AMENDED AND RESTATED THIRD AMENDMENT TO FACILITY MANAGEMENT AGREEMENT

This Amended and Restated Third Amendment to Facility Management Agreement (this "**Amendment**") dated for reference purposes as of _____, 2018 and 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**") effective on the Effective Date. Capitalized term not otherwise defined in this Agreement have the meanings set forth in Exhibit "A" of the Facility Management Agreement. This Amendment amends and restates in its entirety the Third Amendment to Facility Management Agreement dated for reference purposes as of March 1, 2011, approved by action of the City Council of the City of Anaheim on March 29, 2011 (the "**Superseded Third Amendment**"). Owner and Manager are sometimes individually referred to as a "**Party**" and collectively referred to as the "**Parties**" in this Amendment.

R E C I T A L S

A. Owner is the owner of the approximately 19,000 seat arena located at 2695 East Katella Avenue, Anaheim, California (the "**Arena**").

B. Manager is the operator of the Arena pursuant to that certain Facility Management Agreement entered into by and between Owner and Manager dated for reference purposes as of December 16, 2003, as amended by First Amendment to Facility Management Agreement dated as of June 20, 2006 and Second Amendment to Facility Management Agreement dated as of July 19, 2009 (as so amended, the "**Facility Management Agreement**").

C. Manager and Owner desires to amend the Facility Management Agreement in the manner set forth in this Amendment.

D. Manager and Owner acknowledge and agree that the "Third Amendment Effective Date" under the Superseded Third Amendment did not occur.

NOW, THEREFORE, the parties agree as follows:

1. *Definitions*. Exhibit "A" of the Facility Management Agreement is hereby amended by adding or amending, as applicable, the following definitions:

"**Additions**" means any of the following (a) an addition to the original major equipment and components of the Facility, (b) a change in the physical structure of the interior or exterior of the Facility that results in a material change to the uses, purpose or operations of all or any part of the Facility, (c) a replacement or addition to the scoreboard or audio or video capabilities of the Facility, or (d) any single Capital Expenditure whose cost is more than $50,000.

"**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)(viii) 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), plus (iv) from and after the AC Date, the amount for each Operating Year by which the Guaranteed Waiver and Consent Fee exceeds $400,000.

"**Annual Budget**" is defined in Section 6 of this Amendment.

"Base Period" means the period commencing on December 16, 2003 and ending on June 30, 2023.

"**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.

"**Effective Date**" means the date of recordation of the "Deed" as described in the certain "Purchase and Sale Agreement" dated _____, 2018 between TS Anaheim, LLC, a California limited liability company, as buyer and Owner as seller (the "**Land PSA**"); notwithstanding the preceding, in the event the Effective Date fails to occur on or before February 1, 2019 (or such later date as the Owner may agree) due to a default by buyer under the Land PSA, then the Effective Date shall occur on February 1, 2019 (or such later date as the Owner may agree).

"Lease" is defined in Section 11 of this Amendment.

"**Lease Documentation Period**" is defined in Section 11 of this Amendment.

"**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.

"**Party**" and "**Parties**" are defined in the introductory paragraph of this Amendment.

"**Revised Initial Term**" is defined in Section 2.1.

"**Tier One Parking Area**" is defined in Section 7 of this Amendment.

"**Tier Two Parking Area**" is defined in Section 7 of this Amendment.

2. *Term*.

(a) Section 2.1 of the Facility Management Agreement is hereby amended in its entirety to read as follows:

> "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, 2048 (the "**Revised Initial Term**") unless sooner terminated as provided in this paragraph, or Section 19.2 or 19.4 or extended as set forth in Section 2.2."

(b) Section 2.2 of the Facility Management Agreement is hereby amended in its entirety to read as follows:

> "2.2 **Option to Extend**. So long as no event has occurred and 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, and subject to earlier termination as provided in Section 19.2 or 19.4, 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 five (5) additional periods not to exceed, in each instance, 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 that 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 operate the Facility subject to all of the terms and conditions of this Agreement."

