

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

City Clerk  
City of Anaheim  
P.O. Box 3222  
Anaheim, California 92805

---

(Space Above Line For Recorder's Use)

**ANGELS COMMITMENT AGREEMENT**

**BY AND BETWEEN**  
**THE CITY OF ANAHEIM**  
**AND**  
**ANGELS BASEBALL LP**

**Dated:** [\_\_\_\_\_, 2020]

ARTICLE 1. DEFINITIONS.....	2
ARTICLE 2. MAINTENANCE OF HOME TERRITORY AND COVENANT TO PLAY; CITY BENEFITS.....	6
2.1 <b>Maintenance of the Franchise; State and City Ties</b> .....	6
2.2 <b>Covenant to Play</b> .....	6
2.3 <b>Maintenance of Home Territory</b> .....	8
2.4 <b>Stadium Suites, Tickets and Associated Parking for City Use</b> .....	8
ARTICLE 3. DEFAULTS AND REMEDIES.....	8
3.1 <b>Agreements and Acknowledgments; Equitable Relief</b> .....	8
3.2 <b>Remedies for Other Defaults</b> .....	10
ARTICLE 4. REPRESENTATIONS.....	10
4.1 <b>Representations and Warranties of Club</b> .....	10
4.2 <b>Representations and Warranties of the City</b> .....	10
ARTICLE 5. MISCELLANEOUS.....	11
5.1 <b>Entire Agreement</b> .....	11
5.2 <b>Amendments; Waiver</b> .....	11
5.3 <b>Governing Law; Venue</b> .....	11
5.4 <b>Severability</b> .....	12
5.5 <b>Successors and Assigns</b> .....	12
5.6 <b>Captions and Headings</b> .....	12
5.7 <b>Notices</b> .....	13
5.8 <b>Counterparts</b> .....	13
5.9 <b>Time</b> .....	14
5.10 <b>Third-Party Beneficiaries</b> .....	14
5.11 <b>MLB Requirements</b> .....	14
5.12 <b>Litigation Costs</b> .....	15

## ANGELS COMMITMENT AGREEMENT

**THIS ANGELS COMMITMENT AGREEMENT** (this “**Agreement**”) is entered into as of \_\_\_\_\_, 2020 (the “**Approval Date**”) and effective [ \_\_\_\_\_ ] (the “**Effective Date**”) by and among the **CITY OF ANAHEIM**, a California municipal corporation and charter city (the “**City**”), and **ANGELS BASEBALL LP**, a California limited partnership (“**Club**”).

### **RECITALS:**

A. Club owns and operates the Major League Baseball franchise currently known as the Los Angeles Angels of Anaheim (the “**Team**”).

B. The City is the owner of approximately 153 acres of land containing improvements that include the approximately 45,000 seat stadium located at 2000 East Gene Autry Way, Anaheim, California and currently referred to as “Angel Stadium of Anaheim”, the approximately 1,700 person capacity performance venue located at 2200 East Katella Boulevard known as “City National Grove of Anaheim” (the “**Grove**”), as well as certain real property immediately surrounding and in the vicinity of Angel Stadium of Anaheim and the Grove, which the City utilizes to fulfill its obligations under the Lease (as defined below) and for operations related to the Grove.

C. The City and Club are parties to that certain Amended and Restated Lease Agreement, dated as of May 15, 1996, between City and The California Angels L.P., a California limited partnership, which previously entered into the Original Lease and later assigned its rights as tenant under the Original Lease to Angels Baseball, as amended by that certain First Amendment to Amended and Restated Lease Agreement, dated as of September 4, 2013, and by that certain Second Amendment to Amended and Restated Lease Agreement, dated January 18, 2019, pursuant to which the City leases the Stadium Site (as defined below) to Club and Club leases the Stadium Site from City (collectively, as the same may be (i) amended or restated or (ii) replaced by a new lease or any other form of agreement pursuant to which Club is entitled to operate, possess or use the Angel Stadium of Anaheim ( the “**Lease**”).

D. The Parties acknowledge that execution of this Agreement by Club and the City is a condition precedent to the City’s obligation to sell the Stadium Site and adjacent property (collectively, the “**Property**”) to SRB Management, LLC (“**SRB**”) pursuant to that certain Amended and Restated Purchase and Sale Agreement dated as of the Approval Date herewith, and entered into by the City and SRB (the “**PSA**”). The Parties also acknowledge that concurrent execution of an assignment of the Lease from the City to SRB, as set forth in the PSA, is a condition precedent to the City’s obligation to sell the Property to SRB.

E. As consideration for the City’s execution and delivery of the PSA: (i) SRB has agreed, to have Club (a) use Angel Stadium of Anaheim or any replacement stadium therefor (collectively the “**Stadium**”) as the exclusive venue for Home Games (as defined below) and not apply to or seek approval to change or move the home territory of the team set forth under MLB Rules in any manner that would exclude the City or the County prior to 2050, and (b) agree to certain obligations and restrictions regarding Transfers and Liens (as such terms are defined below).

**NOW, THEREFORE**, in consideration of the City’s execution and delivery of the PSA and the promises of Club herein contained, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Club and the City, each intending to be legally bound, do hereby agree as follows:

## ARTICLE 1.

### DEFINITIONS

As used in this Agreement, capitalized terms shall have the meanings indicated below unless a different meaning is expressed herein.

“**Agents**” means Club representatives acting, either directly or indirectly, with or without compensation of any kind, on behalf of or under the direction or control of Club.

“**Agreement**” has the meaning set forth in the Preamble.

“**Alternate Site Commitment**” means an agreement, contract or other commitment made by Club with respect to the Team's use of an alternate site upon the occurrence of an Alternate Site Condition, as set forth in Section 2.2(b).

“**Alternate Site Condition**” means the existence of any of the following conditions, but only to the extent that such condition(s) are not the result of a failure by SRB to maintain the Stadium in accordance with its contractual obligations to the City under the Lease Assignment Agreement.

