

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

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

APN: _____

EQUIPMENT EASEMENT AGREEMENT

This EQUIPMENT EASEMENT AGREEMENT ("**Agreement**") is entered into as of _____, 2019 by and between TS ANAHEIM, LLC, a California limited liability company ("**Grantor**"), and CITY OF ANAHEIM, a municipal corporation and charter city under the laws of the State of California ("**Grantee**").

RECITALS

A. Grantor is the owner of that certain real property described in **Exhibit "A"** attached hereto (the "**Burdened Property**").

B. Grantee is the owner of that certain real property located immediately adjacent to the Burdened Property as described in **Exhibit "B"** attached hereto (the "**Benefited Property**"). The Benefited Property has been developed as a sports/concert venue (the "**Venue**") as depicted on **Exhibit "C"** attached hereto. The Venue and the portions of the Burdened Property which are used for parking and access to the Venue (the "**Parking/Access Areas**") are currently operated under the direction of a manager (collectively with any future manager or tenant, as the case may be, the "**Manager**") pursuant to a facility management agreement between Grantee and Manager, as the same may be modified or replaced from time to time (collectively with any future lease of the Venue in lieu of a management agreement, the "**Venue Agreement**").

C. Grantor desires to grant to Grantee, and Grantee desires to accept from Grantor, certain easements and rights in a portion of the Burdened Property as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

1. Grant of Easement. Grantor hereby grants to Grantee and Grantee's successors and assigns of the Benefited Property, a perpetual, irrevocable, non-exclusive easement (the "**Easement**") upon, over, under and across all portions of the Burdened Property ("**Easement Area**") upon which certain equipment and infrastructure that is necessary, convenient or

beneficial to the operation of the Venue on the Benefited Property (collectively, the "**Equipment**") is from time to time located as provided in, and in accordance with, the Venue Agreement, together with reasonable access to such Equipment over the Parking/Access Areas to operate, maintain, repair and/or replace same; provided that Grantee may not unreasonably interfere with the use of the Burdened Property. Grantor hereby represents and warrants to Grantee that Grantor has good and indefeasible fee simple title to the Easement Area, free and clear of all encumbrances that may adversely affect Grantee's rights hereunder.

2. Character of Easement. The Easement shall be appurtenant to each of the Benefited Property and the Burdened Property and shall therefore be binding upon and run with the Burdened Property and the Benefited Property.

3. Relocation. Grantor may allow the relocation of any Equipment located on the Burdened Property in accordance with the provisions of the Venue Agreement, if applicable, or otherwise with the consent of Grantee.

4. Other Easements. The Easement shall not invalidate or affect, and shall remain subject to, any easements previously recorded in the Official Records of Orange County, California ("**Official Records**"). The Easement granted herein shall not preclude Grantor from granting any future easements on, in, over, under or beneath the Burdened Property from time to time, as determined by Grantor in its sole discretion, regardless of whether such additional easements will be located on, under or beneath any portion of the Easement Area; provided, however, that same shall not materially interfere with Grantee's use or enjoyment of the Easement.

5. Insurance. Without limitation of the obligations of Manager under the Venue Agreement, including the obligation to provide insurance coverage as described therein, the owner of the Burdened Parcel shall cause Manager to maintain in full force and effect liability insurance against claims for personal injury, bodily injury, death and property damage occurring in and about the Easement Area with a "**Combined Single Limit**" (covering personal injury liability, bodily injury liability, and property damage liability) of not less than Five Million Dollars (\$5,000,000.00) in Constant Dollars for total claims for any one occurrence and not less than Ten Million Dollars (\$10,000,000.00) in Constant Dollars for total claims in the aggregate during any policy year, which insurance shall name Grantee as a named insured. An adjustment in the limits and deductible amount of such insurance shall occur on January 1 of the sixth (6th) calendar year following the date of this Agreement, and thereafter at five (5)-year intervals. As used herein, "**Constant Dollars**" shall mean the present value of the dollars to which such phrase refers, adjusted according to the percentage change in the Consumer Price Index, U.S. City Average for All Items-All Urban Consumers (base year 1982 - 84 = 100), published by the United States Department of Labor, Bureau of Labor Statistics, or any successor index thereto. If the Venue Agreement with Anaheim Arena Management, LLC is no longer in effect, then Grantee shall also be obligated to maintain the same insurance coverages as required by the owner of the Burdened Parcel as provided above, provided that Grantee may delegate such obligation to the then Manager under a Venue Agreement.