(c) Sub-Section 2.3(ii) of the Facility Management Agreement is hereby amended in its entirety to read as follows:

"(ii) *Repayment of Operating Loans*. 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."

3. *Manager's Duties*. Sub-section 3(i) of the Facility Management Agreement is amended to read in its entirety as follows:

"(i) In accordance with Section 8 below, provide for and manage parking arrangements for customers of the Facility within the Parking Areas in compliance with all Parking Agreements, and maintain the Parking Areas in a clean condition, including sweeping and trash removal immediately following each event (for evening events at the Facility, 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."

4. *Payment of Expenses and Other Amounts*.

(a) Section 5.2(b)(xi)(A) and (B) are hereby amended in their entirety to read as follows:

"(A) For any Operating Year ending after the Effective Date through the end of the Base Period, the Respective Shares shall be determined as follows:

(1) First, the Manager shall be entitled to an amount of Adjusted Net Revenues which, when added to the amounts paid for such Operating Year pursuant to Sections 5.2(b)(ii), 5.2(b)(iii), 5.2(b)(iv), 5.2(b)(ix) and 5.2(b)(x) (without any duplication of amounts thereunder) equals $12,000,000; and

(2) Manager, Owner and the County of Orange shall share in Adjusted Net Revenues (if any) in excess of $12,000,000 for such Operating Year as follows:

(i) 47 1/2% to Owner,

(ii) 47 1/2% to Manager. and

(iii) 5% to County of Orange

(B) For any Operating Year commencing after the Base Period, the Respective Shares shall be determined as follows:

(1) First, the Manager shall be entitled to an amount of Adjusted Net Revenues which, when added to the amounts paid for such Operating Year pursuant to Sections 5.2(b)(ii), 5.2(b)(iii), 5.2(b)(iv), 5.2(b)(ix) and 5.2(b)(x) (without any duplication of amounts thereunder) equals $6,000,000; and

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

(i) 47 1/2% to Owner,

(ii) 47 1/2% to Manager, and

(iii) 5% to County of Orange"

(b) The share of each of the Owner and the Manager described in clause (A)(2) and (B)(2) above shall be 50% and 50% respectively in the event of the acquisition of the interest of the County of Orange by Manager or an affiliate of Manager.

5. *Use of Facility by Owner*. Sections 7.2 and 7.3 of the Facility Management Agreement are hereby amended in their entirety to read as follows:

"7.2 **Owner Suite and Tickets**. Owner shall be entitled to the exclusive use of Suite 207B and Suite 306B through June 30, 2019 and, thereafter, Owner shall be entitled to the exclusive use of only Suite 306B. 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 use of the suites or suite, as applicable pursuant to Section 7.2 and other uses described in Section 7.2 above, Owner shall receive thirteen (13) preferred parking hang tags and shall continue to make available to Owner eight (8) reserved spaces for use by holders of the hangtags."

6. *Use of Facility by NHL Team*. Section 7.8 is hereby added to the Facility Management Agreement to read as follows:

"7.8 **Use of Facility by NHL Team**. Manager may permit the NHL Team to use the Facility 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 for food and beverage concessions 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."

7. *Parking*. Section 8 of the Facility Management Agreement is hereby amended to read in its entirety as follows:

"8. **Parking Arrangements**.

8.1 **Acquisition of Portion of the Parking Area**. In the event that Manager or an affiliate of Manager acquires title from the Orange County Flood Control District to the certain real property described in the certain Parking

Concession Agreement made as of July 21, 1989 between Owner and the Orange County Flood Control District (as amended, the "**County Parking Agreement**"), which property (the "**County Parking Area**"), comprising portions of main lots 1, 2 and 4 of the Parking Area, remains subject to the County Parking Agreement. Owner and Manager shall terminate the County Parking Agreement, and Manager shall or shall cause the County Parking Area to be encumbered by a "Parking and Access Easement Agreement" in the form attached to the Land PSA concurrently with the acquisition of the County Parking Area.

