

HONDA CENTER

AMENDED AND RESTATED

FACILITY MANAGEMENT AGREEMENT

This Amended and Restated Facility Management Agreement (this “**Agreement**”) dated for reference purposes as of July 1, 2022 and is effective as of the “**Amendment Effective Date**” (as defined), amends and restates in its entirety that certain Facility Management Agreement dated as of December 16, 2003 as amended by that certain First Amendment to Facility Management Agreement dated as of June 20, 2006, that certain Second Amendment to Facility Management Agreement dated as of July 15, 2009, and that certain Amended and Restated Third Amendment to Facility Management Agreement dated as of November 20, 2018 (the “**Prior Agreement**”) is entered into between the **CITY OF ANAHEIM**, a municipal corporation and charter city under the laws of the State of California (“**Owner**”), and **ANAHEIM ARENA MANAGEMENT, LLC**, a California limited liability company (“**Manager**”), with reference to the following facts. Owner and Manager are individually referred to as a “**Party**” and collectively, as the “**Parties**” in this Agreement. Capitalized terms not otherwise defined in this Agreement have the meaning set forth in Exhibit “A” attached.

RECITALS

A. Owner is the owner of the approximate 19,000 seat arena and the Beneficial Interests (collectively, the “**Arena**”) known as the Honda Center (and the fee simple interest in the approximate 5.666 acres of land underlying the Honda Center (the “**Land**”)), located at 2695 East Katella Avenue, Anaheim, California. The Arena is part of the Facility (as defined).

B. Owner and Manager desire to amend and restate the Prior Agreement in its entirety to provide for Manager's continued operation of the Arena and the management of the Facility on the terms set forth in this Agreement effective as of the Amendment Effective Date.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. **Exclusive License to Operate.** Effective on the Effective Date, Owner grants Manager, and Manager accepts, (a) an exclusive license to manage and operate the Facility on the terms set forth in this Agreement and (b) an exclusive right consistent, except as otherwise expressly stated in Section 3 or 4, in accordance with the usual and customary arena industry practices consistent with those of other major sports and entertainment facilities of similar age, size and facilities in the United States to purchase, create, produce, self-promote, co-promote,

coordinate and stage for the benefit of Manager and Owner all acts and events to be held at the Arena, in accordance with this Agreement. Manager shall perform its duties in a manner that maintains the Arena and its facilities, equipment and services on behalf of Owner as a sports and entertainment facility in Acceptable Condition. Manager shall apply prudent and reasonable business practices in Owner's and Manager's best interests in operating, booking and managing the Arena.

2. Term.

2.1. **Revised Initial Term.** The term of this Agreement (the "Term") commenced on December 16, 2003 (the "Effective Date") and continues in effect to and including June 30, 2053 (the "Revised Initial Term") unless sooner terminated as provided in this paragraph, or Section 16.2 or 16.4 or extended as set forth in Section 2.2.

2.2. **Option to Extend.** So long as no Manager Event of Default or an event that is, at the time of exercise, then continuing which, with the passage of time or the giving of notice, or both, would become a Manager Event of Default has occurred, and subject to earlier termination as provided in Section 16.2 or 16.4, by written notice delivered to Owner not less than twelve (12) calendar months prior or the last day of the Revised Initial Term and, thereafter, if previously extended, twelve (12) months prior to the last day of the previously extended term (the "Extension Notice"), Manager may advise Owner of its election to extend the Term for four (4) additional periods not to exceed, in each instance, up to sixty (60) calendar months, following expiration of the Revised Initial Term and, thereafter, each extended term (each, an "Extended Term") and the Term shall be so extended, *provided, however*, that each such extension shall be conditioned on execution by Manager and the NHL Team of an amendment to the NHL Team Agreement extending the term of the NHL Team Agreement to the last day of the Extended Term pursuant to a binding agreement in which the Owner is named as a third party beneficiary, in form reasonably acceptable to Owner. During an Extended Term, Manager shall manage and operate the Facility subject to all of the terms and conditions of this Agreement.

2.3. **Extension of NHL Team Agreement and Team Name.** Attached as Exhibit B is a copy of those portions of the NHL Team Agreement certified by Manager and NHL Team, pursuant to which (a) Owner is named a third party beneficiary, (b) the term thereof ends on June 30, 2053, with four (4) options to renew for successive five (5) year terms concurrent with the term of this Agreement, and (c) providing for the Team name to continue to be "Anaheim Ducks". Manager agrees that the NHL Team Agreement shall remain in full force and effect during any Extended Term as authorized in Section 2.2.

2.4. **Effect of Termination.**

(a) On termination of this Agreement, Manager shall promptly (i) deliver to Owner possession and control of the Arena and all Personal Property (or comparable property, in substitution for any Personal Property retained by Manager) in Acceptable Condition and copies of any and all records in its custody relating to the Arena or to operations under this Agreement; (ii) assign to Owner any warranties then in effect that it may have obtained in connection with equipment or material used at the Arena and any software programs, operating

systems, licenses, codes and related programs and services in use at the Arena immediately prior to such termination in connection with operations (including, but not limited to, booking, calendaring, and accounting programs), assign to Owner any event contracts and related Advance Deposits, and (iv) deliver to Owner any drawings or specifications of capital improvements which have been made to the Arena pursuant to this Agreement;

(b) In addition, on termination of this Agreement:

(i) **Surrender of Funds.** Subject to the Financing Pledges, Manager shall surrender control of the Operating Account, Advance Deposits, the Reserve Account, the Insurance and Condemnation Account and the Third Party Funds Account and all funds therein; *provided that* any funds in the Operating Account and the Reserve Account may first be applied by Manager to pay the outstanding balance (if any) of Operating Loans and any other amounts then owed by Owner to Manager pursuant to Section 16.4.

(ii) **Repayment of Operating Loans.** Subject to the provisions of 2.4(b)(i), upon any termination of this Agreement, the remaining balance of all Operating Loans, if any, shall be extinguished, and Owner shall have no obligation to make repayment thereunder, nor shall future Net Revenues be available to pay any such remaining balances.

(iii) **Payment of Share of Adjusted Net Revenues.** Subject to repayment in full of all obligations owing to the Bondholders, Manager shall be entitled to receive from Owner the Manager's share of Adjusted Net Revenues otherwise payable pursuant to Section 5.2(b)(ix), through the date of termination, without duplication of other amounts described in this Section 2.4, *provided that* if the termination is the result of Owner's exercise of remedies following a Manager Event of Default, any Adjusted Net Revenues otherwise payable to Manager are subject to offset for Owner's damages due to Owner by reasons of a Manager Event of Default under Section 16.1. For purposes of determining the amount of Adjusted Net Revenues otherwise payable through the date of termination in accordance with this Section 2.4(b), the Manager shall be entitled to a percentage of the Adjusted Net Revenues earned for such Operating Year based on the full Operating Year's performance (with such full Operating Year's performance being determined in accordance with Section 5.2) multiplied by a fraction, the numerator of which is the actual number of days elapsed from the beginning of the applicable Operating Year through and including the date of termination, and the denominator of which is 365. With respect to any or all of the payments due under this Section 2.4, payment of the same shall be deferred until the Accounting Date following the final Operating Year of the Term (meaning the Accounting Date following such termination) under this Agreement. The provisions of this Section 2.4(b) shall survive termination of this Agreement until all amounts have been paid in full.

(c) Upon termination of this Agreement, if the Net Working Capital balance for the Arena is a negative number as of the termination date, Manager shall restore such Net Working Capital balance to zero by depositing to the Operating Account an amount equal to the amount of such negative Net Working Capital balance; *provided that* if the termination is the result of Manager's exercise of remedies following an Owner Event of Default, such amounts are subject to offset for Manager's damages, if any, determined under Section 16.4.

3. Manager's Duties. Manager has the exclusive right and responsibility to manage and operate all aspects of the Facility subject to all terms and conditions of this Agreement. Without limiting the generality of the foregoing, but subject to the limitations set forth in Section 4, Manager shall do, and shall have the right to do, the following, in each case in accordance with usual and customary arena industry practices consistent with those of other major sports and entertainment facilities of similar age and size:

(a) enter into agreements for purchasing, booking, promotion, coordination and staging of all acts and events to be held at the Arena;

(b) establish, maintain and administer all funds and accounts as provided in this Agreement;

(c) enter into contracts for the sale of advertising in the Arena and on billboards and electronic signs in and on the exterior of the Arena in accordance with Section 9, and to otherwise provide and arrange for all promotion and advertising for the Arena;

(d) coordinate the master booking calendar for all events at the Arena;

(e) maintain the Arena and the level of service provided in Acceptable Condition, including all Maintenance and Repairs;

(f) operate the Arena in accordance with this Agreement and the 2023 Facility Financing Documents;

(g) pay when due (on a cash basis) all Operating Expenses and Debt Service as provided in Section 5.2, *provided that* (i) in the event that cash on hand in the Operating Account and, as applicable, the Reserves is insufficient to pay Operating Expenses and any other amount payable pursuant to Section 5.2(b)(i) and 5.2(b)(ii), Manager shall make, or cause an Affiliate or a third party lending institution to make, Operating Loans for such purposes, and (ii) in the event that cash on hand in the Operating Account and, as applicable, the Reserve Account is insufficient to pay Debt Service, Manager shall make, or cause an Affiliate or third party lending institution to make, Debt Service Loans for such purposes;

(h) in accordance with Section 7.9, provide (or enter into agreements to provide) for and manage the Parking Areas (both current until taken out of service and as referred to in the 2022 Parking Easement) and the balance of the Facility and to otherwise maintain the Parking Areas in a clean condition, including sweeping and trash removal immediately following each event (for evening events at the Arena, such maintenance shall be completed by 8 a.m. on the calendar day immediately following the event) and on a regular basis during periods in which no event is scheduled;

(i) provide (or enter into agreements to provide) for all necessary and appropriate food and beverage services at the Arena (the “**Food and Beverage Services**”), and administer such agreements as are in existence, from time to time (each, a “**Food and Beverage Concessions Contract**”);

(j) hire such employees or contract with others for provision of services necessary or desirable for all operations of the Arena which are the responsibility of Manager under this Agreement including but not limited to, maintenance and repairs, and routine cleaning and janitorial service; Manager and Owner agree that in no event will the employees and other personnel at the Arena be considered employees of the City of Anaheim;

(k) administer all Long-Term Agreements including the NHL Team Agreement, and perform all obligations to be performed by Manager under the terms of such agreements;

(l) arrange for sponsorship and naming rights as provided in this Agreement;

(m) supervise sales personnel and manage advertising and marketing operations to promote the maximum possible amount of profitable use of the Arena;

(n) maintain business-like relations with all vendors, suppliers and other persons and entities that do business with the Arena;

(o) manage and supervise the effective delivery of quality services to customers and licensees of the Arena, including facilitating delivery of all services ancillary to rental of the Arena;

(p) apply for and use commercially reasonable efforts to obtain all licenses and permits required from time to time to conduct the business of the Arena, including, but not limited to, all permits required in connection with the use of all equipment and components of the Arena and maintenance of the Arena and the Parking Areas;

(q) preserve and maintain all Personal Property in an Acceptable Condition including all other furniture, fixtures and equipment acquired for use at the Arena from time to time;

(r) provide (or enter into agreements to provide for) security services for events at the Arena and for general security when events are not in progress, consulting with the Anaheim Police Department in connection with Arena operations, and with respect to staffing for events and security measures appropriate for different types of events;

(s) cause the Arena to be operated in compliance with all applicable laws and the applicable regulations and requirements of all local, regional, state and federal agencies and authorities having jurisdiction, including any requirements to implement any Alterations Mandated By Law, as may be in effect from time to time, and provide Owner written notice of the following (to the extent Manager's management has actual knowledge thereof) on a monthly basis at the time of providing the monthly report described in Section 6.2: any demand or claim of breach or violation by Owner or Manager of any agreement or law or regulation affecting the Arena; any notice, demand or summons regarding any actual or threatened legal or regulatory action relating to Owner or the Arena; or any notice or communication of any nature, written or oral, that may have a material adverse effect on Owner (in relation to Owner's interest in the Arena) or any material portion of the Arena, and immediately inform Owner of the remedial action needed for compliance to the extent known to Manager;

(t) pay, when due, as an Operating Expense, all charges and taxes which may now or in the future be imposed by any governmental body upon the ownership, leasing, rental, sale, purchase, possession, or use of the Arena (and to the extent applicable, the Parking Areas), specifically including possessory interest taxes, other than taxes expressly excluded from the definition of Operating Expenses;

(u) keep the Area free from liens and encumbrances arising out of or in connection with the acts or omissions of Manager or its Affiliates, except as authorized by this Agreement (including Section 12), the Development Agreement, or any of the 2023 Facility Financing Documents; or, if any such liens arise, promptly cause the same to be satisfied and discharged on Owner's demand, including, if applicable, posting a bond in accordance with applicable law guarantying satisfaction of such lien or encumbrance;

(v) cause an Annual Budget to be prepared in accordance with Section 10;

(w) maintain the insurance described in Section 14; and

(x) construct, install, implement, operate, fund or maintain any Alterations Mandated By Law as described in Section 26.

Notwithstanding anything to the contrary in this Agreement, the Parties acknowledge that to the extent that Manager's compliance with the terms or provisions of this Agreement would be in conflict with the terms and provisions of the NHL Team Agreement or in conflict with applicable law, Manager's compliance with such terms and provisions of this Agreement shall be performed so as to comply with the terms and provisions of the NHL Team Agreement and/or applicable law, as the case may be and in a manner that does not increase any costs that are or may be payable by the Owner or decrease taxes, fees or revenue otherwise due to Owner under this Agreement.

4. Matters Requiring Owner Consent; Authorization and Proprietary Capacity.

Notwithstanding the powers of Manager described in Section 3, the consent of Owner (which consent shall not be unreasonably withheld or delayed) shall be required prior to Manager entering into any binding agreement relating to the following:

(a) making any Capital Expenditure not described in the Annual Budget;

(b) entering into or amending any agreement with an Affiliate of Manager, including for services and otherwise pursuant to the Development Agreement, *provided that* Owner's consent to such contract shall not be unreasonably withheld or delayed so long as Manager has provided Owner ten (10) business days' advance notice of the proposed form of such contract and reasonable evidence that the terms and conditions of such agreement with an Affiliate are no less favorable to the Arena than available from third parties at market rates and are not binding on Owner for any period following expiration of the Term;

(c) entering into or amending in any material respect a Long-Term Agreement (including the NHL Team Agreement) *provided that* Owner's consent shall not be required with respect to any amendment of the NHL Team Agreement so long as the terms and conditions of

such amendment result in an agreement which is not economically less favorable to the Owner than as existed on June 30, 2021

(d) entering into any agreement or arrangement for which the consent of any party to the 2023 Facility Financing is required;

(e) entering into or amending a Food and Beverage Concessions Contract with respect to the Arena (provided that Owner's approval shall not be required for the entering into or amending of a Food and Beverage Concessions Contract so long as Manager has provided Owner ten (10) business days advance notice of the proposed form of such contract and, on Owner's request made within three (3) business days of Owner's receipt of such contract, has provided to Owner reasonable evidence that such contract is on terms consistent with those extended to other major sports and entertainment facilities and markets in the State of California);

(f) employment of a general manager and assistant general manager of the Arena (provided that Owner's approval shall not be required for such employment or the terms of such employment so long as Manager has provided Owner ten (10) business days advance notice of the proposed form of such contract and, on Owner's request made within three (3) business days of the receipt of such contract, has provided to Owner reasonable evidence that such contract is on terms consistent with the terms and conditions of employment for comparable positions at similar facilities and markets in the United States);

(g) entering into or amending any agreement providing for parking concessions, exclusive concert promotion of the Arena, and exclusive ticketing with respect to the Arena (subject to the rights of the NHL Team under the NHL Team Agreement) where such agreement has a term greater than one (1) year, unless the agreement contains the following provision: "This agreement shall be terminable at the option of the City of Anaheim at any time within sixty (60) days following the termination for any reason of the Honda Center Amended and Restated Facility Management Agreement dated July 1, 2022, between the City of Anaheim and Anaheim Arena Management, LLC, except to the extent the rights and obligations of Anaheim Arena Management, LLC shall have been assumed by a person or entity authorized in Section 20 or as authorized to assume such rights and obligations in accordance with the Financing Pledges and provided further that the City of Anaheim shall provide at least ten (10) days prior written notice of such election to terminate"; and,

(h) incurring Other Debt.

