

AMENDED AND RESTATED
PURCHASE AND SALE AGREEMENT
BASIC TERMS

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

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

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

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

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

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

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

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

Escrow Holder: Fidelity National Title
Insurance Company

Title Company: Fidelity National Title
Insurance Company

Notice Address:
555 S. Flower St., Ste. 4420
Los Angeles, California 90071
Attention: Jessica Avila, J.D.

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

Purchase Price: \$319,876,000

Initial Deposit: \$5,000,000 (In Escrow)

Second Deposit: \$45,000,000

Inspection Deadline: The Inspection Deadline under the Original Agreement has expired prior to the Restated Effective Date of this Agreement.

Closing Date: Ten (10) business days following the later of (a) VTTM Approval (as defined in Section 4.7.2), and (b) satisfaction (or written waiver by the party entitled to the benefit thereof) of all other conditions to Closing set forth in this Agreement; provided, however, if the Closing Date has not occurred on or prior to the Outside Closing Date (as defined below), the provisions of Section 5 shall apply

Outside Closing Date: September 30, 2025

AMENDED AND RESTATED
PURCHASE AND SALE AGREEMENT

THIS AMENDED AND RESTATED PURCHASE AND SALE AGREEMENT (this “**Agreement**”), dated for reference and effective as of September 30, 2020 (the “**Restated Effective Date**”).

RECITALS

A. Seller and Buyer are parties to that certain Purchase and Sale Agreement, dated December 20, 2019 (the “**Original Agreement**”), pursuant to which Seller agreed to sell to Buyer, and Buyer agreed to purchase from Seller, the Property (as defined herein). Certain terms of the Original Agreement were modified by a Letter of Understanding dated May 5, 2020 (the “**LOU**”) at the request of SRB, by a letter dated May 29, 2020 (the “**Extension Request**”), and by a confirmation letter, dated June 15, 2020, from Seller (the “**Modification Letter**”; subsequent references in this Agreement to the “**Original Agreement**” shall mean the Original Agreement, as modified by the LOU, Extension Request and the Modification Letter). Seller and Buyer are entering into this Agreement for the purpose of amending and restating the Original Agreement in its entirety in order to set forth, and agree to, the renegotiated terms applicable to the purchase and sale of the Property.

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

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

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

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

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

4.1, 5.1.2 and 5.1.4), with the Lease Assignment Agreement and Angels Commitment Agreement to become effective upon Closing.

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

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

1. Amendment and Restatement; Incorporation of Recitals and Basic Terms. This Agreement, as of the Restated Effective Date, amends and restates in its entirety the Original Agreement. The above Recitals constitute part of this Agreement and each party shall be entitled to rely on the truth and accuracy of same. The terms set forth above in the Recitals and Basic Terms are hereby incorporated.

2. Purchase and Sale; Property Restrictions.

2.1 Agreement to Purchase and Sell. Upon the terms and conditions hereinafter set forth, Seller shall sell to Buyer, and Buyer shall purchase from Seller, the Property. As used herein, the "**Property**" means collectively, all right, title and interest of Seller in and to (a) the land described in Exhibit "A-1" attached hereto (the "**Land**"), (b) the rights and entitlements appurtenant to the Land, except as otherwise expressly provided herein (the "**Appurtenances**"), (c) the Stadium, the Grove, the other building(s), and other permanent improvements, structures, and fixtures located upon the Land (the "**Improvements**"; together with the Land and the Appurtenances, the "**Real Property**"), (d) any and all tangible personal property, if any, used in connection with, and on the Closing left on, the Real Property (the "**Personal Property**"), (e) the Lease, (f) the leases (including any guaranties thereof), rental agreements and other occupancy agreements for the Real Property, excluding the Lease (collectively, the "**Other Leases**"), listed on Exhibit "A-2" attached hereto, (g) service contracts and other agreements, if any, listed on Exhibit "A-2" attached hereto (collectively, the "**Contracts**") (h) to the extent transferable, the following: (i) all warranties, guaranties, development rights, entitlements, governmental permits, licenses, certificates, other governmental approvals, deposits, refund rights and credits with governmental, quasi-governmental or utility agency, if any, that pertain solely to the Real Property, and (ii) all applications, plans, drawings, designs and other materials relating to the Real Property (collectively, the "**Intangible Personal Property**"). Other than (x) the Other Leases and Contracts, (y) any additional contracts or agreements that Buyer may hereafter agree in writing to assume or to acquire the Property subject to, and (z) any contracts or agreements existing on the Restated Effective Date listed as exceptions in Schedule B of the Title Binder (as defined in Section 4.9.1), Seller shall terminate effective prior to Closing any contracts and other agreements relating to the Property (provided that Buyer shall pay any termination costs required to terminate the contracts listed on Exhibit "A-3").

3. Purchase Price.

3.1 Escrow Deposit. Within two (2) business days after December 20, 2019 (the "**Original Agreement Effective Date**"), Buyer and Seller opened an Escrow (as defined in Section 5 below) with Escrow Holder and Buyer delivered to Escrow Holder the Initial Deposit. Within ten (10) days after the Anaheim City Council's approval of this Agreement and all other agreements and matters set forth on Schedule 3.1 hereto (which shall be a condition precedent to Buyer's obligations under this Agreement), Buyer shall deliver to Escrow Holder the Second Deposit (the date of Buyer's delivery of the Second Deposit, the "**Second Deposit Date**"). The Initial Deposit and the Second Deposit, together with

all interest earned thereon, shall collectively be referred to herein as the “**Escrow Deposit**”. The Escrow Deposit shall be non-refundable to Buyer except as otherwise expressly set forth in this Agreement. All deposits shall be made by wire transfer of immediately available federal funds or by bank or cashier’s check drawn on a national bank. The Escrow Deposit shall be applied against the Purchase Price at Closing in accordance with the terms and provisions of this Agreement.

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

3.2 Memorandum of Agreement. Within two (2) business days following the Restated Effective Date, (i) Buyer and Seller shall each execute, acknowledge and deliver to Escrow Holder a Memorandum of Agreement in the form attached hereto as Exhibit “G” (the “**Memorandum**”), and (ii) Escrow Holder shall record the Memorandum in the Official Records of Orange County, California (the “**Official Records**”). If this Agreement is terminated for any reason other than a Seller default, then, within two (2) business days after such termination, Buyer shall deliver to Escrow Holder a quitclaim deed or other instrument acceptable to the Title Company to terminate the effect of the Memorandum. The immediately-preceding sentence shall survive termination of this Agreement.

3.3 Balance of Purchase Price. The Purchase Price, as adjusted by (a) the application of the Escrow Deposit, (b) the prorations specified in this Agreement, and (c) the credits identified on Schedule 3.3 attached hereto, shall be paid pursuant to the terms of a promissory note in the form attached hereto as Exhibit “B-1” (the “**Seller Note**”). The principal amount of the Seller Note shall be paid in five (5) equal installments, with the first installment due and payable on the first (1st) business day following the Close of Escrow (the “**Initial Payment Date**”), and subsequent installments due on each of the first (1st), second (2nd), third (3rd) and fourth (4th) anniversaries of the Initial Payment Date (such fourth (4th) anniversary, the “**Maturity Date**”). Interest shall accrue under the Seller Note at the rate of two and thirty-five one hundredths percent (2.35%) per annum and shall be due and payable annually in arrears on the anniversary date of the Initial Payment Date during the term of the Seller Note (and shall compound to the extent not paid when due). Buyer may prepay the Seller Note in whole or in part from time to time without charge or penalty. All outstanding principal and accrued but unpaid interest shall be due and payable in full on the Maturity Date. The Seller Note shall contain release provisions, allowing Buyer to obtain release of specific parcels from the lien of the Seller Trust Deed (as defined below) by payment of release prices (i.e., Buyer’s repayment concurrently with each such release of a portion of the outstanding principal balance of the Seller Note), in amounts to be determined in accordance with the Seller Note. The Seller Note shall be secured by a deed of trust with assignment of leases and rents in the form attached hereto as Exhibit “B-2” (the “**Seller Trust Deed**”) encumbering the Property.

4. Contingencies and Conditions Precedent to Closing. The obligations of Buyer to acquire, and Seller to sell, the Property as contemplated by this Agreement are subject to satisfaction of each of the following contingencies and conditions precedent in favor of each party specified (which may be waived in writing by the party that is not required to fulfill the purchase or sale unless such condition is satisfied) on or before the applicable date specified for satisfaction of the applicable condition (or before Closing, if no other date is specified). Subject to the terms and conditions set forth below, if any condition to Buyer’s Closing obligations is not fulfilled or waived pursuant to the terms of this Agreement, then this Agreement may be terminated by delivery of written notice by Buyer on or before the applicable date specified and the provisions of Section 4.15 shall apply. If the conditions to Seller’s Closing obligations set forth in Section 4.14 are not fulfilled or waived pursuant to the terms of this

Agreement, Seller shall have the remedies set forth in Section 12.2. The provisions of this introductory paragraph of Section 4 shall survive termination of this Agreement. The Closing shall constitute approval by each party of all matters to which such party has a right of approval and a waiver of all conditions precedent (except to the extent of a breach of such obligations prior to the Closing).

4.1 DDA. As used in this Agreement, “**DDA**” means that certain Disposition and Development Agreement for the Property between Seller and Buyer attached as Exhibit “H”, including Buyer’s Master Site Plan incorporated as an exhibit thereto (the “**Master Site Plan**”). DDA Approval (as hereinafter defined) shall be a condition precedent to Buyer’s obligation to buy the Property. As used in this Agreement, “**DDA Approval**” means that (i) the DDA, including the Master Site Plan, has been approved by Seller in accordance with Government Code Section 65865 et seq. and adopted as an Ordinance of the City of Anaheim in accordance with all laws and required procedures, and recorded against the Property, (ii) all time periods for judicial challenges to Seller’s approval (or re-approval, if applicable) of the DDA or Master Site Plan (including, but not limited to, any period for challenge under the California Environmental Quality Act (“**CEQA**”)) have passed without any judicial challenge having been timely filed, or if timely filed, the same has been resolved by (a) plaintiff’s/petitioner’s dismissal of such litigation with prejudice, or (b) a final non-appealable judgment that is not subject to further judicial review upholding the Seller’s approval of the DDA or Master Site Plan without modification of the DDA or Master Site Plan, and (iii) all time periods for any petition for a referendum pertaining to the DDA have been filed with the City have passed without any petition having been timely filed with the City, or if timely filed with the City, the referendum has failed to pass. In the event that Seller’s approval of the DDA, or the incorporated Master Site Plan, is set aside by a final non-appealable judgment that is not subject to further judicial review, Seller and Buyer shall cooperate and use good faith efforts to promptly correct the error(s) identified in the final non-appealable judgment, to enable Seller’s re-approval of the DDA, including, if applicable, the Master Site Plan, within three (3) months of such final judgment.