8.2 **Assumption of Parking Obligations**. The parties acknowledge that as of the Effective Date, approximately 3,900 parking spaces are available within the area identified as lots 1 through 5 on the depiction attached as Schedule A (which hereby replaces Schedule 9 to the existing Facility Management Agreement) (the "**Parking Areas**"). From and after the Effective Date, Manager shall cause to be provided (a) land on which no fewer than 3,900 single stall parking spaces are available at all times for events at the Facility, and (b) such additional parking arrangements as are required to comply with any Long Term Agreement in effect from time to time at the Facility, including, but not limited to, the NHL Team Agreement. Attached as Exhibit 1 is a Termination Agreement (the "**Termination Agreement**") terminating the certain Consent, Traffic and Parking and Non-Disturbance and Attornment Agreement dated February 26, 1993, as amended, which Termination Agreement shall have been executed by Manager, Owner and the NHL Team, and be effective on the Effective Date.

8.3 **Relocation of Parking**. Manager shall have the right, at Manager's sole cost (which cost, including, without limitation, the cost of acquiring land and/or constructing a parking structure, shall not be reimbursable from Gross Revenues or Operating Loans), to relocate parking spaces from any portion of the Parking Areas required for uses ancillary or related to use of the Facility and otherwise approved by Owner, provided that such replacement parking shall be dedicated to exclusive use of the Facility on days on which there is an event at the Arena within the area depicted on Schedule B attached (the "**Tier One Parking Area**"), provided, however, that up to 1000 parking spaces may be relocated at any place within the area depicted on Schedule C attached (the "**Tier Two Parking Area**"), and all such spaces shall otherwise comply with applicable laws and ordinances, and Manager shall make appropriate arrangements to facilitate use of such relocated parking, at no cost to Owner, nor may such relocation require any capital expenditures from Gross Revenues or proceeds of Operating Loans, Debt Service Loans, or other Debt, or increase any Operating Expense. As a condition of such relocation, Manager shall grant (or cause to be granted) to Owner an easement providing for, on days on which there is an event at the Facility (including days during which an event is being set up at the Arena to the extent required to facilitate such set-up) access and exclusive use of such property by Owner or its designee which at any time owns, leases or operates the Facility, parking for all occupants, tenants, licensees and users of the Facility, at no cost to Owner or such successor owner or operator, which easement shall be an easement appurtenant to the Facility and run with the land.

8.4 **Parking Fee**. On days on which there is an event at the Facility no fee or charge (however denominated) which is not included in Gross Revenues may be charged by Manager for the Parking Areas, other parking facilities controlled by Manager or any Affiliate of Manager, or any replacement parking within the Tier One Parking Area and Tier Two Parking Area identified by Manager in accordance with this Section 8 for and comprising the required 3,900 spaces otherwise available in the Parking Areas."

8. *Business Plan and Budget.* Section 12 is hereby amended to provide that Manager shall provide Owner the Annual Budget for each Operating Year prior to expiration of the preceding Operating Year; all other terms and provisions of Section are hereby restated and reaffirmed.

9. *Insurance.*

(a) Section 17.1 of the Facility Management Agreement is hereby amended in its entirety to read as follows:

"17.1 **Insurance**. During the Term, Manager shall at all times maintain the following policies of insurance, in addition to all insurance required under the LILO Sublease, the FSA Agreement, and the 2003 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 Facility or any improvements thereon;

(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 $1,000,000 per occurrence, $1,000,000 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) above, with limits of not less than $10,000,000 per occurrence, $10,000,000 annual aggregate, written on an occurrence form;

(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 LILO Sublease and the 2003 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 17.1 (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 as of the Effective Date, 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, $60,000,000 aggregate August 15, 2043;

(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 Facility, 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."