The Owner's consent described in this Section 4 may be exercised by the City Manager (and for Section 4 purposes, the City Manager initially designates the Executive Director, Convention, Sports & Entertainment as his/her designee). In addition, the City Manager or his/her designee shall have the authority to represent Owner in all matters pertaining to this Agreement. Whenever a reference is made in this Agreement to an action or approval to be undertaken by Owner, the City Manager is authorized to act unless this Agreement specifically provides otherwise or the context should otherwise require. Any document evidencing the City Manager's or his designee's authority hereinabove shall be subject to review and approval as to form by the City Attorney.

Manager acknowledges and agrees that in reviewing and approving all matters under this Agreement, Owner is acting in its proprietary capacity as a property owner under this Agreement and that Owner's actions in this regard are separate and distinct from Owner's conduct of its typical governmental functions and exercise of its police powers in its governmental capacity.

5. Handling of Funds; Accounting, and Payment of Expenses.

5.1. Handling of Funds.

(a) All funds received or held by Manager in connection with the operation and management of the Arena are subject to this Agreement and, as applicable, the Financing Pledges.

(b) All funds received (including Advance Deposits) by Manager in connection with operation of the Arena shall be deposited promptly by Manager in accounts held and controlled by Manager for the benefit of Owner in accordance with this Agreement at a financial institution selected by Manager from time to time and reasonably acceptable to Owner and any party holding a security interest under a Financing Pledge all in accordance with the following:

(i) All funds other than Advance Deposits, Insurance and Condemnation Proceeds and Reserves shall be held in an account designated as the "Operating Account" (the "**Operating Account**").

(ii) All Advance Deposits shall be held in a segregated Third Party Funds Account. Amounts held in the Third Party Funds Account for disbursement to third parties shall be paid from the Third Party Funds Account to the Persons entitled to the same as and when the same become due pursuant to the specific contract related thereto. Any amounts held in the Third Party Funds Account which are not owed to third parties shall be transferred to the Operating Account at the time the related revenue is recognized in accordance with generally accepted accounting principles. Advance Deposits held in the Third Party Funds Account which are required to be refunded pursuant to the specific contract under which such Advance Deposit was made or which otherwise become refundable in accordance with industry custom and practice shall be refunded to the Persons entitled to the same.

(iii) All Insurance and Condemnation Proceeds shall be held in a segregated account designated as the "Insurance and Condemnation Account" (the "**Insurance and Condemnation Account**") pending application thereof as provided in this Agreement. Amounts in the Insurance and Condemnation Account shall be used to rebuild, repair, replace and/or reconstruct the Arena as contemplated by Section 14.8 or Section 19.4. In the event that there are excess Insurance and Condemnation Proceeds after completion of the related rebuilding, repair, replacement or construction or the Insurance and Condemnation Proceeds are not in fact used to rebuild, repair, replace or reconstruct the Arena, such proceeds shall be applied as set forth in Section 14.8 or 19.3, as applicable.

(iv) Reserves and the financing reserves (the "**Financing Reserves**") required pursuant to the 2023 Facility Financing Documents (the "**Financing**

Reserve Account”) shall be held in one or more designated and segregated accounts (each, a **“Reserve Account”**) pending application thereof as provided in this Agreement. Amounts held in a Reserve Account and the Financing Reserve Account shall be used to pay costs for which such funds were reserved pursuant to this Agreement.

(c) Manager shall have the right to invest cash on hand in Permitted Investments from time to time, subject to the requirements of any applicable Financing Pledge.

5.2. Payment of Expenses and Other Amounts.

(a) All Gross Revenues and proceeds of the 2023 Facility Financing, Operating Loans, Debt Service Loans and Other Debt under this Agreement are the property of Owner (subject to the liens of the Financing Pledges), and during the Term, Owner grants Manager the power and authority, and directs the Manager, to collect, deposit and distribute Gross Revenues and proceeds of the 2023 Facility Financing, Operating Loans, Debt Service Loans and Other Debt in strict accordance with the terms of this Agreement and, as applicable, the 2023 Facility Financing Documents. Manager acknowledges that Owner has granted a security interest in all Net Revenues to the 2023 Trustee for the benefit of the Lenders (and may, in the future, grant new Financing Pledges), which security interest(s) is/are or will be senior to the interests of Manager and Owner in Net Revenues to the extent provided in the Financing Pledges for the benefit of the Bondholders;

(b) During the Term, Manager shall pay amounts as and when specified below during each Operating Year from and to the extent of cash available in the Operating Account and, as applicable, in a Reserve Account and/or the Insurance and Condemnation Account, and, to the extent necessary, from proceeds of Operating Loans (in the case of amounts described in Sections 5.2(b)(i) and 5.2(b)(ii)) and Debt Service Loans (in the case of amounts described in Section 5.2(b)(iii), 5.2 (b)(iv) and 5.2 (b)(v)) in the following order of priority:

(i) First, as and when due, payment of Operating Expenses;

(ii) Second, as and when due, payment of items in the Annual Budget for such Operating Year not described in any other provision of this Section 5.2(b) or otherwise specifically approved by Owner in writing pursuant to any other provision of this Agreement, including Reserves, if not treated as an Operating Expense;

(iii) Third, as and when due, payment of, on a parity basis pursuant to the 2023 Facility Financing Documents, the Series A - 2023 Facility Financing Debt Service, the Series B – 2023 Facility Financing Debt Service and, thereafter, any subsequent Series of the 2023 Facility Financing Debt Service;

(iv) Fourth, funding of the Financing Reserves;

(v) Fifth, as and when due and until repaid in full, payment of the 2003 Facility Financing Debt Service;

(vi) Sixth, as and when due, payment of principal of and interest on Other Debt (with the exception of Severable Improvement Debt to the extent such debt is secured by and payable solely from Severable Improvement Revenues);

(vii) Seventh, payment of interest accrued on, and repayment of the principal amount of, Operating Loans;

(viii) Eighth, payment of principal of and interest on Debt Service Loans due for such Operating Year; and

(ix) Ninth, subject to satisfying the Distribution Conditions (as defined in the Accounts Agreement), on each Distribution Date (or at Manager's election on any date after the Accounting Date and before the Distribution Date), payment for Manager and Owner of their respective shares of Adjusted Net Revenues for the Operating Year just ended (the "**Respective Shares**"), determined as follows (*provided that* Manager may elect to take its distribution of any portion of its share of Adjusted Net Revenues at such times after the Distribution Date as Manager may determine in its sole discretion):

A. For any Operating Year ending on and after June 30, 2022 through the last day of the Operating Year during which all Debt is paid in full, the Respective Shares shall be determined as follows:

(1) Manager shall be entitled to an amount equal to one hundred percent (100%) of the Adjusted Net Revenues.

B. For any Operating Year commencing the Operating Year during which all Debt was paid in full, the Respective Shares shall be determined as follows:

(1) First, the Manager shall be entitled to an amount of Adjusted Net Revenues which equals \$6,000,000; and, thereafter,

(2) Owner and Manager shall share in Adjusted Net Revenues (if any) in excess of \$6,000,000 for such Operating Year as follows:

(i) Fifty percent (50%) to Owner, and

(ii) Fifty percent (50%) to Manager

5.3. Limitations on Distributions; Offsets. Notwithstanding anything to the contrary in this Agreement, at any time that Owner owes any amount to Manager pursuant to Section 16, Adjusted Net Revenues allocable under Section 5.2(b)(ix) (other than Adjusted Net Revenues otherwise allocable to Manager thereunder) shall be allocated exclusively to Manager until such time as Manager has received allocations of Adjusted Net Revenues sufficient to pay or reimburse Manager in full for the amounts so owed under Section 16. Upon distribution of such allocated amounts to Manager pursuant to Section 5.2(b)(ix), the amounts so paid to Manager will be treated for purposes of this Agreement as having been distributed to Owner under Section 5.2(b)(ix) and immediately paid by Owner to Manager in satisfaction of its liabilities (to the extent of the amounts so paid) under Section 16.3(a).

6. **Records and Reports.**

6.1. Accounting Records. Manager shall keep complete and accurate books and records of the transactions and operations of the Arena. These books and records shall be kept at the Arena or another location within Orange County and made available at the Arena at Owner's request for review and copying. All books and records shall be available to Owner and its representatives at all reasonable times upon reasonable notice for any purpose and copies thereof shall be delivered to Owner at any time on Owner's reasonable request. The costs incurred in copying and delivering such records to Owner shall be treated as an Operating Expense.

6.2. Reports. Within thirty (30) days after the end of each calendar month, Manager shall provide to Owner, a month-to-date and year-to-date report, through the preceding month end, of income including gross revenue and expenses, balance sheet, reserved bookings and bookings forecast for the upcoming three (3) months, a comparison of income and expenses to the budget approved by Owner (including a statement showing variance from the budget), a statement of all current Operating Loans made by Manager and reimbursed to Manager, a statement of Capital Expenditures, the information required to be provided pursuant to Section 3(s) and other statements, reports and information that Owner reasonably requests from time to time. In addition, Manager shall provide Owner the monthly "Financial Statements Summary" and the "Financial Statement Commentary", as historically provided, or the like regularly prepared by Manager relating to the operations of the Arena.

6.3. Financial Statements. Within ninety (90) days following the end of each Operating Year, Manager will provide Owner with financial statements prepared in accordance with generally accepted accounting principles, consistently applied, in a manner which fairly presents an accurate statement of the financial operations of the Arena, containing balance sheets of Manager as of the end of such Operating Year and statements of cash flow and income for such Operating Year ("**Financial Statements**") prepared by Manager, all in reasonable detail. As soon as available and in any event within ninety (90) days after the end of each Operating Year, Manager shall provide Owner an opinion of a nationally known independent certified public accountant selected by Manager and accepted by Owner as to such Financial Statements. The cost of such opinion is an Operating Expense. The date such opinion is delivered to Owner shall be deemed the "**Accounting Date.**" Manager shall provide to Owner at the time it provides Financial Statements: (a) a statement of all Operating Loans, and (b) calculations of the amount and allocation of Net Revenues and Adjusted Net Revenues prepared in accordance with this Agreement. Manager shall request the independent certified public accountant to review all such statements and computations for fairness, submitting to Owner a description of the results of such review.

6.4. Audit Rights. Owner has the right to inspect and audit all books and records of Manager relating to operations at the Arena or generation of the Financial Statements described. In the event of a material variance between any audit conducted by Owner pursuant to this Section and the audit conducted by an independent certified public accountant selected by Manager pursuant to Section 6.3, Owner shall give notice of such variance to Manager and

provide access to Owner's audit report, and Manager and Owner shall then promptly meet and resolve the disputed items, and the Arena books, records and statements shall be adjusted to reflect such resolution. The cost of Owner's audit shall be borne by Owner, *provided that* if the variance (after reaching such resolution) in favor of Owner is greater than the cost of the audit, the cost of the audit shall be reimbursed as an Operating Expense.

7. Owner's and Manager's Use of the Arena.

7.1. Owner's Rights Per Operating Year. Owner has the right to use the Arena for up to five (5) event days per Operating Year (plus set up time as is reasonably required) at no rental charge, *provided that* all out-of-pocket costs, including any amounts due under a Food and Beverage Concessions Contract (or otherwise for the provision of Food and Beverage Services by Manager) for such use (but specifically excluding parking fees unless agreed to by Owner), shall be the sole responsibility of Owner, and any ancillary revenue resulting from such use shall be included in Gross Revenues. The uses described in the preceding sentence may be booked by Owner up to twelve (12) months in advance. In addition, Owner has the right to use the Arena on the same terms from time to time, on available days not otherwise booked, which periods may be booked by Owner no more than thirty (30) days in advance. The Parties recognize that the use described in this Section are uses for events of the Owner or public events, and not events, such as concerts of a touring artist or the like, which would otherwise be in competition with the Arena. In addition to the preceding rights, Owner and its agents, representatives and employees shall have the right to enter the Arena at all reasonable times for the purposes of inspecting the same and determining compliance with this Agreement and the 2023 Facility Financing Documents.

7.2. Owner Suite and Tickets. Owner shall be entitled to the exclusive use of Suite 306 B (*provided that* all out-of-pocket costs, including any amounts due under a Food and Beverage Concessions Contract or otherwise for the provision of Food and Beverage Services by Manager and amounts due for other requested services, shall be the sole responsibility of Owner). Commencing on July 1, 2019, Owner shall be entitled to receive fourteen (14) season "best available" Terrace level tickets (i.e., in three groups of 6, 4 and 4) for each pre and regular season NHL Team game.

7.3. Owner Parking Rights. In addition to the parking available to Owner in connection with its use of Suite 306B, Owner shall receive thirteen parking hang tags of which eight will be for Owner's use of eight (8) reserved spaces in Deck D.

7.4. Manager's Rights Per Operating Year. Manager has the right to use the Arena for up to two (2) event days per Operating Year (plus set up time as is reasonably required) at no rental charge, *provided that* all out-of-pocket costs, including any amounts due under the Food and Beverage Concessions Contract (or otherwise for the provision of Food and Beverage Services by Manager) for such use (but specifically excluding parking fees when agreed to by Owner), shall be the sole responsibility of Manager, and any ancillary revenue resulting from such use shall be included in Gross Revenues. The uses described in the preceding sentence may be booked by Manager up to twelve (12) months in advance. The Parties recognize that the use described in this Section are uses for events of Manager or public

events, and not events, such as concerts of a touring artist or the like, which would otherwise be in competition with the Arena.

7.5. Manager Suite. Manager shall be entitled to the exclusive use of Suites 208 A and 208 B.

7.6. Manager Parking Rights. In addition to the parking available to Manager in connection with use of the suites as described in Section 7.5, Manager shall have the right to provide a reasonable number of parking spaces for employees and to provide other necessary or desirable services for such employees.

7.7. No Other Private Use of Arena. Except as set forth in this Section 7, without the consent of Owner, Manager shall not permit the Arena to be used by Manager or any Affiliate of Manager at a rate less than the going rates of the Arena for comparable events. Except as set forth in this Section 7, any event for which no rental fee is assessed requires Owner's prior written consent.

7.8. Use of Arena by NHL Team. Manager may permit the NHL Team to use the Arena for up to five (5) event days per Operating Year (plus set-up time as reasonable required) at no rental charge, *provided that* all out-of-pocket costs, including any amounts due under a Food and Beverage Concessions Contract (or otherwise for the provision of Food and Beverage Services by Manager) for such use and parking fees, shall be the sole responsibility of the NHL Team. Manager may allow the use described in this Section 7.8 to be booked by the NHL Team up to twelve (12) months in advance, and any ancillary revenue resulting from such use shall be included in Gross Revenue.

7.9. Parking. Approximately 3,900 surface parking spaces are currently required within the area identified as lots 1 through 5 in the Prior Agreement. The spaces will be eliminated as a result of the development of the District as contemplated by, and at least 3,900 parking spaces for guests of the Arena will be provided pursuant to the terms of, the Development Agreement. In addition, the Land is the dominant estate pursuant to the 2022 Parking Easement and the "Parking Areas" referred to therein (the "**Parking Areas**").

7.10. Enforcement of Easements for the Benefit of the Arena. The Arena is subject to and benefits from the 2022 Parking Easement and the Loading Dock Easement Agreement. Manager agrees to take such actions necessary to enforce the 2022 Parking Easement and Loading Dock Easement for the benefit of the Arena and the Owner.