4.2 Intentionally Omitted.

4.3 Intentionally Omitted.

4.4 Conditional Use Permit. Conditional Use Permit Approval (as hereinafter defined) shall be a condition precedent to Buyer’s obligation to buy the Property. As used in this Agreement, “**Conditional Use Permit Approval**” means (i) Seller shall have granted to Buyer, in accordance with all required laws and procedures, a Conditional Use Permit (“**CUP**”), to be effective as of Closing, reasonably satisfactory to Buyer to operate the Property after the Closing with respect to those uses enumerated on Schedule 4.4, (ii) all conditions of approval imposed by Seller to its approval of the CUP have been approved by Buyer in writing (which approval may be withheld in Buyer’s commercially reasonable discretion, in light of Buyer’s historical business operation of the Property) and a copy of Buyer’s written approval has been deposited with Escrow Holder; (iii) all time periods for judicial challenges to Seller’s approval (or re-approval, if applicable) of the CUP (including, but not limited to, any period for challenge under CEQA) have passed without any judicial challenge having been timely filed, or if timely filed, the same has been resolved by (a) plaintiff’s/petitioner’s dismissal of such litigation with prejudice, or (b) a final non-appealable judgment that is not subject to further judicial review upholding the Seller’s approval of the CUP without modification of the CUP. In the event that Seller’s approval of the CUP is set aside by a final non-appealable judgment that is not subject to further judicial review, Seller and Buyer shall cooperate and use good faith efforts to promptly correct the error(s) identified in the final non-appealable judgment to enable Seller’s re-approval of the CUP within three (3) months of such final judgment. Buyer shall cooperate with Seller in furnishing all information reasonably required to enable Seller to comply with Seller’s obligations to process the CUP pursuant to this Section 4.4. In addition, in the event Buyer disapproves any condition imposed by Seller to its

approval of the CUP as set forth herein, Buyer may terminate this Agreement by delivery of written notice to Seller; provided, it shall be unreasonable for Buyer to withhold its approval of any condition of approval imposed by Seller requiring Buyer to pay for event-related required municipal services and staffing (including police, fire/ emergency response, traffic control measures and the like) or other conditions customarily and uniformly applied to similar events in Anaheim.

4.5 Zoning Code Amendment. Prior to Closing, Seller shall initiate a Zoning Code Amendment for the Platinum Triangle Mixed Use Overlay Zone that permits stadiums and sports arena complexes as a primary use, with such use consisting of a venue for professional sports on a permanent basis that has a capacity of 15,000 or more seats, which is designed, intended, and used primarily for large-scale spectator events including, but not limited to, sporting events, musical performances, or other similar events. City Council approval of such zoning code amendment shall be a condition precedent to Buyer's obligation to buy the Property.

4.6 Intentionally Omitted.

4.7 Vesting Tentative Tract Map.

4.7.1 VTTM and Related Document Submittals. Not later than March 31, 2021 (the "**VTTM Submittal Deadline**"), Buyer shall submit to Seller Buyer's proposed Tentative Tract Map for subdivision and development of the Property ("**Buyer's Tentative Tract Map**" or "**VTTM**") and those documents set forth in Section 7.2.1, Section 7.2.2, Section 7.2.3 and Section 7.2.4 of the DDA (collectively, the "**VTTM Submittal**"). Seller shall use good faith efforts to process Buyer's complete VTTM Submittal prior to December 31, 2021, in accordance with applicable laws and required procedures. If the City has not taken final action on the VTTM Submittal on or prior to December 31, 2021, Buyer may elect to terminate this Agreement by delivery of written notice to Seller.

4.7.2 VTTM Approval. VTTM Approval (as hereinafter defined) shall be a condition precedent to Buyer's obligation to buy the Property. As used in this Agreement, "**VTTM Approval**" shall be deemed to occur when (a) Buyer's VTTM has been approved (or, if applicable, re-approved) by Seller in accordance with all laws and required procedures, (b) all conditions of approval imposed by Seller to its approval of the VTTM have been approved by Buyer in writing (which approval may be withheld in Buyer's commercially reasonable discretion) and a copy of Buyer's written approval has been deposited with Escrow Holder; and (c) all time periods for judicial challenges (including, but not limited to, any period for challenge under CEQA) to Seller's approval (or re-approval, if applicable) of Buyer's VTTM have passed without any judicial challenge having been filed, or if filed, the same has been resolved by (i) plaintiff's/petitioner's dismissal of such litigation with prejudice, or (ii) a final non-appealable judgment that is not subject to further judicial review upholding the VTTM Approval without modification of the VTTM Approval. In the event that any VTTM Approval is set aside by a final non-appealable judgment that is not subject to further judicial review, Seller and Buyer shall cooperate and use good faith efforts to promptly correct the error(s) identified in the final non-appealable judgment, to enable Seller's re-approval of Buyer's VTTM within three (3) months of such final judgment. In addition, in the event Buyer disapproves any condition imposed by Seller to its approval of the VTTM as set forth herein, Buyer may terminate this Agreement by delivery of written notice to Seller.

4.8 Litigation.

4.8.1 As a condition precedent to Buyer's obligation to buy, the Property, any judicial challenge to this Agreement, or to the transaction provided for in this Agreement, or to the approvals required by Sections 4.1, 4.4, or 4.7, or to the zoning code amendment pursuant to Section 4.5, or which otherwise has the effect of preventing consummation of this Agreement or the transaction provided for in this Agreement in accordance with its terms, shall have been resolved by (a) plaintiff's/petitioner's dismissal of such litigation with prejudice, or (b) a final non-appealable judgment that is not subject to further judicial review upholding this Agreement, such transaction, and such approvals, without modification, and permitting consummation of this Agreement in accordance with its terms.

4.8.2 If third-party litigation shall be commenced challenging this Agreement or the transaction provided for in this Agreement, or the approvals required by Sections 4.1, 4.4 or 4.7, or to the zoning code amendment pursuant to Section 4.5, or which otherwise has the effect of preventing consummation of this Agreement or the transaction provided for in this Agreement in accordance with its terms, then, subject to Section 4.8.3, all periods for performance by Buyer and Seller of their respective rights and obligations under this Agreement (excluding the Outside Closing Date) shall be tolled until ten (10) calendar days after the earlier of Buyer's receipt of written notice of (i) plaintiff's/petitioner's dismissal of such litigation with prejudice, or (ii) issuance of a final non-appealable judgment that is not subject to further judicial review upholding, as applicable, Seller's approval of the DDA, Master Site Plan or the VTTM, plus such additional period, if any, during which Seller is taking corrective action in accordance with Sections 4.1, 4.4 or 4.7.2. If, pursuant to this Agreement, a period is "**tolled**," it shall mean the period is extended day-for-day for the number of days that elapse between the event that triggers commencement of the tolling and the event that triggers the end of the tolling.

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

4.9 Title Matters.

4.9.1 Title Commitment; Title Binder. Buyer has received from the Title Company that certain Commitment for ALTA Extended Owners Policy (2006 Form) dated _____, 2020 ("**Form Title Commitment**"). Except for those exceptions to title to be removed or otherwise addressed by Seller in Section 4.9, Buyer has approved the exceptions to title shown on the Form Title Commitment, any matters disclosed by that certain survey of the Real Property prepared by Hunsaker & Associates dated _____ and, subject to Section 4.10, all other title or survey matters. At any time after the Restated Effective Date, Buyer may, but shall have no obligation to, request Title Company to issue to Buyer a binder for a standard coverage owner's title insurance policy (ALTA 2006 Form), which binder shall be in the form of Exhibit "L" attached hereto (such title binder, as Buyer may request be renewed or updated from time to time, the "**Title Binder**"). Buyer shall pay to Title Company the premiums for issuance of the Title Binder. If Closing occurs, then at Closing Buyer shall be entitled to a credit against the Purchase Price in an amount equal to the premiums paid by Buyer for the Title Binder. Within ten (10) business days after the Restated Effective Date, Seller shall deliver to the Title Company (i) an owner's affidavit, in a form reasonably acceptable to Seller, as required by the Title Company for deletion of Exceptions 22, 23 and 24 as shown in the Form Title Commitment; (ii)

such documents in a form reasonably acceptable to Seller, as reasonably required by the Title Company for deletion of Exceptions 33, 34, 39, 46 and 53 as shown in the Form Title Commitment; and (iii) such other evidence and documents as may be reasonably and customarily required by the Title Company concerning the status and capacity of Seller and the authority of the person or persons who are executing the various documents on behalf of Seller in connection with the sale of the Property. Thereafter, Seller agrees to use commercially reasonable efforts, in each case as soon as reasonably practicable, unless otherwise provided in Section 4.9, to (a) cause to be recorded such documents as required by the Title Company to delete Exceptions 3-9, 13, 14, 25, and 43 as shown on the Form Title Commitment; and (b) provide such recorded documentation as the Title Company requires to enable the Title Company to issue to Buyer, at Buyer's request and cost, an access endorsement in standard form for Douglass Road. Deletion of Exceptions 3-9, 13, 14, 22-25, 33, 34, 39, 43, 46, and 53 shall be a condition precedent to Buyer's obligation to buy the Property.

4.9.2 New Title Exceptions. If the Title Company discloses in writing to Buyer that Title Company intends to include in the Title Policy a title exception that does not appear in the Form Title Commitment (each, a "**New Title Exception**"), Buyer shall have until five (5) business days following such disclosure of the New Title Exception (the "**Objection Deadline**"), to deliver a Title Objection Notice to Seller and Escrow Holder disapproving the New Title Exception. Buyer's failure to deliver a Title Objection Notice by the Objection Deadline shall be deemed Buyer's approval of the New Title Exception and waiver of any further right to object with respect thereto. If Buyer timely delivers the Title Objection Notice to Seller, then Seller shall have three (3) business days after receipt of the Title Objection Notice to advise Buyer in writing that Seller shall either (a) cause (i) such exceptions objected to by Buyer to be removed 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 or endorse over the exception(s) (Seller's failure to notify Buyer being Seller's election to proceed as provided in clause (b) above), in which case Buyer will have until three (3) business days after Seller's election (or deemed election) pursuant to this clause (b) to elect to (x) proceed with the purchase of the Property subject to such exception(s), or (y) terminate this Agreement by delivering written notice of such election to terminate to Seller and Escrow Holder. If Buyer timely elects to terminate, and if the New Title Exception affects the value of the Property in a greater than de minimis amount, the Escrow Deposit (minus Escrow Holder's and the Title Company's cancellation fees) shall be returned to Buyer by Escrow Holder and neither party shall have any further rights or liabilities hereunder, except for those provisions (including this provision) which expressly survive the termination of this Agreement. Buyer's failure to notify Seller and Escrow Holder of its election between (x) and (y) in the immediately preceding sentence shall be deemed to be Buyer's election to proceed as provided in (x). If the Title Company raises any New Title Exception, the Closing Date shall be extended to the extent necessary to accommodate the objection and response process and time periods specified heretofore in this subsection, provided that in no event shall the Closing Date be extended beyond the Outside Closing Date. Notwithstanding anything to the contrary in this subsection, if a New Title Exception is attributable to Seller's breach of a covenant set forth in Section 7.2, Seller shall be obligated to remove the exception on or before the Closing (failure of which shall entitle Buyer to its remedies under Section 12.1). If Buyer elects to obtain issuance of the Title Binder, then Seller, in its capacity as primary insured, shall reasonably cooperate with Buyer, in its capacity as secondary insured, at no material out of pocket expense to Seller other than expenses which Buyer agrees to reimburse, in connection with the exercise by Buyer of rights and remedies under the Title Binder and/or any policy issued

pursuant thereto, if Buyer elects to exercise such rights and remedies in connection with any New Title Exception in order to obtain the benefits thereof.