- i. Both Club and MLB, MLB or a Governmental Authority determines the use or occupancy of any material portion of the Stadium (or the area surrounding the Stadium or the Property itself is (a) not permitted under any Applicable Law, or (b) is unsafe for ordinary and customary usage;
- ii. Casualty, Condemnation or Force Majeure prevents the use or occupancy of any portion of the Stadium that is reasonably necessary for the playing, exhibiting or viewing of Home Games; or
- iii. MLB Rules prevent the playing, exhibiting or viewing of Home Games.

“**Applicable Law**” means all present and future laws, statutes, regulations, ordinances, resolutions and orders of any Governmental Authority applicable to the Property and the Parties.

“**Assignment of Stadium Lease**” means Assignment of Stadium Lease entered into as of the Approval Date, with an effective date of even date herewith, between the City and SRB.

“**BOC**” means the Office of the Commissioner of Baseball, an unincorporated association comprised of the Major League Clubs that are party to the Major League Constitution, and any successor organization thereto.

“**Business Day**” means any weekday except any weekday on which banks are not required or authorized by Applicable Law to be open in the State.

“**Casualty**” means damage caused by fire, earthquake or other similar event.

“**Championship Season**” means, in any given year of the Term, the regular season defined by MLB as the games that count toward league standings for that year, but specifically excluding any pre-season (including, without limitation, spring training), Postseason, All Star, World Baseball Classic or other event designated by the BOC as an MLB Special Event that does not count toward league standings. Championship Seasons are sometimes referred to herein by the calendar year in which they are played (e.g., “2021 Championship Season”).

“**City**” has the meaning set forth in the Preamble.

“**Club**” has the meaning set forth in the Preamble.

“**Club Property**” means the Franchise and Club’s Leasehold Estate.

“**Commissioner**” means the Commissioner of Baseball as elected under the Major League Constitution or, in the absence of a Commissioner, the Executive Council or any Person or other body succeeding to the powers and duties of the Commissioner pursuant to the Major League Constitution.

“**Condemnation**” means the taking of property by exercise of the power of eminent domain, whether by formal condemnation proceedings or by purchase under threat of exercise of the power of eminent domain proceedings.

“**Controlling Interest**” means (i) ownership of more than 50% of all outstanding equity in Club; (ii) ownership of more than 50% of the general partnership interest in Club if Club is a partnership; (iii) ownership of more than 50% of the manager or managing member interests if Club is a limited liability company; or (iv) control of a majority of the voting interests in Club either by ownership or contract.

“**County**” means Orange County, California.

“**Disposition and Development Agreement**” means the Disposition and Development Agreement dated \_\_\_\_\_, 2020, by and between the City and SRB

“**Effective Date**” has the meaning set forth in the Preamble.

“**Force Majeure**” means any acts of God, strikes, lockouts, material or labor shortages or restrictions, civil riots, acts of terrorism, moratorium, fire or other casualty, or pandemics or epidemics (including adherence to any commercial closures, quarantine or similar measures in relation thereto by any governmental authority) or other similar occurrence reasonably beyond the control of Club.

“**Franchise**” means the franchise granted to Club by MLB to own and operate the Team.

“**Governmental Authority**” means any and all entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies or authorities of any nature whatsoever of any governmental unit (federal, state, regional, county, city or otherwise) whether now or hereafter in existence.

“**Home Games**” means all MLB Scheduled Games of the Team that under MLB Rules are designated as “home games”; provided, however, that should MLB designate the Team as home team for MLB Special Events, playing such games will not be considered a violation of any provision of this Agreement.

“**Home Territory Covenants**” means the collective covenants and agreements made by Club under Sections 2.1, 2.2 and 2.3.

“**Home Territory Default**” means any Club breach of any of the Home Territory Covenants.

“**Indeterminate Condition**” means a condition in which circumstances that give rise to an Alternate Site Condition do not allow Club to reasonably determine when such Alternate Site Condition will end.

“**Lease**” has the meaning set forth in Recital C.

“**Leasehold Estate**” means the leasehold estate of Club or other right of Club to operate, possess or use the Stadium Site created by the Lease.

“**Lien**” means any pledge, security interest, lien, hypothecation, charge or mortgage covering the whole of the Franchise and/or Club’s interest in the Leasehold Estate.

“**Major League Baseball**” or “**MLB**” means, depending on the context, any or all of (a) the BOC, each other MLB Entity and/or all boards and committees thereof, including, without limitation, the Executive Council, and/or (b) the Major League Clubs acting collectively.

“**Major League Baseball Club**” or “**Major League Club**” means any professional baseball club that is entitled to the benefits, and bound by the terms, of the Major League Constitution.

“**Major League Constitution**” means the Major League Constitution adopted by the Major League Baseball Clubs, as the same may be amended, supplemented, or otherwise modified from time to time in the manner provided therein and all replacement or successor agreements that may in the future be entered into by the Major League Clubs.

“**MLB Approval**” means, with respect to the Major League Clubs, the Commissioner, the BOC or any other MLB Entity, any approval, consent or no-objection letter required to be obtained from such Person(s) pursuant to the MLB Rules and Regulations (which may be conditioned or withheld in the sole and absolute discretion of such Person(s)).

“**MLB Entity**” means each of the BOC, The MLB Network, LLC, MLB Advanced Media, L.P., Tickets.com LLC, and/or any of their respective present or future affiliates, assigns or successors.