6. Condemnation. If the Easement Area or any portion thereof shall be taken by right of eminent domain or similar authority of law, the Grantor and Grantee shall cooperate in

good faith and use their commercially reasonable efforts to restore the use or benefit of the Easement to Grantee.

7. Notices. Any notice or invoice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given upon deposit in the United States Mail as certified mail, return receipt requested, postage prepaid or deposit with a nationally recognized overnight delivery service, and addressed to the party being notified at the address given below (or such other address which any party may designate for itself from time to time hereafter by written notice to the other party):

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

And to: City of Anaheim
200 South Anaheim Boulevard, Suite 356
Anaheim, California 92805
Attention: Rob Fabela, City Attorney

And to: City Clerk
200 South Anaheim Boulevard
Second Floor
Anaheim, California 92805
Attention: Linda Andal, City Clerk

Copy to: Freeman, Freeman & Smiley, LLP
1888 Century Park E, Suite 1900
Los Angeles, California 90067
Attention: Damon M. Juha, Esq.

Grantor: TS Anaheim, LLC
1500 S. Douglass Road, Suite 100
Anaheim, California 92806
Attention: Tim Ryan

And to: H & S Ventures, LLC
2101 East Coast Hwy, Third Floor
Corona del Mar, California 92625
Attention: Michael Schulman

And to: Bernard E. Schneider, Esq.
Schneider Law, PC
2101 East Coast Hwy, Suite 230
Corona del Mar, California 92625

And to: Allen Matkins Leck Gamble Mallory & Natsis LLP
1900 Main Street, Fifth Floor
Irvine, California 92614
Attention: Sandra A. Jacobson, Esq.

Immediately upon becoming an owner of the Burdened Property or the Benefited Property or any portion of either, such owner shall notify all other owners of the Burdened Property and the Benefited Property of its contact information for notices.

8. Entire Agreement. This Agreement constitutes the entire agreement between Grantor and Grantee relating to the Easement. Any prior agreements, promises, negotiations, or representations pertaining to the matters set forth herein but not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by the owners of the Benefited Property and the Burdened Property and recorded in the Official Records.

9. Binding Effect. This Agreement shall be binding on and shall inure to the benefit of each successor-in-interest to Grantor or Grantee.

10. No Partnership, Joint Venture or Principal-Agent Relationship. Neither anything in this Agreement nor any acts of Grantor or Grantee shall be deemed by Grantor, Grantee or by any third party to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between any of the parties hereto.

11. Mortgagee Protection. A breach of any of the conditions contained in this Agreement shall not defeat or render invalid the lien of any deed of trust or mortgage made in good faith and for value on the Benefited Property or the Burdened Property, nor shall any lien created hereby operate to effect or impair the lien of such deed of trust or mortgage; provided, however, that this Agreement shall be binding upon and effective against any owner of either Property acquired by foreclosure, trustee's sale, deed-in-lieu of foreclosure or otherwise.

12. Severability. If any provision of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement (or the application of such provision to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each provision of this Agreement, unless specifically conditioned upon such invalid or unenforceable provision, shall be valid and enforceable to the fullest extent permitted by law, and that portion which is found to be unenforceable shall be deemed to be a statement of intention by the parties, and the parties further agree that in such event they shall take all steps necessary to comply with such public hearings and/or notice requirements as may be necessary in order to make valid that portion which is found to be unenforceable.

13. Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. All litigation regarding this Agreement shall be in the Orange County Superior Court or the federal district court for the Central District of California. This Agreement shall be interpreted in accordance with the fair meaning of the provisions hereof, and not strictly for or against either party.

14. Default Shall Not Permit Termination of Agreement. No default under this Agreement shall entitle any party to cancel or otherwise rescind this Agreement, provided, however, that this limitation shall not affect any other rights or remedies that the parties may have by reason of any default under this Agreement, including without limitation, the taking of any remedial action as may be necessary to enforce compliance with this Agreement or the seeking of injunctive relief.

15. Further Assurances; No Waiver. Grantor and Grantee agree from time to time to execute and deliver such further documents and instruments, and to take such further actions, as shall be reasonably necessary or appropriate to carry out the intent and purposes of this Agreement. No right or remedy under this Agreement shall be waived unless such waiver is in writing and signed by the party claimed to have made such waiver.