4.9.3 OCFCD Easement. Seller hereby advises Buyer that, prior to the Restated Effective Date, Seller has delivered to the Orange County Flood Control District (“OCFCD”) one or more formal written requests that OCFCD terminate those easements identified as Exception 9 on the Form Title Commitment.

4.9.4 Sportstown Association Termination; Capital Reserves. On or prior to Closing, Seller shall terminate the Association (as defined in that certain Declaration of Covenants, Conditions and Restrictions and Grant of Reciprocal Easements for Sportstown Anaheim, dated March 15, 2000 and recorded at No. 20000183505 of Official Records), pursuant to the termination in the form of Exhibit “T” attached hereto (the “**Cancellation of Sportstown Declaration**”), and shall credit Buyer against the Purchase Price at Closing the amount of \$1,193,500 (which reflects the parties’ allocation of Association capital reserves for the capital repair of those improvements Buyer shall be required to maintain pursuant to the license agreement assigned as set forth in Section 4.9.5 below). Issuance of the capital reserve credit against the Purchase Price shall be a condition precedent to Buyer’s obligation to buy the Property.

4.9.5 Gateway Office Parking. As soon as reasonably practicable, Seller shall use commercially reasonable efforts, at Seller’s sole cost, to cause the parking license between Seller and GV Stadium Gateway LLC, identified as Exception 44 of the Form Title Commitment, to be amended and restated in the form of Exhibit “M” attached hereto (the “**Restated Stadium Gateway Parking Agreement**”), and an original thereof to be executed and recorded in the Official Records, to be effective upon Closing, subject only to such changes thereto as Seller, Buyer and GV Stadium Gateway LLC may hereafter mutually agree. The amendment of Exception 44 to reflect the recordation of the Restated Stadium Gateway Parking Agreement shall be a condition precedent to Buyer’s obligation to buy the Property.

4.9.6 Intentionally Omitted.

4.9.7 LAFCO. Seller hereby advises Buyer that as of the Restated Effective Date, Seller has noticed for public hearing an action for Anaheim City Council approval of the filing with the Orange County Local Area Formation Commission (“LAFCO”) of a petition in the form of Exhibit “V” attached hereto (the “**Annexation Petition**”) to annex to the City of Anaheim and detach from the City of Orange that certain area located within the Real Property, as shown on the Annexation Petition, with all of the Real Property so annexed to be General Planned and zoned in all respects the same as the remainder of the Real Property is zoned, and subject in all respects to the DDA in the same manner as the remainder of the Real Property. Seller shall use commercially reasonable efforts, at Seller’s sole cost, to (i) cause LAFCO to take action on Seller’s Annexation Petition as soon as reasonably practicable, and (ii) provided such annexation is completed prior to Closing, cause the Title Company to change the legal description in the Title Policy to confirm that all of the Real Property is located within the boundaries of the City of Anaheim. Without limiting the generality of the foregoing, such change to the legal description in the Title Policy shall be a condition precedent to Buyer’s obligation to buy the Property.

4.9.8 Intentionally Omitted.

4.9.9 Intentionally Omitted.

4.9.10 Former Rail Spur. Seller shall, at Seller's cost, grade, pave and re-stripe the area of the Real Property sometimes referred to as the former rail spur, which is located generally to the northwest of the apartment complex known as The George. Such work shall be performed in accordance with the plans attached hereto as Exhibit "Q". In connection therewith, Seller shall remove off-site any excess soil, materials (including Hazardous Materials, if any) and debris associated with such work. Seller shall cause such work to commence not later than January 31, 2021, subject to force majeure. If Seller fails to commence such work on or prior to such date, then Buyer may thereafter commence such work at any time at Seller's expense, in accordance with all applicable laws, and Seller shall reimburse Buyer for the actual cost thereof within 30 calendar days after the date that Buyer delivers to Seller a written demand therefor together with reasonable documentation of such cost. Seller agrees to use commercially reasonable efforts to complete such work prior to March 31, 2021; if such work is not completed prior to such date, the parties will use good faith efforts to identify the most practical means to accelerate completion, which shall be at Seller's cost. This Section 4.9.10 shall survive Closing.

4.9.11 Status Communications. With respect to those Seller obligations set forth in this Section 4.9, Seller shall provide Buyer with reasonably detailed updates regarding the status of Seller's actions upon Buyer's reasonable request, either orally or in writing.

4.9.12 Trash, Recycling and Storage Facility. The parties acknowledge that Angels Baseball operates a trash, recycling and storage facility, a portion of which the parties have determined is located on land owned by the OCFCD contiguous to the Property. Buyer and/or Angels Baseball may elect, in its discretion, to apply for, negotiate, execute, deliver and perform an easement, license or other agreement from or with OCFCD for such use. If Buyer and/or Angels Baseball seeks such an agreement, then Seller shall reasonably cooperate therewith, at no cost to Seller other than reasonable out of pocket costs that Buyer agrees to reimburse. No such application, negotiation, execution, delivery or performance shall be a Closing condition. This Section shall survive Closing.

4.9.13 Bike Path/Park. The parties acknowledge that Buyer may elect, in its discretion, to apply for, negotiate, execute, deliver and perform an easement, license or other agreement from or with OCFCD or the City pursuant to which Buyer would maintain and/or operate an area, or portion thereof, on the west side of the Santa Ana River Channel, which area currently includes a bike path. If Buyer seeks such an agreement, then Seller shall reasonably cooperate therewith, at no cost to Seller other than reasonable out of pocket costs that Buyer agrees to reimburse. No such application, negotiation, execution, delivery or performance shall be a Closing condition. This Section shall survive Closing.

4.9.14 CalTrans Slope. Buyer may elect, in its discretion, to apply for, negotiate, execute, deliver and perform an easement, license or other agreement from or with the California Department of Transportation ("CalTrans") pursuant to which Buyer would maintain and/or operate an area, or portion thereof, owned by CalTrans on the west side of the 57 Freeway, aka Orange Freeway, which currently includes a sloped area. If Buyer seeks such an agreement, then Seller shall reasonably cooperate therewith, at no cost to Seller other than reasonable out of pocket costs that Buyer agrees to reimburse. No such application, negotiation, execution, delivery or performance shall be a Closing condition. This Section shall survive Closing.

4.10 Title Policy. It shall be a condition precedent to Buyer's obligation to buy the Property that, at Closing, the Title Company is willing to issue to Buyer (subject to the payment of any premium, which shall be paid as provided below) at Closing, an ALTA Extended Owners Policy (2006 Form), in an insured amount equal to the Purchase Price (or such lesser amount as Buyer may elect),

showing title to all of the Real Property vested in Buyer, and including the endorsements identified in Exhibit “U” attached hereto (the “**Title Policy**”).

4.11 Buyer’s Investigation.

4.11.1 Buyer has had the opportunity to inspect, review and, in its sole and absolute discretion, approve the physical condition and acreage of the Property, entitlements, fees, exactions, the environmental, geological and seismic condition of the Property, zoning and other restrictions, economic and feasibility studies, the Other Leases, the Contracts, the Personal Property, budgets, operating statements, the Records and such other matters as Buyer has deemed appropriate for its acquisition, development and use of the Property (collectively, the “**Investigation**”). Subject to the satisfaction of the conditions precedent to Buyer’s obligation to buy the Property set forth in Section 4.9, Buyer has waived Buyer’s right to terminate this Agreement pursuant to Section 4.11.1 of the Original Agreement.

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

4.12 Entry. Buyer shall have a continuing right, from and after the Original Agreement Effective Date through the Closing, to enter upon the Property for studies, reviews, investigations, and planning related to its plans to purchase and develop the Property. In connection with Buyer’s entry onto the Property, Buyer shall at all times ensure such entry by Buyer or its employees, agents or contractors is in full compliance with all applicable laws and governmental regulations, in a manner so as to not cause any Claims (as defined in Section 11.2 below) to Seller or the Property and so as to not interfere with or disturb Seller or any occupants or users, if any, of the Property and Buyer will indemnify, defend, and hold Seller and the Property harmless from and against any and all Claims arising out of or related to any such entry by Buyer or its employees, agents or contractors; provided that such indemnity shall not apply to Buyer’s mere discovery of any adverse pre-existing condition at the Property. Prior to entry upon the Real Property, Buyer shall provide Seller with copies of certificates of insurance, to the extent that same are not already in the possession of Seller, evidencing commercial general liability insurance policies (naming Seller as an additional insured) which shall be maintained by Buyer and its agents and contractors in connection with its entry upon the Real Property, with limits, coverages and insurers under such policies reasonably satisfactory to Seller. Without limitation of the foregoing, except as otherwise permitted under the Lease, in no event shall Buyer conduct any physical or intrusive testing

without Seller's express written consent (which consent may be given or withheld in Seller's sole and absolute discretion), and Buyer shall in all events promptly return the Property to its substantially prior similar condition, and Seller may further condition its approval of any such entry on, among other things, Seller's approval of the following: (i) the insurance coverage of the agent or contractor who will be entering onto the Property, (ii) the nature and timing of such entry, (iii) a written confidentiality agreement in form reasonably satisfactory to Seller, and (iv) the requirement that split samples be made. Seller shall have the right, at its option, to cause a representative of Seller to be present at any potentially destructive or other physically invasive inspections, reviews and examinations conducted hereunder. Upon request, Buyer shall promptly deliver to Seller copies of any written reports, data or other information regarding the Property and/or derived from any Investigation activities, including, without limitation, environmental inspections and testing relating to the Property prepared for or on behalf of Buyer by any third party (other than reports regarding the value of the Property or attorney-client protected materials, or proprietary reports, data or information relating to Buyer's proposed development and use of the Property). 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. Buyer shall keep all non-public information or data received or discovered in connection with any of the inspections, reviews or examinations strictly confidential, except for disclosures to representatives, investors, lenders, consultants, architects, engineers, designers, contractors, 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 4.12 shall survive any termination of this Agreement or the Closing.

4.13 Performance by Seller. As a condition precedent to Buyer's obligation to buy the Property, the performance and observance, in all material respects, by Seller of all covenants in this Agreement to be performed or observed by Seller on or after the Original Agreement Effective Date and 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. In the event of the failure of any such condition, Buyer may terminate this Agreement by delivery of written notice to Seller and Escrow Holder.

4.14 Performance by Buyer. As a condition precedent to Seller's obligation to sell the Property, the performance and observance, in all material respects, by Buyer of all covenants in this Agreement to be performed or observed by Buyer on or after the Original Agreement Effective Date and 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.