“**MLB Governing Documents**” means the following documents as in effect from time to time and any amendments, supplements, or other modifications thereto and all replacement or successor documents thereto that may in the future be entered into: (a) the Major League Constitution; (b) the Basic Agreement between the Major League Baseball Clubs and the Major League Baseball Players Association; (c) the Professional Baseball Agreement between the BOC, on behalf of itself and the Major League Baseball Clubs, and the National Association of Professional Baseball Leagues; (d) the Major League Rules (and all attachments thereto); (e) the Amended and Restated Interactive Media Rights Agreement, effective as of January 1, 2020, by and among the Commissioner, the Major League Baseball Clubs, the BOC, MLB Advanced Media, L.P. and various other MLB Entities; and (f) each agency agreement and operating guidelines among the Major League Clubs and any MLB Entity, including, without limitation, the Amended and Restated Agency Agreement, effective as of January 1, 2020, by and among the Major League Clubs, the BOC, Major League Baseball Properties, Inc., and MLB Advanced Media L.P. (and the Operating Guidelines related thereto).

“**MLB Playoff Games**” means MLB games that are classified under MLB Rules as Postseason games, including, without limitation, “wildcard games”, “division series games”, “league championship series games”, or “World Series games”.

“**MLB Regular Season Games**” means MLB games (excluding, for the avoidance of doubt, MLB Playoff Games) played by the Team during each Championship Season.

“**MLB Rules**” means (a) the MLB Governing Documents, (b) any present or future agreements or arrangements entered into by, or on behalf of, the BOC, any other MLB Entity or the Major League Baseball Clubs acting collectively, including, without limitation, agreements or arrangements entered into

pursuant to the MLB Governing Documents, and (c) the present and future mandates, rules, regulations, policies, practices, bulletins, by-laws, directives or guidelines issued or adopted by, or on behalf of, the Commissioner, the BOC or any other MLB Entity as in effect from time to time.

**“MLB Scheduled Games”** means all MLB Regular Season Games and all MLB Playoff Games.

**“MLB Special Event”** means those MLB Scheduled Games and other games described in the Basic Agreement between the Major League Baseball Clubs and the Major League Baseball Players Association as international events and games, games designated by MLB as “jewel games,” games for which MLB designates the Team as the home team and requires such game to be played other than at Angel Stadium of Anaheim (e.g., as the home team for a series of games against another Major League Club or Clubs at a venue in a foreign country), games between Major League Baseball Clubs and other baseball teams (such as exhibitions featuring teams from foreign leagues), MLB All Star Games, the World Baseball Classic games, games involving Major League Baseball Clubs to be played at a neutral site (such as the “Field of Dreams” game, Little League Classic, or games to be played outside the United States or Canada).

**“Other Default”** means any material default by Club of the terms, covenants or agreements of this Agreement, other than a Home Territory Default.

**“Party”** means either Club, or the City, and **“Parties”** means Club and the City, collectively.

**“Person”** means any individual trust, estate, partnership (general or limited), limited liability company, joint venture, company, corporation, Governmental Authority, association or any other legal entity or business or investment enterprise.

**“Postseason”** means all official MLB games between two Major League Baseball Clubs occurring after the end of a Championship Season and which are considered by MLB to be part of its playoff system for that Championship Season leading to and including the World Series championship (as MLB may change such system from time to time).

**“Stadium”** has the meaning set forth in Recital E.

**“Stadium Site”** means the parcel on which the Stadium and surface parking are located, as legally described on Exhibit A attached hereto.

**“State”** means the State of California.

**“Team”** has the meaning set forth in Recital A.

**“Term”** means the period that is coterminous with the Disposition and Development Agreement from the Effective Date through December 31, 2050, as may be extended (i) by the terms of the Disposition and Development Agreement, or (ii) by Club for up to five (5) periods of five (5) years each by giving the City an extension notice not later than twelve (12) months prior to the end of the then-current term, provided that if the City terminates the Disposition and Development Agreement for a default by SRB under such agreement, the Term shall mean the period from the Effective Date through December 31, 2050 or, if the Club has exercised one or more extensions, through the end of the last extension exercised by the Club.

**“Transfer”** means any sale, transfer, assignment or other disposition of Club’s right, title, or interest in and to Club Property; provided, that making a Lien in accordance with MLB Rules is not a

Transfer so long as Club does not intend to use a Lien to change or move the home territory of the Team set forth under MLB Rules in any manner that would exclude the City or County, but any foreclosure or sale, transfer, assignment or other disposition in lieu of foreclosure in connection with a Lien would constitute a Transfer.

## ARTICLE 2.

### **MAINTENANCE OF HOME TERRITORY AND COVENANT TO PLAY; CITY BENEFITS**

#### **2.1 Maintenance of the Franchise; State and City Ties.**

At all times during the Term, Club shall maintain the Franchise in good standing in accordance with MLB Rules provided, however, that the failure by the Franchise to do so shall not constitute a default under this Agreement unless such failure shall impair Club's Home Territory Covenants. At all times during the Term, Club shall hold, maintain, and defend the right of the Team to play baseball as a Major League Club. Without limiting the generality of the foregoing, Club shall not volunteer for contraction of the Team by MLB.

#### **2.2 Covenant to Play.**

(a) Subject to Section 2.2(b) below, Club covenants and agrees that, during the Term, the Team will play its Home Games in the Stadium.

(i) Team may play MLB Special Games in each Championship Season. Unless approved by City in advance, in its reasonable discretion, Team must play at least 90% of its Home Games in each Championship Season at the Stadium. Club will request that MLB treat Team substantially similar to other larger market Major League Baseball Clubs (such as the others in California as well as those in the States of Illinois, Massachusetts, New York, Pennsylvania, and Texas) with regard to scheduling the Team for MLB Special Games.

(ii) In the event that, pursuant to an MLB directive, order, or the MLB Rules (including, without limitation, MLB Rules with respect to the health and well-being of players, officials and fans), substantially all MLB Clubs are required to play their games in a Championship Season or Postseason in a location or locations (a "Designated Stadium" or "Designated Stadiums") other than the venue in which they normally play their home games (e.g., in the event a "bubble" concept used in certain professional sports leagues in the United States and Canada during 2020 is implemented by MLB, or where MLB requires some or all MLB Playoff Games to be played in a Designated Stadium or at Designated Stadiums), Club's playing of its Home Games at a Designated Stadium or Designated Stadiums shall not constitute a breach of Section 2.1(a)(i) above, or the covenants of this Agreement.

