

**Thomas C. Etter**  
Senior Vice President

February 14, 2000

City Manager  
CITY OF ANAHEIM  
200 South Anaheim Boulevard  
Anaheim, CA 92805  
Attn: James D. Ruth

**Re: Parking Operations/Sun Theater (formerly Tinseltown Studios)**

Ladies and Gentlemen:

This letter confirms our understanding with respect to the various issues related to parking for the Sun Theater. Terms used in this letter which are not otherwise defined have the meaning set forth in the Parking License Agreement entered into between the City of Anaheim ("City") and Ogden Entertainment, Inc., a Delaware corporation ("Ogden") as of September 1, 1997 (the "Parking License Agreement"). This Letter Agreement replaces and supersedes Section 2 of the letter agreement between the parties dated October 6, 1998 (entitled "Valet Parking"). This Letter Agreement is effective as of the date of execution on behalf of the City of Anaheim, as set forth on the last page (the "Effective Date").

**General.** From the Effective Date to and including the date of redesignation of the "Common Parking Area" as described in Section 2.3 of the Parking License Agreement, Ogden has the right to use 550 parking spaces within the Sportstown Site, segregated from the balance of the Sportstown Site. Ogden may identify the segregated spaces by temporary signs and/or fencing (subject to the prior approval of the City), at Ogden's expense, so long as such signs or fencing do not interfere with access to Edison International Field of Anaheim (the "Stadium"), adjacent construction sites within the Sportstown Site, or Amtrak parking, and so long as Ogden does not penetrate the surface of the parking area without the express consent of the City. No portion of the parking area may be used by Ogden for storage. This period prior to redesignation, up to a maximum period of nine (9) months from the Effective Date, which period shall be automatically extended (until such redesignation, as described in the Parking License Agreement) for successive periods of thirty (30) days each unless the City has provided thirty (30) days' advance written notice (delivered in accordance with the Parking License Agreement) that it will not so renew this arrangement, is referred to as the "Initial Operating Period", Ogden may make valet parking available to its guests and collect a parking fee as specifically provided in this letter during the Initial Operating Period.

**Parking Operations.** Parking operations at the Premises shall be carried out by the City, which hereby agrees to contract with Ogden to act as parking operator during the Initial Operating Period in accordance with the parking proposal attached to this letter and incorporated by this reference. The valet operations described below may be directed by Ogden, provided that those operations are subject to the overall parking plan at the Premises, under the control of the City.

The parking operations may not interfere with ongoing construction on the balance of the Sportstown Site, loading and unloading of the parking area under the Stadium Lease, or Amtrak parking and access to the Amtrak station.

As parking operator during this period, Ogden acknowledges that the parking on the Sportstown Site are subject to strict compliance with all applicable restrictions, including the Stadium Lease.

**No Competition with Stadium Parking.** Under the Stadium Lease (as defined in the Purchase and Sale Agreement), the parking at the Sportstown Site may not compete with parking at the Stadium. Ogden is expressly prohibited from making parking available to persons attending events at the Stadium, or from facilitating parking on the Sportstown Site to persons who will attend events at both the Sun Theater and the Stadium.

**Interim Use of Additional Spaces.** During the Initial Operating Period, and so long as the 1,000 spaces of the Last Load Area and the 500 employee spaces (described in the Stadium Lease), and all Amtrak parking continues to be available on the Sportstown Site, and so long as construction activities on the balance of the Sportstown Site are not interfered with, Ogden may use, but not fence, other available parking within the Sportstown Site if the 550 parking spaces are not adequate for Ogden's guests at the Sun Theater at any time. Under no circumstances may Ogden make available parking for any purpose other than for use of employees and patrons of the Sun Theater, and no events at the Sun Theater may be carried out in the parking area under the authority granted by this letter.

**Interim Maintenance of Sun Theater Parking.** In exchange for the rights and privileges granted to Ogden under this Agreement, Ogden shall, during the Initial Operating Period only, be solely responsible for (1) its routine costs of operating the parking area at the Sportstown Site (other than costs incurred in maintaining the Amtrak parking area, the parking made available to the Team or its employees under the Stadium Lease and the portions of the parking used in connection with construction on the balance of the Sportstown Site), including, but not limited to, routine cleaning and maintenance (but not restriping or sealing) of the parking area, allocated or separately metered costs for electricity and other utilities, and security, exclusive of security in connection with construction activities, collecting and handling the parking fees) and the parking operator's fees, and (2) controlling access to the parking areas on the Sportstown Site, (all

collectively, the "Related Costs"). The Related Costs are in addition to payments otherwise due from Ogden to the City under the Parking License Agreement. The parking lot shall be cleaned after each event at the Sun Theater, and cleared of cars, by no later than 8:00 a.m. of the following day.

**Space Count.** Ogden shall maintain a strict count of the number of parking spaces used by it in connection with each event at the Sun Theater, and shall make those records and all records of payment of Related Expenses available to the City at its request. The parking count shall include a breakdown of the spaces used among the following categories: paid parking, complimentary parking, employee parking and performer parking.