4.15 Failure of Condition Precedent. If Buyer terminates this Agreement for a failure of a condition precedent to Buyer's obligation to buy the Property as set forth in this Section 4, the Escrow Deposit shall be returned to Buyer by Escrow Holder and Seller shall reimburse Buyer for all Transaction Costs (as defined below) in an amount not to exceed \$2,500,000, and thereafter neither party shall have any further rights or liabilities hereunder, except for those provisions that expressly survive the termination of this Agreement (including, without limitation, Seller's and Buyer's respective obligations and liabilities under Section 12, if termination results from a default by Seller or Buyer under this

Agreement); provided, if Buyer terminates for a failure of a condition precedent pursuant to Section 4.10 because the Title Company will either not issue an ALTA Extended Owners Policy or will not issue one or more Buyer-requested endorsements set forth on Exhibit "U", other than as a result of Seller's breach of a covenant, Buyer shall not be entitled to any reimbursement from Seller of any Transaction Costs. As used in this Agreement, "Transaction Costs" means all out-of-pocket title, escrow, legal and inspection fees and costs actually incurred by Buyer and any other out-of-pocket third-party expenses actually incurred by Buyer in connection with entering into this Agreement, performing its due diligence review of the Property, and planning for its development of the Property, including, without limitation, all environmental, architectural, planning and engineering consultants' fees and expenses. The provisions of this Section 4.15 shall survive termination of this Agreement.

5. Closing Procedure. The term "**Closing**" shall mean the date upon which the documents described in Sections 5.2 and 5.3 are executed and delivered in accordance with the terms of those Sections, Escrow Holder has taken those actions set forth in Section 5.4, payment is made to Seller of the Purchase Price (net of adjustments allowed by this Agreement) by release of the Escrow Deposit, and Escrow Holder's delivery of the Seller Note, to Seller, and the Deed (as defined in Section 5.2 below) and Seller Trust Deed are recorded in the Official Records. The Closing shall be effected through an escrow (the "**Escrow**") on the Closing Date. If Closing has not occurred prior to the Outside Closing Date, either party not then in default (following notice and opportunity to cure, as provided in Section 12) may terminate this Agreement by written notice to the other party and to Escrow Holder, and thereupon the Escrow Deposit shall be returned to Buyer by Escrow Holder, and the parties shall have no further obligations under this Agreement except for those provisions (including this provision) that expressly survive termination of this Agreement; provided, that if Closing has not occurred prior to the Outside Closing Date due to a failure of a Buyer condition precedent pursuant to Section 4, then Section 4.15 shall apply. 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 Pre-Closing Deliveries. Not later than ten (10) business days after the Second Deposit Date:

5.1.1 Buyer and Seller shall execute and deposit with Escrow Holder for delivery to Seller and Buyer at Closing four (4) originals of the DDA.

5.1.2 Buyer and Seller shall execute and deposit with Escrow Holder for delivery to Seller and Buyer at Closing four (4) originals of the Lease Assignment Agreement (the "**Lease Assignment Agreement**"), attached hereto as Exhibit "I", which shall become effective upon Closing.

5.1.3 Seller shall execute, and Buyer shall cause Angels Baseball to execute, and Seller and Buyer shall deposit with Escrow Holder for delivery to Seller and Angels Baseball at Closing, two (2) originals of the Mutual Release Agreement (the "**Mutual Release**"), attached hereto as Exhibit "J", each of which agreements shall become effective upon Closing.

5.1.4 Seller shall execute, and Buyer shall cause Angels Baseball to execute, and Seller and Buyer shall deposit with Escrow Holder for delivery to Seller and Angels Baseball at Closing, two (2) originals of the Angels Commitment Agreement (the "**Angels Commitment Agreement**") attached hereto as Exhibit "K", which shall become effective upon Closing.

5.1.5 Seller shall execute, and Buyer shall cause Angels Baseball to execute, and Seller and Buyer shall deposit with Escrow Holder for delivery to Seller and Angels Baseball at Closing four (4) originals of the 2016 Traffic Agreement Termination (the “**2016 Traffic Agreement Termination**”) attached hereto as Exhibit “R”, which shall become effective upon Closing.

5.1.6 Buyer and Seller shall execute and deposit with Escrow Holder for recording of one original in the Official Records and for delivery of copies thereof to Seller and Buyer at Closing, four (4) originals in recordable form of the Convention Center Parking License Agreement (the “**Convention Center Parking License Agreement**”) attached hereto as Exhibit “S”, which shall become effective upon Closing.

5.1.7 Buyer and Seller shall execute and deposit with Escrow Holder for recording of one original in the Official Records and for delivery of copies thereof to Seller and Buyer at Closing, four (4) originals in recordable form of the ARTIC Agreement (the “**ARTIC Agreement**”) attached hereto as Exhibit “N”, which shall become effective upon Closing.

5.1.8 Buyer and Seller shall execute and deposit with Escrow Holder for recording of one original in the Official Records and for delivery of copies thereof to Seller and Buyer at Closing, four (4) originals in recordable form of the Reciprocal Access Easement Agreement and Purchase Option (Municipal Water Well Site) (the “**Well Site Agreement**”) attached hereto as Exhibit “O”, which shall become effective upon Closing.

5.1.9 Buyer and Seller shall execute and deposit with Escrow Holder for recording of one original in the Official Records and for delivery of copies thereof to Seller and Buyer at Closing, four (4) originals in recordable form of the Utility Easement Agreement (the “**Utility Easement Agreement**”) attached hereto as Exhibit “P”, which shall become effective upon Closing.

5.1.10 Seller shall execute and deposit with Escrow Holder for recording of one original in the Official Records and for delivery of copies thereof to Seller and Buyer at Closing, four (4) originals in recordable form of the Cancellation of Sportstown Declaration, which shall become effective upon the Closing

5.2 Seller’s Closing Deliveries. If all conditions in this Agreement to Seller’s Closing obligations have been satisfied or waived in writing by Seller, then, 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 original counterparts of the quitclaim bill of sale (the “**Bill of Sale**”) in the form of Exhibit “D” attached hereto, (c) four (4) duly executed original counterparts of the assignment of leases and contracts (the “**Assignment of Leases and Contracts**”) in the form of Exhibit “E” attached hereto, (d) four (4) duly executed original counterparts of the general assignment (the “**General Assignment**”) in the form of Exhibit “F” attached hereto, (e) 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, and (h) such additional documents as may be reasonably required by the Title Company in order to consummate the transactions hereunder (provided the same do not increase in any material respect the costs to, or liability or obligations of, Seller in a manner not otherwise provided for herein).

5.3 Buyer's Closing Deliveries. If all conditions in this Agreement to Buyer's Closing obligations have been satisfied or waived in writing by Buyer, then, 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) Buyer's share of Closing costs as shown on the Closing Statement, by wire transfer of immediately available federal funds (provided that Buyer shall have the right to deliver same on or before 10:00 a.m. Pacific Time on the morning of the Closing Date), (b) one (1) duly executed original of the Seller Note, (c) one (1) duly executed and notarized original of the Seller Trust Deed, , (d) four (4) duly executed originals of the Bill of Sale, (e) four (4) duly executed originals of the Assignment of Leases and Contracts, (f) four (4) duly executed originals of the General Assignment, (g) one (1) Closing Statement executed or initialed by Buyer, (h) evidence reasonably satisfactory to the Title Company respecting the due organization of Buyer and the due authorization and execution by Buyer of this Agreement and the documents required to be delivered hereunder, and (i) such additional documents as may be reasonably required by the Title Company in or to consummate the transactions hereunder (provided the same do not increase in any material respect the costs to, or liability or obligations of, Buyer in a manner not otherwise provided for herein).

5.4 Escrow Holder's Actions. Upon receipt of the items described in Sections 5.1, 5.3 and 5.3 above, Escrow Holder shall take the following actions: (a) wire the amounts, if any, 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 DDA, Deed, the Seller Trust Deed, Lease Assignment Agreement, Angels Commitment Agreement, Convention Center Parking License Agreement, ARTIC Agreement, Well Site Agreement, Utility Easement Agreement and Cancellation of Sportstown Declaration (in that order) in the Official Records, (d) cause the Title Company to issue the Title Policy, and deliver the same to Buyer, (e) file all information returns required under Section 6045 of the Internal Revenue Code and take all other reporting actions as may be required in connection therewith, (f) deliver one (1) original of the Seller Note to Seller, (g) deliver three (3) originals to Seller and one (1) original to Buyer of each of the Bill of Sale, the Assignment of Leases and Contracts, the General Assignment, the DDA, the Lease Assignment Agreement, the Convention Center Parking License Agreement, the ARTIC Agreement, the Well Site Agreement, the Utility Easement Agreement and the Cancellation of Sportstown Declaration, (h) deliver to each of Seller and Angels Baseball one (1) original of each of the Angels Commitment Agreement, the Mutual Release and the 2016 Traffic Agreement Termination, and (i) deliver to Seller and Buyer conformed electronic copies of the recorded Deed.

5.5 Closing Costs; Prorations. Seller shall pay (a) the premium for the Title Policy to the extent attributable to standard CLTA coverage, (b) the premium for any endorsement to the Title Policy Seller agrees to pay pursuant to Section 4.9.2, (c) the cost to record the Deed, and (d) one-half (1/2) of Escrow Holder's fees (except in the event of failure of Closing to occur due to a default by Buyer, in which case Buyer shall be solely responsible for all Escrow charges). Buyer shall pay (i) the premium for the Title Policy to the extent in excess of the premium attributable to standard CLTA coverage, (ii) the premium for any endorsements to the Title Policy other than those endorsements Seller agrees to pay pursuant to Section 4.9.2, (iii) any and all transfer taxes due or owing in connection with the conveyance of the Property from Seller to Buyer, (iv) one-half (1/2) of Escrow Holder's fees (except in the event of failure of Closing to occur due to a default by Seller, in which case Seller shall be solely responsible for all Escrow charges), (v) the cost to record the Seller Trust Deed, and (vi) all fees, costs or expenses in connection with Buyer's inspections, including any new surveys of the Real Property or updates of existing surveys. Any other closing costs shall be allocated in accordance with local custom in Orange County, California. Seller and Buyer shall pay their respective legal fees. Income and expenses of the

Property shall be prorated in accordance with local customs in Orange County, California (to the extent such customs are not inconsistent with the terms of this Agreement) or the Lease.

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

6. Casualty and Condemnation.

6.1 Casualty. If after the Restated Effective Date, but prior to the Closing, the Real Property is damaged or destroyed by any casualty, Seller shall have no obligation to repair or restore any such damage or destruction and Buyer shall proceed with the consummation of the transaction contemplated by this Agreement without any reduction in the Purchase Price, and Seller shall assign its rights to insurance proceeds, if any, to Buyer (and in such event, Seller shall not compromise, settle or adjust any claims without Buyer's consent). Notwithstanding the foregoing, in the event Seller's licensed architect or general contractor estimates that the uninsured costs to restore or repair such casualty (the "**Repair Estimate**") is likely to exceed \$2,000,000, 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 shall be returned to Buyer by Escrow Holder and neither party shall have any further rights or obligations hereunder except for those provisions (including this provision) that expressly survive a termination of this Agreement.