16. Counterparts. This Agreement may be executed in one or more originally executed counterparts, all of which, when taken together, shall constitute one and the same instrument.

[Signatures appear on following page.]

GRANTOR:

TS ANAHEIM, LLC,
a California limited liability company

By: H&S Ventures, LLC,
a California limited liability company
Its: Manager

By: _____
Michael Schulman
Its: Manager

GRANTEE:

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: _____, 2019

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Equipment Easement Agreement dated _____, 2019 from TS ANAHEIM, LLC, a California limited liability company, Grantor, to the CITY OF ANAHEIM, a municipal corporation and charter city, Grantee, is hereby accepted by the undersigned officer or agent on behalf of the City Council of the City of Anaheim pursuant to authority conferred by the City Council of the City of Anaheim by action taken on _____, 2019, and Grantee consents to recordation thereof.

CITY OF ANAHEIM, a municipal corporation
and charter city

Dated: _____, 2019

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

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, _____,
(insert name of notary)

Notary Public, 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)

ACKNOWLEDGMENT

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, _____,
(insert name of notary)

Notary Public, 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)

CONSENT AND SUBORDINATION

The undersigned, _____, being the beneficiary under that certain _____ dated _____, and recorded on _____ in the Official Records of Orange County, California as Instrument No. _____ (the "**Deed of Trust**") hereby unconditionally subordinates its Deed of Trust to the foregoing Equipment Easement Agreement, and agrees that the Equipment Easement Agreement shall unconditionally be and remain at all times a lien or charge prior and superior to the Deed of Trust and any related agreements.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed as of the _____ day of _____, 20__.

_____,
a _____

By: _____
Print Name: _____
Print Title: _____

ACKNOWLEDGMENT

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, _____,
(insert name of notary)

Notary Public, 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"
Burdened Property
[Attach]

Exhibit "B"
Benefited Property
[Attach]

Exhibit "C"

Venue

(Depiction)



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

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

APN: _____

LOADING DOCK EASEMENT AGREEMENT

This LOADING DOCK EASEMENT AGREEMENT ("**Agreement**") is entered into as of _____, 2019 by and between TS ANAHEIM, LLC, a California limited liability company ("**Grantor**"), and CITY OF ANAHEIM, a municipal corporation and charter city under the laws of the State of California ("**Grantee**").

RECITALS

A. Grantor is the owner of that certain real property described in **Exhibit "A"** attached hereto (the "**Burdened Property**").

B. Grantee is the owner of that certain real property located immediately adjacent to the Burdened Property as described in **Exhibit "B"** attached hereto (the "**Benefited Property**"). The Benefited Property has been developed as a sports/concert venue (the "**Venue**") as depicted on **Exhibit "C"** attached hereto. The Venue and the portions of the Burdened Property which are used for parking and access to the Venue (the "**Parking/Access Areas**") are currently operated under the direction of a manager (collectively with any future manager or tenant, as the case may be, the "**Manager**") pursuant to a facility management agreement between Grantee and Manager, as the same may be modified or replaced from time to time (collectively with any future lease of the Venue in lieu of a management agreement, the "**Venue Agreement**").

C. Grantor desires to grant to Grantee, and Grantee desires to accept from Grantor, certain easements and rights in a portion of the Burdened Property as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

1. Grant of Easement. Grantor hereby grants to Grantee and Grantee's successors and assigns of the Benefited Property, a perpetual, irrevocable, non-exclusive easement (the "**Easement**") upon, over, under and across the portion of the Burdened Property that is more particularly described on **Exhibit "D"** ("**Easement Area**") for the installation, operation,

maintenance, repair and/or replacement of a loading dock and associated Venue equipment within the Easement Area, together with reasonable access thereto across the Parking/Access Areas. Grantor hereby represents and warrants to Grantee that Grantor has good and indefeasible fee simple title to the Easement Area, free and clear of all encumbrances that may adversely affect Grantee's rights hereunder.

2. Character of Easement. The Easement shall be appurtenant to each of the Benefited Property and the Burdened Property and shall therefore be binding upon and run with the Burdened Property and the Benefited Property.

3. Relocation. Grantor may allow the relocation of the Loading Dock and associated Venue equipment located in the Easement Area in accordance with the provisions of the Venue Agreement, if applicable, or otherwise with the consent of Grantee.