(b) Section 17.2 of the Facility Management Agreement is hereby amended in its entirety to read as follows:

"17.2 **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 17.1(a) and 17.1(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 17.1(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 17.1(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 17.1(f) and 17.1(g) may contain a deductible in an amount not greater than (i) $25,000 for property damage, (ii) $500,000 for flood, and (iii) 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 17.1(c), 17.1(e), 17.1(g) and 17.1(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 Facility 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 17.1(f) and 17.1(h), Owner, Manager, Trustee and Equity Investor 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 22.3 and 22.4, 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 the Equity Investor whenever any such separate insurance is obtained and shall deliver to Owner and the Equity Investor certificates 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 17.1 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 17.1(j) shall be written to the benefit of Manager and Owner, as their interests may appear."

(c) Section 17.3 of the Facility Management Agreement is hereby amended in its entirety to read as follows:

"17.3 **Handling of Claims and Claims-Related Litigation**. Regarding liability claims arising out of the ownership, operation, use, maintenance, management, or otherwise running of the Facility 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 17.1(f) or 17.1(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 17.1(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 in 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 handlings 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 others covered by insurance) as an Operating Expense, including such third party costs as may be incurred by Owner."

10. *Extension of NHL Team Agreement and Team Name*. Attached as Exhibit 2, is a duly executed, binding agreement between Manager and NHL Team, in which Owner is named a third party beneficiary, amending the NHL Team Agreement to (a) extend the term thereof to June 30, 2048, with five (5) options to renew for successive five (5) year terms concurrent with the Term of this Agreement, and (b) providing for the Team name to continue to be "Anaheim Ducks" which amendment has an effective date no later than the Effective Date of this Amendment.

11. *Option to Convert the Facility Management Agreement*. 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, to notify City of Manager's desire to convert the Facility Management Agreement, as modified by this Amendment, 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 the Facility Management Agreement as modified by this Amendment (such lease being 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. The Parties acknowledge and agree that if agreement is reached, and the form of 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 the Facility Management Agreement, as modified by this Amendment, 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 the Facility Management Agreement, as modified by this Amendment), 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 Facility, 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 the Facility Management Agreement, as modified by this Amendment, 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 or is not approved by the City Council of Owner.

12. *Effect of Amendment; Reaffirmation*. Except as expressly amended by this Amendment, the Facility Management Agreement shall remain in full force and effect, and the parties expressly reaffirm their respective obligations thereunder. Nothing in this Amendment is intended to waive any rights of Owner under the Facility Management Agreement, including, but not limited to, all rights and powers of Owner under Section 4 and 10 of the Facility Management Agreement. From and after the Effective Date, all references in any document, instrument or agreement to the Facility Management Agreement shall mean the same, as amended hereby.

13. *Counterparts*. This Amendment may be signed in any number of counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.

14. *Further Modification*. This Amendment and each provision of this Amendment may be modified, amended, changed, altered, waived or terminated only by a written instrument signed by the parties.

[*Signatures on next page*.]

"**OWNER**"

CITY OF ANAHEIM, a municipal corporation and charter city

By: _____
Thomas Tait, Mayor

Attest:

_____
Linda N. Andal, City Clerk

Approved as to Form:

_____
Robert Fabela, City Attorney

[*Signatures continued on next page*.]

"**MANAGER**"

ANAHEIM ARENA MANAGEMENT, LLC,
a California limited liability company

By: _____

Michael Schulman, Chairman

SCHEDULES AND EXHIBITS

Schedule A – Parking Areas (replacing existing Schedule 9)

Schedule B – Tier One Parking Area

Schedule C – Tier Two Parking Area

Exhibit 1 – Termination Agreement

Exhibit 2 – NHL Team Agreement Amendment (extension)

