

Execution Copy

VENUE CONTRACT

by and between

and
ANAHEIM ARENA MANAGEMENT, LLC

dated as of _____, 2011

**The Honda Center
Anaheim, California**

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Annex A	Defined Terms
Exhibit A	Facilities and Specifications
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Exhibit C	Assignment of Arena Lender Consent and Recognition Agreement
Exhibit D	Team Lender Consent and Recognition Agreement
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Exhibit F	Game Day Operating Staff
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Exhibit H	Team Advertising Locations
Schedule I	Existing Professional Basketball Agreements
Schedule II	Venue Contract Advance Payments

VENUE CONTRACT

THIS VENUE CONTRACT (this “**Agreement**”) dated as of _____, 2011 (the “**Commencement Date**”) is entered into by and between _____, a _____ (“**TeamCo**”), and ANAHEIM ARENA MANAGEMENT, LLC, a California limited liability company (“**Manager**”). TeamCo and Manager are individually referred to as a “**Party**” and collectively as the “**Parties**”.

RECITALS

A. Manager has the exclusive long-term rights to manage the sports and entertainment facility in Anaheim, California presently known as Honda Center (the “**Arena**”).

B. TeamCo owns a professional basketball team (“**Team**”) of the National Basketball Association (the “**NBA**”) presently known as the _____.

C. The Team presently plays all of its NBA regular season and playoff home games in _____, _____. TeamCo desires to relocate the Team to the Arena for all of its regular season and playoff home games for the duration of this Agreement. TeamCo and Manager therefore desire to enter into this Agreement pursuant to which Team will play all of its NBA regular season and playoff home games in the Arena during the Term starting with the 2011-2012 NBA Season.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the undersigned Parties hereto hereby agree as follows:

1. DEFINITIONS.

Capitalized terms that are not otherwise defined in this Agreement have the meaning given in Annex A.

2. TERM AND TERMINATION.

2.1 Term. The “**Initial Term**” of this Agreement shall commence on the Commencement Date and, subject to the exercise of the extension or termination options set forth below, shall terminate on the earlier of July 31, 2026 or 30 days following the date of Team’s last Home Game in the 2025-2026 NBA Season. As used herein, the “**Term**” shall mean the Initial Term as may be extended by the exercise of the Option Term. The Term is also subject to termination by operation of the default provisions elsewhere in this Agreement and by Section 2.3 of this Agreement.

2.2 Extension Options. TeamCo, or subject to the last sentence of this Section 2.2, Anaheim Arena Management, LLC (but not any successors to or assigns of Anaheim Arena Management, LLC), may by Notice to the other Party, not later than July 31, 2025, extend the Term for five additional NBA Seasons (the “**Option Term**”). In the event of such exercise, the Term shall expire on the earlier of July 31, 2031 or 30 days following the date of Team’s last Home Game in the 2030-2031 NBA Season. Notwithstanding anything to the contrary, Anaheim Arena Management, LLC may only exercise the foregoing extension option if at the time of such exercise both (a) Anaheim Arena Management, LLC is under the Control of a Samuelli Related Party, and (b) an NHL hockey team is at such time bound by a valid, binding and enforceable venue contract to play substantially all of its home regular season and

playoff games at the Arena with a remaining term (including any exercised extension options) that expires not earlier than the end of the Option Term.

2.3 Termination Option. TeamCo shall have the option to terminate the Term effective as of the date (the "**Termination Date**") that is 30 days following the date of Team's last Home Game in any NBA Season commencing as of the end of the 10th NBA Season played by the Team at the Arena; *provided* that in order to exercise such option TeamCo shall (a) give Notice of such exercise to Manager no later than 30 days following the date of Team's last Home Game in the NBA Season immediately preceding the NBA Season that will be final NBA Season the Team plays in the Arena after giving effect to the Termination Date, which Notice may not be revoked by TeamCo once delivered and (b) TeamCo shall pay Manager the Termination Fee (as defined below) on the date the NBA approves TeamCo's application for relocation to play substantially all of its Home Games at a site other than the Arena (the "**Termination Option NBA Approval**"). As used herein, "**Termination Fee**" shall mean the following: (a) a fee of \$20,000,000, plus (b) if TeamCo obtains NBA approval prior to the date that would have been the last day of the Initial Term or Option Term in effect as of the Termination Date (if not for such termination) to play substantially all of its Home Games at an arena (other than the Arena) located within a radius of 125 miles centered at the Arena, an additional fee of \$30,000,000. Notwithstanding the foregoing, if simultaneously with the exercise of TeamCo's right to terminate this Agreement and the Term pursuant to this Section 2.3, TeamCo and Manager (or its Affiliate) enter into an agreement acceptable to each Party in its sole discretion for the Team to play substantially all of its Home Games at an arena other than the Arena owned, operated or managed by Manager (or its Affiliate) then no Termination Fee shall be payable by TeamCo. Upon termination of the Term in accordance with this Section 2.3 prior to the Termination Date, the Parties shall make final settlement of all amounts due under this Agreement, and thereafter this Agreement shall terminate and be of no further force and effect and the Parties shall have no further rights or obligations hereunder except those rights and obligations that expressly survive the expiration or early termination of this Agreement (including, without limitation, the survival of TeamCo's obligation to make the VCAP Payments).

3. RIGHTS AND OBLIGATIONS TO PLAY GAMES; EXCLUSIVE NBA TEAM.

3.1 Rights and Obligations to Play Games. Subject to the other provisions of this Agreement including those addressing scheduling and Force Majeure Events, TeamCo shall have the right or obligation to cause Team to play its games in the Arena as follows:

(a) Preseason. Subject to the scheduling provisions of Section 6.1, TeamCo shall have the right to schedule and play Team's pre-season games in the Arena under the same terms and conditions of this Agreement as are applicable to Season Games. TeamCo shall not be obligated to cause Team to play such games in the Arena and may cause Team to schedule and play pre-season games in any other venue.

(b) Home Games. Except as expressly provided in this Agreement, TeamCo agrees to play all of its Home Games during each NBA Season of the Term in the Arena. Except as expressly provided in this Agreement, TeamCo agrees that no ticket shall be sold, and no Home Games shall be telecast from, or broadcast by, any means (including over broadcast TV, cable TV, satellite subscription TV, other pay TV, the Internet or otherwise) for any Home Game played during the Term at any location other than the Arena.

3.2 Exclusive NBA Team. Manager grants TeamCo, during the Term, the exclusive right to use the Arena for the playing, exhibition and presentation of NBA-sanctioned pre-season, regular season and playoff basketball games and all other basketball events in which professional basketball

players participate. Notwithstanding the foregoing, Manager retains the right to play, exhibit and/or present (i) Harlem Globetrotters games and (ii) all professional basketball events at the Arena for which Manager has executed an agreement for such event prior to the date hereof and listed on Schedule I hereto. For the avoidance of doubt, Manager shall have the right to play, exhibit and/or present amateur basketball events at the Arena (including, without limitation, college and high school basketball events) and all incidental uses related thereto. During the Term, except as expressly permitted hereby, Manager shall not cause, suffer or permit any person other than TeamCo to use the Arena for the playing, exhibition and presentation of NBA-sanctioned basketball games, any other professional basketball games.

4. RIGHTS TO FACILITY.

4.1 Delivery of Arena Facilities; Arena Upgrade Obligations. The Work Letter sets forth various Arena upgrade items and the schedule for the construction of same. Manager shall fund (or shall have already funded) each upgrade specified to be funded by Manager in the Work Letter (“**Manager Funded Upgrades**”), which in no event shall exceed the Upgrade Allowance in the aggregate, and shall use commercially reasonable efforts to perform (or shall have performed) each of its other obligations set forth in the Work Letter in accordance with the schedule set forth in the Work Letter. Manager shall use commercially reasonable efforts to deliver to TeamCo the Exclusive Areas in the condition required in this Agreement and by the date set forth in the Work Letter, and thereafter Manager shall make the Game Day Facilities available to TeamCo at the times provided for in this Agreement.

4.2 Exclusive Areas. “**Exclusive Areas**” means those areas of the Arena designated as such on Exhibit A attached hereto. The Exclusive Areas shall be for the exclusive use of TeamCo and Team on a year-round basis throughout the Term. TeamCo shall have the full right of access to, and use of, the Exclusive Areas at all times during the Term for its officers, directors, employees, agents and invitees. Except as may be required for maintenance and janitorial services, inspection, emergencies and/or as otherwise allowed under this Agreement or as otherwise approved by TeamCo from time to time, Manager shall have no right of access to the Exclusive Areas nor shall Manager grant anyone or any entity the right of access to the Exclusive Areas.

4.3 Parking Spaces. During Season Game Intervals and whenever the Arena is not in use for any other event, TeamCo and its employees, players, agents and invitees shall be entitled, at no cost, to use 50 VIP parking spaces, 25 player, coach and executive personnel parking spaces and 100 regular parking spaces. Whenever the Arena is being used other than for Season Games, TeamCo and its employees, players, agents and invitees shall be entitled, at no cost, to use 100 regular parking spaces for the purpose of parking vehicles. The foregoing player, coach and executive personnel parking spaces shall be located in a secured location within 250 feet of a staff entrance to the Arena, which area shall be secured.

5. SEATING CATEGORIES / CLUB MEMBERSHIPS.

5.1 Premium Seats.

(a) Location; Number. The number, designation and configuration of Premium Seats is shown on Exhibit A and consists, when configured for basketball, of approximately 1,715 Club Seats and 84 Luxury Suites (and if created by mutual agreement of Manager and TeamCo, up to 40 Terrace Suites). Except to the extent required by applicable law, the NHL or NBA, without TeamCo’s prior written consent, which consent shall not be unreasonably withheld, Manager shall not modify the number, designation or configuration of Premium Seats as shown on Exhibit A.

(b) Amenities for Premium Seats. The holders of Club Seats, Luxury Suites and Terrace Suites shall have the use of amenities and rights to events determined by Manager from time to time, including, as so determined, Food Service and/or bartending and catering services, preferred parking, access to different areas within the Arena, and television monitors in the Luxury Suites. Manager may determine to have different categories of Luxury Suites and different amenities and rights to events for Terrace Suites as compared to those provided to Luxury Suites. Notwithstanding the foregoing, the amenities offered with respect to Premium Seat holders shall be the same in all material respects as between Season Games and Hockey Club Season Games, but in any event the type and quality of the amenities offered with respect to the Premium Seat holders shall meet or exceed in all material respects the amenities offered as of the date of this Agreement.

(c) Separate Amenities for Non-Premium Seats. If Manager chooses to provide certain amenities, including access to one or more private clubs or restaurants in the Arena (other than the Bunker Club or Grand Terrace), to holders of certain Non-Premium Seats, TeamCo shall receive one-third of the Net Access Fee paid by such holders for such amenities (which amount shall be calculated separate from the ticket price paid by such holders). For the avoidance of doubt, such seats shall not be deemed "Club Seats" by virtue of such amenities. Unless the Parties reach a mutually acceptable arrangement whereby tickets for such Non-Premium Seats are packaged together with any amenities offered by Manager, such amenities shall be sold separately from seat tickets.

(d) Sale of Premium Seats. In consideration for the payment by Manager to TeamCo of the Luxury Suite NBA Increment, the Luxury Suite Share, the Club Seat Share and the Terrace Suite Share in the amounts and at the times provided herein, TeamCo hereby sells the Team Club Seat Tickets, the Team Luxury Suite Tickets and the Team Terrace Suite Tickets to Manager, and Manager shall have the exclusive right to market and sell such tickets and the Premium Seats to all Season Games in accordance with the Premium Seat Marketing Plan and subject to Section 5.1(e) with respect to the Existing Luxury Suite Licenses; *provided, however*, if any Premium Seats remain unsold for a Home Game 45 days prior to the applicable Home Game, Manager shall send written notice to TeamCo identifying such unsold Premium Seats, and thereafter, TeamCo shall have the right to sell such Premium Seats, and for any Premium Seats sold by TeamCo the revenue from the sale of such Premium Seats shall be applied to Club Seat Revenue, Luxury Suite Revenue or Terrace Suite Revenue, as applicable. Pursuant to Section 5.3, Manager and TeamCo shall determine from time to time the pricing and other terms of the sale of the Premium Seats, including without limitation: (i) what events and amenities are included in the Club Seat, Luxury Suite or Terrace Suite base package, (ii) what events and amenities will be offered to Club Seat, Luxury Suite or Terrace Suite holders at additional cost and the price of such additional events or amenities, and (iii) whether the Luxury Suites will be standardized or custom decorated by their licensees; *provided, however*, that (i) all Luxury Suite Licenses, Terrace Suite Licenses and Club Seat Packages must include all Luxury Suite License Events, Terrace Suite License Events or Club Seat Package Events, as applicable.