4. Other Easements. The Easement shall not invalidate or affect, and shall remain subject to, any easements previously recorded in the Official Records of Orange County, California ("**Official Records**"). The Easement granted herein shall not preclude Grantor from granting any future easements on, in, over, under or beneath the Burdened Property from time to time, as determined by Grantor in its sole discretion, regardless of whether such additional easements will be located on, under or beneath any portion of the Easement Area; provided, however, that same shall not materially interfere with Grantee's use or enjoyment of the Easement.

5. Insurance. Without limitation of the obligations of Manager under the Venue Agreement, including the obligation to provide insurance coverage as described therein, the owner of the Burdened Parcel shall maintain in full force and effect liability insurance against claims for personal injury, bodily injury, death and property damage occurring in and about the Easement Area with a "**Combined Single Limit**" (covering personal injury liability, bodily injury liability, and property damage liability) of not less than Five Million Dollars (\$5,000,000.00) in Constant Dollars for total claims for any one occurrence and not less than Ten Million Dollars (\$10,000,000.00) in Constant Dollars for total claims in the aggregate during any policy year, which insurance shall name Grantee as a named insured. An adjustment in the limits and deductible amount of such insurance shall occur on January 1 of the sixth (6th) calendar year following the date of this Agreement, and thereafter at five (5)-year intervals. As used herein, "**Constant Dollars**" shall mean the present value of the dollars to which such phrase refers, adjusted according to the percentage change in the Consumer Price Index, U.S. City Average for All Items-All Urban Consumers (base year 1982 - 84 = 100), published by the United States Department of Labor, Bureau of Labor Statistics, or any successor index thereto. If the Venue Agreement with Anaheim Arena Management, LLC is no longer in effect, then Grantee shall also be obligated to maintain the same insurance coverages as required by the owner of the Burdened Parcel as provided above, provided that Grantee may delegate such obligation to the then Manager under a Venue Agreement.

6. Condemnation. If the Easement Area or any portion thereof shall be taken by right of eminent domain or similar authority of law, the Grantor and Grantee shall cooperate in good faith and use their commercially reasonable efforts to restore the use or benefit of the Easement to Grantee.

7. Notices. Any notice or invoice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given upon deposit in the United States Mail as certified mail, return receipt requested, postage prepaid or deposit with a nationally recognized overnight delivery service, and addressed to the party being notified at the address given below (or such other address which any party may designate for itself from time to time hereafter by written notice to the other party):

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

And to: City of Anaheim
200 South Anaheim Boulevard, Suite 356
Anaheim, California 92805
Attention: Rob Fabela, City Attorney

And to: City Clerk
200 South Anaheim Boulevard
Second Floor
Anaheim, California 92805
Attention: Linda Andal, City Clerk

Copy to: Freeman, Freeman & Smiley, LLP
1888 Century Park E, Suite 1900
Los Angeles, California 90067
Attention: Damon M. Juha, Esq.

Grantor: TS Anaheim, LLC
1500 S. Douglass Road, Suite 100
Anaheim, California 92806
Attention: Tim Ryan

And to: H & S Ventures, LLC
2101 East Coast Hwy, Third Floor
Corona del Mar, California 92625
Attention: Michael Schulman

And to: Bernard E. Schneider, Esq.
Schneider Law, PC
2101 East Coast Hwy, Suite 230
Corona del Mar, California 92625

And to: Allen Matkins Leck Gamble Mallory & Natsis LLP
1900 Main Street, Fifth Floor
Irvine, California 92614
Attention: Sandra A. Jacobson, Esq.

Immediately upon becoming an owner of the Burdened Property or the Benefited Property or any portion of either, such owner shall notify all other owners of the Burdened Property and the Benefited Property of its contact information for notices.

8. Entire Agreement. This Agreement constitutes the entire agreement between Grantor and Grantee relating to the Easement. Any prior agreements, promises, negotiations, or representations pertaining to the matters set forth herein but not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by the owners of the Benefited Property and the Burdened Property and recorded in the Official Records.

9. Binding Effect. This Agreement shall be binding on and shall inure to the benefit of each successor-in-interest to Grantor or Grantee.

10. No Partnership, Joint Venture or Principal-Agent Relationship. Neither anything in this Agreement nor any acts of Grantor or Grantee shall be deemed by Grantor, Grantee or by any third party to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between any of the parties hereto.