Schedule A

Parking Areas

Parking Map

Schedule B

Tier One Parking Area

Schedule C

Tier Two Parking Area

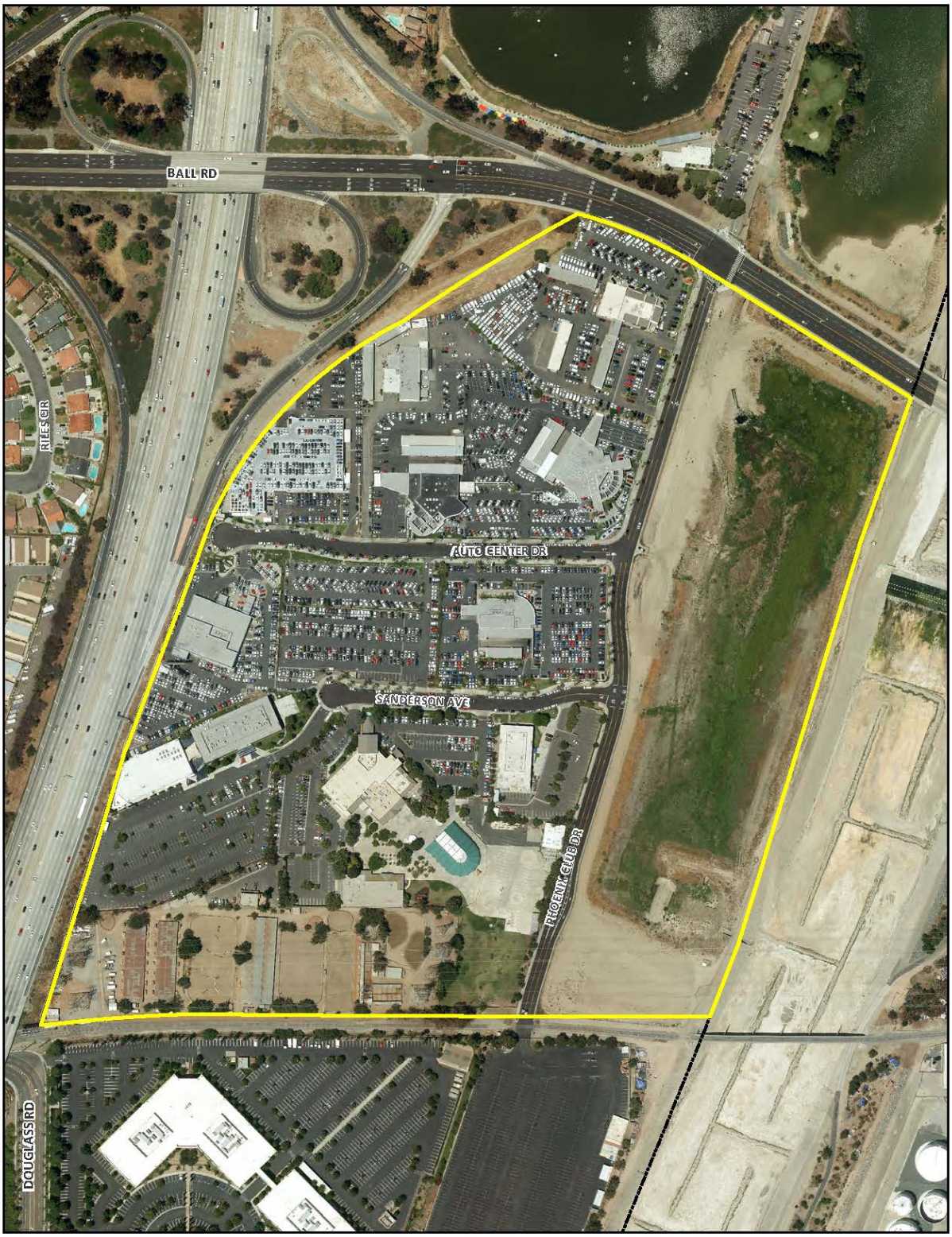

Exhibit 1

Termination Agreement

RECORDING REQUESTED BY: **AND WHEN RECORDED MAIL TO:** Anaheim City Clerk 200 South Anaheim Boulevard Second Floor Anaheim, California 92805 Attention: Linda Andal, City Clerk	