8. Additional Agreements.

8.1. Competing Facilities. Owner shall not (directly or indirectly) acquire, develop, co-develop, or convert the use of any building, and shall not participate (directly or indirectly) with any other Person in acquiring, developing, co-developing or converting the use of any building, for use as an arena:

(a) for regular season home games by a professional team holding a franchise from the National Basketball Association or the National Hockey League, or

(b) containing fixed seating for 15,000 or more persons for concerts or live performances (other than the Grove of Anaheim, Anaheim Stadium and its parking areas, any arena or stadium built for use by a major league professional football or soccer team holding a franchise and intending to play its regular season home games at such facility and the Anaheim Convention Center (including future phases)).

Nothing in this Section shall prevent the City of Anaheim from approving any private theater or entertainment facility (in which it is not otherwise a direct or indirect participant as described in the first clause of this Section 8.1) under its police powers.

8.2. NBA Exclusivity. Affiliates of Manager are interested in obtaining a National Basketball Association franchise (“**NBA Franchise**”) to play at the Arena. Owner agrees that during the Revised Initial Term Manager has the exclusive right (directly or through an Affiliate) to negotiate an arrangement for such NBA Franchise to enter into a Long-Term Agreement for play at the Arena. Manager shall advise Owner if Manager receives a written proposal from an NBA Franchise not held by Manager or an Affiliate of Manager. Manager shall consult with Owner with respect to the economic effect and feasibility of entering into any Long-Term Agreement with an NBA Franchise. Manager agrees that after the Revised Initial Term, if no Long-Term Agreement has been entered into with an entity holding an NBA Franchise, Manager may not thereafter condition its review and approval of a Long-Term Agreement on an opportunity of Manager to participate in ownership of the NBA Franchise. Nothing in this Section 8.2 limits the rights of Owner to reasonably review and approve the terms and conditions of all Long-Term Agreements in accordance with Section 4. In determining whether the Owner has acted reasonably in accordance with the preceding sentence, the Parties agree that Owner has the absolute right to refuse to consent to any Long-Term Agreement requiring Owner, as a condition of the Long-Term Agreement, to increase its financial obligations or grant rights to use of the Arena which impair any rights of Owner under this Agreement or are more extensive than the rights granted to Manager under this Agreement. Manager agrees that any professional team holding an NBA Franchise and playing its regular home games at the Arena shall include “**Anaheim**” in its name, *provided that* this requirement may be waived by Owner, in its sole discretion.

9. Sponsorship, Naming and Marketing Rights.

9.1. Annual Marketing Plan. Manager shall provide to Owner, at the same time that Manager delivers, and as part of the, the Annual Budget pursuant to Section 10, an annual marketing plan for Owner’s review and approval (not to be unreasonably withheld or delayed). Manager shall also submit any Sponsorship Marketing Plan as defined in Anaheim Municipal Code Section 4.04.401, as the same may be amended from time to time.

9.2. Naming Rights. Manager shall have the right to enter into agreements relating to the naming of the Arena, *provided that:* (1) if the name(s) of all NHL and NBA teams scheduling at least a majority of their home games each season in the Arena include the word “**Anaheim**” as the first word and as the sole geographic identifier in the name of each such team,

and the Arena name includes the name of a sponsor, the name of the Arena need not include the word “Anaheim,” provided, however, the Katella Avenue marquee sign and the 57 Freeway marquee sign and the two Spectacular LED Display District Signs (so long as each exists) shall be required to display the word “Anaheim” thereon, which word “Anaheim” shall be of at least equal size and prominence with the name of the sponsor on each such sign; (2) if the name(s) of one or more NHL or NBA teams scheduling at least a majority of its home games each season in the Arena does not include the word “Anaheim” as the first word and as the sole geographic identifier in the name of such team (or if no NHL or NBA team schedules at least a majority of its home games each season in the Arena), and the Arena name includes the name of a sponsor, the word “Anaheim” shall appear of equal size and prominence with the name of the sponsor in the Arena name; and (3) if the Arena name does not include the name of a sponsor, the Arena name shall be the “Anaheim Arena” regardless of whether any or all NHL or NBA teams scheduling at least a majority of their home games each season the Arena include the word “Anaheim” as the sole geographic identifier in the name of such team(s). To the extent the provisions of this Section require the word “Anaheim” to appear in the Arena name, the word “Anaheim” shall be the sole geographic reference or identifier in the Arena name, and the name “Anaheim” shall appear of at least equal size and prominence with all other portions of the Arena name on all interior and exterior signs, event tickets, parking tickets and receipts, merchandise, schedules, programs, media guides, press releases, public address announcements, media announcements, and all other written or oral communications with the public of any kind identifying or advertising the name of the Arena. To the extent the provisions of this Section do not require the word “Anaheim” to appear in the name of the Arena and, in accordance therewith, the Arena name does not in fact contain the word “Anaheim” therein, the Manager agrees to use its best efforts to require the Team and its television and radio broadcasters to include the word “Anaheim” in their television or radio broadcasts from the Arena when announcing the origin location of the game or event (e.g. “Live from Anaheim ...”). Notwithstanding the preceding, the sponsor of the Arena may not be, and the name shall not refer to, a company primarily known for tobacco products or gambling, *provided that* this requirement may be waived by Owner, in its sole discretion.

9.3. [Intentionally Deleted]

9.4. District Sign Revenue. Subject the District Sign Agreement, all District Sign Revenues, with the exception of the amount payable to Owner pursuant to the terms of District Sign Agreement, shall be deposited into the Operating Account for application as such, unless included in Severable Improvement Revenues. The foregoing provisions of this Section 9.3 are subject in all cases to the rights of the NHL Team under the NHL Team Agreement.

10. Business Plan and Budget. Not later than August 31 of each year, Manager shall prepare and provide to Owner for its review and approval a proposed business plan, rate schedule, necessary Reserves, operating budget and five-year capital improvement plan for the Arena during the Operating Year which commenced on the prior July 1 and will end on the following June 30, containing projections of estimated income and expenses and estimated Arena profit on a monthly and yearly basis (the “**Annual Budget**”). The operating budget shall set forth on a line item basis all operating expenses, including Capital Expenditures for the current and succeeding Operating Years. Manager shall operate the Arena substantially in

accordance with the Annual Budget, subject to reasonable deviations therefrom (not inconsistent with usual and customary arena industry business practices of other major sports and entertainment facilities).

11. Additions. In the event that Owner and Manager determine that an Addition is advisable to maintain compliance with all Long-Term Agreements and otherwise maintain the competitive value of the Arena, Owner or Manager may agree on the incurrence of Other Debt to finance such Addition.

12. Certain Liens.

12.1. Severable Improvements. Manager shall be permitted to grant liens from time to time to third party lenders on Severable Improvement Revenues in connection with the development of Severable Improvements to which such Severable Improvement Revenues relate. Such liens may be granted on a basis senior to any interests of Owner, Manager and the Lenders in the Severable Improvement Revenues (net of any specifically allocable expense) related to such Severable Improvements.

12.2. Team Improvements. Manager shall be permitted to grant liens from time to time to third party lenders on such portion of Gross Revenues as may be approved by Owner in connection with the construction of Team Improvements. Such liens may be granted with such seniority as may be agreed by Owner and Manager, provided that such liens may be granted on a basis senior to the interest of the Lenders only to the extent permitted under the Indenture or otherwise approved by the Lenders.

13. Nondiscrimination. Manager covenants that it will not discriminate against or cause segregation of any Person or group of Persons on account of race, color, creed, religion, sex, gender, gender identify and expression, sexual orientation, age, marital status, ancestry, national origin, medical condition, military or veteran status, genetic information, or physical or mental handicap in the use, occupancy, tenure or enjoyment of the Arena, nor shall Manager establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of licensees or vendees of the Arena. The covenants of the Manager set forth in this Section 13 shall run with the land and be binding on all successors and assigns of Manager for the benefit of Owner.

14. Insurance to be Maintained by Manager.

14.1. Insurance. During the Term, Manager shall at all times maintain the following policies of insurance, in addition to all insurance required under the 2023 Facility Financing Documents:

(a) Insurance which shall comply with all applicable worker's compensation and occupational health and safety laws and which shall cover all employees of Manager engaged in connection with the Arena or any improvements thereto;

(b) Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident;

(c) Commercial General Liability Insurance in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, written on an occurrence form, covering all premises and operations, which policy shall include, without limitation, coverage for (i) contractual liability, (ii) products and completed operations, (iii) liquor liability, and (iv) personal injury;

(d) Comprehensive Automobile Liability Insurance applicable to all owned, non-owned, and hired vehicles used by Manager at the Arena or in the Parking Areas, or on public streets in conjunction with work under this Agreement, in an amount not less than \$1,000,000 per occurrence, combined single limit, written on an occurrence form;

(e) Umbrella Liability Insurance in excess of the coverage set forth in clauses (b), (c) and (d), with limits of not less than \$10,000,000 per occurrence, \$10,000,000 annual aggregate, written on an occurrence form and the policy shall be concurrent with and follow the form of the underlying insurance, including named insured provisions and shall be primary and noncontributing with any insurance maintained by the City or any additional insureds;

(f) Broad-form All Risk Insurance, including, but not limited to (i) Full Replacement Cost (except with respect to earthquake coverage which shall be in an amount equal to the Probable Maximum Loss amount as determined through a Probable Maximum Loss study conducted every five (5) years during the Term) and Consequential Loss coverage on the Arena and its contents, furnishings and operating equipment, and (ii) combined Business Income and Extra Expense coverage, with coverage equal to or better than that set forth in ISO form CP 00 30 06 95 (covering the loss of income, including all Net Revenues, attributed to the Parking Areas as well as the Arena), including net profit, continuing charges, expenses (including, without limitation, Debt Service) and payroll for a twelve (12) month period of indemnity, and (iii) coverage for consequential loss from service interruption;

(g) In the event that Manager implements valet parking services, Manager will secure and maintain Garage Keeper's Direct Primary Legal Liability, written on an occurrence form, for all parking operations with adequate limits to cover fire and theft to all automobiles, or any portion or the contents thereof, including, without limitation, loss caused by riot, civil commotion, vandalism, malicious mischief and collision;

(h) Earthquake and flood coverage shall be obtained on conditions acceptable to Owner and Manager in conjunction with an all-risk physical damage policy, by purchase of a difference in conditions policy, under a blanket policy, or any combination of the preceding. However, if Owner and Manager determine that, in any Operating Year, earthquake and/or flood insurance is not available on a commercially reasonable basis, then Owner (subject to any other insurance requirements under the 2023 Facility Financing Documents) may forgo the purchase of earthquake and/or flood insurance in such Operating Year until such insurance can be obtained on a commercially reasonable basis. Earthquake and flood coverage shall provide coverage for Business Income and Extra Expense losses as set forth in 14.1(f), provided such coverage is available on a commercially reasonable basis;

(i) Excess General Liability coverage in an amount not less than \$40,000,000 per occurrence \$40,000,000 aggregate, rising to \$50,000,000 per occurrence, \$50,000,000

aggregate August 15, 2025, rising to \$60,000,000 per occurrence, \$60,000,000 aggregate August 15, 2035, and rising to \$65,000,000 per occurrence, \$65,000,000 aggregate August 15, 2043, rising to \$70,000,000 per occurrence, \$70,000,000 aggregate August 15, 2053 and the policy shall be concurrent with and follow the form of the underlying insurance, including named insured provisions and shall be primary and noncontributing with any insurance maintained by the City or any additional insureds;

(j) Comprehensive Crime coverage, through insurance or bond, as follows: (i) Blanket Fidelity coverage in the amount of \$5,000,000; (ii) coverage for Loss Inside/Loss Outside in the amount of \$250,000; (iii) Depositor's Forgery coverage in the amount of \$250,000; and (iv) Computer Fraud coverage in the amount of \$5,000,000; and

(k) Cyber Liability coverage in an amount not less than \$5,000,000 per occurrence.

If at any time during the Term the amount and/or coverage of insurance which Manager is required to procure and maintain under this Section is, in Owner's reasonable judgment, materially less than the amount and/or type of insurance coverage typically carried by owners or Managers of properties located in Orange County which are similar to and operated for similar purposes as the Arena, Owner shall have the right to require Manager to increase the amount and/or change the types of insurance coverage required under this Section subject to such coverage being available on commercially reasonable terms.

14.2. Insurance Terms and Conditions. All policies of insurance to be provided hereunder shall be written by licensed companies which are licensed to write such insurance in California. Each policy of insurance required under Sections 14.1(a) and 14.1(b) may, at Manager's option, be provided for by a self-insured program of Manager, as long as Manager is permissibly self-insured for its workers' compensation benefits exposure by the State of California. Should Manager desire to carry self-insured retention in excess of \$100,000 per occurrence on the policies required in 14.1(c), Manager may make such request in writing to Owner and Owner's Risk Manager shall determine, in Owner's sole discretion, whether to grant such request. Should Manager elect to carry a self-insured retention on the policies required in Section 14.1(c), such election shall be subject to the following provision: as respects any rights or coverage issues which may affect Owner, the Owner Indemnified Parties, or any of the Additional Insureds, such self-insurance programs must operate in the same manner as a licensed commercial insurance policy, including, but not limited to, agreement that the Additional Insureds (including Owner) shall have the same rights as Additional Insureds as they would have had if coverage had been provided under an approved commercial insurance policy issued by a state licensed commercial insurance company. Each policy of insurance required under Sections 14.1(f) and 14.1(g) may contain a deductible in an amount not greater than (i) \$100,000 for property damage, (ii) \$500,000 for flood, and (iii) ten percent (10%) for earthquake. Should Manager desire to carry a self-insured retention on one or more of these policies in excess of these amounts, Manager may make such request in writing to Owner, and Owner's Risk Manager shall determine, in Owner's sole discretion, whether to grant such request. On each policy of insurance required under Sections 14.1(c), 14.1(e), 14.1(g) and 14.1(i), Manager and Owner shall each be specifically and separately included as a named insured on such policies as respects operating, using, maintaining, managing, and otherwise running the Arena and any

Parking Area pursuant to this Agreement. Such policies shall, by policy wording or endorsement, include Owner Covered Parties and Manager Covered Parties as covered parties (as opposed to additional insureds) under said insurance, and said insurance shall contain a “severability of interests” clause in favor of all named insureds and covered parties. On each policy of insurance required under Sections 14.1(f) and 14.1(h), Owner and Manager shall be included as named insureds, to the extent obtainable, and if unattainable the other parties will be included as loss payees under a loss payable endorsement, and loss proceeds, if any, from said insurance shall be payable as provided in Sections 19.3 and 19.4, and shall (i) provide that such insurance shall not be invalidated by an action or inaction of Manager, and (ii) insure Owner regardless of any breach or violation by Manager of any warranty, declaration or condition contained in such Insurance. Manager shall not obtain or carry separate insurance concurrent in form or contributing, in the event of loss, with that required by this Section unless Owner, Owner Covered Parties, and the Additional Insureds are included as additional insureds therein, with loss payable as herein provided. Manager shall immediately notify Owner and whenever any such separate insurance is obtained and shall deliver to Owner a certificate evidencing the same. Any insurance required hereunder may be provided under blanket policies provided that the coverage afforded shall not, in the opinion of Owner, be reduced or diminished by reason of the use of a blanket policy. Each policy of insurance required under Section 14.1 shall provide that the insurers shall have no recourse against the Additional Insureds for payment of any insurance premium. The provisions to be added to insurance required hereunder shall be added by endorsement, and Owner shall promptly receive a copy of such endorsement. The insurance coverage or bond required under Section 14.1(j) shall be written to the benefit of Manager and Owner, as their interests may appear.