11. Mortgagee Protection. A breach of any of the conditions contained in this Agreement shall not defeat or render invalid the lien of any deed of trust or mortgage made in good faith and for value on the Benefited Property or the Burdened Property, nor shall any lien created hereby operate to effect or impair the lien of such deed of trust or mortgage; provided, however, that this Agreement shall be binding upon and effective against any owner of either Property acquired by foreclosure, trustee's sale, deed-in-lieu of foreclosure or otherwise.

12. Severability. If any provision of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement (or the application of such provision to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each provision of this Agreement, unless specifically conditioned upon such invalid or unenforceable provision, shall be valid and enforceable to the fullest extent permitted by law, and that portion which is found to be unenforceable shall be deemed to be a statement of intention by the parties, and the parties further agree that in such event they shall take all steps necessary to comply with such public hearings and/or notice requirements as may be necessary in order to make valid that portion which is found to be unenforceable.

13. Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. All litigation regarding this Agreement shall be in the Orange County Superior Court or the federal district court for the Central District of California. This Agreement shall be interpreted in accordance with the fair meaning of the provisions hereof, and not strictly for or against either party.

14. Default Shall Not Permit Termination of Agreement. No default under this Agreement shall entitle any party to cancel or otherwise rescind this Agreement, provided, however, that this limitation shall not affect any other rights or remedies that the parties may have by reason of any default under this Agreement, including without limitation, the taking of any remedial action as may be necessary to enforce compliance with this Agreement or the seeking of injunctive relief.

15. Further Assurances; No Waiver. Grantor and Grantee agree from time to time to execute and deliver such further documents and instruments, and to take such further actions, as shall be reasonably necessary or appropriate to carry out the intent and purposes of this Agreement. No right or remedy under this Agreement shall be waived unless such waiver is in writing and signed by the party claimed to have made such waiver.

16. Counterparts. This Agreement may be executed in one or more originally executed counterparts, all of which, when taken together, shall constitute one and the same instrument.

[Signatures appear on following page.]

GRANTOR:

TS ANAHEIM, LLC,
a California limited liability company

By: H&S Ventures, LLC,
a California limited liability company
Its: Manager

By: _____
Michael Schulman
Its: Manager

GRANTEE:

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: _____, 2019

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Loading Dock Easement Agreement dated _____, 2019 from TS ANAHEIM, LLC, a California limited liability company, Grantor, to the CITY OF ANAHEIM, a municipal corporation and charter city, Grantee, is hereby accepted by the undersigned officer or agent on behalf of the City Council of the City of Anaheim pursuant to authority conferred by the City Council of the City of Anaheim by action taken on _____, 2019, and Grantee consents to recordation thereof.

CITY OF ANAHEIM, a municipal corporation
and charter city

Dated: _____, 2019

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

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, _____,
(insert name of notary)

Notary Public, 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)

ACKNOWLEDGMENT

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State of California)
County of _____)

On _____, before me, _____,
(insert name of notary)

Notary Public, 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)

CONSENT AND SUBORDINATION

The undersigned, _____, being the beneficiary under that certain _____ dated _____, and recorded on _____ in the Official Records of Orange County, California as Instrument No. _____ (the "**Deed of Trust**") hereby unconditionally subordinates its Deed of Trust to the foregoing Loading Dock Easement Agreement, and agrees that the Loading Dock Easement Agreement shall unconditionally be and remain at all times a lien or charge prior and superior to the Deed of Trust and any related agreements.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed as of the _____ day of _____, 20__.

_____,
a _____

By: _____
Print Name: _____
Print Title: _____

ACKNOWLEDGMENT

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, _____,
(insert name of notary)

Notary Public, 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"
Burdened Property
[Attach]

Exhibit "B"
Benefited Property
[Attach]

Exhibit "D"
Easement Area
[Attach]

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

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

APN: _____

PARKING AND ACCESS EASEMENT AGREEMENT

This PARKING AND ACCESS EASEMENT AGREEMENT ("**Agreement**") is entered into as of _____, 2019 by and between TS ANAHEIM, LLC, a California limited liability company ("**Grantor**"), and CITY OF ANAHEIM, a municipal corporation and charter city under the laws of the State of California ("**Grantee**").