TERMINATION OF
CONSENT, TRAFFIC AND PARKING AND
NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS TERMINATION OF CONSENT, TRAFFIC AND PARKING AND NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "**Termination**") is made as of [_____], by and among ANAHEIM DUCKS HOCKEY CLUB, LLC, a California limited liability company ("**Anaheim Ducks**"), successor by assignment to Disney Sports Enterprises, Inc. ("**Disney Sports**"), ANAHEIM ARENA MANAGEMENT, LLC, a California limited liability company ("**AAM**"), successor by assignment to Ogden Facility Management Corporation of Anaheim ("**Ogden**"), and the CITY OF ANAHEIM, a municipal corporation and a charter city under the laws of the State of California ("**City**").

RECITALS

A. Disney Sports, Ogden and City entered into that certain Consent, Traffic and Parking and Non-Disturbance and Attornment Agreement ("**Agreement**") dated as of February 26, 1993, recorded in the Official Records of Orange County, State of California, on April 1, 1993 as Document No. 93-0216348.

B. Anaheim Ducks succeeded to the interests of Disney Sports under the Agreement, and AAM succeeded to the interests of Ogden under the Agreement.

C. Anaheim Ducks, AAM and City desire to terminate the Agreement.

Now, therefore, in consideration of the foregoing recitals, the parties hereby agree as follows:

AGREEMENT

1. Incorporation of Recitals. The provisions of the recitals set forth above constitute a material part of this Termination and are hereby incorporated herein.

2. Termination. The Agreement is hereby terminated and shall have no further force or effect and no party shall have any further rights or obligations thereunder, except to the extent any rights or obligations are expressly provided in the Agreement to survive its termination.

3. Further Assurances. Each party hereto shall execute and deliver all such further instruments, documents and papers, and shall perform any and all acts necessary to give full force and effect to all of the terms and provisions of this Termination.

4. Miscellaneous. This Termination shall be binding on and shall inure to the benefit of the successors and assignees of the parties hereto. If any provision of this Termination, as applied to any party or to any circumstance, shall be found by a court to be void, invalid or unenforceable, the same shall in no way affect any other provision of this Termination, the application of any such provision in any other circumstance, or the validity or enforceability of this Termination. This Termination may be executed in counterparts, each which shall constitute an original, but all of which shall constitute one document. This Termination may not be amended except in writing signed by all parties hereto. The captions of the sections of this Termination are for convenience of reference only, and such captions shall not be deemed a part of this Termination or used to interpret any of the provisions hereof. This Termination shall be governed by the laws of the State of California with respect to contracts wholly performed in such state. Any litigation or arbitration between the parties shall occur exclusively in the County of Orange, California. In the event any party hereto shall bring an action or lawsuit to enforce or interpret the terms of this Termination, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs, whether or not such action or lawsuit proceeds to final judgment or determination. Time is of the essence in this Termination. Failure to strictly enforce any provision of this Termination shall not be a waiver of the right to enforce such provision at any other time or under any other circumstances. No waiver by any party hereto of any breach hereunder shall be deemed a waiver of any other or subsequent breach. The parties acknowledge that each party and its counsel have reviewed this Termination and that the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Termination.

[END OF TEXT; SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Termination on the date first above written.

ANAHEIM DUCKS:

ANAHEIM DUCKS HOCKEY CLUB, LLC,
a California limited liability company

By: _____
Michael Schulman, President/CEO

AAM:

ANAHEIM ARENA MANAGEMENT, LLC,
a California limited liability company

By: _____
Michael Schulman, Chairman

CITY:

CITY OF ANAHEIM,
a municipal corporation and charter city

By:

Name: _____
Title: _____

Attest:

_____
Linda N. Andal, City Clerk

Approved as to Form:

_____
Robert Fabela, City Attorney

Date of Execution: _____, 201_

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

STATE OF CALIFORNIA)
)
COUNTY OF_____)

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

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

WITNESS my hand and official seal.