**Valet Operations.** During the Initial Operating Period, Ogden may retain a valet parking contractor to provide valet parking services within the Premises to patrons of the Sun Theater at Ogden's sole cost and expense. Ogden may determine the valet charge, which may not be less than the parking fee described below. The City consents to Ogden's use of a valet parking service during the Initial Operating Period. Ogden will promptly notify the City of the identity of the valet operator selected by Ogden from time-to-time. All valet parking operations will be carried out in strict compliance with the Parking License Agreement, all restrictions applicable to the Tinseltown Site and the Premises, and all applicable laws. Any parking contractor or valet provider must be licensed by the City of Anaheim.

Prior to the commencement of valet parking operations, the valet operator shall provide the insurance required pursuant to the Parking License Agreement, naming the City (and such additional parties, including an owner's association to be formed at the Sportstown Site, as the City reasonably designates) as additional insureds, to the satisfaction of the City's risk manager, which insurance shall be verified by certificates of insurance in form satisfactory to the City.

**Parking Fee.** So long as collection of a parking fee does not interfere with access to Edison International Field of Anaheim or otherwise interfere with ingress or egress on the Sportstown Site or Amtrak parking, Ogden may collect a parking fee from patrons of the Sun Theater, provided that any parking fee collected on a day in which an event (including parking lot events) is carried out at Edison International Field of Anaheim shall be not less than the fee regularly charged for events and baseball games at Edison International Field of Anaheim. The excess of total parking fees collected over the Related Expenses shall be retained by Ogden. Ogden shall not redirect persons entering the Sportstown Site (or seeking access to Edison International Field of Anaheim), Monday through Saturday prior to 5:30 p.m., in its discretion, or change a parking fee to such persons provided that on ten (10) days prior notice, City may require Ogden to limit access from the Katella Avenue entrance for such persons. The preceding sentence does not prohibit Ogden from charging a parking fee solely to persons attending the Sun Theater

Ogden understands and agrees that no right is given by this Letter Agreement with respect to valet parking operations, the contract parking operator, use of additional spaces or the ability to charge Sun Theater patrons a parking fee for any period following the Initial Operating Period.

**Insurance and Indemnification.** Ogden reaffirms its indemnification obligations under the Agreement, and further agrees to indemnify, defend (at City's option) and hold City and its agents, employees, officers and contractors harmless from and against all claims, defense costs, liabilities, and demands for loss or damage (including, without limitation, property damage, personal injury and wrongful death) arising from Ogden's operations at the Sportstown Site as described in this Letter Agreement. At all times during the Initial Operating Period, and in addition to the insurance required to be maintained under the Parking License Agreement, Ogden shall maintain in force Umbrella Liability Insurance in excess of the coverage set forth in the Parking License Agreement with limits of not less than \$5,000,000 (annual aggregate) and Garage Keeper's Direct Primary Legal Liability for all parking operations with adequate limits to cover fire, auto theft, or any portion or contents thereof including loss caused by riot, civil commotion, vandalism, malicious mischief and collision.

If at any time during the Initial Operating Period the amount and/or coverage of insurance which Ogden is required to carry under this Letter Agreement is, in the reasonable judgment of the City's Risk Manager, materially less than the amount and/or type of insurance coverage typically carried by owners or operators of properties located in Orange County, California which are similar to and operated for similar purposes as the Premises, City shall have the right to require Ogden to increase the amount and/or change the types of insurance coverage required under this Section.

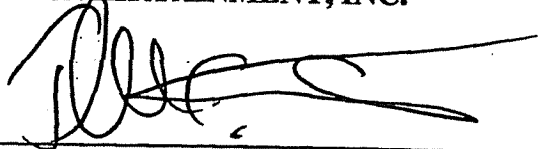
In case any action or proceeding shall be brought against City or any person indemnified under the Agreement, as supplemented by this Letter Agreement (collectively, "Indemnitees") by reason of any of the foregoing, Ogden, upon notice from City, shall defend the same at Ogden's expense with counsel previously approved in writing by City. Ogden shall reimburse City and the other Indemnitees for all costs, expenses and liabilities (including, without limitation, reasonable attorneys' fees) incurred as a consequence of or in connection with the defense of any such claims, actions or proceedings. Ogden, as a material part of the consideration to City, hereby assumes all risk of damage to the property, or injury to the person of its agents, contractors, guests, invitees and employees in or upon the Premises except for personal injury or property damage which is caused by the failure of City to observe any of the material provisions of the Agreement as supplemented by this Letter Agreement (and such failure persists for an unreasonable period of time after notice of such failure from Ogden to City).



Please sign below to confirm this understanding.

Very truly yours,

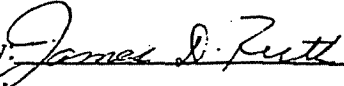
**OGDEN ENTERTAINMENT, INC.**

By: 

Thomas C. Etter, Senior Vice President

**ACCEPTED AND AGREED**

**CITY OF ANAHEIM**  
a municipal corporation and charter city

By:   
Its: \_\_\_\_\_

Date: 3-1-2000