RECITALS

A. Grantor is the owner of that certain real property described in **Exhibit "A"** attached hereto (the "**Burdened Property**").

B. Grantee is the owner of that certain real property located immediately adjacent to the Burdened Property as described in **Exhibit "B"** attached hereto (the "**Benefited Property**"). The Benefited Property has been developed as a sports/concert venue (the "**Venue**") as depicted on **Exhibit "C"** attached hereto. The Venue and the Easement Areas (defined below) are currently operated under the direction of a manager (collectively with any future manager or tenant, as the case may be, the "**Manager**") pursuant to a facility management agreement between Grantee and Manager, as the same may be modified or replaced from time to time (collectively with any future lease of the Venue in lieu of a management agreement, the "**Venue Agreement**").

C. Grantor desires to grant to Grantee, and Grantee desires to accept from Grantor, certain easements and rights in a portion of the Burdened Property as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

1. Grant of Easement. Grantor hereby grants to Grantee, for the use and enjoyment by Grantee and Grantee's lessees, sublessees, licensees, employees, agents, invitees, guests, successors and assigns of the Benefited Property, a perpetual, irrevocable, non-exclusive easement (the "**Easement**") upon, over, under and across the portions of the Burdened Property that now exists or is developed from time to time as accessways, sidewalks, drive aisles and other similar ways of ingress and egress and parking areas (collectively, the "**Easement Area**"),

for (a) pedestrian and vehicular ingress, egress and access purposes between the Venue and (i) each of the public streets located adjacent to the Burdened Property and (ii) each parcel adjacent to the Burdened Property which is used for parking for the Venue from time to time, and (b) for parking upon such parking areas that are established from time to time. Grantor hereby represents and warrants to Grantee that Grantor has good and indefeasible fee simple title to the Easement Area, free and clear of all encumbrances that may adversely affect Grantee's rights hereunder. Grantor shall not do or allow anything that prohibits or discourages the free and uninterrupted flow of pedestrian or vehicular traffic or parking rights, subject to temporarily restricting same in connection with any initial construction or maintenance thereafter, subject to the terms and conditions below.

2. Character of Easement. The Easement shall be appurtenant to each of the Benefited Property and the Burdened Property and shall therefore be binding upon and run with the Burdened Property and the Benefited Property.

3. Relocation of Easement; Effect of Venue Agreement. Relocation, modification or any other change of any portion of the Easement Area or any other diminution in Grantee's rights herein shall be made in accordance with the terms and provisions of the Venue Agreement, and any such relocation shall be coordinated with the Manager such that it causes no material interference or impairment of the use and operation of the Venue or the ingress and egress to the Venue and parking as provided in Paragraph 1 above; provided, the access ways and drive aisles contained within the Easement Area shall not be relocated in a manner which decreases the lanes available for ingress and egress from public streets to the Venue and parking areas for the Venue, or causes any material increase in loading time from the public streets to the Easement Area. Under the Venue Agreement between Anaheim Arena Management, LLC and Grantee dated December 16, 2003, as previously amended and as further amended substantially concurrently with this Easement (as the same may be further amended, the "**AAM Venue Agreement**"), the Easement Area may be relocated with the consent of Grantee within certain designated areas, and this Easement shall continue in effect on all portions of the Easement Area on which parking and/or access has not been so relocated.

4. Easement Area Maintenance. Grantee shall cause the repair, replacement and maintenance of the Easement Area to be made in compliance with all applicable laws and in good condition and repair (it being agreed that the standards for same set forth in the Venue Agreement shall be deemed acceptable), and may delegate the obligation to repair, replace and maintain to the Manager from time to time. Such maintenance, repair and replacement of the Easement Area shall be as provided in the Venue Agreement and may include, without limitation: (a) paving, slurring and patching any paved areas and/or concrete areas so as to keep such areas in a safe condition, (b) maintaining the paved surfaces of the Easement Area in a smooth, level and evenly covered condition; (c) removing all paper, trash, rubbish, dirt and other debris from the Easement Area, and (d) repairing, replacing, and restoring any damage of any kind whatsoever to any portion of the Easement Area, whether caused by fire, earthquake, flood or other casualty (whether or not insured). Grantor and Grantee acknowledge that as of the date hereof, all such obligations have been delegated to Manager under the Venue Agreement.