(e) Premium Seat Marketing Plan; Luxury Suite NBA Increment. Manager shall plan the marketing, sale and pricing of Premium Seats In Consultation With TeamCo (the "**Premium Seat Marketing Plan**"); *provided* that if Manager exceeds the aggregate amount of costs and expenses budgeted in the Premium Seat Marketing Plan in a year by an amount in excess of 10%, Manager shall prepare a revised Premium Seat Marketing Plan In Consultation With TeamCo. Notwithstanding the foregoing, Manager acknowledges that certain of the Luxury Suites have been licensed to holders pursuant to license agreements (the "**Existing Luxury Suite Licenses**") executed (or renewed) prior to the Application Date. Manager shall use its commercially reasonable efforts to sell rights to such Luxury Suites for the Season Games to the holders of the Existing Luxury Suite Licenses for such Luxury Suites at the option price for NBA games set forth in such holders' Existing Luxury Suite Licenses; *provided* that, if Manager is unable after the exercise of such commercially reasonable efforts to sell at such price,

or if no price is established in the Existing Luxury Suite Licenses, Manager shall use its commercially reasonable judgment to market, price and sell such rights, but in no event may Manager set the price for the Luxury Suite NBA Increment at less than 45% of the total annual Luxury Suite License fee; *provided further*, that for the first contract year for each Existing Luxury Suite License ending after the Application Date, the price for the Luxury Suite NBA Increment for such Existing Luxury Suite License's contract year shall be prorated on the basis of an assumed six month NBA season, commencing October 15th, and the number of months during such six month period included in the remaining contract year of such Existing Luxury Suite License.

(f) Premium Seat Marketing Commissions. TeamCo shall abide by the Premium Seats Marketing Plan (including, without limitation, any restrictions therein regarding marketing periods and exclusive contact lists) and, except as set forth in Section 5.1(d), shall refer all prospective Premium Seat purchasers to Manager's sales staff. If TeamCo's sales staff shall be the procuring cause of the sale of any Premium Seats, on the monthly settlement date pursuant to Section 12.2(a) hereof, Manager shall pay to TeamCo a sales commission on the net sales price of such Premium Seats (the "**Sales Commission**"), which commission shall be commensurate with the commission paid to Manager's (or its Affiliates') sales staff for the sale of Premium Seats; *provided, however*, for the avoidance of doubt, TeamCo's sales staff shall not be the procuring cause of any sale if the purchaser was the holder of a Premium Seat license or season ticket at the Arena anytime in the three years prior to such sale or was negotiating with Manager's sales staff for the purchase of Premium Seats at anytime in the six month period prior to such sale.

5.2 Non-Premium Seats; Sports Packages.

(a) Non-Premium Seats. The number, designation and configuration of Non-Premium Seats in the Arena as of the date of this Agreement is shown on Exhibit A and consists of approximately 15,502 seats. Except as expressly set forth in Section 5.2(b), TeamCo shall retain the exclusive right to market and sell Non-Premium Seats to all Season Games. TeamCo shall have the sole discretion to determine from time to time the pricing and other terms of the sale of Non-Premium Seats.

(b) Sale of Sports Package Seating. Each year in accordance with the terms and procedures set forth on Exhibit G, Manager and TeamCo may market and sell a package consisting of Non-Premium Seats (the "**Sports Package Seating**") for all Season Games (excluding tickets for playoff games, but including a right to purchase playoff tickets) and all of the Hockey Club Season Games (excluding tickets for playoff games, but including a right to purchase playoff tickets) in the Arena for an entire NBA Season and NHL Season, but excluding concerts and other events (the "**Sports Package**"). Except as otherwise expressly provided by this Section 5.2(b), the Sports Package Seating shall be treated in all respects as Non-Premium Seating.

5.3 Priority List for Other Non-Premium Seats.

(a) TeamCo Inventory. TeamCo agrees that the season ticket holders of Hockey Club and holders of Premium Seats shall have a priority to purchase Non-Premium Seats (other than Sports Package Seating and Floor Seats) for each season during the Term. This priority shall be implemented by means of a one-month period commencing on February 1st each year during which HockeyCo may contact its major stakeholders (i.e., season ticket holders and sponsors) prior to TeamCo's marketing to persons other than TeamCo stakeholders but concurrently with marketing to holders of Premium Seats.

(b) HockeyCo Inventory. Manager shall cause HockeyCo to agree that the season ticket holders of Team and holders of Premium Seats shall have a priority to purchase Non-Premium

Seats (other than Sports Package Seating and seats on the glass) for each season during the Term. This priority shall be implemented by means of a one-month period commencing on February 1st each year during which TeamCo may contact its major stakeholders prior to HockeyCo's marketing to persons other than HockeyCo stakeholders but concurrently with marketing to holders of Premium Seats.

5.4 Floor Seats. For each Season Game, the seats designated as "Floor Seats" on Exhibit A hereto shall be deemed "**Floor Seats**", as such exhibit may be amended from time to time by TeamCo in consultation with Manager; *provided*, that the final determination with respect to such configuration shall be made by TeamCo in its reasonable discretion, but subject to compliance with all requirements of the NBA and all federal, state and local laws, rules, ordinances and regulations applicable to the Arena. TeamCo shall be the only entity through which Floor Seats are sold. TeamCo shall offer Manager the right for a period of thirty days after the date of this Agreement to purchase at least sixteen (16) full-season front row Floor Seats (12 by Manager and 4 by Manager's owners) for all Season Games in clusters of two and four seats together at locations spread out through the Floor Seat areas, as determined by TeamCo in its reasonable discretion. Manager shall cause HockeyCo to offer TeamCo the right to purchase 4 full-season seats together on the glass at Hockey Club Season Games. The offer of TeamCo or HockeyCo, as applicable, will be renewed each season for a 30 day period commencing on February 1st each year, but only with respect to any seats purchased in the prior season by Manager or TeamCo, as applicable.

5.5 Owners' Suite. Manager shall provide TeamCo with exclusive use of one Luxury Suite for all events which are made available to holders of Luxury Suites generally. Such suite shall be at no cost to TeamCo for all amenities that are made available to holders of Luxury Suites generally as part of the license fee. The Luxury Suite designated for use by TeamCo shall be at the best location subject to availability. Any costs incurred by Manager at TeamCo's written request to cause a particular Luxury Suite to become available and/or to upgrade such Luxury Suite shall be at the sole cost of TeamCo. Notwithstanding anything to the contrary, TeamCo, at its sole cost and expense, may engage a chef to prepare food served in TeamCo's luxury suite, and as needed, TeamCo's chef shall have the right to use food preparation facilities in the Arena so long as such use does not materially and unreasonably interfere with the food service preparation for presentation of the applicable event; *provided* that TeamCo shall cause such chef to comply with all local labor, food, liquor and other rules, regulations and contractual restrictions generally applicable to food service providers and employees at the Arena.

5.6 Bunker Club; Grand Terrace. Manager is evaluating the development of (i) a club to serve Floor Seats and other Non-Premium Seats in an area below the lower bowl as more particularly described on Exhibit A (the "**Bunker Club**") and (ii) a club on the patio as more particularly described on Exhibit A (the "**Grand Terrace**"). Manager shall determine the feasibility of such development In Consultation With TeamCo and if so determined to be feasible, Manager shall develop plans and a budget for such development In Consultation With TeamCo. As, if and when completed, Manager shall charge membership or admission fees to such clubs and may also sell sponsorships for such clubs, the Net Club Membership Fees and any Net Revenues from any sponsorship fees attributable to such club shall first be paid to Manager until the Club Capex Balance is zero, and thereafter, one-third of the aggregate membership fees shall be paid to TeamCo (*provided*, in a given Contract Year if there is no NHL season (or a partial NHL season) or if the membership fee does not include access during Hockey Club Home Games, TeamCo shall receive 50% of the aggregate membership fees (or in the event of a partial NHL season, TeamCo's share shall be increased pro rata based on the number of Hockey Club Home Games not played in such season); *provided further*, in a given Contract Year if there is no NBA season (or a partial NBA season) or if the membership fee does not include access during Season Games, TeamCo shall receive no membership fees or in the event of a partial NBA season, TeamCo's share shall be decreased pro rata based on the number of Season Games not played in such season)) and any Net

Revenues from any sponsorship fees shall be included with other Arena advertising revenue pursuant to Section 10.3 hereof.

5.7 Other Club Memberships. In the event that Manager shall charge membership or admission fees to any of the Arena's private club(s) or restaurant(s) other than the Bunker Club and the Grand Terrace, the revenue from such fees shall be applied as follows: (i) membership or admission fees charged to Luxury Suite, Terrace Suite or Club Seat holders shall be included in Luxury Suite Revenue, Terrace Suite Revenue or Club Seat Revenue, as the case may be, and (ii) one-third of the aggregate membership fees charged to holders of Non-Premium Seats shall be paid to TeamCo (*provided*, in a given Contract Year if there is no NHL season (or a partial NHL season) or if the membership fee does not include access during Hockey Club Home Games, TeamCo shall receive 50% of the aggregate membership fees (or in the event of a partial NHL season, TeamCo's share shall be increased pro rata based on the number of Hockey Club Home Games not played in such season); *provided further*, in a given Contract Year if there is no NBA season (or a partial NBA season) or if the membership fee does not include access during Season Games, TeamCo shall receive no membership fees or in the event of a partial NBA season, TeamCo's share shall be decreased pro rata based on the number of Season Games not played in such season)). For the avoidance of doubt, except as expressly set forth in Section 5.6 above, any Net Revenues from any sponsorship fees or advertising revenue associated with any private club or restaurant at the Arena shall be included with other Arena advertising revenue pursuant to Section 10.3 hereof.

6. SCHEDULING.

6.1 Pre-Season. TeamCo and Manager will commence good faith negotiations for dates to play pre-season games for each NBA Season approximately one year prior to the expected starting date for each NBA Season.

6.2 Regular Season. Each year during the Term, on or before the date that is at least 30 days prior to the date mandated by the NBA, Manager shall submit to TeamCo a list of dates on which the Arena would be available for regular season home games of Team during the next NBA Season, which list shall include not less than the minimum number of dates required by the NBA reasonably distributed throughout the NBA Season with available game times consistent with standard start times for the presentation of NBA games ("**Available Dates**"). In offering Available Dates, Manager will favor Team with Tuesdays, Thursdays and Saturdays and will comply with the NBA mandated criteria, in force from time to time, with regard to the selection and submission of such dates. If Manager, in its reasonable discretion determines it is unable to comply with such NBA criteria as the result of a conflict between the NBA and the NHL or their respective rules, regulations or scheduling criteria, Manager shall so notify TeamCo at the time the Available Dates are submitted to TeamCo, and the Parties shall (and Manager shall use cause HockeyCo to) confer and use commercially reasonable efforts to resolve such conflict. TeamCo acknowledges that Manager will favor Hockey Club with Wednesdays, Fridays and Sundays. Prior to TeamCo's submission of Available Dates to the NBA, TeamCo may request substitution of proposed Available Dates, Manager shall use its commercially reasonable efforts to reserve such dates for TeamCo, and if the requested substitute dates are available, Manager shall submit to TeamCo a revised list incorporating the Available Dates as modified by TeamCo's request. Further, if, after TeamCo's submission of Available Dates to the NBA, the NBA requests substitution of proposed Available Dates, Manager shall use its commercially reasonable efforts to reserve such dates for TeamCo, and if the requested substitute dates are available, Manager shall submit to TeamCo a revised list incorporating the Available Dates as modified by the NBA's request. TeamCo shall have priority over all other events at the Arena except for the Hockey Club where the priority shall be equal. Within 48 hours after TeamCo receives its final, complete schedule from the NBA for the ensuing NBA Season, TeamCo shall submit its final, complete schedule to Manager for the ensuing NBA Season at which point all unscheduled

Available Dates shall be released to Manager without further notice or action and TeamCo will have no priority for use of the Arena on such dates. Until such dates are released, Manager shall reserve all Available Dates for TeamCo and may not commit the Arena for any other use on any of such Available Dates, without first obtaining the written consent of TeamCo.