(b) Notwithstanding the covenants in Section 2.2(a), if an Alternate Site Condition exists at any time during the Term, Club may commit to temporarily play the Team's Home Games at an alternate site, on the following terms and conditions:

(i) Promptly after Club first learns of such Alternate Site Condition, Club shall deliver written notice to the City identifying the Alternate Site Condition, the estimated number of days such Alternate Site Condition is expected to persist and the



corresponding number of Home Games expected to be played at the alternate site, or informs the City that an Indeterminate Condition exists.

- (ii) Club shall use commercially reasonable efforts to obtain an alternate site:
  - A. that is within the City, then
  - B. if after exploring the City the Club or MLB determine that no alternate site is available or exists within the City then within the County; then
  - C. if after exploring the County, the Club or MLB determine that no alternate site is available or exists within the County then within the State; then
  - D. if after exploring the State the Club or MLB determine that no alternate site is available or exists within the State then there shall be no restriction on the location of any alternate site that Club does obtain.

(iii) Notwithstanding anything to the contrary, but subject to MLB Rules, in the event of an Alternate Site Condition Club may forego the determination process provided for in Section 2.2(b)(ii) and may play its Home Games at the MLB facility either in San Diego (currently known as Petco Park) or Los Angeles (currently known as Dodger Stadium) as its alternate site.

(iv) For purposes of this provision, “commercially reasonable efforts” shall be determined based on the totality of the circumstances, and shall include but not be limited to consideration of such factors as MLB requirements for scheduling and travel, playing fields, clubhouses and training facilities, spectator access, broadcast readiness, maintenance of overall franchise operations, and actions taken by similarly situated MLB franchises after casualties to their ballparks, if any.

(v) The Parties acknowledge that any alternate site is subject to MLB Approval.

(vi) The Team may play its Home Games at such alternate site during the period of time that such Alternate Site Condition exists. Club may honor an Alternate Site Commitment reasonably made by Club with respect to an Indeterminate Condition even if such Alternate Site Commitment extends beyond the expiration of such Indeterminate Condition; provided, however, that the Team recommences playing its Home Games at the Stadium as soon as practical as determined by Club using its commercially reasonable efforts after such Indeterminate Condition ends, but in no event later than the commencement of the subsequent Championship Season, except as otherwise agreed by Club and the City. Notwithstanding the foregoing, should MLB require Club to delay recommencing playing its Home Games at the Stadium during the then-current MLB season (due, for example, to scheduling and travel planning), such delay will not be a violation of this provision.

(vii) Club shall use its commercially reasonable efforts to mitigate and overcome any Alternate Site Condition (whether an Indeterminate Condition or otherwise) to the extent the applicable event or condition giving rise thereto is within the reasonable control of Club.

(viii) The Term shall be extended for twelve (12) months for each Championship Season in which the Team plays at least 50% of its Home Games at an alternate site due to an Alternate Site Condition.

(ix) Club shall, pursuant to the provisions of the Assignment of Stadium Lease, require the Stadium landlord (whether SRB or otherwise) to repair or replace the Stadium in the event of partial or total Casualty of the Stadium. If the Stadium landlord breaches its covenant to repair or replace the Stadium pursuant to Section 9(e) of the Assignment of Stadium Lease, after all applicable cure periods, then Club shall be required to undertake such repair or replacement of the Stadium, at Club's cost, in accordance with the Stadium landlord performance obligations set forth in Section 9(e) of the Assignment of Stadium Lease. The time for Club's performance pursuant to this Section 2.2(b)(ix) shall commence upon receipt of notice from the City of the Stadium landlord's failure to cure such breach of Section 9(e) of the Assignment of Stadium Lease on or before the expiration of all applicable cure periods.

### **2.3 Maintenance of Home Territory.**

Subject to Section 2.2, Club and its Agents shall not, without the City's prior written consent, during the Term change or move the home territory of the Team set forth under MLB Rules in any manner that would exclude the City or County. This Section 2.3 shall not apply to Club's actions, negotiations, discussions, applications or agreements during the last five (5) years of the Term with respect to a proposed relocation, change or move that would not take effect during the Term, provided, however, that Club agrees to promptly provide the City notice of such actions, negotiations, discussions, applications or agreements.

### **2.4 Stadium Suites, Tickets and Associated Parking for City Use.**

Club shall provide to the City for no additional consideration an aggregate of 2,500 tickets, comprised of seats in suites and other best available locations, to MLB Regular Season Games that are Home Games in each Championship Season through the 2029 Championship Season. The Parties shall determine the procedures for the City to request such tickets and Club's fulfillment of the requests, provided, however, that all ticket requests, and seat locations, shall be subject to availability as determined by Club. Tickets for any suites shall include the parking pass(es) that are otherwise included with such tickets, if applicable. If the City does not request its full allotment of tickets during a Championship Season, the City shall not be entitled to roll over any unused tickets to any subsequent Championship Season or to any additional compensation from Club for any unused tickets. The City may use tickets and parking passes provided hereunder solely for City and charitable purposes and may not, directly or indirectly, sell, resell or otherwise transfer, any tickets or parking passes.