14.3. Handling of Claims and Claims-Related Litigation. Regarding liability claims arising out of the ownership, operation, use, maintenance, management, or otherwise running of the Arena and any Parking Areas, and for which Manager, any Manager Covered Parties, Owner, any Owner Covered Parties, and any Owner Indemnified Parties are all covered under the insurance policy or self-insurance program applicable to such claims, (i) Manager shall be the lead party in the handling of any claims; (ii) Owner shall have the right, but not the obligation, to assume the handling of any claim against Owner, Owner Covered Parties, or Owner Indemnified Parties; (iii) no claim against Manager (and/or the Manager Covered Parties) or Owner (and/or the Owner Covered Parties) shall be settled for an amount in excess of \$200,000 by the other party without prior written consent of Owner or Manager, as applicable, provided such consent shall not be unreasonably withheld or delayed; (iv) no claim against both Manager (and/or the Manager Covered Parties) and Owner (and/or the Owner Covered Parties) shall be settled without the mutual agreement of Owner and Manager; and (v) both Manager and Owner shall cooperate (and Manager shall cause the Manager Covered Parties, and Owner shall cause the Owner Covered Parties, to cooperate) with each other in the handling of such claims, including without limitation the investigation, adjusting, and settlement of such claims. As regards any losses under the insurance required in Sections 14.1(f) or 14.1(h), and in those cases in which Manager and Owner are named insureds on the policy, (i) Manager will be the lead party in the handling of such claims; (ii) Owner shall have the right, but not the obligation, to assume the handling of such claims; (iii) no claim shall be settled without the mutual agreement of Owner and Manager, and (iv) both Manager and Owner shall cooperate with each other in the handlings of such claims. As regards any losses under the insurance/bond required in Section

14.1(j), (i) Manager will be the lead party in the handling of such claims; (ii) Owner shall have the right, but not the obligation, to assume the handling of such claims; and (iii) except where Owner has assumed the handling of such claims and fraud or willful misconduct on the part of Manager or a Manager Covered Party is involved, no claims shall be settled without the mutual agreement of Owner and Manager; and (iv) both Manager and Owner shall cooperate with each other in the handling of such claims. The reasonable costs of handling liability claims, the reasonable costs of pursuing property claims, and the reasonable litigation costs which may arise out of such claims shall be paid (to the extent not otherwise covered by insurance) as an Operating Expense, including such third party costs as may be incurred by Owner.”

14.4. Protection of Proceeds. Every policy referred to in Section 14.1 shall provide that it shall not be invalidated by any act or neglect of Owner or Manager, by occupancy of the Arena for purposes more hazardous than permitted by such policy, by any termination of this Agreement, or by change in title to the Arena.

14.5. Cost of Insurance/Loss. The cost of all insurance provided in accordance with this Agreement is an Operating Expense. The cost of any charges or payments for deductibles or self-insured retentions shall be considered an Operating Expense, *provided that* reasonable documentation is submitted for such charges or payments. The costs associated with any uninsured or underinsured liability loss by either Party arising out of or in connection with the ownership, operation, use, maintenance, management, or otherwise running the Arena and any Parking Area shall be payable as an Operating Expense from Gross Revenues (including, as applicable, Operating Loans). At Owner’s option, Owner, as an Operating Expense, may provide for any insurance policies or self-insurance arrangements in lieu thereof, as determined by the Risk Manager of Owner.

14.6. Certificates of Insurance. Manager shall deliver to Owner certificates of insurance evidencing the existence of all insurance, with specific limits and reflecting the provisions required herein to be added to such insurance, which is required to be maintained by Manager under this Agreement. Delivery shall be made no later than fifteen (15) days prior to the expiration of any insurance. Endorsements required herein shall be delivered by Manager to Owner within one hundred eighty (180) days of policy inception.

14.7. Waiver of Subrogation. Manager waives any claim against Owner for any loss covered by property insurance of the type specified in Section 14.1 to the extent of proceeds recoverable thereunder. Owner waives any claim against Manager for any loss covered by any property insurance which Owner may elect to maintain on the Arena, the Parking Areas or any improvements thereon to the extent of proceeds recoverable by Owner thereunder. Subject to the limitations set forth in this Section 14, Manager and Owner shall each obtain from its respective insurance company or companies a waiver of any right of subrogation that such company may have against Owner or Manager, as applicable, and Manager shall further obtain from its insurance company or companies a waiver of any right of subrogation that such company may have against each trustee and beneficiary under any security instruments affecting the Arena, the Parking Areas or any improvements thereon. As respects the insurance required under the Sections 14.1 (a), (b), (c), (d), (e), (g), (i) and (j), Manager waives on its own behalf

and on behalf of its insurers any claim against Owner or Owner Indemnified Parties for any loss covered by such insurance.

14.8. Damage and Destruction. Notwithstanding the provisions of Section 14.2, in the event of damage or destruction to the Arena or the Parking Areas during the Term which materially affects the ability of Owner and Manager to operate the Arena or the Parking Areas, as determined by Owner (whether or not caused by events for which insurance is maintained under this Agreement), Owner may, but has no obligation to, cause the Arena or the Parking Areas to be rebuilt (except as may otherwise be provided under the 2023 Facility Financing Documents or any other Financing Pledge) at Owner's sole cost and expense. In the event that the Owner determines to rebuild and the process of repair and reconstruction is not expected to exceed eighteen (18) months, the Term shall be extended so that the number of months remaining following re-opening is the same as the number of months remaining in the Term immediately prior to such damage or destruction. In the event Owner does not cause the Arena to be rebuilt, any insurance proceeds in connection with the damage or destruction thereof (net of costs to obtain such proceeds) shall be applied in the same manner as the proceeds of Total Takings are applied in Section 19.3.

14.9. Owner Participation in Obtaining Coverage. Without limiting the obligations of Manager under this Agreement, at Manager's request, Owner may, at its option, cooperate with Manager to assist Manager in obtaining the policies and coverage described in this Section 14, including, if practicable, obtaining Property Insurance and Boiler and Machinery Insurance coverage under any blanket policies maintained by Owner, to maximize available economies. The cost of any coverage obtained under this Section 14.9 shall be an Operating Expense.

14.10. Modification of Insurance Requirements. The Risk Manager of Owner may accept, at his or her sole discretion, lower insurance limits, or less restrictive insurance terms and conditions, than those set forth in this paragraph.

15. Contracts with Others. In exercising its rights and obligations, pursuant to this Agreement, to enter into contracts and agreements with others for such things as goods, services, and events, Manager shall follow prudent business practices and generally accepted risk management principles related to contractual risk transfer by using Manager's commercially reasonable efforts to ensure that such contracts and agreements include requirements for the contractors (including without limitation event sponsors and tenants) to (i) carry proper insurance, (ii) name at least Manager, Owner and Owner Indemnified Parties as additional insureds on such insurance, and (iii) indemnify, defend and hold harmless at least Manager, Owner and Owner Indemnified Parties.

16. Default and Remedies.

16.1. Defaults of Manager. Each of the following shall constitute an event of default on the part of Manager (each, following the expiration of the applicable cure period, a "Manager Event of Default").

(a) Failure of Manager to pay any amounts required to be paid by Manager to Owner or as Debt Service, under this Agreement within ten (10) calendar days following notice from Owner.

(b) Except as provided in clause (a), the failure to cure, after sixty (60) days' notice to Manager, (i) the failure of Manager on more than one occasion to perform material obligations under this Agreement, which failure materially and adversely affects Owner, or (ii) a material misrepresentation made by Manager in this Agreement which is continuing, and which materially and adversely affects the ability of Manager to fulfill its obligations hereunder and which cannot be overcome in a manner that will substantially restore the benefits of this Agreement to Owner within the cure period described in this Section; *provided that* in the event the cure cannot be completed within such sixty (60) day period, the cure period shall be extended so long as is reasonably required to complete such cure, to a maximum of an additional one hundred and eighty (180) days, so long as the cure has been commenced within such sixty (60) day period and is diligently carried out to completion. Notwithstanding the preceding, Manager shall not be in default under this Agreement in the event of a *bona fide* dispute with a vendor or other third party as to amounts payable by Manager so long as Manager continues to use commercially reasonable efforts to diligently resolve the dispute and has paid all undisputed amounts, unless clause (d) otherwise applies.

(c) Manager's becoming bankrupt or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for its obligations under this Agreement or for any substantial part of its property, or any bankruptcy, reorganization or insolvency or similar arrangement or proceeding instituted by or against the Manager under the laws of any jurisdiction which has not been stayed or dismissed within ninety (90) days.

(d) Except as consented to by Owner, Manager's causing or allowing a lien or encumbrance not existing as of the Effective Date or relating to operations at the Facility prior to the Effective Date to be imposed against all or any portion of the Arena (except as authorized by this Agreement or any of the 2023 Facility Financing Documents) unless (i) the same is removed or expunged within thirty (30) days of Manager's becoming aware of the existence of such lien or encumbrance, or (ii) Manager has posted or otherwise obtained a bond in accordance with applicable law guarantying satisfaction of such lien or encumbrance.

(e) The rejection or other termination of the NHL Team Agreement through no fault of the NHL Team, in connection with any bankruptcy proceedings of Manager.

Notwithstanding any provision of this Agreement to the contrary, a Manager Event of Default shall not exist under this Agreement to the extent arising from the default of the NHL Team in the performance of its obligations under the NHL Team Agreement.

16.2. Remedies of Owner.

(a) If a Manager Event of Default described in Section 16.1(a) shall have occurred and be continuing, Owner may give notice to Manager, stating that upon passage of an additional ten (10) days and, subject to the terms and provisions of the 2023 Facility Financing

Documents, Owner will exercise the remedies set forth below, *provided, however, that* if Manager shall effect a cure during such 10-day period, such notice shall be deemed withdrawn; *provided further, however,* that the notice described in this clause (a) need not be given if more than one (1) such notice under this Section 16.2(a) has previously been given during the Term.

(b) If a Manager Event of Default described in Section 16.1(b), (c), (d) or (e) shall have occurred and be continuing, Owner may give notice to Manager stating that upon passage of an additional sixty (60) days and, subject to the terms and provisions of the 2023 Facility Financing Documents, Owner will exercise the remedies set forth below; *provided, however, that* if Manager shall effect a cure during such 60-day period or shall have commenced and continued to cure, Owner shall withdraw its notice unless such cure shall not be effected within a reasonable time as otherwise provided in Section 16.1, Owner shall withdraw its notice; *provided further, however,* that the notice described in this clause (b) need not be given if more than one (1) such notice under this Section 16.2(b) has previously been given during the preceding twelve (12) calendar months.

(c) In addition to all other rights and remedies of Owner, but subject first to the prior application of Sections 16.2(a) and/or 16.2(b) and the terms and provisions of the 2023 Facility Financing Documents, including the rights of the 2023 Trustee to cause any defaults to be cured and the appointment of a new manager in accordance with the terms and provisions of such 2023 Facility Financing Documents, Owner may terminate this Agreement effective on the date specified in a written notice of termination delivered by Owner to Manager in accordance with Section 21.2 and exercise all other remedies available to it at law or in equity on account of such default.

(d) The Parties stipulate that on the occurrence of a Manager Event of Default, it would be extremely difficult to ascertain the amount of compensation which would afford adequate relief or pecuniary compensation would not afford adequate relief, and that during litigation, a continuing Manager Event of Default would cause great or irreparable injury to Owner. In that event, the Parties further stipulate to the granting of injunctive relief to Owner compelling performance by Manager of its obligations under this Agreement.

16.3. Defaults of Owner. Each of the following shall constitute an event of default on the part of Owner (each, following the expiration of the applicable cure period, an “**Owner Event of Default**”).

(a) Failure of Owner to pay any amounts due and owing to Manager within ten (10) calendar days of the date such amounts are due.

(b) Except as provided in clause (a), the failure to cure, after sixty (60) days’ notice to Owner, (i) failure of Owner on more than one occasion to perform material obligations under this Agreement, which failure materially and adversely affects Manager, or (ii) a material misrepresentation made by Owner in this Agreement which is continuing, and which materially and adversely affects the ability of Owner to fulfill its obligations hereunder and which cannot be overcome in a manner that will substantially restore the benefits of this Agreement to Owner within the cure period described in this Section; *provided that* in the event the cure cannot be completed within such 60-day period, the cure period shall be extended so long as is reasonably

required to complete such cure, to a maximum of an additional one hundred and eighty (180) days, so long as the cure has been commenced within such 60-day period and is diligently carried out to completion.

(c) Owner's becoming insolvent or bankrupt or becoming unable or ceasing to pay its debts as they mature, or making an arrangement with or for the benefit of its creditors, or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for its obligations under this Agreement or for any substantial part of its property, or any bankruptcy, reorganization or insolvency or similar arrangement or proceeding instituted by or against Owner under the laws of any jurisdiction which has not been stayed or dismissed within ninety (90) days.

(d) Any act or occurrence which constitutes a default (after applicable cure periods) shall occur with respect to the Facility Lease, except if such act or occurrence is the result of an act or omission of Manager in violation of this Agreement.

16.4. Remedies of Manager.

(a) If an Owner Event of Default described in Section 16.3(a) shall have occurred and be continuing, Manager may give notice to Owner, stating that upon passage of an additional ten (10) days and subject to the terms and provisions of the 2023 Facility Financing Documents, Manager will exercise the remedies set forth below, *provided, however, that* if Owner shall effect a cure during such 10-day period, such notice shall be deemed withdrawn; *provided further, however,* that the notice described in this clause (a) need not be given if more than one (1) such notice under this Section 16.4(a) has previously been given during the Term.

(b) If an Owner Event of Default described in Section 16.3(b), (c) or (d) shall have occurred and be continuing, Manager may give notice to Owner stating that upon passage of an additional sixty (60) days and subject to the terms and provisions of the 2023 Facility Financing Documents, Manager will exercise the remedies set forth below; *provided, however, that* if Owner shall effect a cure during such 60-day period or shall have commenced and continued to cure, Manager shall withdraw its notice unless such cure shall not be effected within a reasonable time as otherwise provided in Section 16.3; *provided further, however,* that the notice described in this clause (b) need not be given if more than one (1) such notice under this Section 16.4(b) has previously been given during the preceding twelve (12) calendar months.

(c) In addition to all other rights and remedies of Manager, but subject first to the prior application of Sections 16.4(a)(i) and/or 16.4(a)(ii), Manager may, subject to the terms and provisions of the 2023 Facility Financing Documents, terminate this Agreement effective on the date specified in a written notice of termination delivered by Manager to Owner in accordance with Section 21.2 and exercise all other remedies available to it at law or in equity on account of such default.

(d) Following an Owner Event of Default, in addition to all other rights and remedies of Manager, Manager shall have the right to recover from Owner all unpaid amounts plus interest and an amount that fairly and equitably compensates for lost profit arising from

such Owner Event of Default, *provided that* Manager shall not be entitled to consequential damages in any event.

(e) The Parties stipulate that on the occurrence of an Owner Event of Default, it would be extremely difficult to ascertain the amount of compensation which would afford adequate relief or pecuniary compensation would not afford adequate relief, and that during litigation, a continuing Owner Event of Default would cause great or irreparable injury to Manager. In that event, the Parties further stipulate to the granting of injunctive relief to Manager compelling performance by Owner of its obligations under this Agreement.

17. **Representations.**

17.1. **Representations of Manager.** Manager makes the following representations:

(a) **Duly Organized.** Manager is a limited liability company duly organized and existing in good standing under the laws of the State of California, has made all required filings to effect and maintain such status, and holds a valid business license from the City of Anaheim.

(b) **Power and Authority.** Manager has full power and authority to execute this Agreement and to carry out its obligations under this Agreement, without the consent of any other Person except such as has been obtained, and the persons or parties signing this Agreement on behalf of Manager have the power and authority to cause Manager to enter into this Agreement and to comply with its obligations under this Agreement.

(c) **No Conflict.** The execution and delivery of this Agreement and the performance by Manager of its obligations under this Agreement will not conflict with, result in a breach of or cause a default or loss of any benefit under any provision of any of Manager's governing documents or any material agreement, instrument or obligation by which it is bound.

(d) **Binding Effect.** This Agreement constitutes the legal, valid and binding obligation of Manager enforceable in accordance with its terms, subject to laws applicable generally to applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting or limiting the rights of contracting parties generally.

17.2. **Representations of Owner; No Representations re Condition of Arena.**

(a) Owner makes the following representations:

(i) **No Conflict.** The execution and delivery of this Agreement and the performance by Owner of its obligations under this Agreement will not conflict with, result in a breach of or cause a default or loss of any benefit under any provision of any of Owner's governing documents or any material agreement, instrument or obligation by which it is bound.