6.3 Playoffs. Each year during the Term, upon receipt by TeamCo of written notice from the NBA of the dates to be reserved for such NBA Season's playoff games for Team, TeamCo shall immediately notify Manager of such dates and, subject to Hockey Club's equal priority in the Arena, Manager shall then reserve all such dates for use by Team ("**Playoff Dates**"). TeamCo shall have priority over all other events at the Arena for the Playoff Dates, except with respect to the Hockey Club, which shall have equal priority with TeamCo to available dates for playoff games. Within 24 hours after TeamCo receives notice from the NBA of which Playoff Dates will not be used for Team's playoff games, TeamCo shall notify Manager of such released dates, which dates shall be released to Manager without further notice or action and TeamCo will have no priority for use of the Arena on such dates. Until such dates are released, Manager shall reserve such dates for TeamCo and may not commit the Arena for any other use on any such Playoff Dates without first obtaining the written consent of TeamCo.

6.4 Scheduling During Work Stoppages. In the event of a strike, lockout or other work stoppage causing the NBA to cancel otherwise scheduled Season Games, Manager may schedule an event on a date previously reserved for TeamCo (including during the Season Game Interval on such date) upon receipt by Manager of written or electronic mail consent from TeamCo. In the event such strike, lockout or other work stoppage is subsequently resolved and the NBA notifies TeamCo that some or all of the previously canceled games, will be rescheduled, TeamCo shall immediately notify Manager (which notice must be delivered in writing or by electronic mail) of such games that are to be rescheduled, and Manager and TeamCo shall use good-faith and commercially reasonable efforts to reschedule such games.

6.5 Non-Game Day Practice Periods. Manager further agrees to devote commercially reasonable efforts, subject to other commitments, to provide TeamCo with additional dates and times for practice sessions on non-game days reasonably requested by TeamCo; *provided, however*, that with regard to any such practice sessions, if, following such non-game day practice session, the Arena will be used for a non-basketball use following such non-game day practice session, but prior to the next scheduled Home Game, then TeamCo shall be responsible for all reasonable costs and expenses, including, without limitation, any labor and overtime incurred in connection with changing over and making the Arena available for use by Team for non-game day practice sessions; *provided, further, however*, that any rights granted to TeamCo pursuant to this Section 6.5 shall be subject to a prior right of Hockey Club to use the Arena for practice sessions. Notwithstanding anything to the contrary in this Agreement, if TeamCo's use of the Arena for a non-game day practice requires both changing over the Arena to use for such basketball practice and changing back the Arena to the prior use following the practice, then TeamCo shall be responsible for the cost as described above of both changes.

6.6 Remaining Dates. Except as provided otherwise herein, Manager shall be entitled to schedule other events at the Arena.

7. USE.

7.1 Non-Play Areas. Subject to Section 4.2, TeamCo (i) shall at all times have exclusive use and possession, during the Term, of the Exclusive Areas and (ii) shall have a non-exclusive license (A) at all times, through the common area and public corridors of the Arena necessary for ingress and egress to enter and exit such Exclusive Areas, (B) on Team's game days and other days TeamCo is using the Arena for events as permitted by Section 7.8, for the use, occupancy, ingress and egress, in,

through and around the common areas and public corridors of the Arena, as necessary, appropriate or desirable, to enter and exit the Game Day Facilities and for the preparation and presentation of TeamCo's events on that day, and (C) on days that the Arena is not in use for any other event, for the use, occupancy, ingress and egress, in, through and around the common areas and public corridors of the Arena as necessary, appropriate or desirable to enter and exit the Game Day Facilities for the inspection of the Game Day Facilities by TeamCo, the NBA or any of TeamCo's lenders, for the exhibition of the Game Day Facilities to TeamCo's members, officers, partners, affiliates and lenders and for the preparation of TeamCo's upcoming game-day events; *provided, however*, such entry and use on days the Arena is not in use for any other event shall not unreasonably interfere with Manager's use of the Arena in any material respect. The use of the Exclusive Areas by TeamCo shall be restricted to, and TeamCo shall not sublet the Exclusive Areas for any use other than, uses customary for the operation of an NBA basketball team and any other customary uses incidental to such operation.

7.2 Game Day Use of Facilities.

(a) During the NBA Season, the Parties shall meet from time to time as reasonably requested by either Party in order to coordinate the use of the Game Day Facilities and to discuss issues relating to the scheduled uses of the Game Day Facilities and staffing levels and hours.

(b) Except as otherwise provided herein, during the presentation of Season Games, TeamCo shall have the right to use the Game Day Facilities in a manner consistent with the presentation of NBA professional basketball games.

(c) Except as provided below, TeamCo shall have the exclusive use of the Game Day Facilities commencing at 10:00 a.m. on the day of each Season Game and ending not earlier than one hour after the conclusion of such Season Game at the time set forth in Section 7.3. During such period TeamCo shall be entitled to conduct promotional events, basketball games, clinics, half-time entertainment, and other similarly constituted events. For avoidance of doubt, on weekends and holidays Manager shall be allowed to schedule another paying event, including without limitation a Hockey Club Season Game, at the Arena before or after the Season Game. On days that such an event is scheduled before a Season Game, the Parties shall use commercially reasonable efforts to coordinate such events so as to avoid any material and unreasonable interference with either the Season Game or the such prior event; *provided, however*, in any event, the Game Day Facilities shall be available to TeamCo at least two hours prior to the start of the applicable Season Game. On days that such an event is scheduled after a Season Game, the Parties shall use commercially reasonable efforts to coordinate such events so as to avoid any material and unreasonable interference with either the Season Game or the such subsequent event; *provided, however*, in any event, the Game Day Facilities shall be available to TeamCo until at least two and one-half hours following the conclusion of such Season Game and any post-game events; *provided, further*, if Manager has given TeamCo prior written notice that the event following such Season Game requires use of the Game Day Facilities before the expiration of such two and one-half hour period, TeamCo shall use commercially reasonable efforts to complete any post-game events and deliver the Game Day Facilities within the time required by Manager.

(d) Subject to Manager's reasonable approval as to numbers, TeamCo may issue photo, press, media and staff passes permitting selected persons free access during Season Game Intervals to the Arena and to specified areas of the Arena normally closed to the public. TeamCo shall maintain a list of persons holding such passes and provide a copy to Manager upon request made from time to time. Manager shall issue passes to its agents, personnel and concessionaires, and its concessionaires' personnel and agents shall at all times have free access to the Arena (or areas thereof designated by Manager) upon presentation of usual passes issued to them by Manager; *provided, however*, such passes issued by Manager shall only be issued to persons who are reasonably required to perform their respective duties at

the Arena during the Season Game Interval. Manager shall maintain a list of persons holding such passes and provide a copy to TeamCo upon request made from time to time. Except for persons holding such passes, no person shall be present in the Arena (other than solely in the Exclusive Areas) during a Season Game Interval or other event unless such person is in possession of a ticket for such game or event.

7.3 Post-Game Use. TeamCo shall vacate the Game Day Facilities not later than the time provided for in Section 7.2(c). TeamCo shall leave the Arena in the same condition as at the beginning of such Season Game Interval and in good order, ordinary wear, damage and the need to be cleaned excepted. TeamCo shall remove from the Arena any goods or chattels brought or permitted by it in or about the Arena which are not securely stored by TeamCo in the Arena. In the event TeamCo fails to so surrender the Game Day Facilities, TeamCo hereby authorizes Manager to immediately enter any and all areas occupied or used by TeamCo and remove and/or store any and all personal property of TeamCo, its employees, agents, invitees, and others at the expense of TeamCo. Manager shall promptly deliver an invoice for any costs or expenses incurred by Manager in connection with the foregoing. TeamCo shall pay Manager the amounts required by such invoice within 30 days of receipt of such invoice. If TeamCo does not pay such amounts within 30 days of receipt of such invoice, the Parties shall resolve the matter pursuant to the procedures set forth in Section 23.16 hereof, and upon receipt of a final determination in accordance with such procedures, Manager may offset, from any sums owing or which become owing by Manager to TeamCo for whatsoever purpose, the actual, reasonable costs of such removal and storage as so determined. The provisions of this Section 7.3 do not apply to the Exclusive Areas.

7.4 Non-Exclusive Use. TeamCo acknowledges that besides the use of the Arena and Exclusive Areas as contemplated by this Agreement, the Arena and various parts thereof and areas therein may or will be used for the installation, holding or presentation and removal of activities, events and engagements other than Season Games and that in order for the Arena to operate as efficiently as practicable it may or will be necessary for the use or availability of services and facilities of the Arena, including without limitation entrances, general storage areas, passenger or freight elevators and club and concession areas, to be scheduled or shared. Subject to the terms of this Agreement, TeamCo agrees that Manager shall have authority, in its reasonable discretion, in consultation with TeamCo, to establish the schedules for the use and availability of such services and facilities and to determine when and the extent to which the sharing of any such services and facilities is necessary or desirable, and TeamCo agrees to comply with any reasonable schedules so established and to cooperate in any sharing arrangements so determined. Without first obtaining Manager's consent, which consent shall not be unreasonably withheld, conditioned or delayed, TeamCo shall only use any service space or facility of the Arena (other than the Exclusive Areas) pursuant to the rights set forth in this Agreement.

7.5 Manager Access. Manager shall, at all times, have unrestricted access to the Arena (other than the Exclusive Areas) so long as Manager does not unreasonably interfere with the presentation of Season Games. Manager (and its agents, contractors and invitees) shall have the right to enter the Exclusive Areas during ordinary business hours upon not less than 24 hours written notice (except in connection with the performance of regularly scheduled services, which shall be performed at the time previously agreed to by the Parties in writing, and except in emergency situations) for the purpose of: (i) inspecting the same; (ii) exhibiting the same to potential purchasers or lenders; (iii) serving any notice or document hereunder; (iv) undertaking maintenance, repairs or improvements or installing, operating and maintaining piping, cabling, wiring, duct work and the like, in each case to the extent the same does not unreasonably interfere with the use or enjoyment by TeamCo of the Exclusive Areas or the presentation of Season Games, and (v) protecting the same in the event of an emergency or taking any other reasonable measures as may be required from time to time, including without limitation, any actions necessary to preserve the security and safety of the Arena and any people therein. In the event of an emergency, Manager shall have the right to use any and all means which it deems proper to

gain access. Any entry by Manager shall not, under any circumstances, be deemed or construed to be a forcible or unlawful entry into, or a detainer of, such premises, or an eviction therefrom or any portion thereof nor give TeamCo the right to abate any rent hereunder. TeamCo waives any claims for damages for any injury or inconvenience to, or interference with, its business, any loss of occupancy or quiet enjoyment of the Exclusive Areas, and any other loss occasioned by any such entry hereunder except for any claims arising out of Manager's (and its agents', contractors' and invitees') negligence, willful misconduct or breach of this Agreement.

7.6 Ejection. Manager and its servants, employees and agents shall have the right to refuse admission to, or to cause to be removed from, the Arena any undesirable person seeking admission to, or attending, a Season Game. Any artisans or workmen employed by TeamCo may be refused entrance to, or ejected from, the Arena by Manager for noncompliance with any provision of this Agreement or for objectionable or improper conduct without any liability on Manager's part for such refusal or ejection.