## **ARTICLE 3.**

### **DEFAULTS AND REMEDIES**

#### **3.1 Agreements and Acknowledgments; Equitable Relief.**

Club and the City acknowledge and agree as follows:

(a) (i) Club's obligations under the Home Territory Covenants are unique, are the essence of the bargain and are essential consideration for this Agreement and the PSA being entered into by the City in connection with the Stadium; (ii) the Team is extraordinary and unique and under the organization of professional baseball by and through MLB, the Team may not be able to be replaced with another MLB or other professional sports team in the City; and (iii) having the Team play its Home Games in the Stadium as provided herein provides a unique value to the City including generating jobs, taxes, additional revenue sources, economic development and increased tourism. Therefore, the Parties

acknowledge and agree that there exists no adequate and complete remedy at law to enforce this Agreement against Club, and that equitable relief by way of a decree of specific performance or an injunction (such as a prohibitory injunction barring the Team from relocating or playing its Home Games at any location other than the Stadium, except as provided for herein, in violation of this Agreement ), in lieu of monetary damages, is the most appropriate remedy for the enforcement of this Agreement. Consistent with the Parties' intent that the equitable relief of this Section is the preferred relief for a Home Territory Default, the City hereby covenants that, in the event of a Home Territory Default, or the actual threat of a Home Territory Default, the City shall seek equitable relief as provided by this Section 3.1 (provided that equitable relief is a remedy available and enforceable at the time of such Home Territory Default). Furthermore, based on the foregoing, Club and the City hereby agree as follows (and Club shall not assert or argue otherwise in any action or proceeding):

(x) Any Home Territory Default shall constitute irreparable harm to the City for which monetary damages or other remedies at law will not be an adequate remedy; and

(y) The City is entitled to obtain injunctive relief prohibiting action, directly or indirectly, by Club that causes or could reasonably be expected to cause a Home Territory Default.

(z) If a court of competent jurisdiction determines in a final order that Club has committed a Home Territory Default and the equitable relief described in Section 3.1(a) will not be granted or is otherwise unavailable to the City, then within 45 days of such final order, Club shall pay to the City as liquidated damages, and not as a penalty, the sum of \$300,000,000 (the “**Liquidated Damages Amount**”), which Liquidated Damages Amount shall decrease during the Term by \$10,000,000 on the first 12-month anniversary of the Effective Date and every 12-month anniversary date thereafter, provided in no event shall the Liquidated Damages Amount be less than \$100,000,000. The City and Club acknowledge and agree that in determining the Liquidated Damages Amount (i) they have exercised care to make a reasonable forecast of direct damages under applicable law that may arise from a Home Territory Default, (ii) such reasonable forecast of direct damages is not an exact measure of damages given it would be infeasible to estimate such damages with precision, including due to the intangible nature of some of such damages and the number of citizens and businesses that rely upon the presence of the Team in the City, (iii) they have considered (A) the City’s consideration for this Agreement and the PSA; (B) the City’s loss of revenue streams attributable to the Team’s operations; and (C) the detrimental effects of a Home Territory Default on the City, including the loss of (1) intangible civic, social, and quality of life benefits, (2) national and international exposure, and (3) revenues and other direct and indirect economic and fiscal benefits; and (iv) to the extent the City is required to refund or disgorge (as a result of the bankruptcy of Club or otherwise) any amount paid in connection with the payment of the Liquidated Damages Amount hereunder, Club shall remain subject to the Home Territory Covenants until such amount required to be refunded or disgorged is paid in full by Club.

(b) The City’s execution and delivery of the PSA is the sole consideration for the Parties’ respective obligations under this Agreement, and as such (i) the City has fully performed its obligations, (ii) the rights of the City to equitable relief (including injunctive relief) as a result of a Home Territory Default, as set forth in this Article 3, shall not constitute a claim pursuant to Section 101(5) of the United States Bankruptcy Code and shall not be subject to discharge or restraint of any nature in any bankruptcy, reorganization or insolvency proceeding involving Club, and (iii) this Agreement is not an “executory contract” as contemplated by Section 365 of the United States Bankruptcy Code.

(c) That, in any proceeding seeking relief for a Home Territory Default, any requirement for the City to (i) post any bond or other security or collateral or (ii) make any further showing of irreparable harm as a condition of any relief sought or granted is hereby waived, and Club shall not assert or argue otherwise or request the same.

(d) That the obligations of Club under the Home Territory Covenants are absolute, irrevocable and unconditional, except as expressly provided herein, and shall not be released, discharged, limited or affected by any right of setoff or counterclaim that Club may have to the performance thereof. Notwithstanding the foregoing, and subject to Section 2.1, the contraction of the Club by MLB or suspension or cessation of a Championship Season or any significant portion thereof by MLB shall not be a Home Territory Default and shall not trigger any City remedies under Section 3.1(a) hereof.

(e) Club understands and acknowledges that, by operation of the foregoing provisions, it is knowingly and intentionally relinquishing or limiting certain important rights and privileges to which it otherwise might be entitled, including the right to object to a grant of specific performance and injunctive relief, and that its relinquishment and limitation thereof is voluntary and fully informed.

### **3.2 Remedies for Other Defaults.**

In the event of any Other Default, the City shall be entitled to pursue all other legal and equitable remedies against Club, whether or not such other remedies are specifically set forth in this Agreement, including specific performance and injunctive relief.

## **ARTICLE 4.**

### **REPRESENTATIONS**

#### **4.1 Representations and Warranties of Club.**

Club hereby represents and warrants to the City that, as of the Effective Date:

(a) Club is a limited partnership duly organized and validly existing under the laws of the State of California. Club has all requisite authority to enter into this Agreement.

(b) The execution, delivery and performance by Club of this Agreement have been duly authorized by all necessary action, will not violate the organizational documents of Club and will not result in the breach of, or constitute a default under, any material agreement or any judgment or decree to which Club is a party or by which Club or its material assets are bound. This Agreement has been duly executed and delivered by Club and constitutes valid and binding obligations of Club.

(c) No suit is pending or, to the knowledge of Club, threatened against Club that could reasonably be expected to have a material adverse effect upon Club's performance under this Agreement.

(d) Club is the record and beneficial owner of the Team and Club Property, in each case, free and clear of all Liens, other than those created under or pursuant to MLB Rules. The Team is a member in good standing of MLB and is in compliance with all MLB Rules that are relevant to the Home Territory Covenants and the Parties' other rights and obligations hereunder.