(ii) **Power and Authority.** Prior to the Amendment Effective Date, this Agreement has been duly authorized by binding minute action of the City Council of

Anaheim. Owner has full power and authority to execute this Agreement and to carry out its obligations under this Agreement and the persons or parties signing this Agreement on behalf of Owner have the power and authority to enter into this Agreement and to comply with the obligations of Owner under this Agreement.

(iii) **Binding Effect.** This Agreement constitutes the legal, valid and binding obligation of Owner enforceable in accordance with its terms, subject to laws applicable generally to applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting or limiting the rights of contracting parties generally.

(b) **Condition of Arena.** Owner has not operated the Arena, and makes no representation or warranty, express or implied as to (i) the condition of the Arena or any property, fixtures or equipment at the Arena, (ii) the compliance of the Arena with applicable law, (iii) the remaining life of any system or component of the Arena, (iv) the manner in which the Arena, its equipment, components and systems were constructed or have been maintained, (v) the likely or intended conduct of the NHL Team, or the likelihood or effect of any interruption in play by any National Hockey League team in the future, (vi) the anticipated future Revenues or Operating Expenses, or (vii) the ability of Manager to enter into any new Long-Term Agreement.

18. Hazardous Substances.

18.1. Covenant Regarding Hazardous Substances Handling. Manager agrees that it and its agents, employees, contractors, Affiliates, licensees or invitees shall not generate, manufacture, store, dispose of or otherwise use or hold on, under or about the Arena or transport to, from or across the Arena, any Hazardous Substances, without the prior consent of Owner other than office supplies and cleaning products, all as used in the ordinary course of business and all of which shall be used in strict compliance with all applicable Hazardous Laws. In the event Manager receives notice from any governmental agency of any proposed action against Manager under or violation of any Hazardous Substance Law pertaining to the Arena or any improvements thereon, Manager shall promptly notify Owner of the same.

18.2. Hazardous Substances Handling. Upon the expiration of the Term or earlier termination of this Agreement, Manager shall cause all Hazardous Substances to be removed from the Arena and transported for use, storage or disposal in compliance with all Hazardous Substance Laws, and all such costs and expenses shall be paid as Operating Expenses.

19. Condemnation.

19.1. Generally. In the event of the taking by any governmental authority acting under its power of eminent domain or the threat of exercise of the power of eminent domain (a “**Taking**”), all settlement negotiations with the condemning authority shall be conducted by Owner, *provided that* Manager shall have the right to consult with Owner and to participate in such proceedings. Owner shall regularly advise Manager of the progress of the negotiations.

19.2. Temporary Taking. In the event of a Temporary Taking, any award (net of the costs to obtain such award) shall constitute Net Revenues.

19.3. Total Taking. In the event of a Total Taking, any award shall be divided, distributed and disbursed in the following order of priority: (i) to the payment of Debt (initially to the payment in full of all obligations owing to the Bondholders) and Debt Service; and (ii) to compensate Manager and Owner for their respective interests in the Arena, the Parking Areas or any other portion of the Facility, including the loss of economic opportunity. Unless separate awards are made for the respective interests, the fair market value of such interests in the Arena shall be determined by mutual agreement of the Parties or if the Parties cannot agree, the fair market value shall be determined by an independent appraiser acceptable to Manager and Owner.

19.4. Other Taking. In the event of any other Taking not described in Section 19.2 or 19.3, any award (net of the costs to obtain such award) shall be deposited in the Insurance and Condemnation Account in accordance with Section 5.1(b)(iii) and applied first to mitigate the effect of the condemnation on the remaining Arena, the Parking Areas or any other portion of the Facility in a commercially reasonable manner in accordance with Section 14.8 and thereafter, any remaining award proceeds shall constitute Net Revenues.

20. Assignment.

20.1. General. This Agreement and the obligation to perform any services hereunder, may be assigned by Manager to any Manager Affiliate without Owner's prior consent, *provided that* the Manager Affiliate assumes all of the obligations of Manager and the conditions of Section 20.2(d) are met. If Manager desires to assign to any other person its rights or interests in this Agreement, Manager shall first obtain Owner's prior written consent, which, except as described in Section 20.2, may be withheld in Owner's sole discretion. In addition, Manager shall not allow to occur one or more transfers of ownership interests in Manager which result in the persons currently controlling Manager owning in the aggregate (directly or indirectly) less than forty-nine percent (49%) of the membership interests in Manager, without first obtaining Owner's prior written consent. Furthermore, this Agreement and the rights and obligations hereunder, may be collaterally assigned by Manager to the 2023 Trustee pursuant to the Financing Pledges, *provided that*, in the event that the 2023 Trustee shall exercise remedies under any Financing Pledges, the ultimate transferee shall assume the obligations of Manager.

20.2. Conditions of Approval. If the following conditions are met, Owner's consent to an assignment may not be unreasonably withheld or delayed:

(a) The proposed manager has provided financial statements and adequate verification of the net worth of the proposed transferee sufficient to meet the financial obligations of Manager under this Agreement;

(b) The proposed manager has significant experience managing comparable venues or, in the event that the assignment occurs as a result of the exercise by the 2023 Trustee of remedies under any Financing Pledges, the 2023 Trustee or the ultimate transferee has engaged a third party that has significant experience managing comparable venues;

(c) The proposed manager does not, as of the effective date of the assignment lease, manage, own or operate a theater or other venue with a seating capacity of more than seven thousand (7,000) within a radius of fifty (50) miles of the Arena.

(d) All required consents of persons holding Debt and of participants in the 2023 Facility Financing have been obtained as to the proposed manager or will be obtained prior to the effective date of such transfer. It shall be a condition of such assignment that the proposed transferee assumes all obligations of Manager under all Long-Term Agreements and operating contracts, and Manager shall indemnify and hold harmless Owner in respect of any claim arising in connection with such assignment due to failure of the proposed transferee to have so assumed any obligation of Manager.

20.3. Effect of Assignment. Any assignment or other transfer of rights or obligations not permitted by this Agreement shall be void *ab initio*.

21. Miscellaneous Provisions.

21.1. Relationship. Owner is the sole and exclusive owner of the Arena and the Parking Areas as that term is defined in Section 7.9. Nothing in this Agreement shall be construed to create a partnership or joint venture. Manager acknowledges that Manager has no property interest in the Arena or the Parking Areas, nor any interest in its business or assets, except for the interest of Manager in fees and profits strictly as described in this Agreement.

21.2. Notices. Any notices required or desirable under this Agreement shall be made in writing and delivered personally or by certified mail, postage prepaid, return receipt requested, or be recognized overnight courier, such as Federal Express or UPS, address to the applicable Party at the address stated in the introductory paragraph to this Agreement, and shall be deemed to be delivered on the third business day after depositing in a U.S. Post Office or when actually delivered in person or by overnight courier. Any and all notices or other communications required or permitted by this Agreement, or by law, to be delivered to, served on, or given to either Party by the other Party shall be in writing and shall be deemed properly delivered, given or served when personally delivered to such Party, or in lieu of personal delivery, when mailed by United States mail, first class or express, certified or registered, postage prepaid (or other overnight delivery service, charges prepaid), return receipt requested, or sent by courier, *provided that* the original, hard copy is delivered on the next day, addressed as follows:

Owner:	City of Anaheim Attn: City Clerk 200 South Anaheim Blvd. Anaheim, CA 92805
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With a Copy to: City of Anaheim
Attn: City Manager
200 South Anaheim Blvd.
Anaheim, CA 92805

And to: City of Anaheim
Attn: Robert Fabela, City Attorney
200 South Anaheim Blvd., Suite 356
Anaheim, CA 92805

Manager: Anaheim Arena Management LLC
Attn: General Manager
2695 E. Katella Avenue
Anaheim, CA 92806

With a Copy to: H & S Ventures, LLC
Attn: Michael Schulman
2101 East Coast Highway, Suite 300
Corona Del Mar, CA 92625

And to: H & S Ventures, LLC
Attn: General Counsel
2101 East Coast Highway, Suite 300
Corona Del Mar, CA 92625

And to: ocV!BE Sports & Entertainment, LLC
Attn: Katie Rodin, Chief Legal Officer
2695 E. Katella Avenue
Anaheim, CA 92806

And to: [2023 Trustee]

21.3. Possessory Interest Tax. Manager recognizes and understands that this Agreement may create a possessory interest subject to property taxation, and Manager may be subject to the payment of property taxes levied on such interests. In such a case, Manager shall be entitled to treat the actual cost of any property taxes (including possessory interest taxes) related to such possessory interests as an Operating Expense. Manager shall have the right to challenge or otherwise appeal any property tax assessment which the Manager in good faith believes is overstated or otherwise incorrect, and all reasonable costs incurred in challenging or appealing such an assessment will constitute an Operating Expense. On Manager's request, Owner shall cooperate with Manager in connection with any such challenge or appeal.

21.4. No Third Party Beneficiaries. This Agreement is solely for the benefit of the Parties and is not intended to benefit any person or entity that is not a party except: (a) solely for purposes of Section 14, the Manager Covered Parties and the Owner Covered Parties;

(b) solely for purposes of the last sentence of Section 24, Manager's Members; and (c) solely for purposes of Section 27, the Lenders and the 2023 Trustee.

21.5. Successors and Assigns. Manager shall have no right or power to assign any rights, obligations or interest in this Agreement to any other Person except as described in Section 20. Owner shall have no right or power to assign any rights, obligations or interest in this Agreement to any other Person except in connection with a sale of all or any portion of the Arena; *provided that*, unless such sale is conducted through a competitive bidding process under applicable law, Owner shall advise Manager that it intends to offer all or any portion of the Arena for sale or has received a proposal for the purchase or acquisition of all or any portion of the Arena, and the terms and conditions on which Owner would be willing to enter into such a sale, and Manager shall then, within ten (10) business days and, subject to the terms and provisions of the 2023 Facility Financing Documents, advise Owner that it wishes to purchase the Arena on such terms or propose alternate terms on which it would purchase the Arena. If Owner and Manager agree to such terms, the Parties shall, subject to the 2023 Facility Financing Documents, promptly proceed with all diligence to close the transaction in accordance with applicable custom and practice. If the Parties do not come to terms, Owner agrees it will not thereafter cause the Arena to be sold on terms which, overall, are more beneficial to the purchaser as to all material terms than the terms last proposed by Manager, without first offering to transfer the property to Manager on such terms and conditions. Subject to the foregoing, this Agreement shall be binding on and benefit the Parties and their respective successors and assigns and any sale of all or any part of the Facility shall be made subject to this Agreement.

21.6. Attorneys' Fees. If a Party institutes legal action against the other Party to interpret or enforce this Agreement or to obtain damages for any alleged breach, the prevailing Party shall be entitled to an award of reasonable attorneys' fees.

21.7. Force Majeure.

(a) A delay in or failure of performance hereunder by a Party to the Agreement, except for the obligation to make payments when due, shall be excused to the extent and for so long as caused by a Force Majeure Event with respect to the obligations of such Party. A Party shall be entitled to claim excused or delayed performance *provided, however*, such Party shall (i) use all reasonable efforts to overcome the effect of such Force Majeure Event and (ii) give notice to the other Party promptly after the discovery of such Force Majeure Event. Such notice shall contain a description of the Force Majeure Event, a description of the impact of the Force Majeure Event on performance and of remedial measures taken and to be taken, an estimate of the duration of such Force Majeure Event and an assessment on the immediate and on-going economic impact of the occurrence of such event. The Party claiming excused performance shall periodically update the information provided in such notices.

(b) The gross negligence or willful misconduct of a Party shall not constitute a Force Majeure Event excusing the performance of such Party or entitling such Party to any other relief under this Agreement. No Party shall be required to pay costs or bear expenses resulting from such gross negligence or willful misconduct of the other Party.

21.8. Interpretation. This Agreement shall be governed by California law. The provisions of this Agreement shall be interpreted and construed according to their fair meanings and not strictly for or against either Party. Headings in this Agreement are inserted only for convenient reference and are not part of this Agreement and do not limit, define, interpret, construe or otherwise affect the meaning of the provisions of this Agreement. References in this Agreement to “months” refer to calendar months.

21.9. Entire Agreement. This is the Parties’ entire Agreement on its subject, and merges and supersedes all prior negotiations, discussions and agreements. This Agreement cannot be amended or modified except by an instrument in writing signed by both Parties. No waiver of the breach of any term of this Agreement shall waive any other breach.

21.10. Further Assurances. The Parties shall execute such other and further agreements as are reasonably required to carry out the purposes and intent of this Agreement.

21.11. Counterparts. This Agreement may be executed in counterparts, all of which, collectively, shall constitute an original.

22. Broker Commissions. Owner and Manager each represents and warrants to the other that (i) no broker, agent or finder, licensed or otherwise, has been engaged by it in connection with the transaction contemplated by this Agreement, and (ii) all negotiations relative to such transaction have been carried out by such Party directly with the other Party without the intervention of any person in such manner as to give rise to any valid claim against either of the Parties for a broker’s commission, finder’s fee, or like payment. Each of the Parties shall indemnify and defend the other Party and hold it harmless from any and all loss, damage, liability or expense, including court costs and reasonable attorney’s fees, which the other Party may incur by reason of or in connection with any misrepresentation or breach of warranty by the indemnifying Party with respect to the foregoing.

23. Financing Issues. Owner may from time to time be required to consent to, or otherwise participate in, certain amendments, waivers or modifications to the 2023 Facility Financing Documents or the Financing Pledges. Owner acknowledges that such amendments, waivers or modifications may also affect the rights, benefits and obligations of the Manager hereunder, and accordingly Owner agrees that it shall not, without the prior written consent of Manager (not to be unreasonably withheld or delayed) consent to any such amendment, waiver or modification which may have the effect (directly or indirectly) of altering any of Manager’s rights, benefits or obligations hereunder in a manner adverse to Manager.

24. Limitation of Liability. Notwithstanding any other provision of this Agreement, in consideration of the benefits accruing hereunder, Owner and all successors and assigns covenant and agree that, in the event of any actual or alleged failure, breach or default hereunder by Manager in the keeping, observance or performance of any covenant, agreement, term, provision or condition of this Agreement, or for any act or neglect of Manager or any Manager Indemnified Party occurring during the Term: (i) no person who now is or at any time hereinafter becomes one of the constituent direct or indirect members, partners, Affiliates or managers of Manager (collectively, “**Manager’s Members**”) shall be sued or named as a party in any suit or

action (except as may be necessary to secure jurisdiction of Manager); (ii) Manager's Members shall have no liability to Owner; (iii) no service of process shall be made against Manager's Members (except as may be necessary to secure jurisdiction over Manager); (iv) none of Manager's Members shall be required to answer or otherwise plead to any service of process; (v) no judgment will be taken against Manager's Members; (vi) any judgment taken against Manager's Members may be vacated and set aside at any time *nunc pro tunc*; (vii) no writ of execution shall be levied against the assets of Manager's Members; (viii) the obligations of Manager under this Agreement do not constitute obligations of Manager's Members, and Owner shall not seek recourse against Manager's Members or any of their assets for satisfaction of any liability in respect of this Agreement; and (ix) these covenants and agreements are enforceable both by Manager and also by Manager's Members.