5. Taxes. If the AAM Venue Agreement is no longer in effect, then Grantee, at Grantee's sole cost and expense, shall be responsible for the payment of all real property taxes and assessments that are assessed against the Burdened Property (or portion thereof) subject to

this Easement, if any; provided, Grantee shall not be responsible for any possessory interest taxes assessed against any party managing or operating the Easement Area. In such event, if such real property taxes and assessments are not paid directly to the tax assessor by Grantee, Grantee shall reimburse all such amounts to Grantor within thirty (30) days of demand (which demand shall include a copy of the tax bill(s) for the Burdened Property).

6. Other Easements. The Easement shall not invalidate or affect, and shall remain subject to, any easements previously recorded in the Official Records of Orange County, California ("**Official Records**"). The Easement granted herein shall not preclude Grantor from granting any future easements on, in, over, under or beneath the Burdened Property from time to time, as determined by Grantor in its sole discretion, regardless of whether such additional easements will be located on, under or beneath any portion of the Easement Area; provided, however, that same shall not materially interfere with Grantee's use or enjoyment of the Easement.

7. Insurance. Without limitation of the obligations of Manager under the Venue Agreement, including the obligation to provide insurance coverage as described therein, the owner of the Burdened Parcel shall cause the Manager to maintain in full force and effect liability insurance against claims for personal injury, bodily injury, death and property damage occurring in and about the Easement Area with a "**Combined Single Limit**" (covering personal injury liability, bodily injury liability, and property damage liability) of not less than Five Million Dollars (\$5,000,000.00) in Constant Dollars for total claims for any one occurrence and not less than Ten Million Dollars (\$10,000,000.00) in Constant Dollars for total claims in the aggregate during any policy year, which insurance shall name Grantee as a named insured. An adjustment in the limits and deductible amount of such insurance shall occur on January 1 of the sixth (6th) calendar year following the date of this Agreement, and thereafter at five (5)-year intervals. As used herein, "**Constant Dollars**" shall mean the present value of the dollars to which such phrase refers, adjusted according to the percentage change in the Consumer Price Index, U.S. City Average for All Items-All Urban Consumers (base year 1982 - 84 = 100), published by the United States Department of Labor, Bureau of Labor Statistics, or any successor index thereto. If the AAM Venue Agreement is no longer in effect, then Grantee shall also be obligated to maintain the same insurance coverages as required by the owner of the Burdened Parcel as provided above, provided that Grantee may delegate such obligation to the then Manager under a Venue Agreement.

8. Condemnation. If the Easement Area or any portion thereof shall be taken by right of eminent domain or similar authority of law, the Grantor and Grantee shall cooperate in good faith and use their commercially reasonable efforts to restore the use or benefit of the Easement to Grantee.

9. Notices. Any notice or invoice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given upon deposit in the United States Mail as certified mail, return receipt requested, postage prepaid or deposit with a nationally recognized overnight delivery service, and addressed to the party being notified at the address given below (or such other address which any party may designate for itself from time to time hereafter by written notice to the other party):

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

And to: City of Anaheim
200 South Anaheim Boulevard, Suite 356
Anaheim, California 92805
Attention: Rob Fabela, City Attorney

And to: City Clerk
200 South Anaheim Boulevard
Second Floor
Anaheim, California 92805
Attention: Linda Andal, City Clerk

Copy to: Freeman, Freeman & Smiley, LLP
1888 Century Park E, Suite 1900
Los Angeles, California 90067
Attention: Damon M. Juha, Esq.

Grantor: TS Anaheim, LLC
1500 S. Douglass Road, Suite 100
Anaheim, California 92806
Attention: Tim Ryan

And to: H & S Ventures, LLC
2101 East Coast Hwy, Third Floor
Corona del Mar, California 92625
Attention: Michael Schulman

And to: Bernard E. Schneider, Esq.
Schneider Law, PC
2101 East Coast Hwy, Suite 230
Corona del Mar, California 92625

And to: Allen Matkins Leck Gamble Mallory & Natsis LLP
1900 Main Street, Fifth Floor
Irvine, California 92614
Attention: Sandra A. Jacobson, Esq.

Immediately upon becoming an owner of the Burdened Property or the Benefited Property or any portion of either, such owner shall notify all other owners of the Burdened Property and the Benefited Property of its contact information for notices.