6.2 Condemnation. If after the Restated Effective Date, but prior to the Closing, any material portion of the Land or the Improvements is taken pursuant to eminent domain proceedings not initiated by Seller, or any proceeding is initiated for such a taking, Buyer shall have the right to terminate this Agreement, or to terminate with respect to such portion, by giving written notice thereof to Seller within ten (10) business days after receiving notice of such condemnation. As used herein, "**material**" means a value of not less than \$2,000,000. If Buyer fails to give written notice of termination to the Seller within said ten (10) business day period, then this Agreement shall remain in full force and effect, Buyer and Seller shall close this transaction as provided herein without any reduction in the Purchase Price, and upon Closing, Seller shall assign and/or transfer to Buyer, effective on the Closing, all of Seller's right, title and interest to any award allocated to such taking. In such event, Seller shall not compromise, settle or adjust any claims without the prior written consent of Buyer, not to be unreasonably withheld. In the event this Agreement is terminated with respect to all or a portion of the Property pursuant to this Section, the Escrow Deposit shall be returned to Buyer by Escrow Holder and neither party hereto shall have any further obligation in connection with the portion of the Property for which this Agreement is terminated, except under those provisions (including this provision) that expressly survive a termination of this Agreement.

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

7. Representations and Warranties and Covenants.

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

7.1.1 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. Upon execution and delivery of this Agreement by Seller, this Agreement shall constitute the valid and binding obligation of Seller, enforceable against Seller in accordance with its terms. The execution, delivery and performance of this Agreement do not, and the consummation of the transaction contemplated hereby will not, violate the organizational documents, or other agreements made by or binding upon, Seller.

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

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

7.1.4 The rent roll and the copies of the Other Leases provided by Seller to Buyer in the Records (meaning, for the purpose of this paragraph, the documents made available by Seller to Buyer prior to September 1, 2020 in the virtual dataroom known as the Husch Blackwell Collaboration Center) are true, correct and complete in all material respects and are the ones used by Seller in the ordinary course of its business with respect to the Property. Except for and as provided in the Form Title Commitment and in any subleases, licenses or other agreements entered into by Buyer, there are no other leases, licenses or other agreements for use or occupancy of any portion of the Property that will be in force after the Closing and no person or entity other than Seller and Angels Baseball is in or entitled to possession of the Real Property and Improvements. There are no commissions or tenant improvement cost obligations in connection with the Other Leases or the Property for which Seller is now responsible and for which Buyer will be responsible from and after the Closing.

7.1.5 To Seller's knowledge, Seller has not received or given any written notice of any violation with respect to the Property of applicable law (excluding Environmental Laws (as defined in Section 7.1.7 below)), except to the extent such violation has been cured. To Seller's knowledge, Seller has received no written notice that the Property is in violation of any easement, covenant, condition, restriction or similar provision in any instrument or record or other unrecorded agreement affecting the Property.

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

7.1.7 To Seller's knowledge, and except as Seller has otherwise disclosed to Buyer in the Records, Seller has not received written notice of, and does not otherwise have knowledge of (a) any material violation of Environmental Laws concerning the Property, or (b) the presence or release of Hazardous Materials on or from the Property that would give rise to any obligation to report, monitor or remediate or which would reasonably be likely to pose a material threat to the

environment or person or property. “**Environmental Laws**” shall mean any and all presently existing federal, state and local laws (whether under common law, statute, rule, regulation or otherwise), requirements under permits issued with respect thereto, and other requirements of any federal, state or local governmental agency, court, board, bureau or other authority having jurisdiction with respect to or relating to the environment, to any Hazardous Materials or to any activity involving Hazardous Materials and shall include, without limitation, all UST Laws, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. Section 9501, et seq.) the Federal Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et seq.) and all amendments thereto in effect as of the Closing Date.

7.1.8 To Seller’s knowledge, as of the Restated Effective Date, the copies of the Contracts (meaning, for the purpose of this paragraph, the documents made available by Seller to Buyer prior to September 1, 2020 in the virtual dataroom known as the Husch Blackwell Collaboration Center) are true, correct and complete in all material respects and are the only management, service or other similar contractual obligations to which Seller is a party relating solely to the operation or maintenance of the Real Property and, to Seller’s knowledge, Seller is not in breach of, or default under, any Contract.

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

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

Notwithstanding any contrary provision of this Agreement, if during the pendency of this Agreement prior to Closing Seller discloses any matter that makes any of Seller’s representations and warranties untrue in any material respect that is not attributable to a Seller breach of any of its obligations under this Agreement, or in the event that Buyer otherwise becomes aware during the pendency of this Agreement prior to Closing of any matter that makes any of Seller’s representations or warranties untrue in any material respect that is not attributable to a Seller breach of any of its obligations under this Agreement, such representations and warranties shall be deemed modified to reflect such matters and Seller shall bear no liability for such matters, but Buyer shall have the right to elect in writing within five (5) business days after becoming aware of any such matter, but in no event later than the Closing Date, (a) to terminate this Agreement, in which event the provisions of Section 4.15 shall apply, 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 survive the Closing for a period of nine (9) months. Notwithstanding the foregoing, if Buyer acquires the Property with actual knowledge of an untrue or incorrect representation or warranty, then upon the Closing, Buyer shall be deemed to have fully and unconditionally waived and released any and

all Claims whatsoever with respect to such untrue or incorrect representation or warranty. The provisions of the preceding sentence shall survive Closing or any termination of this Agreement.

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

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

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

7.3.2 OFAC. (a) Buyer is in compliance with the requirements of Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 23, 2001) (the "**Order**") and other similar requirements contained in the rules and regulations of the Office of Foreign Assets Control, Department of the Treasury ("**OFAC**") and in any enabling legislation or other executive orders or regulations in respect thereof (the Order and such other rules, regulations, legislation, or orders are collectively called the "**Orders**"), and (b) neither Buyer, nor any beneficial owner of Buyer, is (i) listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Order and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders (such lists are collectively referred to as the "**Lists**"), (ii) a person who has been determined by competent authority to be subject to the prohibitions contained in the Orders, or (iii) owned or controlled by, or acts for or on behalf of, any person on the Lists or any other person who has been determined by competent authority to be subject to the prohibitions contained in the Orders. In the event Buyer obtains actual knowledge that Buyer or any of its beneficial owners becomes listed on the Lists, then (A) Buyer shall immediately notify Seller in writing, and (B) Buyer shall immediately remove such party from any interest in Buyer.

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

7.3.4 Value Protection; Property Rights. To the extent that substantial development of the Property, other than portions intentionally retained as undeveloped or lightly developed (e.g., surface parking lots), has not been completed in accordance with the Vesting Tentative Map and

the DDA by the expiration of the term of the DDA, then, following the termination or expiration of the DDA, Seller shall have the right to purchase such portion of the Property as is then owned by Buyer (or any of its Affiliates (as defined in Section 14.4 below)) for its then fair market value, as may be adjusted for the value of any encumbrances or impositions, if any, Buyer committed to implement pursuant to the DDA, but which encumbrances were not implemented. Pursuant to Section 7.3.6 below, this provision shall survive the Closing and the terms of this provision shall be incorporated by reference in a recorded document and run with the land.

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

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

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

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

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

to the condition of the Property, and/or to terminate this Agreement as a result thereof. This provision shall survive the Closing.

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

11.1 AS-IS, WHERE-IS. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN SECTION 7.1 ABOVE, BUYER ACKNOWLEDGES AND AGREES THAT (A) THE SALE OF THE PROPERTY HEREUNDER IS AND WILL BE MADE ON AN “AS IS, WHERE IS, WITH ALL FAULTS” BASIS, WITH BUYER ASSUMING THE PROPERTY IN SUCH CONDITION AND AGREEING THAT SELLER SHALL NOT HAVE ANY RESPONSIBILITY FOR THE CONDITION OF THE PROPERTY (OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE REPAIR OF ANY PORTION OF THE PROPERTY AND/OR FOR THE CONSTRUCTION OF ANY IMPROVEMENTS), (B) SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE OF, AS TO, CONCERNING OR WITH RESPECT TO THE PROPERTY OR ANY OTHER MATTER WHATSOEVER (INCLUDING, WITHOUT LIMITATION ANY REPRESENTATIONS OR WARRANTIES REGARDING ANY HAZARDOUS MATERIALS IN, ON, UNDER OR ABOUT THE PROPERTY OR THE CONSTRUCTION OF ANY IMPROVEMENTS), (C) BUYER HAS CONFIRMED INDEPENDENTLY ALL INFORMATION THAT IT CONSIDERS MATERIAL TO ITS PURCHASE OF THE PROPERTY OR THE TRANSACTION CONTEMPLATED HEREBY (INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE REAL PROPERTY AND TITLE TO THE PROPERTY), (D) BUYER IS A SOPHISTICATED BUYER AND ACKNOWLEDGES THAT TO THE FULLEST EXTENT AT LAW, SELLER SHALL NOT BE RESPONSIBLE FOR ANY MATTERS AFFECTING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY REMEDIATION OF ANY HAZARDOUS MATERIALS OR CONSTRUCTION OF ANY IMPROVEMENTS OR OTHERWISE WITH RESPECT TO THE PROPERTY, AND (E) ANY INFORMATION PROVIDED WITH RESPECT TO THE PROPERTY IS SOLELY FOR BUYER’S CONVENIENCE AND SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF THE SAME. AS USED HEREIN, “**HAZARDOUS MATERIALS**” MEANS ANY HAZARDOUS, TOXIC OR DANGEROUS WASTE, SUBSTANCE OR MATERIAL, POLLUTANT OR CONTAMINANT, AS DEFINED FOR PURPOSES OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980 (42 U.S.C. SECTION 9601 ET SEQ.), AS AMENDED, OR THE RESOURCE CONSERVATION AND RECOVERY ACT (42 U.S.C. SECTION 6901 ET SEQ.), AS AMENDED, OR ANY OTHER LAWS, OR ANY SUBSTANCE WHICH IS TOXIC, EXPLOSIVE, CORROSIVE, FLAMMABLE, INFECTIOUS, RADIOACTIVE, CARCINOGENIC, MUTAGENIC, OR OTHERWISE HAZARDOUS, OR ANY SUBSTANCE WHICH CONTAINS GASOLINE, DIESEL FUEL OR OTHER PETROLEUM HYDROCARBONS, POLYCHLORINATED BIPHENYLS (PCBS), OR RADON GAS, UREA FORMALDEHYDE, ASBESTOS OR LEAD.