25. Option to Convert Agreement to Lease. Upon at least ninety (90) days' prior written notice, Manager shall have a one-time right, which shall be exercised, if at all, during the Revised Initial Term and subject to the terms and provisions of the 2023 Facility Financing Documents, to notify City of Manager's desire to convert this Agreement to a long-term lease the terms of which lease will provide to and impose upon the Parties (without material variation) the same rights, powers, privileges, obligations and duties as are provided to and imposed on the Parties under this Agreement (the "**Lease**"). Following such notice, the Parties shall then have seventy-five (75) days (the "**Lease Documentation Period**") to work in good faith to finalize the Lease in form acceptable to both Parties in their sole discretion and subject to the approval of the 2023 Trustee. The Parties acknowledge and agree that if agreement is reached, and the Lease is approved by the City Council of Owner, as then constituted, the Parties shall then execute and deliver the Lease and the leasehold estate shall be created in the Manager thereby as tenant under the Lease. The Parties further agree that the Lease negotiations shall not be the basis for any demand or requirement of either of the Parties to, and neither of the Parties shall assert a demand or requirement for, additional consideration, or for a material variation in the rights, powers, privileges, obligations, terms and duties of the Parties set forth in this Agreement, other than such variations as may be required to reflect the legal relationship of parties under a lease (as distinguished from the legal relationships created by this Agreement), including the provision of statutorily permitted remedies routinely provided in leases, the provision of customary covenants, representations and warranties pertaining to the encumbrance of the Arena, the presence and use of hazardous substances or materials and compliance with non-discrimination and other applicable laws and restrictions. The Lease shall be without cost to the Owner, and on demand, Manager shall reimburse legal expenses reasonably incurred by Owner in connection with the Lease negotiation and documentation during the Lease Documentation Period. The Parties agree that this Agreement, is a valid contract and shall not be impaired in any manner whatsoever but shall continue in full force and effect according to its terms unless and until the Lease is executed and becomes effective according to its terms. Neither Party shall have recourse to the other or be deemed in default of this Agreement in the event a Lease is not agreed on following good faith negotiations during the Lease Documentation Period, is not approved by the City Council of Owner or if Manager exercises the option to convert this Agreement to a lease after December 31, 2022 and the California Department of Housing and Community Development or any successor agency files an objection to the lease.

26. Alterations to Arena and the Parking Areas Mandated by Law.

Notwithstanding any provision herein to the contrary, the construction, installation, implementation, operation, funding and maintenance of any alteration, repair, expansion, modification, or any other type of change to the physical features or operations of the Arena and the Parking Areas (“**Alterations Mandated By Law**”) that arises from and is mandated by state or federal law or any change to such state or federal law, shall be a part of Manager’s duties as described under Section 3 and the funding of which shall constitute an Operating Expense. For the purposes of this Section 26, a state or federal law requirement or a change in state or federal law shall include a legislative or regulatory change, a state or federal public health order, a judgment or ruling by a court of competent jurisdiction, or a settlement between the parties in litigation, which requires the Alterations Mandated By Law be constructed or implemented for the Arena and the Parking Areas Owner shall not have any obligation with respect to any Alterations Mandated By Law described in this Section and shall not be required to fund any such alterations.

27. Temporary Suspension of Certain Rights. Manager’s rights under Sections 7.4, 7.5, 7.6 and 16.4 (d) shall be temporarily suspended during any period in which Manager is in default of the obligation to pay Debt Service on the 2023 Facility Financing pursuant to Section 5.2(a). Upon and after the cure of any such default, all such rights shall be reinstated in full and shall be restored to Manager in all respects with the same standing Manager would have to exercise the same if they had not been suspended hereunder. This Section 27 is solely for the benefit of the Bondholders under the 2023 Facility Financing and shall be enforceable only by the Lenders or the Owner.

28. Special Obligation of Owner. Notwithstanding anything to the contrary contained herein, the obligation of Owner to make any payment required by or resulting from this Agreement is a special obligation of Owner payable only from the Gross Revenues available therefor in accordance with the priority of payment set forth in Section 5.2 and not from any other funds or monies of Owner. The full faith and credit of Owner is not available for or pledged to any payment required by or resulting from this Agreement. The obligation of Owner to make any payment required by or resulting from this Agreement does not constitute an obligation of Owner for which it is obligated to levy or collect any form of taxation or for which Owner has levied or pledged any form of taxation or any of its property, assets, income, funds or monies other than the Gross Revenues available therefor in accordance with the prior of payment set forth in Section 5.2.

{Signatures on Following Pages}

Executed as of the date first written above.

“OWNER”:

CITY OF ANAHEIM, a municipal corporation
and charter city

Dated: _____

By: _____

Print Name: _____

Title: Mayor Pro Tem

Attest:

Theresa Bass, City Clerk

Approved as to Form:

Robert Fabela, Esq., City Attorney

“MANAGER”:

**ANAHEIM ARENA MANAGEMENT LLC, a
California limited liability company**

Dated: _____

By: _____
William Foltz
Its: Chief Executive Officer

EXHIBIT “A”

Definitions

“**2003 Facility Financing Debt Service**” means the amount, if any, due pursuant to the previously issued “Series A 2003 Lease Revenue Bonds”.

“**2023 Facility Financing**” means the issuance by the Anaheim Public Financing Authority of its Taxable Lease Revenue Bonds, and the consummation of the other transactions contemplated by and permissible pursuant to the 2023 Facility Financing Documents including any subsequent series of bonds issued thereunder.

“**2023 Facility Financing Debt Service**” means, for any Operating Year, all amounts of principal and interest due in such Operating Year on the 2023 Facility Financing, any payments required to be made under any swap, cap or similar agreement related to the 2023 Facility Financing, and any other amounts owed to the Bondholders under the 2023 Facility Financing Documents; *provided that* “2023 Facility Financing Debt Service” shall not include any such amounts arising from the refinancing of any of the foregoing which increase the total debt service obligation unless otherwise agreed by Manager and Owner, each in its sole discretion.

“**2023 Facility Financing Documents**” means the documents entered into in connection with the 2023 Facility Financing, as such documents may have been or be amended or restated in accordance with the terms thereof.

“**2023 Trustee**” means the Trustee for the holders of the Anaheim Public Financing Authority Taxable Lease Revenue Bonds (Anaheim Arena Improvement Project) Series 2023.

“**2022 Parking Easement**” means the Parking and Access Easement Agreement dated _____, 2022 and entered into by _____ collectively as “Grantor” and Owner as “Grantee” and attached hereto as Exhibit C;

“**Acceptable Condition**” means a condition no worse than that existing on the Effective Date, reasonable wear and tear excepted, and at least comparable to the standards of maintenance and level of service existing at the Anaheim Convention Center and Angel Stadium of Anaheim, (making allowances for differences in age and disregarding for purposes of determining Manager’s compliance with this standard the effect of any major renovations or retrofitting of such other facilities) but giving effect to ongoing Maintenance and Repairs in accordance with this Agreement (including capital expenditures in accordance with the Annual Budget).

“**Accounting Date**” is defined in Section 6.3.

“**Accounts Agreement**” means the Accounts Agreement, dated as of _____, 2023, by and among the Anaheim Public Financing Authority, the Owner, the Manager and the 2023 Trustee.

“**Additional Insureds**” means (i) Manager’s affiliates, agents, contractors, heirs, successors, and assigns; (ii) the Anaheim Public Financing Authority; (iii) any entity controlled

by Owner, (iv) Owner's contractors and agents; and (v) any of the additional insureds required pursuant to any of the 2023 Facility Financing Documents.

"Additions" means any of the following (a) an addition to the original major equipment and components of the Arena, (b) a change in the physical structure of the interior or exterior of the Arena that results in a material change to the uses, purpose or operations of all or any part of the Arena, (c) a replacement or addition to the scoreboard or audio or video capabilities of the Arena, or (d) any single Capital Expenditure.

"Adjusted Net Revenues" means, for any period, the positive number, if any, determined by computing: (i) Net Revenues for such period, plus (ii) earnings on Permitted Investments, minus (iii) the aggregate amounts paid pursuant to Sections 5.2(b)(v) through 5.2(b)(vi) inclusive, for such periods (other than principal amounts of Operating Loans that were initially made in an Operating Year for which there were positive Net Revenues as of the end of such Operating Year).

"Advance Deposits" means all refundable deposits and advances and proceeds of advance ticket sales accepted by Manager from third parties (including from suite holder, club seat holders and season ticket holders, to the extent received by Manager, as opposed to a third party) in connection with future bookings.

"Affiliate" shall mean any Person, directly or indirectly, through one or more intermediaries, controlling, controlled by or under common control with Manager or Manager's Member holding a twenty-five percent (25%) or greater interest in Manager, or any member of the immediate family of a person, directly or indirectly controlling Manager or such Manager's Member. The term "control," as used in the immediately-preceding sentence, shall mean with respect to a corporation or limited liability company the right to exercise, directly or indirectly, more than fifty-percent (50%) of the voting rights attributable to the controlled corporation or limited liability company and, with respect to any individual, partnership, trust, other entity or association, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the controlled entity.

"Agreement" is defined in the opening paragraph of this Agreement.

"Alterations Mandated By Law" is defined in Section 26.

"Amendment Effective Date" means July 1, 2022.

"Annual Budget" is defined in Section 10.

"Applicable Law" means any law, regulation, requirement or order of any federal, state, county, city or local agency, court or other governmental organization applicable from time to time to the financing, ownership, possession, or operation of the Arena or the performance of any obligation relating to this Agreement.

"Arena" is defined in Recital A.

“**Beneficial Interests**” means collectively: (a) 2022 Parking Easement; (b) the Loading Dock Easement Agreement; and (c) each other easement or other agreement recorded in the Official Records of Orange County, California the provisions of which are intended to benefit the Land.

“**Bondholders**” means the Persons holding bonds issued pursuant to the 2023 Facility Financing.

“**Capital Expenditure**” means expenditures for property, components, systems and structures with a useful life of not less than three (3) years or which extend the life of the structure or improvement into which incorporated by not less than three (3) years, having a unit cost of not less than \$10,000.

“**City Manager**” means the City Manager of the City of Anaheim, or such person’s designee.

“**Debt**” means (i) the principal amount of the 2023 Facility Financing; (ii) the principal sum of amounts financed to pay for Additions; (iii) Other Debt; and, (iv) payments required to be made under swap, cap or similar agreement related to any of foregoing; *provided that* “**Debt**” shall not include any refinancing of any of the foregoing which increases the principal or interest obligation unless otherwise agreed by Manager and Owner, in their sole discretion.

“**Debt Service**” means, for any Operating Year: (a) all amounts of principal due in the current Operating Year and all amounts of interest, fees, costs and expenses due for such Operating Year with respect to the 2023 Facility Financing or any other Debt.

“**Debt Service Loans**” means a loan made by Manager, its Affiliates or a third party lending institution, the proceeds of which are used to pay Debt Service, *provided that* any such loan made by Manager or an Affiliate shall not bear interest at an annual rate in excess of Prime plus one percent (1%).

“**Development Agreement**” means “Development Agreement No. ___ Between the City of Anaheim and Anaheim Real Estate Partners, LLC dated _____, 2022.

“**Distribution Date**” means, with respect to an Operating Year, the date which is ten (10) days following the Accounting Date for such Operating Year.

“**District**” means that portion, as depicted on Schedule 3, of the mixed-used development commonly known as ocV!BE.

“**District Sign Agreement**” means the agreement dated July 1, 2022 between and among the City and the Manager with respect to the future allocation of the District Sign Revenues between the parties to such agreement.

“**District Sign Revenues**” means collectively, on a cash basis, for any period, any and all revenues derived by Manager or any Affiliate of Manager from the District Signs as a result of the display of advertising and sponsorship rights to and on the District Signs net of the costs of sale of such advertising and sponsorship rights District Signs *with the exception of* any payments

received in return for naming rights, identity or wayfinding with respect to the District or any building or area of the District (with the exception of the Arena itself) minus the cost of operation and maintenance and the funding of maintenance and replacement reserves with respect to the District Signs.

“District Signs” are the seven (7) static signs and two (2) “Spectacular” LED Displays as depicted on Schedule 2.

“District Sponsorship Revenues” means collectively any and all revenues derived by Manager or any Affiliate including District related sponsorship revenues with the exception of the District Sign Revenues, Marquee Replacement Revenues and other revenues derived as a result of the sale of rights at or with respect to the Arena (consistent with past practice) and otherwise includable in Gross Revenues.

“Effective Date” is defined in Section 2.1.

“Extended Term” is defined in Section 2.2.

“Extension Notice” is defined in Section 2.2.

“Facility” means, collectively, the Arena, the Parking Areas and each other real estate interest of the Owner subject to the Facility Lease.

“Facility Lease” means the Lease Agreement entered into in connection with the 2023 Facility Financing, as amended, restated, supplemented or replaced from time to time.

“Financial Statements” is defined in Section 6.3.

“Financing Pledges” means (i) with respect to the 2023 Trustee for the benefit of the Bondholders, the Indenture entered into in connection with the 2023 Facility Financing; and (ii) with respect to any Debt other than the 2023 Facility Financing, the beneficiary of a security interest in any asset of the Arena securing such Debt.

“Financing Reserves” is defined in Section 5.1(b)(iv).

“Financing Reserve Accounts” is defined in Section 5.1(b)(iv).

“Food and Beverage Concessions Contract” is defined in Section 3(i).

“Food and Beverage Services” is defined in Section 3(i).

“Force Majeure Event” means any act, event or condition which has or has had a material adverse effect on the Arena or the Parking Areas, the ownership or operations of either and the occurrence of which is outside the reasonable control of Manager and Owner (including, without limitation, terrorism, acts of public enemy, war, strikes, lockouts, labor disputes, governmental delays, acts of God, fires, floods, earthquakes, pandemics, epidemics, and freight embargoes).

“Gross Revenues” means, collectively, on a cash basis, for any period, any and all payments, fees and deposits of every nature received by Manager or Owner (including, except as expressly set forth to the contrary in this Agreement, from any revenue streams not presently contemplated by this Agreement) for use of the Arena or services at or in respect of rights granted by Manager or Owner, including revenues derived under a Food and Beverage Concessions Contract or the provision of Food and Beverage Services by Manager (including as a result of the sale of beer, wine and spirits if permissible under Applicable Law); Advance Deposits if and when deposited into the Operating Account in accordance with Section 5.1 (b); amounts transferred to the Operating Account pursuant to Section 5.1 or from the Third Party Funds Account pursuant to Section 5.1(b)(ii); District Sign Revenues (subject to the District Sign Agreement and only if not included in Severable Improvement Revenues and only until such time as the 2023 Facility Financing is repaid in full); NHL Team Supplemental Revenues (subject to the NHL Team Agreement and if not included in Severable Improvement Revenues); District Sponsorship Revenues (but only if not included in Severable Improvement Revenues and only until such time as the 2023 Facility Financing is repaid in full); promotion revenues; rent; advertising revenues; ticket agent rebates; signage revenues,(including the Marquee Replacement Sign Revenue; payments from the Insurance and Condemnation Account to the Operating Account, if any; Severable Improvement Revenues; parking fees or revenues of any kind and however described ; facility fees or taxes of any kind (except, in the case of both parking fees and facility fees, if and to the extent classified as Severable Improvement Revenues); ticket fees or taxes of any kind; vendor refunds; membership fees; sponsorship , licensing fees premium seating fees, proceeds from the sale of programs, novelties; proceeds of insurance policies, (other than amounts received following casualty or destruction, if any); amounts awarded in connection with a Temporary Taking (net of costs to obtain the award); all funds received from any other source in connection with events held at the Arena including rebates or rights fees paid by third parties to the extent attributable to operations at the Arena directly or indirectly and allocated in a manner which equitable compensates the Arena for its proportionate contribution to such rebates or rights fees; and all funds expressly identified in this Agreement as Gross Revenues; *but specifically excluding* (i) amounts property held or to be deposited in the Third Party Funds Account; (ii) amounts properly paid to third parties from the Third Party Funds Account in accordance with Section 5.1(b)(ii); (iii) proceeds of Operating Loans, Debt Service Loans and Other Debt; (iv) Severable Improvement Revenues; and (v) earnings on Permitted Investments.

“Hazardous Substance” means an unlawful quantity of any hazardous substance, hazardous waste, hazardous constituent, toxic substance, pollutant, contaminant, or chemical known to the State of California to cause cancer or reproductive toxicity, as such or similar terms are defined by or otherwise subject to regulation by any local governmental authority, the State of California or the United States Government. The term **“Hazardous Substance”** includes, but is not limited to, an unlawful quantity of any material or substance which is (i) defined as a **“hazardous waste”** under Section 25115 of the California Health & Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as a **“hazardous substance”** under Section 25316 of the California Health & Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a **“hazardous waste”** under Section 25501 of the California Health & Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a **“hazardous substance”** under Section 25281 of the California Health & Safety Code, Division 20, Chapter 6.7

(Underground Storage of Hazardous Substances), (v) petroleum product, (vi) asbestos, (vii) polychlorinated biphenyls, (viii) methyl-tert butyl ether, (ix) designated as a “**hazardous substance**” pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. Section 1317), (x) defined as a “**hazardous waste**” pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq. (42 U.S.C. Section 6903), or (xi) defined as a “**hazardous substance**” pursuant to Section 10.1 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9801, et seq. (42 U.S.C. Section 9801), as each of the foregoing may be amended, supplemented or replaced from time to time.