7.7 Entrances and Exits. The entrances and exits of the Arena shall be locked or unlocked during Season Games as Manager may direct, subject to regulations of federal, state, county, municipal and other governmental authorities, to any lawful direction of public officers. Articles, fittings, fixtures, materials and equipment shall be brought into or removed from the Arena only at entrances and exits designated by Manager. The total number and weight of vehicles which may enter the Arena at any one time shall be conclusively determined by Manager.

7.8 TeamCo Non-NBA Events. TeamCo shall have the right to use the Arena for up to five events per year (e.g., charitable events, training camp and events for TeamCo's stakeholders (provided that in no event shall such events include political collections)). If TeamCo wants additional events, upon Manager's reasonable consent, TeamCo may use the Arena for additional dates for which an event is not scheduled by the date which is 35 days prior to such desired event date. Subject to Section 6.5, TeamCo will pay all direct operating costs for the Arena attributable to all events of TeamCo held in accordance with this Section 7.8.

7.9 Compliance with Arena Security Policies. TeamCo shall, and shall cause its employees, agents and other permitted invitees to the Arena to, comply with Manager's reasonable, non-discriminatory, uniformly applied identification and security policies and procedures in effect at the Arena from time to time.

8. BASE PAYMENT AND PREMIUM SEAT PAYMENTS.

8.1 Base Payment. For each Season Game, TeamCo shall pay Manager payment in an amount (the "**Base Amount**") equal to 7.5% of the Gross Non-Premium Receipts for such Season Game. The Base Amount shall be paid in accordance with the provisions of Section 12. "**Gross Non-Premium Receipts**" means gross receipts (less Facility Fees and Applicable Taxes included in or paid out of such gross receipts) derived by TeamCo from all season, partial-season and single-game sales (whether through Ticket Agent, a box office, or otherwise) of Non-Premium Seats or other rights relating to Non-Premium Seats. In determining the amount of Gross Non-Premium Receipts (x) all Traded Tickets shall be valued as though sold for cash at face value, (y) unless otherwise approved by Manager, all tickets given to Eligible Charitable Organizations in excess of 1,500 per game shall be valued as though sold for cash at face value, and (z) all complimentary tickets given to anyone by TeamCo in excess of 250 per game shall be valued as though sold for cash at face value. "**Traded Tickets**" means tickets that are traded in exchange for goods or services or otherwise provided to TeamCo's sponsors, vendors or their Affiliates.

8.2 Payments for Club Seats.

(a) Sale of Club Seats by Manager. As provided in, and subject to the terms of, Section 5.1, TeamCo shall sell to Manager the Team Club Seat Tickets including the exclusive right to market and sell such tickets and the Club Seats for all Season Games. Manager shall print (except as may be superseded by electronic or other means) and distribute to purchasers of Club Seats all Club Seat Tickets. Club Seat holders must hold Team Club Seat Tickets in order to attend Season Games.

(b) Club Seat Share. Manager shall pay TeamCo for the Club Seat Ticket an amount equal to the Club Seat Share as and when required under Section 12.

8.3 Payments for Luxury Suites.

(a) Sale of Luxury Suites by Manager. As provided in, and subject to the terms of, Section 5.1, TeamCo shall sell to Manager the Team Luxury Suite Tickets including the exclusive right to market and sell such tickets and the Luxury Suites. Manager shall print and distribute to purchasers of Luxury Suites all Luxury Suite Tickets. Luxury Suite holders must hold Team Luxury Suite Tickets in order to attend Season Games. Manager may elect to provide a set number of Luxury Suite Tickets as part of the Luxury Suite license fee and charge Luxury Suite holders an additional amount for additional Luxury Suite Tickets. If Manager sells any such additional Luxury Suite Tickets to the holder of the license for a Luxury Suite, TeamCo shall be entitled to one-third of such amount (net of Facility Fees and Applicable Taxes) and Manager shall include such amount in the next following payment required under Section 12.

(b) Luxury Suite Share. Manager shall pay TeamCo for the Luxury Suite Tickets an amount equal to the Luxury Suite Share and Luxury Suite NBA Increment as and when required under Section 12.

(c) Resale of Luxury Suite Tickets. If Manager sells Luxury Suite Tickets, including the right to use a Luxury Suite, on a per game or per event basis together with all Luxury Suite Tickets for such Luxury Suite for such game or event to anyone other than the holder of the license for the Luxury Suite in which such tickets are used, any amounts received by Manager from the sale of such Luxury Suite and tickets shall be included in the calculation of Luxury Suite Revenue and Manager shall include Team's Luxury Suite Share of such amount in the next following payment required under Section 12. Notwithstanding the foregoing, Manager shall not sell Luxury Suite Tickets on an individual per person basis, and Manager may only sell Luxury Suite Tickets on a per game or per event basis if all Luxury Suite Tickets for such game or event for the Luxury Suite are sold as a unitary package.

8.4 Payments for Terrace Suites.

(a) Sale of Terrace Suites by Manager. As provided in, and subject to the terms of, Section 5.1, TeamCo shall sell Manager the Team Terrace Suite Tickets, including the exclusive right to market and sell such tickets and the Terrace Suites. Manager shall print and distribute to purchasers of Terrace Suites all Terrace Suite Tickets. Terrace Suite holders must hold Team Terrace Suite Tickets in order to attend Season Games.

(b) Terrace Suite Share. All Terrace Suite Revenue (whether from Season Games, Hockey Club Season Games or any other event) shall be paid to Manager until the Terrace Suite Capex Balance is zero. At any time that the Terrace Suite Capex Balance is zero, Manager shall pay TeamCo for the Team Terrace Suite Tickets an amount equal to the Terrace Suite Share as and when required under Section 12.

(c) Resale of Terrace Suite Tickets. If Manager sells any Terrace Suite Tickets to anyone other than the holder of the license for the Terrace Suite in which such tickets are used, any amounts received by Manager for the sale of such tickets shall be included in the calculation of Terrace Suite Revenue and Manager shall include Team's Terrace Suite Share of such amount in the next following payment required under Section 12.

8.5 Venue Contract Advance Payment.

(a) Pursuant to, and in accordance with the terms of, the VCAP Financing Agreement, Manager shall make a venue contract advance payment to TeamCo in the amount of \$50,000,000 (the "VCAP Advance"). In consideration for the VCAP Advance, in addition to all other amounts due hereunder, until the VCAP Advance is repaid in full, TeamCo shall make the payments (the "VCAP Payments") to Manager in the amounts and on the dates set forth on Schedule II hereto (which schedule shall be supplemented or amended from time to time in accordance with the VCAP Financing Agreement) on the terms and conditions set forth herein and in the VCAP Financing Agreement.

(b) At Manager's option in its sole and absolute discretion, the obligations of TeamCo to repay the full amount of the VCAP Advance shall be accelerated (i) upon the occurrence and continuance of any Event of Default (as defined in the VCAP Financing Agreement), (ii) upon termination of this Agreement due to a default by TeamCo, or (iii) upon the Termination Date. In all other circumstances, TeamCo shall remain obligated to make the VCAP Payments in accordance with Schedule II without acceleration.

(c) THE OBLIGATIONS OF TEAMCO TO MAKE THE VCAP PAYMENTS HEREUNDER AND UNDER THE VCAP FINANCING AGREEMENT IN ACCORDANCE WITH THE TERMS HEREOF AND THEREOF ARE ABSOLUTE AND UNCONDITIONAL. ANY PRESENT OR FUTURE LAW TO THE CONTRARY NOTWITHSTANDING, TEAMCO'S OBLIGATION TO MAKE THE VCAP PAYMENTS SHALL NOT TERMINATE, NOR SHALL TEAMCO BE ENTITLED TO ANY ABATEMENT, SUSPENSION, DEFERMENT, REDUCTION, SETOFF, COUNTER-CLAIM, OR DEFENSE WITH RESPECT TO THE VCAP PAYMENTS, NOR SHALL THE OBLIGATIONS OF TEAMCO HEREUNDER BE AFFECTED (EXCEPT AS EXPRESSLY HEREIN PERMITTED AND BY PERFORMANCE OF THE OBLIGATIONS IN CONNECTION THEREWITH) FOR ANY REASON WHATSOEVER, INCLUDING WITHOUT LIMITATION BY REASON OF: (I) ANY DAMAGE TO OR DESTRUCTION OF THE ARENA OR ANY PART THEREOF; (II) ANY TAKING OF THE ARENA OR ANY PART THEREOF OR INTEREST THEREIN BY CONDEMNATION OR OTHERWISE; (III) ANY PROHIBITION, LIMITATION, RESTRICTION OR PREVENTION OF TEAMCO'S USE, OCCUPANCY OR ENJOYMENT OF THE ARENA OR ANY PART THEREOF, OR ANY INTERFERENCE WITH SUCH USE, OCCUPANCY OR ENJOYMENT BY ANY PERSON OR FOR ANY OTHER REASON; (IV) ANY TITLE DEFECT, LIEN OR ANY MATTER AFFECTING TITLE TO ANY PROPERTY; (V) ANY EVICTION BY PARAMOUNT TITLE OR OTHERWISE; (VI) ANY DEFAULT BY TEAMCO HEREUNDER OR UNDER THE VCAP FINANCING AGREEMENT; (VII) ANY ACTION FOR BANKRUPTCY, INSOLVENCY, REORGANIZATION, LIQUIDATION, DISSOLUTION OR OTHER PROCEEDING RELATING TO OR AFFECTING TEAMCO OR MANAGER; (VIII) THE IMPOSSIBILITY OR ILLEGALITY OF PERFORMANCE BY TEAMCO, MANAGER AND/OR ANY OTHER PERSON; (IX) ANY ACTION OF ANY GOVERNMENTAL AUTHORITY OR ANY OTHER PERSON; (X) TEAMCO'S ACQUISITION OF OWNERSHIP OF ALL OR PART OF THE ARENA; (XI) BREACH OF ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE ARENA OR ANY TRANSACTION DOCUMENT; (XII) ANY DEFECT IN THE CONDITION, QUALITY OR FITNESS FOR USE OF ANY PROPERTY OR ANY PART THEREOF; OR (XIII) ANY OTHER CAUSE OR CIRCUMSTANCE WHETHER SIMILAR OR DISSIMILAR TO THE FOREGOING AND

WHETHER OR NOT TEAMCO SHALL HAVE NOTICE OR KNOWLEDGE OF ANY OF THE FOREGOING. THE PARTIES INTEND THAT THE OBLIGATIONS OF TEAMCO HEREUNDER TO MAKE THE VCAP PAYMENTS SHALL BE COVENANTS, AGREEMENTS AND OBLIGATIONS THAT ARE SEPARATE AND INDEPENDENT FROM ANY OTHER OBLIGATIONS OF TEAMCO HEREUNDER OR UNDER THE VCAP FINANCING AGREEMENT AND SHALL CONTINUE UNAFFECTED UNLESS SUCH COVENANTS, AGREEMENTS AND OBLIGATIONS SHALL HAVE BEEN MODIFIED OR TERMINATED IN ACCORDANCE WITH AN EXPRESS PROVISION OF THIS AGREEMENT. TEAMCO'S OBLIGATION TO PAY THE VCAP PAYMENTS SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND/OR THE VCAP FINANCING AGREEMENT. TEAMCO AND MANAGER ACKNOWLEDGE AND AGREE THAT THE PROVISIONS OF THIS SECTION 8.5 HAVE BEEN SPECIFICALLY REVIEWED AND SUBJECTED TO NEGOTIATION.

9. OTHER REVENUES AND INCOME.

9.1 Merchandise, Novelties and Programs; Arena Store.

(a) During Season Game Intervals, TeamCo shall have the right to sell NBA basketball programs for the Season Games ("**Programs**") and souvenirs, novelties, headwear, apparel, toys, books, photographs, recordings and other items of similar nature, if, and only if, said items relate particularly to NBA basketball, NBA basketball players, Team, Team's cheerleaders or relate to any Affiliate of TeamCo (collectively "**Team Merchandise**"). TeamCo shall control the content and retail price of the Programs. TeamCo shall determine what Team Merchandise is made available for sale and at what retail prices.