#### **4.2 Representations and Warranties of the City.**

The City hereby represents and warrants to Club that, as of the Effective Date:

(a) The City is a municipal corporation and charter city under the laws of the State of California. The City has all requisite power and authority to enter into this Agreement.

(b) The execution, delivery and performance by the City of this Agreement have been duly authorized by all necessary action, will not violate the organizational documents of the City and will not result in the breach of, or constitute a default under, any material agreement or any judgment or decree to which the City is a party or by which the City or its material assets are bound. This Agreement has been duly executed and delivered by the City and constitutes valid and binding obligations of the City.

(c) No suit is pending or, to the knowledge of the City, threatened against the City that could reasonably be expected to have a material adverse effect upon the City's performance under this Agreement.

## **ARTICLE 5.**

### **MISCELLANEOUS**

#### **5.1 Entire Agreement.**

This Agreement represents the entire agreement between the City and Club relating to Club's commitment to maintain the Team in the City, and supersedes all prior negotiations, representations or agreements of the City and Club, written or oral, with respect to the subject matter of this Agreement.

#### **5.2 Amendments; Waiver.**

No alteration, amendment or modification of this Agreement shall be valid unless executed by an instrument in writing by the Parties with the same formality as this Agreement. Notwithstanding anything herein to the contrary, this Agreement may not be amended, supplemented or otherwise modified, and no provision herein may be waived, unless all necessary MLB Approvals have been obtained in advance thereof. The failure of Club or the City to insist in any one or more instances upon the strict performance of any of the covenants, agreements, terms, provisions or conditions of this Agreement or to exercise any election herein contained shall not be construed as a waiver or relinquishment for the future of such covenant, agreement, term, provision, condition, election or option, but the same shall continue and remain in full force and effect. No waiver by Club or the City of any covenant, agreement, term, provision or condition of this Agreement shall be deemed to have been made unless expressed in writing and signed by an appropriate official on behalf of the City or Club. The payment of sums due and payable hereunder, with knowledge of the breach of any covenant, agreement, term, provisions or condition herein contained, shall not be deemed a waiver of such breach. No payment by Club of a lesser amount than the sum due under this Agreement shall be deemed to be other than on account of the earliest stipulated payment, nor shall any endorsement or statement of any check or any letter accompanying any check or payment be deemed an accord and satisfaction or a modification of any obligations under this Agreement, or a limitation on the right of the City to recover the balance of such payment or pursue any other remedy provided in this Agreement.

#### **5.3 Governing Law; Venue.**

This Agreement is made, and shall be construed under, the laws of the State of California. Each Party agrees that the Superior Court for the State located in the County shall have the exclusive jurisdiction and venue for any dispute under this Agreement, and each Party hereby consents to jurisdiction in such court.

#### 5.4 Severability.

If any article, section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent be invalid or unenforceable, the remainder of the article, section, subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining article, section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

#### 5.5 Successors and Assigns.

(a) The covenants, terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the City and Club and their respective successors and assigns, including in connection with any Transfer and any Liens granted by Club. Club shall deliver to the City simultaneously with, or prior to, such Transfer the transferee's agreement in writing to assume, in full and without qualification, Club's obligations under this Agreement, specifically including the Home Territory Covenants and any then-unperformed obligations of Club under this Agreement whether accrued or due before or after the effective date of such Transfer.

(b) Any Transfer or grant of a Lien shall be made or granted subject to the requirements and obligations of Club under this Agreement, including compliance in all respects with the Home Territory Covenants, so that any Person who acquires the Franchise (including, if applicable, MLB), by Transfer or pursuant to any foreclosure or other action against any such Lien, shall acquire and take Club Property subject to all of the Home Territory Covenants and the other terms of this Agreement. Such Person shall thereafter be deemed to be "Club" for purposes of this Agreement. No Transfer (including, if applicable, to MLB) or grant of a Lien shall change, limit, release or otherwise affect the obligations of Club under this Agreement, provided, however, that following a Transfer, the transferor shall be relieved from all obligations arising under this Agreement after the date of such Transfer and the transferee shall be deemed to be Club hereunder.

(c) Club shall not grant any Lien (other than those created under or pursuant to MLB Rules) unless the documents and other instruments implementing the Lien expressly provide that (i) such Lien is subject to this Agreement, and the pledgee acknowledges the same in writing, and (ii) any Transfer (and any transferee) upon foreclosure or other enforcement of the Lien shall be subject to this Agreement and the transferee shall become Club as to Club Property that is the subject of such Transfer. For the benefit of the City, Club shall use commercially reasonable efforts to (A) obtain from each lender holding an Existing Lien such lender's written acknowledgement of an agreement to the foregoing, and (B) deliver such acknowledgement and agreement to the City simultaneously with Club's execution and delivery of this Agreement, to be effective as of the Effective Date; provided, however, that if Club does not deliver acknowledgement as set forth above shall not be a breach of this Agreement. The Parties acknowledge and agree that this Section 5.5(c) shall not apply with respect to any loans made by MLB commonly referred to as the "MLB Support Loans".

#### 5.6 Captions and Headings.

The captions and headings throughout this Agreement are for convenience and reference only and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify amplify or add to the interpretation, construction or meaning of any provisions of this Agreement or the scope or intent thereof, nor in any way affect this Agreement.