“**Hazardous Substance Laws**” means any governmental law, ordinance or regulation relating to industrial hygiene, environmental protection, or the use, analysis, generation, manufacture, storage or transportation of Hazardous Substances.

“**Insurance and Condemnation Account**” is defined in Section 5.1(b)(iii).

“**Insurance and Condemnation Proceeds**” means: (a) the proceeds of any policy of insurance (net of cost to obtain such proceeds) maintained by Manager pursuant to Sections 14.1 (f) and (h) and damages or monies received by Owner or Manager as a result of the events typically insured by Sections 14.1(f) and (h); and (b) any damages, award or other monies received from any third party as a result of a Taking.

“**Land**” is defined in Recital A.

“**Lease**” is defined in Section 26.

“**Lease Documentation Period**” is defined in Section 26.

“**Lenders**” means (i) the Bondholders and (ii) any lender (including participants) of any Other Debt other than the Manager or an Affiliate of Manager.

“**Loading Dock Easement Agreement**” means that certain agreement dated January 31, 2019 recorded in the Official Records of the County of Orange as Document 2019000032504 on January 31, 2019, as it may be amended or restated from time to time.

“**Long-Term Agreement**” means, collectively, the NHL Team Agreement and any other agreement with any professional sports team for a period of not less than fifteen (15) years, to play all regular season home games at the Arena (specifically including a team holding a NBA Franchise).

“**Maintenance and Repairs**” means those necessary, ordinary, day-to-day maintenance, repairs to the Arena and the Parking Areas, and restoration and replacement of Arena assets, not otherwise constituting Capital Expenditures or Additions, in accordance with usual and customary arena industry practices consistent with those of other major sports and entertainment facilities of similar age, size and facilities.

“**Manager**” is defined in the opening paragraph of this Agreement.

“**Manager Covered Parties**” means the Manager and its officers, directors, and employees.

“**Manager Event of Default**” is defined in Section 16.1.

“**Manager’s Members**” is defined in Section 24.

“**Marquee Replacement Sign**” means the display intended to replace the former Katella and 47 Freeway Marquees pursuant to the Prior Agreement and depicted on Schedule 2 as the Honda Center Replacement Marquee.

“**Marquee Replacement Sign Revenue**” means collectively, on a cash basis, for any period, any and all revenues derived by Manager or any Affiliate of Manager from the Marquee Replacement Signs as a result of the display of advertising and sponsorship rights to and on the Marquee Replacement Signs net of the costs of sale of such advertising and sponsorship rights Marquee Replacement Signs *with the exception of* any payments received in return for naming rights, identity or wayfinding with respect to the District or any building or area of the District (with the exception of the Arena itself).

“**NBA Franchise**” is defined in Section 8.2.

“**Net Revenues**” means, for any period, the positive number, if any, determined by computing Gross Revenues for such period minus Operating Expenses for such period.

“**Net Working Capital**” means current assets less current liabilities (other than any current liabilities in respect of Operating Loans or Debt Service Loans), in accordance with generally accepted accounting principles, and if not otherwise included in current assets or current liabilities, all cash and investments including the Reserve Account amounts in the Third Party Funds Account (other than amounts held for disbursement to third parties as described in Section 5.1(b)(ii), the Insurance and Condemnation Proceeds Account and deferred revenues.

“**NHL Team**” means the Anaheim Ducks, or any successor professional team holding a National Hockey League franchise and playing home games at the Arena pursuant to the NHL Team Agreement.

“**NHL Team Agreement**” means the Amended and Restated Agreement dated August 1, 2022 and effective July 1, 2021 between Manager and Anaheim Ducks Hockey Club, LLC.

“**NHL Team Supplemental Revenues**” means the NHL Team’s share of the Premium Seating Revenues, Non-Hockey Advertising Revenues and the Naming Rights Revenues as defined in and pursuant to Section 16 of the NHL Team Agreement.

“**Operating Account**” is defined in Section 5.1(b)(i).

“**Operating Expenses**” means collectively, on an accrual basis, for any period, all expenses of equipment leasing, licensing, operating, maintaining, repairing and replacing portions of the Arena, the Marquee Replacement Signs and the Parking Areas (if applicable), including (but not limited to) utilities, costs of insurance, wages of employees of the Arena and

related payroll expense and all costs of entering into service and other contracts as contemplated by this Agreement; costs of materials and supplies; talent expense; advertising and promotional cost and other direct expenses; amounts actually paid to or held back by the operator under the Food and Beverage Concessions Contract (if included in Net Revenues); amounts paid to vendors from Severable Improvement Revenues; without duplication, payments made during such period, or deposits made during such period to the Reserve Account as reasonable Reserves, for Maintenance and Repairs; costs of maintaining any letters of credit in favor of Lenders; costs of thirty party claims relating to use and operation of the Arena and not covered by insurance; amounts paid over from the Operating Account to the Insurance and Condemnation Account; all charges, assessments, fees and taxes which may now or at any future time be imposed by any governmental body having jurisdiction on the uses and operation of the Arena or the Parking Areas provided for in this Agreement or on Owner's interest in the Arena or the Parking Areas (including any possessory interest of Manager under this Agreement); legal and other professional fees incurred in the ordinary course of operation of the Arena not specifically excluded below Capital Expenditures (except as otherwise provided above in this definition of "Operating Expenses"); amounts paid out from the Third Party Funds Account; but *specifically excluding* (i) legal fees of either Party in connection with negotiation, documentation, interpretation or enforcement of this Agreement, indirect costs or overhead of Manager or Owner (in particular, any salary allocation of management of an Affiliate of Manager, and legal, accounting, and human resources expenses of an Affiliate of Manager shall not be allocated to the Arena, except as otherwise permitted pursuant to this Agreement), (ii) depreciation and/or amortization, and (iii) taxes assessed against Manager or any Affiliate of Manager other than as specifically described in this Agreement.

“Operating Loan” means an unsecured loan made by Manager, an Affiliate of Manager or a third party lending institution, the proceeds of which are used to pay Operating Expenses, or interest or principal due under an Operating Loan; *provided that* any such loan made by Manager or its Affiliates shall not bear interest at an annual rate in excess of Prime plus one percent (1%).

“Operating Year” means, the period from July 1 of each calendar year to June 30 of the following calendar year, except that the final Operating Year shall terminate on the last day of the Term.

“Other Debt” means (i) debt incurred in order to finance Additions; (ii) Severable Improvement Debt; (iii) any other secured or unsecured debt incurred for any other purpose and agreed to by Manager and Owner; and (iv) any obligations incurred in connection with any swap, cap or similar agreement related to the foregoing.

“Other Debt Service” means, for any Operating Year, all amounts of principal and interest due, and any other payments required to be made, in such Operating Year on Other Debt; *provided that* Other Debt Service shall not include any such amounts arising from the refinancing of any of the foregoing (excluding Severable Improvement Debt) which increase the total debt service obligation unless otherwise agreed by Manager and Owner, each in its sole discretion.

“Owner” is defined in the opening paragraph of this Agreement.

“**Owner Covered Parties**” means the Owner and its elected and appointed officials, officers, and employees.

“**Owner Event of Default**” is defined in Section 16.3.

“**Owner Indemnified Parties**” means Owner, Anaheim Public Financing Authority, any entity controlled by Owner, the elected and appointed officials, officers, employees, contractors and agents of each, and their respective heirs, successors, and assigns.

“**Parking Areas**” are defined in Section 7.9.

“**Party**” and “**Parties**” are defined in the introductory paragraph of this Agreement.

“**Permitted Investments**” means (i) direct obligations of the United States of America and agencies guaranteed by the United States government having a final maturity of one year or less from date of purchase thereof; (ii) certificates of deposit (including those offered in conjunction with the Certificate of Deposit Account Registry Services (CDARS®)) which are fully insured by the Federal Deposit Insurance Corporation and having a final maturity of one year or less from the date of purchase thereof; (iii) certificates of deposit issued by, or bankers’ acceptances of, or time deposits with, any bank, trust company or national banking association incorporated or doing business under the laws of the United States of America or one of the states thereof having combined capital and surplus and retained earnings as of its last report of condition of at least \$500,000,000 and having a short-term deposit debt rating of “A1” by S&P or “P1” by Moody’s (or, if neither such organization shall rate such short-term deposits at any time, a rating equal to the highest ratings assigned by any nationally recognized rating organization in the United States of America) and having a final maturity of one year or less from date of purchase thereof; (iv) commercial paper of any holding company of a bank, trust company or national banking association described in clause (iii) and commercial paper of any corporation or finance company incorporated or doing business under the laws of the United States of America or any state thereof having a rating assigned to such commercial paper of “A1” by S&P or “P1” by Moody’s (or, if neither such organization shall rate such commercial paper at any time, a rating equal to the highest ratings assigned by any nationally recognized rating organization in the United States of America) and having a final maturity of two hundred (270) days or less from the date of purchase thereof; (v) demand deposit accounts that are fully insured by the Federal Deposit Insurance Corporation, *provided that* except for investments described in clause (i) and (ii), no more than the greater of \$10,000,000 or fifty percent (50%) of amounts invested under this Agreement (excluding earned interest) may be invested as “**Permitted Investments**” in any one corporation, bank holding company, bank, trust company or national banking association at any given time, (vi) money market funds rated in one of the two highest rating categories by Moody’s or S&P; and (vii) bank money market accounts or mutual funds that invest exclusively in any one or more of the foregoing.

“**Person**” means an individual, partnership, limited liability company, corporation, trust, estate, association or any other entity.

“**Personal Property**” means all personal property, furniture, fixtures and equipment used and, following the date of this Agreement, acquired for use at the Arena from time to time.

“**Prime**” means the prime rate listed from time to time in *The Wall Street Journal*, which listing appears as of the date hereof under the caption “Money Rates.”

“**Revised Initial Term**” is defined in Section 2.1.

“**Reserve Account**” is defined in Section 5.1(b)(iv).

“**Reserves**” means amounts set aside in the Reserve Account as reserves for the payment of Maintenance and Repairs, other Capital Expenditures or Operating Expenses.

“**Severable Improvement Debt**” means debt incurred in order to finance Severable Improvements.

“**Severable Improvement Revenues**” means the identifiable revenue stream derived from a Severable Improvement acquired in a transaction described in Section 12.

“**Severable Improvements**” means severable improvements to or for the benefit of the Arena and its patrons and whether the property of Owner, Manager or an Affiliate of Manager.

“**Taking**” is defined in Section 19.1.

“**Team Improvements**” means improvements to the Arena in connection with Long-Term Agreements, other than Severable Improvements.

“**Temporary Taking**” means a Taking of all or any part of the Arena for less than one (1) year.

“**Term**” is defined in Section 2.1.

“**Third Party Funds Account**” means an account into which funds required to be paid to a third party are deposited pending disbursement to such third party, including, by way of example, the portion of prepaid tickets and parking charges due to such third party under the applicable governing agreement.

“**Total Taking**” means a Taking of the entire Arena or such portion of the Arena that there is a substantial impairment of the ability of Owner and Manager to operate the Arena for the purposes and in the manner contemplated by this Agreement.

EXHIBIT “B”

NHL Team Agreement Certification

EXHIBIT "C"
Parking Easement

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

City of Anaheim
200 S. Anaheim Blvd.
Anaheim, CA 92805

(Space Above This Line For Recorder's Use Only)

PARKING EASEMENT AGREEMENT

THIS PARKING EASEMENT AGREEMENT ("**Agreement**") is made effective as of _____, 2022, by and between TS ANAHEIM, LLC, a California limited liability company ("**TSA Owner**"), FCD, LLC, _____ ("**FCD Owner**") and DOUGLASS AVENUE PARTNERS, LLC, a California limited liability company ("**DAP Owner**" and collectively with TSA Owner, "**Land Owner**"), and CITY OF ANAHEIM, a municipal corporation ("**Honda Center Owner**"). TSA Owner, DAP Owner and Honda Center Owner are individually referred to herein as an "**Owner**" and collectively referred to herein as the "**Owners**".

RECITALS

A. DAP Owner is the owner of a ground leasehold interest (with the authority to execute this Agreement) in that certain land situated in the City of Anaheim ("**City**"), County of Orange ("**County**"), State of California, as depicted on **Exhibit A** attached hereto and incorporated herein by reference ("**Deck C**"), and TSA Owner and FCD Owner are the Owners of that certain land situated in the City, the County, the State of California, as depicted on **Exhibit B**, also attached hereto and incorporated herein by reference (collectively, "**Decks B & D**"). Deck C and Decks B & D are referred to collectively as the "**Decks**". Pursuant to Development Agreement 2020-0004, the land underlying Deck D will be conveyed to the City.

B. Honda Center Owner is the owner of that certain real property situated in the City, the County, State of California, as more particularly described on **Exhibit C** attached hereto and incorporated herein by reference ("**Honda Center**").

C. The Decks and Honda Center are sometimes referred to herein individually, as a "**Property**" and, collectively, as the "**Properties**".

D. Land Owner desires to grant a permanent, non-exclusive easement for parking on and access to the Decks for the benefit of Honda Center, as more particularly set forth herein.

E. Subject to the provisions of Section 6(b) hereof, the Owners intend that the Properties shall be held, sold, and conveyed subject to the covenants, conditions, restrictions, reservations, and easements set forth herein, and that any future owner of all or any portion of

any one of the Properties shall acquire title to its ownership interest subject to the covenants, conditions, restrictions, reservations, and easements set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owners covenant and agree, each by and for itself, and its respective successors and assigns, and all persons claiming under or through it, that the Decks and Honda Center shall be held, transferred, encumbered, used, sold, conveyed, leased and occupied subject to the covenants, conditions, restrictions, reservations and easements hereinafter set forth.

AGREEMENT

1. **Incorporation of Recitals.** The above Recitals are hereby incorporated into this Agreement by this reference.

2. **Grant of Easement.** Land Owner hereby establishes and grants for the benefit of Honda Center, for use by it and its tenants, invitees, agents, employees and guests ("Permittees"), and subject to the restrictions set forth below, the following non-exclusive, perpetual easement ("Parking Easement") for (i) the parking of motor vehicles (the "Parking Stalls") on the Decks, and (ii) the passage of pedestrian and motor vehicles on, over, across and through that portion of the streets, curbs, sidewalks, driveways and drive aisles on or within Deck B and Deck C.

3. **Operation, Maintenance and Repair.**

(a) Land Owner shall operate, maintain, and repair, or cause to be operated, maintained, and repaired the Decks, in a good, safe, and first-class condition, including but not limited to: maintenance and repair of all access control equipment and improvements, lighting, signage, amenities, architectural elements of the Decks, and any and all other improvements or features; regular (but not less than daily) removal of debris and waste; graffiti abatement within three business days of placement of graffiti; and restoration of any and all surfaces, and other improvements or features of the Decks that may become damaged.

(b) Land Owner shall, at its sole cost and expense, perform or cause to be performed all work required herein in conformance with all applicable federal, state and local laws.

(c) Land Owner shall have the right, in its sole discretion and without the consent of Honda Center Owner, to use, operate and/or improve the Decks so long as same is always used for parking.

4. **Use.** Honda Center Owner shall comply, and shall cause its Permittees to comply, with any and all reasonable rules, regulations, instructions and directions of Land Owner, and any and all applicable governmental ordinances, rules, laws and regulations relating to the Decks. Honda Center Owner shall not do or permit anything to be done in or about the Decks which will in any way obstruct or interfere with the rights of Land Owner or other parties entitled to use the Decks and Deck C.

