

## SECOND AMENDMENT TO AMENDED AND RESTATED LEASE AGREEMENT

This SECOND AMENDMENT TO AMENDED AND RESTATED LEASE AGREEMENT (this “**Second Amendment**”) is made and entered into for reference purposes as of January \_\_\_, 2019 by and between the **CITY OF ANAHEIM**, a charter city and a municipal corporation (“**Landlord**”) and **ANGELS BASEBALL LP**, a California limited partnership (“**Tenant**”).

### RECITALS

- A. Landlord and The California Angels L.P., a California limited partnership, as tenant previously entered into that certain Amended and Restated Lease dated May 15th, 1996 ( the “**Original Lease**”), as amended by First Amendment to Amended and Restated Lease Agreement dated September 4, 2013 (the “**First Amendment**”); by assignment, the rights as tenant under the Original Lease and First Amendment are now held by Tenant. All references in the Original Lease or any other agreement to the “Lease” shall mean the Original Lease, as previously so assigned and amended, and as modified, amended, supplemented and confirmed by this Second Amendment.
- B. Landlord and Tenant desire to amend certain terms of the Original Lease and First Amendment.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby amend the Original Lease and First Amendment as follows:

1. Tenant Exercise of Option. Both Tenant and Landlord hereby agree that Tenant’s October 15, 2018 election to exercise its option pursuant to Section 5 of the Original Lease, as amended by the First Amendment, is hereby rescinded, null and void, and of no effect.
2. Termination Right. The parties agree that the first sentence of Section 5 of the Original Lease (entitled “**Termination**”), as amended by the First Amendment, is deleted and replaced with the following: “Tenant shall have the option to terminate this Lease at any time, without cause, to be effective no later than December 31, 2020.”
3. Timing of Surrender. In the event that Tenant elects to terminate the Lease pursuant to this Amendment, Tenant will have ninety (90) days following the final day of the Lease term to vacate the Stadium and conclude all business therein in compliance with all terms of the Original Lease, as amended.
4. Miscellaneous. Except as expressly amended by this Second Amendment, the Original Lease as amended by the First Amendment remains unchanged and in full force and effect, and Tenant and Landlord hereby ratify all of the provisions, covenants and conditions of the Original Lease, and such provisions, covenants and conditions shall be deemed to be incorporated herein.

This Second Amendment may be executed simultaneously in two or more counterparts, by facsimile or .pdf copy, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

TENANT:

ANGELS BASEBALL LP,  
a California limited partnership:

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

\_\_\_\_\_  
Date

LANDLORD:

CITY OF ANAHEIM,  
a charter city and a municipal corporation

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

\_\_\_\_\_  
Date

ATTEST:

By: \_\_\_\_\_  
Linda Andal  
City Clerk

Date: \_\_\_\_\_

APPROVED AS TO FORM:

ROBERT FABELA, CITY ATTORNEY

By: \_\_\_\_\_  
Robert Fabela,  
City Attorney

Date: \_\_\_\_\_