(b) Manager shall from time to time designate areas for an Arena store, merchandise stands, Program sales stands and areas for walking sellers in the Arena. Manager shall cause any Arena store and all merchandise stands, Program sales stands and areas for walking sellers in the Arena to be operated in a manner consistent with similarly situated NBA arenas including such improvements in the operation, if any, as shall be commercially reasonably feasible to implement, and at a minimum, of a character, quantity and quality equal to or better than as provided to Hockey Club, and in any event at a minimum, of a character, quantity and quality equal to or better than as operated at the Arena as of the date hereof. Manager shall retain one or more concessionaires to staff the Arena store and other sales areas, which concessionaire shall be subject to TeamCo's reasonable approval. TeamCo shall honor the terms of any exclusive rights to sell Programs and Team Merchandise granted to concessionaire by Manager, and as necessary, enter into an agreement with such concessionaire; *provided, however*, that such agreements shall, at a minimum, provide for terms that are no less favorable to TeamCo than those that are applicable to Hockey Club and shall otherwise be commercially reasonable and comparable to terms of concessionaire agreements for similarly situated NBA teams. Manager shall (or otherwise cause such concessionaire to) cause the Arena store and all other merchandise stands, program sales stands and trays for the walking sellers to be fully stocked at least one hour prior to the time the Arena is open to the public for any Home Game as follows (provided same shall be done in a manner no less favorable to TeamCo than to Hockey Club).

(i) During Season Game Intervals, (x) 80% of the floor area of the Arena store shall be made available for Programs and Team Merchandise and (y) all other merchandise stands, Program sales stands and trays for the walking sellers shall be made available for the merchandise of Hockey Club, but shall be devoted primarily to Programs and Team Merchandise. TeamCo shall be entitled to 100% of the revenue from the sale of Programs and Team Merchandise net of amounts owing to the applicable concessionaire.

(ii) During games of Hockey Club, (x) 20% of the floor area of the Arena store shall be made available for Team Merchandise and (y) all other merchandise stands, program sales stands and trays for the walking sellers shall be made available for Team Merchandise, but shall be devoted primarily to the merchandise of Hockey Club. TeamCo shall be entitled to 100% of the revenue from the sale of Team Merchandise net of amounts owing to the applicable concessionaire.

(iii) During all other events at the Arena, the same amount of floor area (and comparable location) of the Arena store shall be made available for Team Merchandise as is made available for merchandise of Hockey Club. TeamCo shall be entitled to 100% of the revenue from the sale of Programs and Team Merchandise net of amounts owing to the applicable concessionaire.

(c) To the extent TeamCo elects to have printed Programs, TeamCo agrees to pay all of the costs of printing, producing and distributing Programs, and to use the services of Manager's designated Arena concessionaire on an exclusive basis to sell and otherwise distribute its Programs. TeamCo agrees to provide (A) one Program for every two Luxury Suite seats at no charge to Manager and (B) up to one Program for each Club Seat at a charge to Manager equal to the cost to TeamCo of printing, producing and distributing such programs.

(d) To the extent TeamCo elects to have printed Programs, TeamCo shall make available to Manager at no cost for each Program two full-page ads (one of which Manager may provide to HockeyCo) in a prominent location (front or back cover, or inside front or back cover) determined by TeamCo. Manager shall purchase at its sole cost and provide (or otherwise cause HockeyCo to provide) to TeamCo at no cost for each program of Hockey Club two full-page ads in a prominent location (front or back cover, or inside front or back cover) determined by HockeyCo. TeamCo shall generally make available to Manager and to persons or entities designated by Manager, at the usual rate charged by TeamCo, advertising space in each edition of the Program sold at Season Games, subject to the right to refuse any particular advertisement in TeamCo's sole discretion. To the extent HockeyCo elects to have printed programs, Manager shall cause Hockey Club to generally make available to TeamCo, its Affiliates and to other persons or entities designated by TeamCo, at the usual rate charged by Hockey Club, advertising space in each edition of the program sold at Hockey Club Season Games, subject to the right to refuse any particular advertisement in Hockey Club's sole discretion.

(e) Except as expressly provided otherwise in this Agreement, TeamCo is not entitled to receive, nor shall it claim any interest in the income or revenues derived from the operation of the Arena. Manager is not entitled to receive nor shall it claim any interest in, TeamCo, nor the income or revenues derived from the business of TeamCo other than as expressly provided in this Agreement.

(f) In addition, during each Season Game Interval, TeamCo may operate up to six temporary kiosks or merchandise stands (the "Kiosks") for the sale of merchandise of TeamCo or any Affiliate of TeamCo; *provided, however*, any merchandise of any Affiliate of TeamCo shall not conflict with any sponsorship or exclusive rights agreement effective as of the date of this Agreement. The Kiosks shall be staffed by TeamCo's personnel (or, if necessary, personnel of any concessionaire, at TeamCo's sole cost), shall be in locations approved by Manager (not unreasonably withheld, conditioned or delayed) and shall be operated and maintained by TeamCo in a manner consistent with operations at the Arena as of the date of this Agreement.

9.2 Parking Revenue. Manager shall determine parking rates In Consultation With TeamCo for Season Games for all on-site and contiguous visitor parking that is subject to the control of

Manager. Manager shall pay TeamCo an amount equal to 50% of Net Parking Income as and when required under Section 12.

9.3 Food and Beverage.

(a) Manager shall cause all food and beverage concessions and Food Service in the Arena to be operated in a manner consistent with concessions found at the Arena as of the Commencement Date, together with such improvements in the operation, if any, as shall be reasonably feasible for an existing facility to implement, and in any event, of a character, quantity and quality equal to or better than as provided at Hockey Club Season Games. Manager shall permit TeamCo to attend and participate in its regularly scheduled food and beverage concessions and Food Service meetings and financial and quality reviews, including such meetings and review with Manager's concessionaires and vendors.

(b) Manager shall pay TeamCo an amount equal to 50% of all Net Food and Beverage Income as and when required under Section 12.

(c) Manager shall cause Food Service to be provided at Season Games, for all Luxury Suites, Club Seats, Terrace Suites and, if available, season ticket holders on the same terms as such Food Service is provided at Hockey Club Season Games. Manager will also ensure that such Food Service is equipped to accept credit card purchases.

9.4 Radio, Television and Motion Picture Income. TeamCo shall own all of the rights and revenues relating to all radio, television and other forms of transmission of verbal and visual depictions, whether now existing or that may exist in the future of Season Games, including but not limited to any Internet, pay TV and cable TV broadcasts, and shall have the exclusive right to take, or permit others to take, motion pictures of Season Games and to retain all revenues relating thereto; *provided, however*, that (i) Manager may charge TeamCo, the visiting NBA teams and the NBA, as applicable, or any of their agents or assignees producing or broadcasting Season Games on radio, television, motion pictures or other technologies, a reasonable facility usage charge in connection with any such production or broadcast, which charge shall not exceed the lesser of the amount set by the NBA from time to time and the amount of the comparable fee paid by Hockey Club, and (ii) subject to all NBA rules and regulations, TeamCo, or its agent or assignee producing or broadcasting Season Games on television, shall provide a live feed of the game for distribution by Manager, without charge of any kind, throughout locations inside the Arena including without limitation, any concourse areas, club facilities, Luxury Suites, offices of Manager or Hockey Club, and concession areas; *provided, however*, that (i) such broadcast by Manager is viewed only by ticket holders and other persons permitted, under the terms of this Agreement, to be in the Arena during Season Games, and (ii) neither Manager nor Hockey Club makes any copies of such feed, and (iii) Manager recognizes the copyright of the NBA in the broadcasts of Season Games.

10. NAMING RIGHTS AND ADVERTISING.

10.1 Naming Rights. Manager and American Honda Motor Co., Inc. ("**Honda**") are party to that certain Naming Rights Agreement dated as of July 1, 2006 (the "**Original Honda Agreement**") and amended as of September 15, 2006, August 15, 2007 and July 15, 2009 (as so amended or amended from time to time, the "**Honda Agreement**"), a copy of which has been furnished to TeamCo. Pursuant to Section 3(b) of the Original Honda Agreement, Honda is obligated to pay an additional naming rights fee (the "**Naming Rights NBA Increment**") during the term of the Honda Agreement if an NBA team plays its home games in the Arena. Manager agrees to pay to TeamCo 100% of the Naming Rights NBA Increment in the first monthly settlement payment under Section 12 following

Manager's receipt of such payment. Manager shall not amend the Honda Agreement so as to modify the Naming Rights NBA Increment or reduce the term thereof without TeamCo's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. If and when Manager negotiates an extension of the Honda Agreement or enters into a new naming rights agreement with a different naming rights purchaser, Manager shall consult with TeamCo regarding the terms and conditions of such extension or new agreement; *provided* that Manager shall have the final right to determine the terms and conditions of such extension or new naming rights agreement in its sole discretion. If and when Manager negotiates an extension of the Honda Agreement or enters into a new naming rights agreement with a different naming rights purchaser, TeamCo shall be entitled to one-third of the Net Revenues paid from time to time under such extension or new agreement, which share shall be paid to TeamCo in the first monthly settlement payment under Section 12 following Manager's receipt of each such payment.

10.2 Team Advertising. TeamCo shall control (subject to Manager's obligation to the City), and shall retain 100% of revenues derived from, the sale of advertising space and time on or in all basketball-only advertising at the Arena as set forth on Exhibit H ("**Basketball Advertising**"), which Exhibit may be amended from time to time by mutual agreement of the Parties, and the sale of all other sponsorship or promotional agreements relating to the Team that is not related to the Arena.

10.3 Other Arena Advertising. Manager shall prepare a budget and plan for marketing In Consultation With TeamCo. Unless otherwise agreed by the Parties and except as otherwise provided in this Agreement (including, without limitation the provisions of Sections 10.1 and 10.2), TeamCo shall be entitled to receive one-third of the Net Revenues from all advertising and sponsorship (without regard to whether Manager or Hockey Club is a party to the applicable sponsorship agreement) in, on or about the Arena, including, without limitation, any fixed signage or media, any sponsorships and naming rights within or about the Arena, any pouring rights, and any new forms of advertising technology, which amount shall be settled commencing with the first settlement date under Section 12.6 following the first Season Game played in the Arena; *provided* that TeamCo's share of such Net Revenues from advertising and sponsorship agreements existing prior to the Application Date shall not begin accruing until the date of the first Season Game played in the Arena. The Parties agree that advertising and sponsorship revenues received by either Party in such Party's capacity as a promoter of any event shall not be subject to this Section 10.3.

10.4 Exclusivity Protections.

(a) TeamCo recognizes that the licensing of naming rights and other sponsorship rights in the Arena by Manager from time to time is fundamental to the economics of the Arena and that the ability of Manager to grant exclusivity rights to the Naming Rights Sponsor (and any future Naming Rights Sponsor) and other sponsors in the Arena is essential to the marketability of those naming rights. TeamCo agrees to honor the exclusivity provisions relating to building advertising of the Naming Rights Agreement (and any future Naming Rights Agreement) and other sponsorship agreements entered into by Manager in the Arena from time to time; *provided* that other than pursuant to (i) any Naming Rights Agreement in effect from time to time or (ii) any other sponsorship or advertising agreement in effect as of the Announcement Date, Manager's granting of any exclusive rights for building advertising shall not restrict TeamCo's right to sell Basketball Advertising in accordance with Section 10.2.

(b) Notwithstanding anything to the contrary, the Manager acknowledges and agrees that the NBA may from time to time conduct or arrange events or programs (the "**NBA Events**") relating to the NBA (e.g. the NBA All-Star Game, NBA All-Star Game balloting, among others) and in connection therewith may enter into contracts granting sponsorship, promotion, licensing or advertising

rights at the Arena for such NBA Events, and in such event, TeamCo shall have the right to allow such sponsorship, promotion, licensing or advertising of such NBA Events.