5. **Limitation of Liability.** Use of the Parking Easement by Honda Center Owner and its Permittees shall be at its and their sole risk and in no event shall Land Owner have any liability to Honda Center Owner or any Permittee as a result of such party's use of the Decks.

6. **General.**

(a) **Effectiveness.** This Agreement shall become effective and binding upon the Owners and their respective successors and assigns upon recordation of this Agreement, duly executed by the parties hereto, in the Official Records of Orange County ("Official Records").

(b) **Covenants Running; Binding Effect.** All of the easements granted hereunder and other provisions of this Agreement shall constitute covenants running with the land pursuant to applicable law and shall inure to the benefit of and be binding upon the Owners and their respective successors and assigns who acquire any interest in the Properties. All of the provisions of this Agreement shall also be enforceable as equitable servitudes. Each covenant to do or refrain from doing some act on each Property described herein runs with the benefitted and burdened Property(ies) meaning that such covenant (i) is for the benefit of each other Property and shall benefit the Owner thereof and each other person acquiring therein, and (ii) is a burden upon the subject Property and shall be binding upon the Owner thereof and upon each successive Owner during its ownership of the subject Property, and (iii) runs with the subject Property.

(c) **Transfer of Entire Interest.** In the event of the transfer, conveyance or termination of the whole of the interest of an owner in its Property without retaining any beneficial interest therein, other than as beneficiary under the terms of a deed of trust or mortgage or without simultaneously acquiring a new interest by way of leasehold, life estate or any other similar interest, then the rights and powers conferred upon and the obligations under this Agreement of the transferring Owner shall be transferred and assigned with its interest, or termination thereof. Upon consummation of any transfer as described above, the transferring Owner shall be released from any and all liability that would thereafter arise from or in connection with any term, covenant or condition under this Agreement to be performed by the Owner of the transferred Property, but such transferring Owner shall remain liable for all such liability with respect to events occurring prior to the transfer.

(d) **No Termination.** No breach of this Agreement shall entitle any party to cancel, rescind, or otherwise terminate this Agreement or excuse the performance of such party's obligations hereunder; provided, however, that this limitation shall not affect in any manner any other rights or remedies which any party may have by reason of such breach. This Agreement may only be terminated by (i) the written agreement of all of the owners of the Properties and, (ii) if this Agreement is recorded in the Official Records, recordation of such written agreement in such Official Records.

(e) **Not a Public Dedication; Intended Beneficiaries.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Properties or portion thereof to the general public, or for any public use or purpose whatsoever. Notwithstanding the fact that of the Permittees may utilize the access and parking rights of the owners hereunder, no rights, privileges or immunities of any Owner shall inure directly to the benefit of any third

party, nor shall any third party be deemed to be a beneficiary of any of the provisions contained herein or have contractual privity with any Owner hereunder.

(f) **Rights of Lenders.** No breach or violation of the covenants, conditions and requirements contained herein shall defeat or render invalid the lien of any mortgage, deed of trust or similar instrument securing a loan made in good faith and for value by a bona fide third party lender with respect to the financing of one or more of the Properties or any portion thereof, or with respect to the construction of improvements thereon. However, this Agreement and all provisions hereof shall be binding upon and effective against any subsequent Owner whose title is acquired by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise, but such subsequent Owner shall have a reasonable period of time after taking title to cure any continuing violation hereunder that is reasonably capable of being cured provided that such subsequent Owner whose title is acquired by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise shall not be required to cure any continuing violation hereunder that is not reasonably capable of being cured so long as such subsequent Owner otherwise complies with the covenants, conditions and requirements contained in this Agreement.

(g) **Governing Law.** This Agreement shall be governed and construed by the laws of the State of California.

(h) **Notices.** Any notice, demand, communication, certification, approval, consent, invoice and/or request (individually referred to as "Notice"), required or allowed hereunder to be given to or by an Owner, shall be made in writing and shall be delivered personally or by reliable, receipted courier service (such as, but not limited to, Federal Express) or certified mail (with postage prepaid, return receipt requested). Notice shall be deemed given when actually received.

(i) Notice to the parties shall be delivered to the following address or such other addresses as the parties shall designate by Notice properly delivered in accordance with this Section 6(h):

To TSA Owner

and DAP Owner:

c/o H&S Ventures, LLC
2101 East Coast Highway, Ste. 230
Corona del Mar, CA 92625
Attention: Bernard E. Schneider, Esq.

To Honda Center Owner:

City of Anaheim
200 South Anaheim Blvd.
Anaheim, CA 92805
Attention: City Clerk

(ii) Notice to an Owner shall be delivered to the address most recently given by such Owner to the other Owner in accordance with this Section 6(h).

(i) **Waiver.** No waiver by any Owner of a breach of any of the covenants, conditions and requirements contained herein shall be construed or held to be a waiver of any succeeding or preceding breach of the same of any other of the covenants, conditions and

requirements contained herein. No waiver by any Owner of any breach hereunder shall be implied from any omission by any Owner to take any action on account of such breach if such breach persists or is repeated, and no express waiver shall affect a breach other than as specified in said waiver.

(j) **Excusable Delays.** Whenever performance is required of any person hereunder, such person shall use all due diligence to perform and take all necessary measures in good faith to perform; provided, however, that if completion of performance shall be delayed at any time by reason of acts of God, war, civil commotion, riots, strikes, picketing or other labor disputes, unavailability of labor or materials, damage to work in progress by reason of fire or other casualty, or any cause beyond the reasonable control of such person, then the time for performance as herein specified shall be appropriately extended by the amount of the delay actually so caused.

(k) **Severability.** Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person by judgment or court order, shall in no way affect any of the other provisions hereof or the application thereof to any other person and the same shall remain in full force and effect.

(l) **Amendments.** Subject to the provisions of Section 6(b) hereof, this Agreement may be amended by, and only by, a written agreement signed by all of the owners of the Properties and, if this Agreement is recorded in the Official Records, shall be effective only when recorded in such Official Records.

(m) **Captions and Capitalized Terms.** The captions preceding the text of each article and section are included only for convenience of reference. Captions shall be disregarded in the construction and interpretation of this Agreement. Capitalized terms are also selected only for convenience of reference and do not necessarily have any connection to the meaning that might otherwise be attached to such term in a context outside of this Agreement.

(n) **Authority.** The persons executing this Agreement on behalf of the parties each warrant that (i) they are duly authorized to execute and deliver this Agreement on behalf of Land Owner and Honda Center Owner, as applicable, and (ii) by so executing this Agreement, Land Owner and Honda Center Owner, as applicable, is formally bound to the provisions of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Land Owner and Honda Center Owner have executed this Agreement as of the day and year first above written.

"LAND OWNER":

TS ANAHEIM, LLC,
a California limited liability company

By: _____
Name: _____
Title: _____

FCD, LLC, a _____ limited liability company

By: _____
Name: _____
Title: _____

DOUGLASS AVENUE PARTNERS, LLC,
a California limited liability company

By: _____
Name: _____
Title: _____

"HONDA CENTER OWNER":

CITY OF ANAHEIM,
a municipal corporation

By: _____
Name: _____
Title: Mayor Pro Tem

EXHIBIT A
DEPICTION OF DECK C

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EXHIBIT A

EXHIBIT B
DEPICTION OF DECK B AND DECK D

EXHIBIT C

LEGAL DESCRIPTION OF HONDA CENTER

LIST OF SCHEDULES

- Schedule 1 Calculation and Allocation of Net Revenues and Adjusted Net Revenues
- Schedule 2 District Signs and Marquee Replacement Sign
- Schedule 3 Depiction of District – ocV!BE Portion

Schedule 1

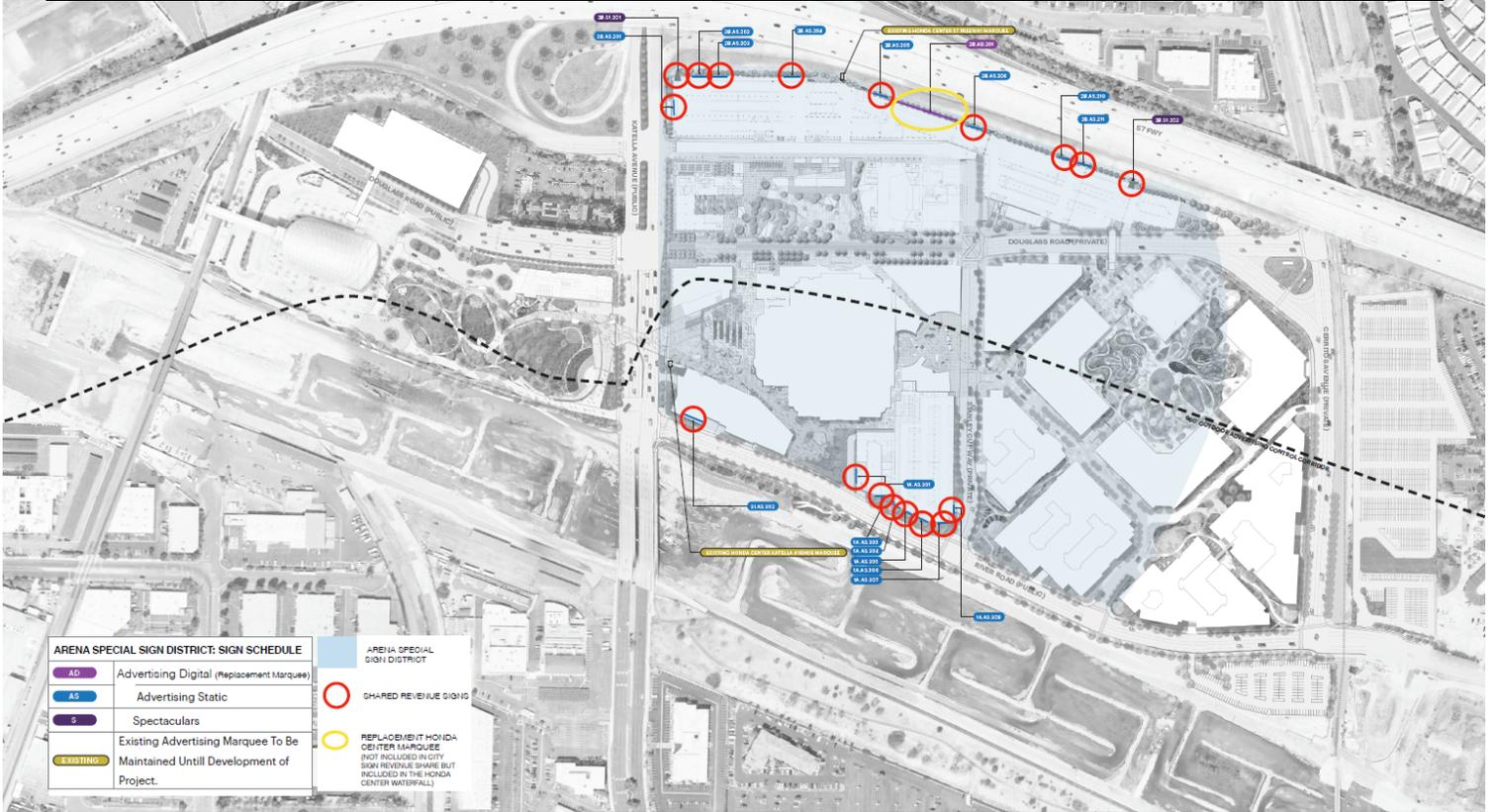
Calculation and Allocation of Net Revenues and Adjusted Net Revenues

HONDA CENTER
CALCULATION AND ALLOCATION OF NET REVENUES AND ADJUSTED NET REVENUES
FOR THE YEAR ENDED JUNE 30, 20XX

	Unadjusted balances operating year 2021	Adjustment for collection of June 30, 2020 accounts receivable balances	Adjustment for amortization of June 30, 2020 prepaid expenses	Adjustment for payment of June 30, 2020 accounts payable balances	Adjustments for payment of June 30, 2020 accrued expenses	Accounts receivable generated during the year for which revenue was recorded but cash has not been collected as of June 30, 2021	Prepaid expenses paid during the year but not amortized as of June 30, 2021	New accounts payable generated during the year for which operating expenses were recorded but cash has not been paid as of June 30, 2021	Accrued expenses generated during the year for which operating expenses were recorded but cash has not been paid as of June 30, 2021	Adjustment for certain revenues and expenses not allowed per the management agreement	Adjusted balances per Section 6.3 of the management agreement
GROSS REVENUES											
Rent & Co-Promotion											
F&B Revenue											
Facility Fee											
Novelty Commission											
Ticket Commission											
Premium Revenues											
Parking											
Recovered Expenses											
Signage Revenues											
Sponsorship & Trade											
Miscellaneous											
TOTAL GROSS REVENUES											
OPERATING EXPENSES											
Event Labor											
Event Expenses											
Parking Fees and Costs											
Promoter Premium Share											
Full Time Labor											
Non Event Labor											
ASM Commission Premium											
ASM Commission Signage											
ASM Commission Food and Beverage											
ASM Commission Parking											
ASM Commission Facility Fee											
Premium Seat Marketing Expenses											
Building Signage Marketing Expenses											
Non Event Advertising											
Credit Card/Ticket Fees											
Utilities											
Repairs and Maintenance Expenses											
Possessory Interest Tax											
State and County Taxes											
Building Security											
Uniform Maintenance											
Equipment Rent											
Supplies											
Office Rent											
Bad Debt Expense											
Interest on Other Debt											
Letter of Credit Fees											
F&B Operating Expenses											
Telephones											
Office Supplies											
Postage											
Professional Fees											
Training/Education											
Travel and Entertainment											
Equipment Rental											
Insurance											
Miscellaneous											
TOTAL OPERATING EXPENSES											
NET REVENUES											
Allocation of Net Revenues for the year ended June 30, 20XX											
Payment of items in the Annual Budget not Described in any Other Provision of Section 5.2(b) - 5.2(b)(ii)											-
Payment of Principal and Interest on Other Debt - 5.2(b)(iii)											-
Payment of 2003 Facility Financing Debt Service - 5.2(b)(v)											-
Payment of Principal and Interest on Operating Loans - 5.2(b)(vi)											-
Payment of Principal and Interest on Debt Service Loans - 5.2(b)(vii)											-
Payment to Owner and Manager of their Respective Shares of Adjusted Net Revenues for the Operating Year - 5.2 (b)(viii)											-
Allocation of Adjusted Net Revenues to Manager (threshold less 5.2(b)(viii))											-
											\$ -
Calculation of Adjusted Net Revenues for the year ended June 30, 20XX											
Net Revenues											-
Plus earnings on Permitted Investments											-
Minus payment of:											-
Items in the annual budget not described in any other provision of Section 5.2(b) - 5.2(b)(ii)											-
Principal and Interest on Other Debt - 5.2(b)(iii)											-
Principal and Interest on Operating Loans - 5.2(b)(vi)											-
											\$ -
Adjusted Net Revenues											\$ -
Adjusted Net Revenue Sharing Threshold for a full year											\$ 12,000,000
Allocation of Respective Shares of Adjusted Net Revenues in excess of manager threshold for the year ended June 30, 20XX											
Owner											-
Manager											-
Adjusted Net Revenues is not in excess of manager threshold for the period											-

Schedule 2 District Signs and Marquee Replacement Sign

SCHEDULE 2: SPECIAL DISTRICT SIGNS FOR REVENUE SHARE, EXISTING MARQUEES, REPLACEMENT MARQUEE



Schedule 3
Depiction of District – ocV!BE Portion

HONDA CENTER

AMENDED AND RESTATED

FACILITY MANAGEMENT AGREEMENT

BETWEEN

**THE CITY OF ANAHEIM,
AS OWNER**

AND

**ANAHEIM ARENA MANAGEMENT LLC,
AS MANAGER**

Dated as of July 1, 2022

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EXHIBIT “B” – NHL Team Agreement Certification

EXHIBIT “C” - Parking Easement

SCHEDULE 1 – Calculations and Allocation of Net Revenues and Adjusted Net Revenues

SCHEDULE 2 – District Signs and Marquee Replacement Sign

SCHEDULE 3 – Depiction of District – ocV!BE Portion

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