Signature _____ (SEAL)

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

STATE OF CALIFORNIA)
)
COUNTY OF_____)

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

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

WITNESS my hand and official seal.

Signature _____ (SEAL)

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

STATE OF CALIFORNIA)
)
COUNTY OF_____)

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

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

WITNESS my hand and official seal.

Signature _____ (SEAL)

Exhibit 2

Amendment to NHL Team Agreement

THIRD AMENDMENT TO LETTER AGREEMENT

This Third Amendment to Letter Agreement ("Amendment") is entered into between **ANAHEIM ARENA MANAGEMENT, LLC** ("**AAM**") and **ANAHEIM DUCKS HOCKEY CLUB, LLC** ("**ADHC**").

R E C I T A L S

A. AAM (as successor in interest to Ogden Facility Management Corporation of Anaheim) and ADHC (as successor in interest to Disney Sports Enterprises, Inc.) are parties to a Letter Agreement dated as of February 24, 1993, as amended by that certain First Amendment to Letter Agreement dated as of March 31, 1993, and that certain Amendment to Letter Agreement dated as of January 26, 2004 (as amended, the "**Letter Agreement**");

B. AAM and ADHC desire to amend the Letter Agreement as specifically set forth herein;

C. AAM and the City of Anaheim (the "City") are concurrently entering into that certain Amended and Restated Third Amendment to Facility Management Agreement (the "**FMA Third Amendment**").

NOW, THEREFORE, for valuable consideration, the receipt of which is acknowledged, AAM and ADHC agree, effective as of the "Effective Date" as such term is defined in the FMA Amendment, as follows:

1. Defined terms used herein without definition shall have the meanings given to them in the Letter Agreement.

2. The introductory paragraph of the Letter Agreement is amended by the addition of the following sentence at the end thereof: "During the Term, the Team shall be identified exclusive by the "Anaheim Ducks" for all purposes and shall not be known or identified by any other name or variation of the name "Anaheim Ducks". The name shall not be changed without the written consent of AAM and the City, which may be granted or withheld in their respective sole discretion.

3. Paragraph 4 Commencement: Term. of the Letter Agreement is amended in its entirety to read as follows:

"4. Commencement: Term. The term of this Agreement shall be effective on the date hereof and shall expire on June 30, 2048, unless terminated earlier in accordance with

the terms of this Agreement (the "**Initial Term**"). In addition, so long as no event has occurred and is, at the time of exercise, then continuing which, with the passage of time or the giving of notice, or both, would constitute an event of default by the Team, by written notice delivered to AAM not less than twelve (12) calendar months prior or the last day of the Initial Term and, thereafter, if previously extended, twelve (12) months prior to the last day of the previously extended term, the Team may advise AAM of its election to extend the Initial Term for five (5) additional periods not to exceed, in each instance, sixty (60) calendar months, following expiration of the Initial Term and, thereafter, each extended term (each, an "**Extended Term**" and collectively with the Initial Term, the "**Term**"). The Parties agree that this Section 4 may not be amended without the consent of the City which may be granted or withheld in its sole discretion."

4. Paragraph 5 Termination. is hereby deleted in its entirety.

5. Except as expressly set forth herein, the Letter Agreement shall remain unchanged and in full force and effect.

6. The City is a third-party beneficiary of and to this Amendment and entitled to the rights and benefits of AAM with respect to the amendments to the Letter Agreement created by this Amendment and may enforce the provisions thereof as if it was a party hereto.

Entered into effective as of the Effective Date.

ANAHEIM DUCKS HOCKEY CLUB, LLC	**ANAHEIM ARENA MANAGEMENT, LLC**
By:_____	By: _____
Michael Schulman, Chief Executive Officer	Michael Schulman, Chairman