11.2 RELEASE. AS A MATERIAL PART OF THE CONSIDERATION TO SELLER FOR THE SALE OF THE PROPERTY, AS OF THE CLOSING, BUYER WAIVES, RELEASES, AND ACQUITS AND SHALL DEFEND SELLER AND SELLER’S COUNCILS,

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

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

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

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

_____ BUYER’S INITIALS

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

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

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

12. Default; Remedies.

12.1 Default by Seller. In the event the Closing fails to occur due to a default by Seller hereunder including, without limitation, Seller's breach of a Seller representation or warranty under Section 7.1, Seller's repudiation of this Agreement, the DDA or the Master Site Plan, Seller's abuse of its discretion with respect to its exercise of approval authority under Sections 4.4 and 4.7, or Seller's failure to use good faith efforts to perform any of its obligations under Section 4.9, and Seller fails to cure such default within five (5) business days after written notice from Buyer describing such default (except for a default with respect to Seller's exercise of its approval authority with respect to Sections 4.4 and 4.7, for which Seller shall have ninety (90) calendar days after Buyer's notice to cure such default), and provided that all obligations of Buyer that, pursuant to the terms of this Agreement, were to have been performed by Buyer prior and as conditions precedent to Seller's performance of Seller's defaulted obligation, have been performed, Buyer's sole and exclusive remedy shall be to either (a) terminate this Agreement, obtain the return of the Escrow Deposit and collect Buyer's Transaction Costs, not to exceed \$5,000,000 (in addition to attorneys' fees), or (b) bring an action for specific performance, provided that such action is commenced within sixty (60) days after Seller's alleged default, and further provided that if specific performance is not granted by the court, Buyer shall be entitled to recover the entire Escrow Deposit and its actual damages suffered as a result of Seller's default. The provisions of this Section 12.1 shall survive the termination of this Agreement.

12.2 Default by Buyer. In the event the Closing fails to occur due to a default by Buyer hereunder, including, without limitation, Buyer's breach of a Buyer representation or warranty under Section 7.2, provided Buyer has failed to cure such default within five (5) business days after written notice from Seller describing such default, and provided that all obligations of Seller that, pursuant to the terms of this Agreement, were to have been performed by Seller prior and as conditions precedent to Buyer's performance of Buyer's defaulted obligation, have been performed, Seller's sole and exclusive remedy shall be to either (a) terminate this Agreement in which event the entire Escrow Deposit shall be released by Escrow Holder to Seller and retained by Seller as liquidated damages as a reasonable estimate of Seller's actual damages (provided Buyer shall remain liable for indemnification claims or for of any fraud by Buyer), or (b) bring an action for specific performance, provided that such action is commenced within sixty (60) days after Buyer's alleged default. This provision shall survive the termination of this Agreement.

13. Limit on Liability. Notwithstanding anything to the contrary contained herein, 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. The parties agree that parol evidence shall not be admitted into evidence or considered in interpreting this Agreement. This Agreement may be amended only by a written agreement executed by all parties. In no event shall any draft of this Agreement create any obligations or liabilities, it being intended that only a fully executed and delivered copy of this Agreement will bind the parties hereto. In no event shall this Agreement be recorded without the prior written consent of Seller, but the Memorandum shall be recorded as provided in Section 3.2. Buyer agrees that in no event shall it file any lis pendens against the Real Property in connection herewith except in accordance with bringing an action for specific performance as provided herein. This Agreement does not and shall not be construed to create a partnership, joint venture or any other relationship between the parties hereto, except the relationship of the seller and buyer specifically established hereby.

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

14.4 Delegation. The City of Anaheim City Manager shall have the authority to implement and enforce this Agreement on behalf of Seller; provided, however, that (i) in no event shall the City Manager (or designee) have the authority, without City Council approval or express delegation of authority, to approve substantive amendments to this Agreement that materially increase Seller’s obligations or materially impair or jeopardize its rights hereunder; (ii) in no event shall the City Manager (or designee) have the authority, without City Council approval or express delegation of authority, to approve waivers that materially impair or jeopardize Seller’s rights hereunder; (iii) the City Manager (or designee) shall have the right, even if he or she has the authority to act hereunder without seeking City Council approval, to seek such approval, and in such event City shall not be deemed to be in default hereunder; and (iv) the City Attorney's approval shall also be required with respect to (A) the form and content of any agreement, estoppel certificate, or other document approved by the City Manager or his or her designee, (B) whether the City Manager's and/or his/her designee's approval is consistent with the terms and conditions set forth in this Agreement, including without limitation the provisions of clauses (i) and (ii) above, and (C) whether the City Manager and/or his/her designee has the authority under this Agreement and applicable law to grant or provide such approval. Other than those actions which, pursuant to applicable law, cannot be taken without further action on the part of the City Council, the City

Manager shall have authority, without any further action on the part of the City Council, to take such action as may be necessary or appropriate to perform the obligations of Seller under Section 4.9. This Section shall not be deemed to modify any other provisions of this Agreement and shall not excuse any obligation of Seller under this Agreement or any deadlines for such performance set forth in this Agreement.

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

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

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

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

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

shall operate as a waiver of default of this Agreement or shall prevent the exercise of any right by such party.

14.10 Initiative Measures; Cooperation in the event of Challenge. Should an initiative, measure, moratorium, referendum, statute, ordinance, or other limitation be enacted by the citizens of Anaheim which would prevent the consummation of all or any part of the transaction contemplated herein, and to the extent such initiative, measure, moratorium, referendum, statute, ordinance or other limitation be determined by a court of competent jurisdiction to invalidate or prevail over all or any part of this Agreement, Buyer shall have no recourse against Seller hereunder, but Buyer shall be entitled to the return of the Escrow Deposit from Escrow Holder and Seller shall reimburse Buyer for Buyer's Transaction Costs, not to exceed \$2,500,000, and Buyer shall retain all other rights, claims and causes of action under this Agreement not so invalidated and any and all other rights, claims and causes of action at law or in equity which Buyer may have independent of this Agreement. The foregoing shall not be deemed to limit Buyer's right to appeal any such determination that such initiative, measure, referendum, statute, ordinance or other limitation invalidates or prevails over all or any part of this Agreement. Seller agrees to cooperate with Buyer in all reasonable manners in order to keep this Agreement in full force and effect, provided Buyer shall reimburse Seller for its out-of-pocket expenses incurred directly in connection with such cooperation and Seller shall not be obligated to institute a lawsuit or other court proceedings in this connection. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, or any approvals issued by Seller in furtherance of this Agreement, the parties hereby agree to cooperate fully with each other in defending said action and the validity of each provision of this Agreement, however, Buyer shall be liable for all legal expenses and costs incurred in defending any such action. Buyer shall be entitled to choose legal counsel reasonably acceptable to Seller to defend against any such legal action, and shall pay any attorneys' fees awarded against Seller or Buyer, or both, resulting from any such legal action. Buyer shall be entitled to any award of attorneys' fees arising out of any such legal action. Any proposed settlement of such action shall be subject to Seller's approval, in its reasonable discretion. If neither Buyer nor Seller elects to defend against such action, Buyer shall remain liable for legal expenses and costs to the extent provided in this Section.

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

14.12 Seller Acting in Proprietary Capacity. Seller is entering into this Agreement in its proprietary capacity only, notwithstanding the parties' expectation that Seller, acting in its governmental capacity, may be called upon to take certain actions contemplated by this Agreement. In no way is Seller's execution of this Agreement an implied or actual waiver of, or limitation on, any of Seller's rights, discretion, authorities or obligations, acting in its governmental capacity, including but not limited to Seller's responsibilities under CEQA. Seller, acting in its governmental capacity, shall have no obligation to exercise its approval rights until it has completed all applicable environmental reviews and made all required findings with respect thereto. This Section shall not be deemed to modify any other

provision of this Agreement and shall not excuse any breach or default by Seller, acting in its proprietary capacity, of any other provisions of this Agreement.

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

[END OF TEXT; SIGNATURES ON FOLLOWING PAGE]

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

SELLER:

CITY OF ANAHEIM,
a municipal corporation and charter city

By: _____
Name: _____
Title: _____

Attest:

Theresa Bass, City Clerk

Approved as to Form:

Robert Fabela, City Attorney

Date of Execution: _____, 2020

BUYER:

SRB MANAGEMENT COMPANY, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

ESCROW HOLDER'S ACKNOWLEDGEMENT

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

Dated: _____, 2020

ESCROW HOLDER:

Fidelity National Title Insurance

By: _____

Name: _____

Its: _____

EXHIBIT LIST

EXHIBIT LIST

Exhibit "A-1"	-	Legal Description of Land
Exhibit "A-2"	-	Other Leases and Contracts
Exhibit "A-3"	-	Contracts Subject to Termination
Exhibit "B-1"	-	Form of Seller Note
Exhibit "B-2"	-	Form of Seller Trust Deed
Exhibit "C"	-	Form of Deed
Exhibit "D"	-	Form of Bill of Sale
Exhibit "E"	-	Form of Assignment of Leases and Contracts
Exhibit "F"	-	Form of General Assignment
Exhibit "G"	-	Form of Memorandum
Exhibit "H"	-	DDA
Exhibit "I"	-	Form of Lease Assignment Agreement
Exhibit "J"	-	Form of Mutual Release
Exhibit "K"	-	Form of Angels Commitment Agreement
Exhibit "L"	-	Form of Title Binder
Exhibit "M"	-	Form of Restated Stadium Gateway Parking License
Exhibit "N"	-	Form of ARTIC Agreement
Exhibit "O"	-	Form of Well Site Agreement
Exhibit "P"	-	Form of Utility Agreement
Exhibit "Q"	-	Former Rail Spur Paving Plans
Exhibit "R"	-	Form of 2016 Traffic Agreement Termination
Exhibit "S"	-	Form of Convention Center Parking License Agreement
Exhibit "T"	-	Form of Cancellation of Sportstown Declaration
Exhibit "U"	-	Title Endorsements
Exhibit "V"	-	Annexation Petition

SCHEDULE LIST

Schedule 3.1	-	Items for Approval by Anaheim City Council
Schedule 3.3	-	Purchase Price Credits
Schedule 4.4	-	Proposed Conditional Use Permit Uses

EXHIBIT "A-1"

LEGAL DESCRIPTION OF LAND

[SUBJECT TO MODIFICATION]

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ANAHEIM, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

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

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

PARCEL 2:

INTENTIONALLY DELETED

PARCEL 3:

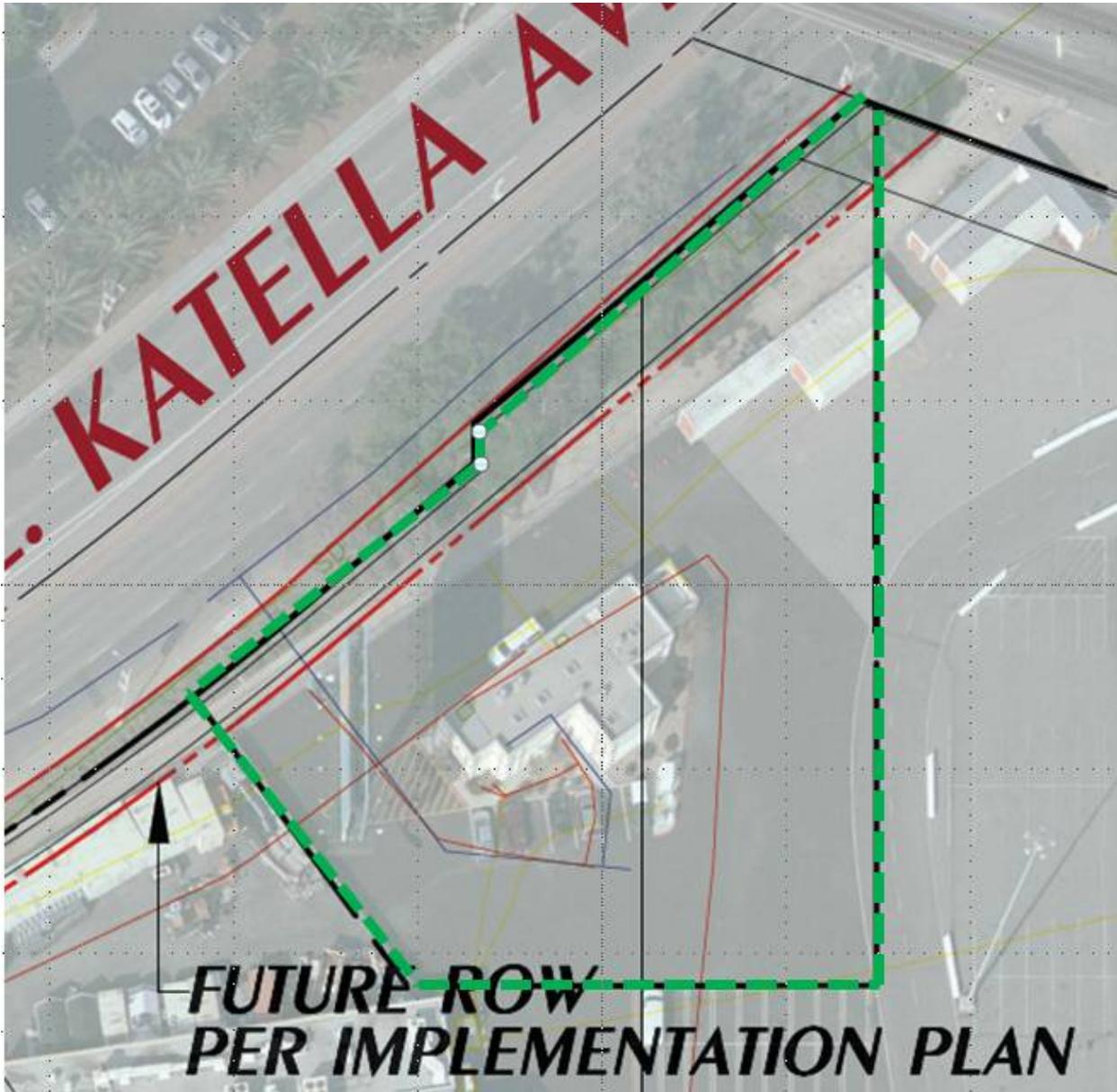
THAT PORTION OF LOT 3 OF TRACT NO. 71, AS PER MAP RECORDED IN BOOK 10, PAGE 22 OF MISCELLANEOUS MAPS, IN THE OFFICE OF SAID COUNTY RECORDER, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTH 667.79 FEET OF SAID LOT, NORTH 89°59'00" EAST 272.10 FEET FROM THE INTERSECTION OF SAID LINE WITH A LINE WHICH IS PARALLEL WITH AND EASTERLY 781.9 FEET, MEASURED AT RIGHT ANGLES FROM THE WEST LINE OF SAID LOT; THENCE SOUTH 89°59'00" WEST 139.13 FEET, ALONG SAID NORTH LINE TO A POINT ON THE SOUTHEASTERLY LINE OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY'S 30.00 FOOT WIDE RIGHT OF WAY AS DESCRIBED IN A DEED RECORDED JUNE 17, 1960 IN BOOK 5292, PAGE 508 OF OFFICIAL RECORDS, SAID SOUTHEASTERLY LINE BEING A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 374.26 FEET, A RADIAL TO SAID POINT BEARS SOUTH 16°17'15" EAST; THENCE NORTHEASTERLY 283.43 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 43°23'25" TO A POINT OF CUSP WITH A COMPOUND CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 3672.29 FEET; THENCE SOUTHWESTERLY 61.23 FEET ALONG SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 00°57'19"; THENCE SOUTH 31°16'19" WEST 8.53 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 344.26 FEET; THENCE SOUTHERLY 119.12 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°49'13" TO THE POINT OF BEGINNING.

APN: 083-270-47 (PORTION)

EXCLUDING THEREFROM:

WATER WELL SITE: The land adjacent to Katella Avenue and improvements thereon (excepting the existing billboard), as shown below within the heavy dashed green lines;



AND FURTHER EXCLUDING THEREFROM:

FIRE STATION SITE: The land adjacent to State College Boulevard and improvements thereon shown on the following site plan [to be attached].

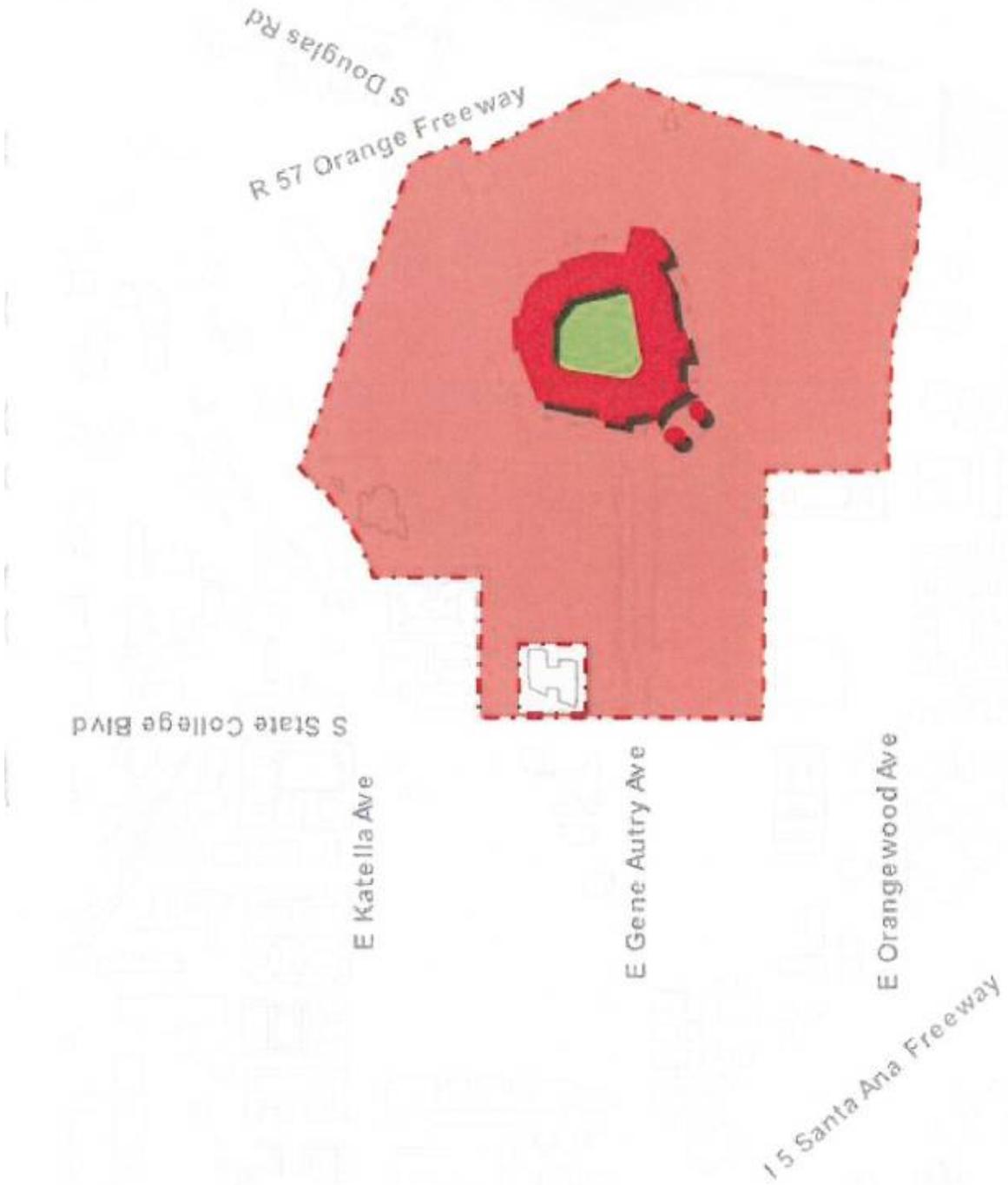


EXHIBIT "A-2"

OTHER LEASES AND CONTRACTS

Catch

Parking and Valet License Agreement dated 10-1-10
Consent to Parking and Valet License Agreement dated 10-1-10
Letter dated 6-13-12 re parking plan

Grove

Grove of Anaheim Concessions Agreement dated 10-24-02
Letter dated 5-31-05 re extension
Amendment to Agreement dated 5-26-09
Second Amendment to Agreement dated 7-10-12
Third Amendment to Agreement dated 6-16-15
Parking License Agreement dated 9-1-97 recorded as Instrument No. 1997-0672348
Letter agreement dated 10-6-98
Letter agreement dated 2-14-00
Assignment and Assumption and First Amendment to Parking License Agreement dated 11-19-02 recorded as Instrument No. 2002-001079379
Amendment to Agreement dated 5-26-09
Third Amendment to Parking License Agreement dated 6-16-15

Stadium Gateway

Parking Agreement dated 4-7-00 recorded as Instrument No. 2000-0183506
Letter dated 9-12-02
(as amended and restated pursuant to Section 4.9.5)

EXHIBIT "A-3"

CONTRACTS SUBJECT TO TERMINATION

[None]

EXHIBIT "B-1"

FORM OF SELLER NOTE

EXHIBIT "B-2"

FORM OF SELLER TRUST DEED

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 any instruments and agreements recorded 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.

[END OF TEXT; SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned hereby executes this instrument effective as of the _____ day of _____, 202__.

GRANTOR:

CITY OF ANAHEIM,
a municipal corporation and charter city

By: _____
Name: _____
Title: _____

Attest:

Theresa Bass, City Clerk

Approved as to Form:

Robert Fabela, City Attorney

Date of Execution: _____, 202__

EXHIBIT ONLY – DO NOT SIGN

INSERT SCHEDULE “1” (LEGAL DESCRIPTION OF LAND)

INSERT APPLICABLE ACKNOWLEDGEMENTS

EXHIBIT "D"

FORM OF BILL OF SALE

QUITCLAIM BILL OF SALE

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

This Quitclaim Bill of Sale ("**Quitclaim Bill of Sale**") is given pursuant to that certain Amended and Restated 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 _____, 202__.