11. TICKET SALES.

11.1 Ticketing Arrangement. From time to time as appropriate, TeamCo and Manager shall cooperate with one another in good faith to negotiate with, and each enter into individual agreements with, a Ticket Agent, for the sale of Non-Premium Tickets and non-premium tickets for events at the Arena. Manager's and TeamCo's contracts with Ticket Agent shall each have the same expiration date, and Manager and TeamCo shall each provide the other with at least 30 days prior written notice of any termination of its agreement with Ticket Agent.

11.2 Box Office Expenses. Other than sales of Premium Seats, season tickets and Non-Premium Tickets through the Ticket Agent, ticket sales relating to the presentation of Season Games shall be made by Manager's box office at the Arena, and subject to the terms and conditions of any agreement with Ticket Agent, at other locations selected by Manager. TeamCo shall reimburse Manager for (i) one-quarter the total cost of all box office personnel and (ii) all other out-of-pocket expenses incurred by Manager in connection with Season Game ticket sales through Manager's box office, including without limitation any credit card charges associated with the sale of Season Game tickets through Manager's box office.

11.3 Ticket Control. All funds received by Manager in connection with the sale of TeamCo's tickets shall be the property of TeamCo and shall be held for the benefit of TeamCo free from all liens and security interests. Manager will be responsible to TeamCo for an accurate accounting of all tickets and admissions. If Manager distributes tickets through sales outlets other than its box office it shall require that all such sales outlets render a complete accounting to Manager and TeamCo. TeamCo and Manager shall cooperate in implementing any new ticket technologies that may be developed, such as "smart cards" or other electronic means, which may replace traditional paper tickets.

11.4 Non-Premium Ticket Administration. TeamCo shall retain control over administrative and accounting tasks related to season ticket and single game ticket sales. TeamCo shall retain sole control at all times over pricing for Non-Premium Seat ticket sales for Season Games. Manager shall control the ticket inventory for Premium Seat ticket sales for Season Games. TeamCo shall control the ticket inventory for Non-Premium Seat ticket sales for Season Games. TeamCo may notify Manager, or its designee, to suspend sales of specific seats which shall not be sold through the ticket distribution system or through advance ticket sales until released for sale by TeamCo. In order to provide Manager with complete information regarding Non-Premium ticket sales and ticket inventory, TeamCo shall provide Manager access, at no cost to Manager, to the ticket inventory for Non-Premium Seats for all Season Games through Manager's and/or Ticket Agent's computer terminals.

11.5 Complimentary Tickets. Manager shall be entitled to 24 complimentary tickets to Season Games on the Plaza Level. Manager shall provide (or cause Hockey Club to provide) TeamCo with 24 complimentary tickets to Hockey Club Season Games on the Plaza Level.

12. SETTLEMENT.

12.1 Preseason and Regular Season Non-Premium Ticket Receipts.

(a) Monthly Settlement; Annual Reconciliation.

(i) Not later than the 20th day of each calendar month, TeamCo shall (i) calculate the Base Amount (including with respect to tickets sold through Manager's box office) as of the last day of the prior calendar month for the Season Games actually played during such calendar month and (ii) provide Manager a report of same.

(ii) Not later than the 20th day of each calendar month, Manager shall (i) calculate the gross amount received from the sale of Non-Premium Seats through its box office for Season Games actually played during such calendar month and (ii) provide TeamCo a report of same.

(iii) Within five days after receipt of such the reports described in clauses (i) and (ii) above, the receiving Party shall respond to the preparing Party to either accept such report or deliver a list of any items of disagreement, and TeamCo and Manager shall promptly confer to resolve any such items of disagreement; *provided* that not later than five days after such acceptance or delivery of such list of any items of disagreement was provided to the other Party, the applicable Party shall pay to the other Party the undisputed amounts so owing in accordance with such reports and any dispute shall be resolved pursuant to the procedures set forth in Section 23.16 hereof. TeamCo shall provide to Manager a reconciliation of the Base Amount (and a reconciliation payment, if any) for a Contract Year and Manager shall provide to TeamCo a reconciliation of its box office ticket sales (and a reconciliation payment, if any) not later than the sooner of 30 days after the date of the last game played by Team in each Contract Year or June 30 annually. If the reconciliation reveals an overpayment under this Section 12.1 by either Party, the other Party shall provide an invoice to such Party in the amount of such overpayment, which shall be due and payable 30 days after submittal.

12.2 Premium Seat Settlement.

(a) Monthly Settlement for Annual and Package Premium Seats. Not later than the 20th day of each calendar month, Manager shall (i) calculate the Club Seat Share, the Luxury Suite Share and the Terrace Suite Share with respect to all annual and package sales and revenues as of the last day of the prior calendar month and (ii) provide TeamCo a report of same. Not later than five days after providing such report, TeamCo shall respond to Manager to either accept such report or deliver a list of any items of disagreement. TeamCo and Manager shall promptly consult to resolve any such items of disagreement; *provided* that not later than five days after such acceptance or delivery of such list of any items of disagreement was provided to Manager, the Manager shall pay to TeamCo the undisputed amounts so owing in accordance with such report and any dispute shall be resolved pursuant to the procedures set forth in Section 23.16.

(b) Monthly Settlement for Single-Event Premium Seats. Not later than the 20th day of each calendar month, Manager shall (i) calculate the Club Seat Share, the Luxury Suite Share and the Terrace Suite Share with respect to single event sales and revenues for such event that occurred during the prior calendar month as of the last day of such calendar month and (ii) provide TeamCo a report of same. Not later than five days after providing such report, TeamCo shall respond to Manager to either accept such report or deliver a list of any items of disagreement. TeamCo and Manager shall promptly consult to resolve any such items of disagreement; *provided* that not later than five days after such acceptance or delivery of such list of any items of disagreement was provided to Manager, the Manager shall pay to TeamCo the undisputed amounts so owing in accordance with such report and any dispute shall be resolved pursuant to the procedures set forth in Section 23.16.

(c) Annual Reconciliation. Manager shall provide to TeamCo a reconciliation of the Club Seat Share, the Luxury Suite Share and the Terrace Suite Share for a Contract Year (and a reconciliation payment, if any) not later than the sooner of 30 days after the date of the last game played by Team in each Contract Year or June 30 annually. If the reconciliation reveals an overpayment by Manager, Manager shall provide an invoice to TeamCo which shall be due and payable 30 days after delivery of such reconciliation, and if the reconciliation reveals an underpayment by Manager, Manager shall pay such underpayment to TeamCo, which amount shall be due and payable 30 days after delivery of such reconciliation.

(d) Refund for Games Not Played. If any Season Games are either not played at all (except as set forth in clause (e) below) or, due to a Force Majeure Event, are played somewhere other than the Arena, then, to the extent Manager actually pays a cash refund to the holders of any Premium Seats for such unplayed Season Games, TeamCo shall promptly refund to Manager such amounts previously paid by Manager in respect of Luxury Suites, Club Seats and Terrace Suites for such unplayed Season Games, but in any event such refund shall not exceed a prorated portion of any Luxury Suite, Club Seat and Terrace Suite payments previously made for such NBA Season, calculated by multiplying the Club Seat Share, the Luxury Suite Share and Terrace Suite Share previously paid by a fraction, the numerator of which is the number of Season Games actually played at the Arena during such NBA Season and the denominator of which is the total number of pre-season and regular season games in such NBA Season had it been a full season. Manager and TeamCo agree that, in the event any Season Games are either not played at all (except as set forth in clause (e) below) or, due to a Force Majeure Event, are played somewhere other than the Arena, the Parties shall consult with one another to explore and develop offers to ticketholders in lieu of cash refunds.

(e) Premium Seat Revenues During First Contract Year of Term. Notwithstanding anything to the contrary in this Section 12.2, or the definitions of "Club Seat Share," "Luxury Suite NBA Increment," "Luxury Suite Share" or "Terrace Suite Share:"

(i) TeamCo shall be entitled to 100% of the Luxury Suite NBA Increment, if any, which amount shall be settled commencing with the first settlement date for Premium Seat revenue after the first Season Game is played in the Arena in accordance with Section 12.2(a) and (b) (but subject to Section 12.2(f));

(ii) The Luxury Suite Share or Terrace Suite Share for the first Contract Year of the Term for any Luxury Suite or Terrace Suite, for which a new Luxury Suite License or Terrace Suite License, as applicable, is entered into on or after the Application Date (including due to the holder of an Existing Luxury Suite License requesting a relocation to a new Luxury Suite) shall not be subject to proration and shall be settled commencing with the first settlement date for Premium Seat revenue after the first Season Game is played in the Arena in accordance with Section 12.2(a) and (b) (but subject to Section 12.2(f));

(iii) The Luxury Suite Share for the first Contract Year of the Term for any Luxury Suite subject to an Existing Luxury Suite License that does not result in a Luxury Suite NBA Increment shall be pro-rated based on the contract year of the applicable Luxury Suite License and the date the first Season Game is played in the Arena, which amount shall be settled commencing with the first settlement date for Premium Seat revenues after such first Season Game in accordance with Section 12.2(a) and (b) (but subject to Section 12.2(f)).

(iv) TeamCo shall not be entitled to any Luxury Suite Share or Terrace Suite Share for any Luxury Suite or Terrace Suite which is not subject to a Luxury Suite License or Terrace Suite License (for example, from Luxury Suites or Terrace Suites sold as “party suites” or for single events), arising from the sale of such Terrace Suites or Luxury Suites for events held prior to the date the first Season Game is played in the Arena.

(v) The Club Seat Share for the first Contract Year of the Term for any Club Seats that are subject to an existing Club Seat Package for which the holder of the Club Seat Package for such Club Seat as of the Application Date elects to include the Season Games in the Club Seat Package, shall be pro-rated based on the contract year for such Club Seat Package and the date the first Season Game is played in the Arena and shall be settled commencing with the first settlement date for Premium Seat revenue after the first Season Game is played in the Arena in accordance with Section 12.2(a) and (b) (but subject to Section 12.2(f));

(vi) The Club Seat Share for the first Contract Year of the Term for any Club Seats for which a new Club Seat Package is entered into after the Application Date (including due to the holder of an Club Seat Package requesting a relocation to a new Club Seat in a different price section than such holder’s existing Club Seat) shall not be subject to proration and shall be settled commencing with the first settlement date for Premium Seat revenue after the first Season Game is played in the Arena in accordance with Section 12.2(a) and (b) (but subject to Section 12.2(f)); and

(vii) The Club Seat Share for the first Contract Year of the Term for any Club Seats that are subject to an existing Club Seat Package for which the holder of the Club Seat Package for such Club Seat does not elect to include the Season Games in the Club Seat Package shall be prorated based on the contract year for such Club Seat Package and the date the first Season Game is played in the Arena, which amount shall be settled commencing with the first settlement date for Premium Seat revenues after such first Season Game in accordance with Section 12.2(a) and (b) (but subject to Section 12.2(f)).

(f) NBA Work Stoppage During First Contract Year of Term. In the event of an NBA strike, lockout or other work stoppage during the first Contract Year of the Term, notwithstanding anything to the contrary in this Section 12.2, in lieu of making such payments to TeamCo, Manager shall deposit any amounts it receives that would otherwise be payable to TeamCo in accordance with Section 12.2(e) or 12.6 as TeamCo’s share of Luxury Suite Increment, Luxury Suite Share, Terrace Suite Share, Club Seat Share or Net Revenues (the “**Lockout Escrow Amount**”) into a segregated account not subject to any liens or security interests (the “**Lockout Escrow Account**”) maintained in Manager’s name at such times and in such amounts as would otherwise be due and payable to TeamCo.

(i) Manager shall hold the Lockout Escrow Amount in trust on behalf of TeamCo and any interest received by Manager on account of the Lockout Escrow Amount shall be credited to the Lockout Escrow Account.

