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Via Hand Delivery

June 15, 2022

Theresa Bass, City Clerk
City of Anaheim
200 South Anaheim Blvd. 2nd Floor,
Room 217
Anaheim, California 92805

Re: **Notice of Claim**

Dear Ms. Bass:

We are writing on behalf of our client, SRB Management, LLC to provide notice of a claim by it against the City of Anaheim ("City").

1. **Name and address of claimant:**

SRB Management, LLC ("SRB" or "Buyer")
2850 W. Horizon Ridge Parkway #200
Henderson, NV 89052

and

c/o Allan Abshez, Esq.
Loeb & Loeb LLP
Two Embarcadero Center
San Francisco, CA 94111

2. **Date and place of the event from which the claim arises:**

SRB's claim arises from the City's May 24, 2022 repudiation of the transaction contemplated by the Amended and Restated Purchase and Sale Agreement ("Amended and Restated PSA") between SRB and the City (which superseded the Purchase and Sale Agreement between the City and SRB dated December 20, 2109 (the "PSA")). The City's repudiation of the transaction contemplated by the Amended and Restated PSA constitutes a default pursuant to section 12.1 of the Amended and Restated PSA. Therefore, in accordance with the Amended and Restated PSA, SRB is entitled to recover its "Transaction Costs, not to exceed \$5,000,000 (in addition to attorneys' fees)...."

Section 4.15 of the Amended and Restated PSA provides, "'Transaction Costs' means all out-of-pocket title, escrow, legal and inspection fees and costs actually incurred by



Buyer and any other out-of-pocket third-party expenses actually incurred by Buyer in connection with entering into this Agreement, performing its due diligence review of the Property, and planning for its development of the Property, including, without limitation, all environmental, architectural, planning and engineering consultants' fees and expenses."

3. **A general description of the damage, loss or indebtedness incurred.**

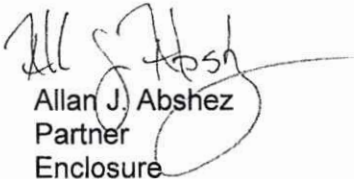
By virtue of the City's default, pursuant to the Amended and Restated PSA SRB is entitled to recover its actually incurred "Transaction Costs" (as defined by Section 4.15 of the Amended and Restated PSA) in the amount of \$5 million from the City, together with SRB's attorney's fees in pursuing this claim. Upon the City's request, SRB will provide documentation of such Transaction Costs actually incurred by SRB.

4. **Whether the claim would be filed as a limited civil case.**

This claim would not be filed as a limited civil case.

In an abundance of caution, we also attach information concerning this claim on the form found on the City's website.

Sincerely,

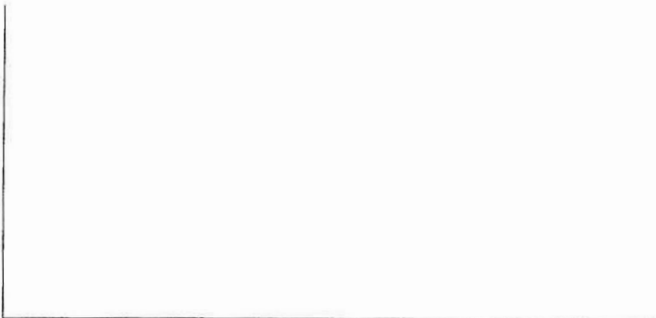

Allan J. Abshez
Partner
Enclosure

cc: Robert Fabela, City Attorney



CLAIM AGAINST THE CITY OF ANAHEIM
(FOR DAMAGES TO PERSONS OR PERSONAL PROPERTY)

Received by _____ via
U.S. Mail
Inter-Office Mail
Over the Counter



CLERK'S TIME STAMP

A claim must be filed with the city clerk of The City of Anaheim within 6 months after which the incident or event occurred. Be sure your claim is against The City of Anaheim, not another public entity. Where space is insufficient, please use additional paper and identify information by paragraph number. Completed claims must be mailed or delivered to: The City Clerk, The City of Anaheim, City Hall, P.O. Box 3222, Anaheim, CA 92803.

TO THE HONORABLE MAYOR AND CITY COUNCIL, The City of Anaheim, California

The undersigned respectfully submits the following claim and information relative to damage to persons and/or personal property:

1. **NAME OF CLAIMANT:** SRB Management, LLC ("SRB")

a. **ADDRESS OF CLAIMANT:** 2850 W. Horizon Ridge Parkway #200, Henderson, NV 89052
STREET ADDRESS CITY, STATE ZIP CODE

b. **PHONE NO.** (917) 941-6209 c. **DATE OF BIRTH** N/A

2. Name, telephone and post office address to which claimant desires notices to be sent if other than above:
Copy to Allan Abshez, Esq., Loeb & Loeb LLP, Two Embarcadero Center, San Francisco, CA 94111

3. Occurrence or event from which the claim arises:
a. **DATE:** N/A b. **TIME:** N/A c. **PLACE** (exact and specific address/location):

d. How and under what circumstances did damage or injury occur? Specify the particular occurrence, event, act or omission you claim caused the injury or damage (use additional paper if necessary):

SRB is entitled to recover its "Transaction Costs," in the amount of \$5 million, as a result of the City of Anaheim's repudiation of the transaction contemplated by the Amended and Restated Purchase and Sale Agreement between SRB and the City ("Amended and Restated PSA"). SRB's claim is pursuant to Section 12.1 of the Amended and Restated PSA for the City's default. "Transaction Costs" are defined in Section 4.15 of the Amended and Restated PSA.

e. What particular action by the City, or its employees, caused the alleged damage or injury?
N/A

4. Give a description of the injury, property damage or loss, so far as is known at the time of this claim. If there were no injuries, state "no injuries."

N/A

5. Give the name(s) of the City employee(s) causing the damage or injury:

N/A

6. Name and address of any other person injured: N/A

7. Name and address of the owner of any damaged property: N/A

8. If the amount claimed exceeds ten thousand dollars (\$10,000.00), please indicate whether the claim would be a limited jurisdiction civil case (under \$25,000.00) or general jurisdiction civil case (over \$25,000.00).

General Jurisdiction.

If the amount is less than ten thousand dollars (\$10,000.00), please state:

- a. Amount claimed as of this date: \$ _____
- b. Estimated amount of future costs: \$ _____
- c. Total amount claimed: \$ _____
- d. Basis for computation of amounts claimed (include copies of all bills, invoices, estimates, etc.):

9. Names and addresses of all witnesses, hospitals, doctors, etc. N/A

- a. _____
- b. _____
- c. _____
- d. _____


10. Any additional information that might be helpful in considering claim: N/A

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM! (Penal Code §72; Insurance Code §556.1)

I have read the matters and statements made in the above claim and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters I believe the same to be true. I certify under penalty of perjury that the foregoing is TRUE and CORRECT.

Signed this 15th day of June, 2022 at Los Angeles, California

Office of the City Clerk,
Anaheim, California

 /attorney for SRB Management, LLC
CLAIMANT'S SIGNATURE