5.7 **Notices.**

All notices, demands, requests and other communications required or permitted hereunder shall be in writing, and shall be (a) personally delivered with a written receipt of delivery; (b) sent by a nationally-recognized overnight delivery service requiring a written acknowledgement of receipt or providing a certification of delivery or attempted delivery; (c) sent by certified or registered mail, return receipt requested; or (d) sent by electronic delivery. All notices shall be deemed effective when actually delivered as documented in a delivery receipt; provided, however, that if the notice was sent by overnight courier or mail as aforesaid and is affirmatively refused or cannot be delivered during customary business hours by reason of the absence of a signatory to acknowledge receipt, then the first attempted delivery shall be deemed to constitute delivery. Each Party shall be entitled to change its address for notices from time to time by delivering to the other Party notice thereof in the manner herein provided for the delivery of notices. All notices shall be sent to the addressee at its address set forth following its name below:

**City:** City of Anaheim  
Convention, Sports and Entertainment  
800 W. Katella Ave.  
Anaheim, California 92802  
Attention: Executive Director

with a copy to: City of Anaheim  
200 South Anaheim Boulevard, Suite 356  
Anaheim, California 92805  
Attention: City Attorney

**And to:** City of Anaheim  
200 South Anaheim Boulevard  
2nd Floor  
Anaheim, California 92805  
Attention: City Clerk

**Club:** Angels Baseball LP  
2000 E Gene Autry Way  
Anaheim, California 92806  
Attention: President

with a copy to: Angels Baseball LP  
2000 E Gene Autry Way  
Anaheim, California 92806  
Attention: General Counsel

**And to:** Loeb & Loeb LLP  
10100 Santa Monica Boulevard, Suite 2200  
Los Angeles, California 90067  
Attention: Allan Abshez, Esq.

5.8 **Counterparts.**

This Agreement may be simultaneously executed in two or more counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

## 5.9 Time.

Times set forth in this Agreement for the performance of obligations shall be strictly construed, time being of the essence. In the event the date specified or computed under this Agreement for the performance, delivery, completion or observance of a covenant, agreement, obligation or notice by either Party or for the occurrence of any event provided for herein shall be a non-Business Day, then the date for such performance, delivery, completion, observance or occurrence shall automatically be extended to the next Business Day.

## 5.10 Third-Party Beneficiaries.

The Parties understand and agree that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City, Club, and MLB, or their successors or assigns, and nothing contained in this Agreement shall give or allow any such claim or right of action by any third person or entity (other than MLB) whatsoever on such Agreement. Except as otherwise set forth above, it is the express intention of the City and Club that any person or entity other than the City, Club, or MLB, or their successors or assigns, receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

## 5.11 MLB Requirements.

Any contrary provisions contained herein notwithstanding:

(a) This Agreement and the rights of the City hereunder, including the exercise of any rights or remedies hereunder, whether existing by statute, law or as a matter of equity, and the obligations of the Club hereunder, shall be and are subject to MLB Rules, as reasonably determined by MLB in its sole discretion, the application or enforcement of which the City shall not directly or indirectly oppose, interfere with or seek to limit, whether by action or inaction, in any fashion whatsoever, whether or not explicit reference thereto is made herein, and nothing herein is intended to violate or breach any such MLB Rules. Without in any way diminishing the subordination of this Agreement to the MLB Rules, the Club agrees in any event that if compliance by it with the MLB Rules results in a failure by the Club to fulfill its obligations under this Agreement, the City may enforce remedies (other than any remedy for injunctive relief or specific performance that would prevent the Club from complying with the applicable MLB Rules) for Club's failure to fulfill its obligations as provided in this Agreement.

(b) Neither Club nor any other Person (other than the Commissioner or MLB) shall have any right to enforce any provision of this Section 5.11.

(c) The Commissioner and MLB are intended third-party beneficiaries of the provisions of this Section 5.11 and each other provision in this Agreement that prohibits action without first obtaining MLB Approval and, in addition to their right to waive or enforce the provisions of this Section 5.11, the Commissioner and MLB shall be entitled and have the right to waive or enforce such other provisions directly against any party hereto (or their successors and permitted assigns) to the extent that any such other provision is for the benefit of the Commissioner, MLB or the Major League Baseball Clubs.

(d) The City, by its acceptance of the benefits hereof, hereby agrees that it shall, for no further consideration, execute and deliver any documents or instruments or take any other action that the Commissioner or MLB may reasonably request in order to evidence or effectuate the terms of this Section 5.11.



(e) The Commissioner and MLB shall have no liability whatsoever to any Person for actions taken pursuant to this Section 5.11 (other than for fraudulent acts or willful misconduct with respect to this Section 5.11 by the Commissioner or MLB), and the City hereby releases the Commissioner and MLB from any and all claims arising out of or in connection with any such actions. Nothing contained in this Agreement shall create any duty on behalf of the Commissioner or MLB to any other Person.

**5.12 Litigation Costs.**

In addition to any other relief to which the prevailing party in any dispute under this Agreement may be entitled, the prevailing party shall be entitled to recover from the non-prevailing party all court costs, reasonable attorneys' fees and expenses and other costs incurred by the prevailing party in connection with such dispute, including any appellate, post-judgment, or bankruptcy proceeding relating to such dispute, and enforcement of any judgment, ruling, or award rendered in any of the foregoing or collection from the non-prevailing party.

[Remainder of page intentionally blank — Signature page follows]

IN WITNESS WHEREOF, the undersigned, thereunto duly authorized on behalf of each respective Party, have executed this Agreement as of the date first set forth above.

**CITY:**

CITY OF ANAHEIM,  
a municipal corporation and charter city

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Attest:**

\_\_\_\_\_  
Theresa Bass, City Clerk

**Approved as to Form:**

\_\_\_\_\_  
Robert Fabela, City Attorney

Date of Execution: \_\_\_\_\_, 2020

**CLUB:**

ANGELS BASEBALL LP,  
a California limited partnership

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGEMENT**

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            )  
  : SS  
County of Orange            )

On \_\_\_\_\_ 20\_\_ 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 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 A**

STADIUM SITE LEGAL DESCRIPTION

**[SUBJECT TO MODIFICATION]**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ANAHEIM, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

PARCELS 1, 2, 3, AND 4 OF PARCEL MAP NO. 2006-262, IN THE CITY OF ANAHEIM AND THE CITY OF ORANGE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 357, PAGES 25 THROUGH 34 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 232-011-02; 232-011-06; 232-011-35; 232-011-36; 232-011-37; 232-011-38; 232-011-39; 232-011-40; 232-011-41; 232-011-42; 232-011-43; 232-011-44; 232-011-47; 232-011-48; 232-011-50