(ii) Manager, shall consult in good faith with TeamCo (*provided that* Manager shall have the right to make final determinations in its good faith, reasonable discretion as Manager reasonably believes to be in the mutual interests of all of TeamCo, Hockey Club and Manager) to determine and negotiate credits, alternative amenities and concessions and cash refunds with holders of Luxury Suite Licenses, Terrace Suite

Licenses and Club Seat Packages and sponsors and advertisers for any games not played due to such strike, lockout or other work stoppages, which amounts shall be deducted from the share of the Club Seat Share, Luxury Suite NBA Increment, Luxury Suite Share, Terrace Suite Share and Net Revenues that would otherwise be payable to TeamCo for the Contract Year corresponding to such NBA Season pursuant to Section 12.2(e). Manager shall be entitled to withdraw from the Lockout Escrow Account the amount of any cash refunds actually paid to holders of Luxury Suite Licenses, Terrace Suite Licenses or Club Seat Packages and sponsors and advertisers and credit the fair market value of any non-cash credits, alternative amenities and concessions actually given to holders of Luxury Suite Licenses, Terrace Suite Licenses or Club Seat Packages and sponsors and advertisers against any payments of Club Seat Share, Luxury Suite NBA Increment, Luxury Suite Share, Terrace Suite Share or Net Revenues due to TeamCo hereunder.

(iii) Upon the cessation of such NBA strike, lockout or other work stoppage, promptly following the Team's first Home Game of such NBA Season played in the Arena, Manager shall promptly pay to TeamCo the Lockout Escrow Amount less any amounts deducted in accordance with Section 12.2(f)(ii).

12.3 Staffing and Other Expenses. Not later than the 20th day of each calendar month, Manager shall (i) calculate the staffing, materials, services and equipment expenses in the Arena for which TeamCo is expressly responsible under the provisions of this Agreement (including any expenses payable to the building operator or other third parties) and (ii) provide TeamCo a report of same. Within five days after receipt of such report, TeamCo shall respond to Manager to either accept such report or deliver a list of any items of disagreement, and TeamCo and Manager shall promptly confer to resolve any such items of disagreement; *provided* that not later than five days after such acceptance or delivery of such list of any items of disagreement was provided to Manager, TeamCo shall pay to Manager the undisputed amounts so owing in accordance with such report and any dispute shall be resolved pursuant to the procedures set forth in Section 23.16. Notwithstanding the foregoing, Manager shall promptly provide TeamCo with an invoice for any non-ordinary course services or expenses (including expenses payable to the building operator or other third parties), and TeamCo shall pay such amounts within 30 days of receipt of any such invoice.

12.4 Parking and Concessions. Manager will use commercially reasonable efforts to provide TeamCo a "flash report" the day after each Season Game for all Net Parking Income and Net Food and Beverage Income collected by Manager for such Season Game. The amounts held by Manager for TeamCo for any calendar month shall be remitted to TeamCo by no later than the 20th day of the following calendar month, together with a statement of accounting for receipts in respect of each Season Game played during the prior calendar month.

12.5 Facility Fee. Not later than the 20th day of each calendar month, TeamCo shall (i) calculate the Facility Fee Share as of the last day of the prior calendar month for the Season Games actually played during such calendar month and (ii) provide Manager a report of same. Not later than the 20th day of each calendar month, Manager shall (i) calculate the Facility Fee collected by Manager for tickets sold through Manager's box office and for Premium Seats for the Season Games actually played during such calendar month and (ii) provide TeamCo a report of same. Within five days after receipt of the reports described in clauses (i) and (ii) above, the receiving Party shall respond to the preparing Party to either accept such report or deliver a list of any items of disagreement, and TeamCo and Manager shall promptly confer to resolve any such items of disagreement; *provided* that not later than five days after such acceptance or delivery of such list of any items of disagreement was provided to the other Party, the applicable Party shall pay to the other Party the undisputed amounts so owing in accordance with such

reports and any dispute shall be resolved pursuant to the procedures set forth in Section 23.16. Each Party shall provide the other Party a reconciliation of the Facility Fee it collected and the Facility Fee Share it paid to the other Party for a Contract Year not later than the sooner of 30 days after the date of the last game played by Team in each Contract Year or June 30 annually. If the reconciliation reveals an overpayment by either Party, such Party shall provide an invoice to the other Party which shall be due and payable 30 days after submittal. Except as may otherwise be agreed by TeamCo and Manager in writing, a Facility Fee may be charged on tickets for Home Games only if all tickets for Hockey Club Season Games are subject to a "facility fee" equal to or higher than the fees charged on TeamCo's Home Games.

12.6 Sponsorship Revenue. Not later than the 20th day of each calendar quarter, Manager shall (i) calculate the Net Revenues actually received by Manager in cash or in-kind, as applicable, during the prior calendar quarter from all advertising and sponsorships to which TeamCo is entitled in accordance with Section 10.1 or 10.3 and (ii) provide TeamCo a report of same. Not later than five days after providing such report, TeamCo shall respond to Manager to either accept such report or deliver a list of any items of disagreement. TeamCo and Manager shall promptly consult to resolve any such items of disagreement; *provided* that not later than five days after such acceptance or delivery of such list of any items of disagreement was provided to Manager, Manager shall pay to TeamCo the undisputed amounts so owing in accordance with such report and any dispute shall be resolved pursuant to the procedures set forth in Section 23.16.

12.7 Taxes. TeamCo shall pay to any city or other applicable jurisdiction in which the Arena is located any applicable sales, admission or similar taxes on all receipts for Season Games, and hereby indemnifies and agrees to hold Manager harmless from any and all claims, demands, actions, assessments and proceedings relating in any way to admissions taxes (but only to the extent that Manager has given TeamCo any ticket proceeds that were paid to Manager and that relate to such admissions taxes), and TeamCo indemnifies and holds Manager harmless from and shall pay upon demand all costs, expenses and attorneys' fees incurred by either or both of them in defense of any such claims. TeamCo shall pay any personal property taxes assessed against TeamCo's property and any possessory interest tax attributable to the TeamCo's possessory interest in the Arena arising under this Agreement. Manager shall pay all real or personal property taxes and any other real estate taxes (including possessory interest taxes assessed in lieu thereof) assessed against the Arena or Manager's interest therein or the property on which it is located. TeamCo shall have the right to protest or appeal to the applicable taxing authority any property tax assessment directly or indirectly relating in whole or in part to TeamCo's taxable possessory interest in the Arena or to otherwise seek redress or modification of a property tax assessment attributable to TeamCo or any bill related thereto, with Manager's cooperation and/or participation, if necessary or appropriate. If the property tax bills (or other supporting materials prepared by the tax assessor) relating to the Arena specifically identify the assessed value of each of TeamCo's and HockeyCo's taxable possessory interest in the Arena, TeamCo will pay the taxes assessed on TeamCo's taxable possessory interest on such assessed value. If the possessory interest tax bills (or other supporting materials prepared by the tax assessor) do not specifically identify the assessed value of TeamCo's and HockeyCo's taxable possessory interest in the Arena, or in later years cease to identify the assessed value of such interests, TeamCo shall pay its proportional share of the possessory interest taxes based on the number of Season Games and other events hosted by TeamCo at the Arena (including events hosted by TeamCo in accordance with Sections 6.6 and 7.8) and the total number of events held at the Arena during the applicable tax period; *provided, however*, if the applicable taxing authority shall subsequently changes its methodology for the calculation of the possessory interest so as to make such allocation inequitable, the Parties shall use good-faith effort to equitably allocate the possessory interest taxes assessed against the Arena among Manager, HockeyCo and TeamCo so that TeamCo pays possessory interest taxes only on that portion that fairly relates to its taxable possessory interest in the Arena; *provided further*, that, if the possessory interest tax bills (or other supporting materials prepared by the tax assessor) specifically identify the assessed value of the Exclusive Areas but do not specifically identify the assessed values of any of HockeyCo's "exclusive areas", the Parties shall use good-faith efforts to allocate the possessory interest of HockeyCo in its exclusive areas to HockeyCo.

12.8 Payments; Cash Basis. All payments hereunder shall be made by check in immediately available funds. All revenue and related terms hereunder shall be deemed to refer to revenue actually received by Manager or TeamCo, as applicable, on a cash basis; *provided* that, for the avoidance of doubt, the foregoing shall not limit Manager's requirement to make the payments to TeamCo provided by Section 12.2(e) to the extent Manager had previously received such amounts in cash.

13. PROMOTION AND PUBLICITY.

13.1 Designation of Home Arena. During the Term, all visual material developed to promote the sale of tickets to Season Games, whether created for television, newspaper, outdoor advertising, handbills or otherwise prepared by or for TeamCo shall contain reference to the Arena as the home arena of Team and shall be approved as to the form of Arena's logo and name only in advance, in writing, by Manager, which approval shall not be unreasonably withheld or delayed; *provided, however,* that such material must use the Arena's established logo type, trademark or service mark.

13.2 Use of TeamCo's Name and Logo. Subject to the NBA's rules and regulations, during the Term, Manager may use Teams' name and logo, without charge, in connection with promotion of the Arena, subject to TeamCo's prior approval, which approval shall not be unreasonably withheld or delayed as to the form of such name and logo. Such promotional materials must use TeamCo's established logo type, trademark or service mark.

13.3 Manager Agreement to Publicize Season Games. Manager agrees to (and shall cause HockeyCo to) publicize and promote each Season Game at no cost to TeamCo through its in house promotional outlets such as its website, Facebook page, public address system, video or message board, outdoor marquee, or a Arena and/or HockeyCo publication at any time as such publication might exist at Manager's or HockeyCo's (as applicable) sole discretion. In addition, to the extent permissible, and subject to Manager's reasonable discretion as to content and frequency, if any, of use, Manager will cause Hockey Club to announce Season Games at no cost to TeamCo during play by play broadcasts and telecasts of other sporting events controlled by Manager or its Affiliates that are conducted in the Arena.

13.4 TeamCo Agreement to Publicize Hockey Games. TeamCo agrees to publicize and promote each Hockey Club Season Games at no cost to Manager or Hockey Club through its in house promotional outlets such as its website, Facebook page, public address system, outdoor marquee or a TeamCo publication at any time as such publication might exist at TeamCo's sole discretion. In addition, to the extent permissible, and subject to TeamCo's reasonable discretion as to content and frequency, if any, of use, TeamCo will announce Hockey Club Season Games at no cost to Manager during play by play broadcasts and telecasts of other sporting events controlled by TeamCo or its Affiliates that are conducted in the Arena.

14. BUILDING STAFF.

14.1 Cost of Game Day Building Services. For each Season Game, Manager shall arrange all personnel required to staff the Arena for Season Games beyond the staffing level applicable to non-event days at the Arena, including, but not limited to, ticket sellers, ticket takers, ushers, usherettes, security guards, special police, firemen, porters, maids, restroom attendants, scoreboard and video board operators, and such other personnel as Manager, in its reasonable discretion, shall deem necessary and including any staffing required in connection with pre- and post-game use of the Arena by TeamCo. Manager shall at its own expense bear the cost of the game-day operating staffing levels and hours as shown on Exhibit F. TeamCo shall at its own expense pay for any other personnel required and provide its own personnel for game day specific functions including, without limitation, game-break events, half-time shows and scoreboard and video board operation; *provided, however,* that any such personnel who

will be operating any part or all of an item of building equipment, such as the scoreboard or the video board, shall first be approved by Manager, which approval shall not be unreasonably withheld, conditioned or delayed.

14.2 Basic Security. Manager shall arrange and pay for building and parking security for the Arena at all times as is reasonably prudent and in compliance with all applicable laws and the NBA rules and regulations, and at a minimum, at a level and quality equal to or greater than the security provided at the Arena as of the date of this Agreement.

14.3 Non-Game Day Services. None the following functions shall be considered game-day services: accounting, season seat sales, mailroom operation, advertising, marketing, switchboard operation, and IT support. If TeamCo and Manager agree that Manager shall provide any of such services to TeamCo, TeamCo shall pay Manager for such services as the Parties may mutually agree.