10. Entire Agreement. This Agreement constitutes the entire agreement between Grantor and Grantee relating to the Easement. Any prior agreements, promises, negotiations, or representations pertaining to the matters set forth herein but not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by the owners of the Benefited Property and the Burdened Property and recorded in the Official Records.

11. Binding Effect. This Agreement shall be binding on and shall inure to the benefit of each successor-in-interest to Grantor or Grantee.

12. No Partnership, Joint Venture or Principal-Agent Relationship. Neither anything in this Agreement nor any acts of Grantor or Grantee shall be deemed by Grantor, Grantee or by any third party to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between any of the parties hereto.

13. Mortgagee Protection. A breach of any of the conditions contained in this Agreement shall not defeat or render invalid the lien of any deed of trust or mortgage made in good faith and for value on the Benefited Property or the Burdened Property, nor shall any lien created hereby operate to effect or impair the lien of such deed of trust or mortgage; provided, however, that this Agreement shall be binding upon and effective against any owner of either Property acquired by foreclosure, trustee's sale, deed-in-lieu of foreclosure or otherwise.

14. Severability. If any provision of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement (or the application of such provision to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each provision of this Agreement, unless specifically conditioned upon such invalid or unenforceable provision, shall be valid and enforceable to the fullest extent permitted by law, and that portion which is found to be unenforceable shall be deemed to be a statement of intention by the parties, and the parties further agree that in such event they shall take all steps necessary to comply with such public hearings and/or notice requirements as may be necessary in order to make valid that portion which is found to be unenforceable.

15. Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. All litigation regarding this Agreement shall be in the Orange County Superior Court or the federal district court for the Central District of California. This Agreement shall be interpreted in accordance with the fair meaning of the provisions hereof, and not strictly for or against either party.

16. Default Shall Not Permit Termination of Agreement. No default under this Agreement shall entitle any party to cancel or otherwise rescind this Agreement, provided, however, that this limitation shall not affect any other rights or remedies that the parties may have by reason of any default under this Agreement, including without limitation, the taking of any remedial action as may be necessary to enforce compliance with this or the seeking of injunctive relief.

17. Further Assurances. Grantor and Grantee agree from time to time to execute and deliver such further documents and instruments, and to take such further actions, as shall be reasonably necessary or appropriate to carry out the intent and purposes of this Agreement. No

right or remedy under this Agreement shall be waived unless such waiver is in writing and signed by the party claimed to have made such waiver.

18. Counterparts. This Agreement may be executed in one or more originally executed counterparts, all of which, when taken together, shall constitute one and the same instrument.

[Signatures appear on following page.]

GRANTOR:

TS ANAHEIM, LLC,
a California limited liability company

By: H&S Ventures, LLC,
a California limited liability company
Its: Manager

By: _____
Michael Schulman
Its: Manager

GRANTEE:

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: _____, 2018

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Parking and Access Easement Agreement dated _____, 2019 from TS ANAHEIM, LLC, a California limited liability company, Grantor, to the CITY OF ANAHEIM, a municipal corporation and charter city, Grantee, is hereby accepted by the undersigned officer or agent on behalf of the City Council of the City of Anaheim pursuant to authority conferred by the City Council of the City of Anaheim by action taken on _____, 2019, and Grantee consents to recordation thereof.

CITY OF ANAHEIM, a municipal corporation
and charter city

Dated: _____, 2019

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

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, _____,
(insert name of notary)

Notary Public, 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)

ACKNOWLEDGMENT

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, _____,
(insert name of notary)

Notary Public, 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)

CONSENT AND SUBORDINATION

The undersigned, _____, being the beneficiary under that certain _____ dated _____, and recorded on _____ in the Official Records of Orange County, California as Instrument No. _____ (the "**Deed of Trust**") hereby unconditionally subordinates its Deed of Trust to the foregoing Parking and Access Easement Agreement, and agrees that the Parking and Access Easement Agreement shall unconditionally be and remain at all times a lien or charge prior and superior to the Deed of Trust and any related agreements.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed as of the _____ day of _____, 20__.

_____,
a _____

By: _____
Print Name: _____
Print Title: _____

[INCLUDE ONLY IF THERE IS A LENDER]

ACKNOWLEDGMENT

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, _____,
(insert name of notary)

Notary Public, 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"
Burdened Property
[Attach]

Exhibit "B"
Benefited Property
[Attach]

**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_