SELLER:

CITY OF ANAHEIM,
a municipal corporation and charter city

By: _____
Name: _____
Title: _____

Attest:

Theresa Bass, City Clerk

Approved as to Form:

Robert Fabela, City Attorney

Date of Execution: _____, 202__

BUYER:

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

By: _____
Name: _____
Title: _____

EXHIBIT ONLY – DO NOT SIGN

EXHIBIT “E”

FORM OF ASSIGNMENT OF LEASES AND CONTRACTS

ASSIGNMENT OF LEASES AND CONTRACTS

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

RECITALS

A. Assignor is the owner of approximately 153 acres of contiguous real property in Anaheim, California, upon which is located, among other improvements, an approximately 45,000 seat stadium located at 2000 East Gene Autry Way and currently referred to as “Angel Stadium of Anaheim”, an approximately 1,700 person capacity performance venue located at 2200 East Katella Boulevard and currently referred to as “City National Grove of Anaheim,” and surface parking lots (collectively, the “**Real Property**”);

B. Angels Baseball LP, a California limited partnership (“**Angels Baseball**”), is a tenant of a portion of the Real Property pursuant to that certain Amended and Restated Lease Agreement, dated as of May 15, 1996 (the “**Original Lease**”), between Seller and The California Angels L.P., a California limited partnership, which previously entered into the Original Lease and later assigned its rights as tenant under the Original Lease to Angels Baseball, as amended by that certain First Amendment to Amended and Restated Lease Agreement, dated as of September 4, 2013, and by that certain Second Amendment to Amended and Restated Lease Agreement, dated January 18, 2019 (collectively, the “**Angels Lease**”);

C. Assignor and Assignee have entered into an Amended and Restated Purchase and Sale Agreement (the “**Purchase Agreement**”), dated as of _____, 202_, whereby Assignor has agreed to sell, and Assignee has agreed to purchase, the Real Property and appurtenant or related rights, entitlements, leases, contracts and personal property (collectively, the “**Property**”);

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

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

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

1. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Other Leases and the Contracts, in each case to the extent remaining in effect subsequent to the Closing (as defined in the Purchase Agreement).
2. Assignee hereby accepts this Assignment and assumes and agrees to perform and discharge all of the duties, obligations and liabilities of Assignor under the Other Leases and Contracts arising from and after the Closing.
3. Pursuant to and as further set forth in the Purchase Agreement, Assignor's interests in the Other Leases and the Contracts are hereby accepted by Assignee "**AS IS, WHERE IS, WITH ALL FAULTS,**" without any warranties or representations other than as set forth in the Purchase Agreement.
4. Assignor agrees to indemnify, defend and hold harmless Assignee from and against any and all liabilities, claims, demands, actions, causes of action, damages, losses, costs and expenses (including reasonable attorneys' fees and costs) relating to or arising from the Other Leases or the Contracts and accruing prior to the Closing. Without limiting the generality of the foregoing, Seller shall and does hereby indemnify, defend and hold Buyer harmless from and against any claim by any counterparty under any of the agreements relating to the Grove with respect to any obligation by Assignor to pay or contribute to any operating deficits or capital improvements prior to the Closing.
5. Assignee agrees to indemnify, defend and hold harmless Assignor from and against any and all liabilities, claims, demands, actions, causes of action, damages, losses, costs and expenses (including reasonable attorneys' fees and costs) relating to or arising from the Other Leases or the Contracts and accruing from and after the Closing.
6. If any party files an action to enforce or construe the provisions of this Assignment, the prevailing party shall be entitled to recover from the other party all of its costs, expenses and reasonable attorneys' fees, including on appeal, in any bankruptcy proceeding and in connection with the enforcement of any judgment. As used herein, the term "prevailing party" shall mean the party who recovers a greater relief in an action to enforce or construe the provisions of this Assignment, whether or not damages are actually awarded to such party.
7. The Purchase Agreement and all exhibits attached hereto are incorporated into this Assignment and are made a part hereof.
8. This Assignment shall be construed in accordance with and governed by the laws of the State of California.
9. The provisions of this Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.
10. This Assignment may be executed in several counterparts, and by fax or "PDF", each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[SIGNATURES FOLLOW]

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

ASSIGNOR:

CITY OF ANAHEIM,
a municipal corporation and charter city

By: _____

Name: _____

Title: _____

Attest:

Theresa Bass, City Clerk

Approved as to Form:

Robert Fabela, City Attorney

Date of Execution: _____, 202_

ASSIGNEE:

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

By: _____

Name: _____

Title: _____

SCHEDULE "A"
TO
ASSIGNMENT OF LEASES AND CONTRACTS
DESCRIPTION OF LEASES

EXHIBIT "B"
TO
ASSIGNMENT OF LEASES AND CONTRACTS

DESCRIPTION OF CONTRACTS

Catch

Parking and Valet License Agreement dated 10-1-10
Consent to Parking and Valet License Agreement dated 10-1-10
Letter dated 6-13-12 re parking plan

Grove

Grove of Anaheim Concessions Agreement dated 10-24-02
Letter dated 5-31-05 re extension
Amendment to Agreement dated 5-26-09
Second Amendment to Agreement dated 7-10-12
Third Amendment to Agreement dated 6-16-15

Parking License Agreement dated 9-1-97 recorded as Instrument No. 1997-0672348
Letter agreement dated 10-6-98
Letter agreement dated 2-14-00
Assignment and Assumption and First Amendment to Parking License Agreement dated 11-19-02 recorded as Instrument No. 2002-001079379
Amendment to Agreement dated 5-26-09
Third Amendment to Parking License Agreement dated 6-16-15

Stadium Gateway

Parking Agreement dated 4-7-00 recorded as Instrument No. 2000-0183506
Letter dated 9-12-02
(as amended and restated pursuant to Section 4.9.5)

EXHIBIT "F"

FORM OF GENERAL ASSIGNMENT

GENERAL ASSIGNMENT

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

The Assignor, as seller, and the Assignee, as buyer, have entered into an Amended and Restated Purchase and Sale Agreement, dated as of _____, 202_ (the "**Purchase Agreement**"), under the terms of which the Assignor has sold to the Assignee approximately 153 acres real property in Anaheim, California, upon which is located, among other improvements, an approximately 45,000 seat stadium located at 2000 East Gene Autry Way and currently referred to as "Angels Stadium of Anaheim", an approximately 1,700 person capacity performance venue located at 2200 East Katella Boulevard and currently referred to as "City National Grove of Anaheim," and surface parking lots (collectively, the "**Real Property**"), together with appurtenant or related rights, entitlements, leases, contracts and personal property (together with the Real Property, collectively, the "**Property**").

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

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

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

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

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

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

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

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

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

[signature page follows]

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

ASSIGNOR:

CITY OF ANAHEIM,
a municipal corporation and charter city

By: _____

Name: _____

Title: _____

Attest:

Theresa Bass, City Clerk

Approved as to Form:

Robert Fabela, City Attorney

Date of Execution: _____, 202_

ASSIGNEE:

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

By: _____

Name: _____

Title: _____

EXHIBIT “G”

FORM OF MEMORANDUM

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

(SPACE ABOVE THIS LINE FOR RECORDER’S USE)

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this “**Memorandum**”) is made as of _____, 2020, by and between CITY OF ANAHEIM, a municipal corporation and charter city under the laws of the State of California (“**Seller**”) and SRB MANAGEMENT COMPANY, LLC, a Delaware limited liability company (“**Buyer**”) with respect to that certain Amended and Restated Purchase and Sale Agreement dated as of _____, 2020 by and between Seller and Buyer (the “**Purchase Agreement**”). Capitalized terms used, but not defined, herein, shall have the respective meanings given to such terms in the Purchase Agreement.

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

SELLER:

CITY OF ANAHEIM,
a municipal corporation and charter city

By: _____

Name: _____

Title: _____

Attest:

Theresa Bass, City Clerk

Approved as to Form:

Robert Fabela, City Attorney

Date of Execution: _____, 2020

BUYER:

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

By: _____

Name: _____

Title: _____

EXHIBIT A

Legal Description of the Real Property

[TO BE INSERTED]

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

STATE OF _____)
) ss.
COUNTY OF _____)

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

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

Witness my hand and official seal.

Notary Public

(Seal)

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

STATE OF _____)
) ss.
COUNTY OF _____)

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

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

Witness my hand and official seal.

Notary Public

(Seal)

EXHIBIT "H"

DDA

EXHIBIT "I"

FORM OF LEASE ASSIGNMENT AGREEMENT

EXHIBIT "J"

FORM OF MUTUAL RELEASE

EXHIBIT "K"

FORM OF ANGELS COMMITMENT AGREEMENT

EXHIBIT "L"

FORM OF TITLE BINDER

EXHIBIT "M"

FORM OF RESTATED STADIUM GATEWAY PARKING LICENSE

EXHIBIT "N"

FORM OF ARTIC AGREEMENT

EXHIBIT "O"

FORM OF WELL SITE AGREEMENT

EXHIBIT "P"

FORM OF UTILITY AGREEMENT

EXHIBIT "R"

FORM OF 2016 TRAFFIC AGREEMENT TERMINATION

EXHIBIT "S"

FORM OF CONVENTION CENTER PARKING LICENSE AGREEMENT

EXHIBIT "T"

FORM OF CANCELLATION OF SPORTSTOWN DECLARATION

EXHIBIT "U"

TITLE ENDORSEMENTS

ALTA endorsements in their 2006 forms, without exceptions unless otherwise expressed provided in the following: 9.2, 9.8 (with respect to any improvements thereafter constructed on any portion of the Real Property), 9.9 (with respect to any private rights then affecting the Real Property), 17 (with respect to each of Katella, State College and Oranewood), 17.1 (with respect to access to Katella via Douglass Road), 17.2 (with respect to all utilities), 18.2 (with respect to all parcels of the Real Property), 19 (with respect to all parcels of the Real Property and along all boundaries thereof shown on the most recent ALTA survey issued on or prior to the date hereof), 22.1 (with respect to the Stadium and The Grove), 25 (with respect to then final form of ALTA survey), 28 (with respect to any easements then affecting the Real Property), 28.1 (with respect to then-existing improvements), 28.3 (with respect to any improvements thereafter constructed on any portion of the Real Property, but only with respect to the Utility Agreement), 35.1 (with respect to then-existing improvements), 35.3 (with respect to any improvements thereafter constructed), 39 (lack of signatures), 41.1 (with respect to then-existing improvements), and 41.3 (with respect to any improvements thereafter constructed on any portion of the Real Property).

EXHIBIT "V"

ANNEXATION PETITION

SCHEDULE 3.1

ITEMS FOR APPROVAL BY ANAHEIM CITY COUNCIL

1. The Agreement;
2. the [SCEA];
3. the DDA, including the Master Site Plan as appended thereto;
4. the Angels Commitment Agreement;
5. the Lease Assignment Agreement;
6. the Mutual Release (as defined in Section 5.1.3);
7. the Seller Note (as defined in Section 3.3(a));
8. the Seller Trust Deed (as defined in Section 3.3(a));
9. Convention Center Parking License Agreement (see Exhibit "S");
10. the Well Site Agreement (as defined in Section 5.1.8);
11. the ARTIC Agreement (as defined in Section 5.1.7);
12. the Utility Easement Agreement (as defined in Section 5.1.9);
13. authorization to amend certain financing documents to remove Exceptions 33 and 34 from the Form Title Commitment (as set forth in Section 4.9.1);
14. authorization for filing the Annexation Petition (as defined in Section 4.9.7).

SCHEDULE 3.3

PURCHASE PRICE CREDITS

SCHEDULE 4.4

PROPOSED CONDITIONAL USE PERMIT USES