination. No amendment or termination of this Memorandum shall be effective absent a written instrument signed by both parties hereto. In the event of any termination hereof as provided in the immediately preceding sentence, each party shall, upon the other's request, execute and deliver any commercially reasonable documentation necessary to remove the effect of this Memorandum from the Official Records of Orange County, California.

[END OF TEXT; SIGNATURES FOLLOW IMMEDIATELY ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Purchase and Sale Agreement as of the date first set forth above.

SELLER:

CITY OF ANAHEIM,
a municipal corporation and charter city

By: _____
Name: _____
Title: _____

Attest:

Linda N. Andal, City Clerk

Approved as to Form:

Robert Fabela, City Attorney

Date of Execution: _____, 2019

BUYER:

TS ANAHEIM, LLC,
a California limited liability company

By: H&S Ventures, LLC,
a California limited liability company
Its Manager

By: _____
Name: Michael Schulman
Its: Manager
Date of Execution: _____, 2019

EXHIBIT ONLY – DO NOT SIGN

INSERT APPLICABLE ACKNOWLEDGEMENTS

SCHEDULE "1"

LEGAL DESCRIPTION OF PROPERTY

The land referred to is situated in the City of Anaheim, County of Orange, State of California, and is described as follows:

[to be inserted prior to Closing]

SCHEDULE “2”

LEGAL DESCRIPTION OF HONDA CENTER PARCEL

The land referred to is situated in the City of Anaheim, County of Orange, State of California, and is described as follows:

[to be inserted prior to Closing]