PARCEL 2:

INTENTIONALLY DELETED

PARCEL 3:

THAT PORTION OF LOT 3 OF TRACT NO. 71, AS PER MAP RECORDED IN BOOK 10, PAGE 22 OF MISCELLANEOUS MAPS, IN THE OFFICE OF SAID COUNTY RECORDER, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTH 667.79 FEET OF SAID LOT, NORTH 89°59'00" EAST 272.10 FEET FROM THE INTERSECTION OF SAID LINE WITH A LINE WHICH IS PARALLEL WITH AND EASTERLY 781.9 FEET, MEASURED AT RIGHT ANGLES FROM THE WEST LINE OF SAID LOT; THENCE SOUTH 89°59'00" WEST 139.13 FEET, ALONG SAID NORTH LINE TO A POINT ON THE SOUTHEASTERLY LINE OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY'S 30.00 FOOT WIDE RIGHT OF WAY AS DESCRIBED IN A DEED RECORDED JUNE 17, 1960 IN BOOK 5292, PAGE 508 OF OFFICIAL RECORDS, SAID SOUTHEASTERLY LINE BEING A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 374.26 FEET, A RADIAL TO SAID POINT BEARS SOUTH 16°17'15" EAST; THENCE NORTHEASTERLY 283.43 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 43°23'25" TO A POINT OF CUSP WITH A COMPOUND CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 3672.29 FEET; THENCE SOUTHWESTERLY 61.23 FEET ALONG SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 00°57'19"; THENCE SOUTH 31°16'19" WEST 8.53 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 344.26 FEET; THENCE SOUTHERLY

119.12 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°49'13" TO THE POINT OF BEGINNING.

APN: 083-270-47 (PORTION)

EXCLUDING THEREFROM:

WATER WELL SITE:

**PARCEL 1**

In the City of Anaheim, County of Orange, State of California, being that portions of Parcels 1, 3 and 4 of Parcel Map No. 2006-262, filed in Book 357, Pages 25 through 34, inclusive, of Parcel Maps, in the Office of the County Recorder of said County, described as follows:

**Commencing** at the northeasterly terminus of that certain course "N49°46'03"E 219.32'" shown along the centerline of Katella Avenue on said Parcel Map, being the intersection of said centerline of Katella Avenue and the northwesterly prolongation of the northeasterly line of said Parcel 3; thence leaving said centerline southeasterly along said northwesterly prolongation and said northeasterly line South 69°59'44" East 63.99 feet to the **True Point of Beginning**; thence leaving said northeasterly line South 0°00'02" West 288.18 feet; thence South 89°56'50" West 153.43 feet; thence North 36°25'35" West 117.75 feet to a point on the southeasterly right of way of said Katella Avenue, said point being on a non-tangent curve concave northwesterly having a radius of 1059.98 feet, a radial line to the beginning of said curve bears South 37°49'44" East; thence northeasterly 44.47 feet along said curve and southeasterly right of way of Katella Avenue through a central angle of 2°24'13"; thence continuing along said southeasterly right of way the following three (3) courses:

- 1) North 49°46'03" East 74.77 feet,
- 2) North 0°44'33" East 13.25 feet and
- 3) North 49°46'03" East 164.46 feet to the northerly corner of said Parcel 3;

thence along said northeasterly line of said Parcel 3 South 69°59'44" East 6.39 feet to the **True Point of Beginning**.

Containing an area of 40,385 square feet, more or less.

AND FURTHER EXCLUDING THEREFROM:

FIRE STATION SITE:

**PARCEL 1**

In the City of Anaheim, County of Orange, State of California, being that portion of Parcel 1 of Parcel Map No. 2006-262, field in Book 357, Pages 25 through 34, inclusive, of Parcel Maps, in the Office of the County Recorder of said County, described as follows:

**Commencing** at the centerline intersection of State College Boulevard (Formerly Placentia Avenue) and Katella Avenue as shown on said Parcel Map; thence southerly along the centerline of said State College Boulevard South  $00^{\circ}44'33''$  West 627.52 feet; thence leaving said centerline, perpendicular South  $89^{\circ}15'27''$  East 60.00 feet to a point on the westerly line of said Parcel 1, said point being the **True Point of Beginning**; thence leaving said westerly line South  $45^{\circ}50'17''$  East 31.92 feet; thence South  $89^{\circ}21'15''$  East 58.91 feet to a curve concave southerly having a radius of 113.00 feet; thence easterly 19.89 feet along said curve through a central angle of  $10^{\circ}05'09''$ ; thence South  $79^{\circ}16'06''$  East 116.07 feet to a curve concave northerly having a radius of 100.00 feet; thence easterly 17.60 feet along said curve through a central angle of  $10^{\circ}05'09''$ ; thence South  $89^{\circ}21'15''$  East 128.04 feet to a curve concave northerly having a radius of 150.00 feet; thence easterly 95.33 feet along said curve through a central angle of  $36^{\circ}24'55''$ ; thence North  $54^{\circ}13'50''$  East 83.45 feet to a curve concave southerly having a radius of 150.00 feet; thence easterly 93.64 feet along said curve through a central angle of  $35^{\circ}46'02''$ ; thence South  $89^{\circ}59'52''$  East 83.24 feet; thence North  $0^{\circ}11'09''$  West 22.34 feet to the easterly terminus of that certain course " $N89^{\circ}06'42''W$  687.99'" shown in the northerly line of said Parcel 1; thence westerly along said northerly line North  $89^{\circ}06'42''$  West 687.99 feet to the a point on the westerly line of said Parcel 1; thence southerly along said westerly line South  $0^{\circ}44'33''$  West 88.70 feet to the **True Point of Beginning**.

Containing an area of 65,339 square feet (1.500 acres), more or less.