14.4 Standard for Staffing Performance. Recognizing that Manager will be entering into long term contracts with a facility operator and concessionaire and that Manager's ability to terminate such contracts will be limited, Manager agrees to use reasonable, diligent efforts to enforce its rights under such agreements to have the facility operator and concessionaire provide a level of service not less than that generally applicable to other NBA arenas or as provided for Hockey Club Season Games.

14.5 Cost of Holiday Game Day Building Services. For each Season Game that falls on a holiday which requires payment of overtime for the staff, Manager shall, at its own expense, bear the base salary cost of the game-day operating staffing levels and hours as shown on Exhibit E, and at its own expense, bear the cost of any overtime payment required by law or contract for Game Day staffing.

15. PUBLIC ADDRESS SYSTEMS.

Manager shall furnish the Arena's public address and sound systems for all Season Games, which public address and sound systems shall be in good working order. TeamCo shall have exclusive use of the public address system and sound system during the Season Game Interval; *provided, however,* that (i) the public address system and sound system shall be operated according to reasonable rules and regulations established by Manager uniformly applied to Hockey Club and all other occupants and users of the Arena, (ii) TeamCo shall make announcements, descriptions and advertisements concerning other or future events being or to be held in the Arena or elsewhere to the extent such event is promoted by Manager or an Affiliate of Manager pursuant to the script provided by Manager to TeamCo from time to time and (iii) in the event of an emergency, TeamCo shall provide Manger with access to the public address system and sound system in order to make announcements.

16. CLEANING AND OPERATION.

16.1 Janitorial Maintenance, Supplies and Equipment. Manager shall provide, at its sole cost and expense, all labor, supplies and equipment for all janitorial and maintenance of the Arena as necessary to keep and maintain all areas of the Arena in a clean, safe and sanitary manner, in compliance with all laws, and in any event, to a standard comparable to that generally supplied at other similarly situated NBA arenas and equal to or greater than that provided at the Arena as of the date of this Agreement.

16.2 Cleaning. Manager, at its expense, shall clean the Game Day Facilities after each Season Game.

16.3 Maintenance. Manager, at Manager's sole cost and expense, shall provide cleaning and janitorial services, supplies and equipment to the Exclusive Areas as necessary to keep and maintain the Exclusive Areas in a clean, safe and sanitary manner, in compliance with all laws, and in any event, to a standard comparable to that generally supplied to such areas of other NBA arenas and in a condition better than or equal to the condition of the Arena as of the date of this Agreement. TeamCo shall, at its sole cost, maintain and repair its personal property, equipment and furnishings in the Exclusive Areas, including systems installed or caused to be installed by TeamCo in Exclusive Areas and exclusively servicing such areas. Manager, at Manager's sole cost and expense, shall maintain and repair the Arena (including repair or replacement of malfunctioning functional components thereof, as required), including, without limitation, the Exclusive Areas and the building systems including, but not limited to, mechanical, plumbing, heating, air conditioning and electrical, in a manner consistent with usual and customary industry practices that are generally applicable at other similarly situated NBA arenas and in a condition equal to or better than the condition of the Arena as of the date of this Agreement.

16.4 Basketball Court. Prior to the first Season Game of the Term, TeamCo shall provide the professional basketball floor and basketball equipment for the main playing surface of the Arena, and Manager shall provide all equipment necessary to permit placement of the basketball floor over the ice (i.e., overlay floor or such other systems as may be necessary) in compliance with NBA requirements ensuring proper performance and function (i.e., no condensation on floor) and maintaining such performance and function throughout the Term of this Agreement. Manager shall at all times maintain and operate the professional basketball floor and the basketball equipment in conformity with a standard comparable to that generally found at other NBA arenas and in compliance with NBA requirements generally applicable to all arenas that serve as "home" arenas for both one or more NBA teams and one or more NHL teams. TeamCo shall, at its sole cost and expense, replace the floor and basketball equipment for the main playing surface of the Arena at such times as TeamCo shall determine in its sole discretion to be appropriate; *provided, however*, that to the extent such replacement is necessitated by the negligence of Manager or its agents, Manager shall, at its own expense, make such replacement.

17. VARIOUS COVENANTS.

17.1 Governmental Rules. TeamCo and Manager shall comply with the requirements of all laws, orders, and regulations of federal, state, county, municipal and other governmental authorities and with any lawful direction of public officers which shall impose any duty upon Manager or TeamCo and which pertain specifically to the presentation of Season Games.

17.2 Permits. TeamCo agrees to furnish, at its expense, such governmental permits and other licenses and permits as may be required for Season Games, including, but not limited to, business licenses required specifically for the presentation of Season Games, but excluding any permits or licenses required for the presentation of events generally at, or operation of, the Arena which shall be provided by Manager; *provided* that Manager's concessionaire may provide (and Manager shall cause such concessionaire to provide) any or all of the food and liquor licenses required hereunder.

17.3 Manager Rules. TeamCo shall, and shall cause its servants, agents, employees, licensees, patrons and guests to, abide by such non-discriminatory reasonable rules and regulations as may from time to time be adopted by Manager and uniformly applied to all occupants and users of the Arena for the use, occupancy and operation of the Arena; *provided, however* that, no such rule or regulation shall interfere in any material way with the presentation of Season Games, the enjoyment by the patrons thereto or TeamCo's use of the Exclusive Areas, unless such rule or regulation is reasonably imposed by Manager to facilitate compliance with any applicable law. Notwithstanding the foregoing, in

the event of a conflict between any such rules and regulations and the terms of this Agreement, the terms of this Agreement shall control.

17.4 Insurance Requirements. TeamCo shall, and shall cause its servants, Affiliates, contractors, agents, employees, licensees, patrons and guests to, comply with all rules, orders, regulations or requirements of applicable building and fire code enforcement authorities having jurisdiction over the construction and/or operation of the Arena and shall not do or permit anything to be done in or about the Arena and Exclusive Areas or bring or keep anything therein except as permitted by the such authorities. No gasoline, acetylene or other fuel or other combustible will be permitted in the Arena or Exclusive Areas without the approval of Manager, which may be withheld in Manager's sole discretion. Any decorating or other work and the material therefor, done or furnished by TeamCo shall be subject to approval by Manager (not unreasonably withheld, conditioned or delayed) and, if necessary in Manager's reasonable judgment, the building and fire code enforcement authorities having jurisdiction over the construction and/or operation of the Arena and unless so approved, installation thereof may be prevented or, if having already been installed, removed by Manager. All decorations and other combustible materials must be fireproofed, and TeamCo shall deliver to Manager a flameproofing certificate in the form specified or required by, and satisfactory to, any building and fire code enforcement authorities having jurisdiction with respect thereto, if necessary under applicable law.

17.5 Changeover. For all Season Games, prior to the Season Game Interval, Manager, at its sole cost and expense, shall change the Arena from its prior use to use for a Season Game including, but not limited to, placing Floor Seats, removing dasher boards, and assembly of the NBA basketball floor and basketball equipment, and Manager, at its sole cost and expense, shall change the Game Day Facilities over to another use following a Season Game; provided, however, if, upon TeamCo's request, Manager changes the Arena from its prior use to use for basketball on a day when a Season Game is not scheduled and the next event scheduled at the Arena is not a Season Game, TeamCo shall reimburse Manager for all reasonable out-of-pocket costs of labor and material incurred to change the Arena from its prior use to use for basketball.

17.6 Copyrights. TeamCo shall assume all costs arising from the use of patented and/or copyrighted materials, equipment, devices, or dramatic rights used on or incorporated in the conduct of Season Games. TeamCo agrees to indemnify and hold harmless Manager and its duly authorized representatives from all damages, costs and expenses, including attorney's fees, for, or on the account of, the use of any patented and/or copyrighted materials, equipment, devices, processes, or dramatic rights furnished or used by TeamCo in connection with this Agreement. In this regard, TeamCo's attention is particularly directed to the use of copyrighted music. Manager shall assume all costs arising from the use of patented and/or copyrighted materials, equipment, devices, or dramatic rights used on or incorporated in the conduct of Manager's use, operation and occupancy of the Arena and the presentation of events therein. Manager agrees to indemnify and hold harmless TeamCo and its duly authorized representatives from all damages, costs and expenses, including attorney's fees, for, or on the account of, the use of any patented and/or copyrighted materials, equipment, devices, processes, or dramatic rights furnished or used by Manager in connection with this Agreement. In this regard, Manager's attention is particularly directed to the use of copyrighted music.

17.7 Labor Agreements. Except for (i) players, coaches, referees and any other persons, including, without limitation, cheerleaders, dancers, mascots and other talent, directly involved in the playing and presentation of the Season Games and (ii) part-time administrative and full-time employees of TeamCo, TeamCo shall not perform any work or employ any personnel except if such work or employment conforms to labor agreements which control labor activities at the Arena. At TeamCo's request, Manager will advise TeamCo of pertinent provisions of such labor agreements.

17.8 Alterations. TeamCo shall not mark, paint, drill into or in any way mar or deface any part of the Arena other than the Exclusive Areas. Other than as permitted by Section 10.2, TeamCo shall not display or erect any lettering, signs, pictures, notices or advertisements upon any part of the outside or inside of the Arena or make any alterations or improvements in or to the Arena without the prior written approval of Manager, which may be withheld in Manager's reasonable discretion. TeamCo may from time to time during the Term at its expense remodel and alter the Exclusive Areas subject to Manager's prior approval, which shall not be unreasonably withheld or delayed; *provided, however* that TeamCo shall comply with any labor union-related requirements to which Manager would have been subject if Manager were performing the remodeling or alterations itself. TeamCo shall not permit the Arena to be encumbered by any mechanics or other lien arising out of labor or materials ordered by TeamCo or its agents or subcontractors and, in the event the Arena becomes subject to such a lien, TeamCo shall indemnify Manager in connection therewith and shall cause such lien to be removed. TeamCo shall pay or reimburse Manager for any and all reasonable increased costs or expenses of maintenance of the Exclusive Areas resulting from or relating to such alterations or modifications so long as, simultaneously with Manager's approval of such alterations or modifications as provided herein, Manager provides TeamCo in writing with an estimate of the amount of such increased costs or expenses of maintenance; *provided* that TeamCo acknowledges that its obligation to pay or reimburse such costs or expenses shall not be limited by any such estimate and that such amounts may increase or decrease from time to time. Any improvements which may be made by TeamCo in any part of the Arena, including, without limitation, the Exclusive Areas, which become fixtures shall become the property of the owner of the Arena and, upon expiration of the Term, shall be surrendered by TeamCo and shall remain with the Arena.

18. UTILITIES AND JANITORIAL SERVICES.

18.1 Utilities. At no expense to TeamCo, Manager shall furnish gas, power, hot and cold water, sewer, air conditioning, including heat and air cooling and illumination to the Exclusive Areas and the Arena at such times and in such amounts as shall be reasonably necessary for the comfortable use and occupancy of the Arena and the Exclusive Areas, except when prevented by strikes, accidents or other causes beyond the control or prevention of Manager and except during the repairing of equipment and apparatus in the Arena. Manager shall in no event be liable for a failure to provide any services incidental to use of the Arena or TeamCo's Exclusive Areas when prevented by strikes, accidents or other causes beyond the control or prevention of Manager or during the repairing of equipment or apparatus in the Arena which is provided by Manager for such purposes, except if such failure is caused by Manager's (or its agents' or contractors') negligence or willful misconduct. TeamCo shall provide its own telephone service. Notwithstanding anything to the contrary (other than a Force Majeure Event), during each Season Game Interval, Manager shall maintain the ambient air temperature and the relative humidity in the Arena at levels appropriate for the comfortable presentation of an NBA game, as determined by TeamCo in its reasonable discretion.

18.2 Delivery of Certain Utility Service. Hot and cold water and electrical and data communication shall be delivered by Manager to the Exclusive Areas 24 hours per day each day of the Term. HVAC shall be delivered to the Exclusive Areas 7:00 a.m. to 1:00 a.m. on Season Game days and 7:00 a.m. until 10:00 p.m. on non-game days. TeamCo agrees to avoid waste in the consumption of electricity and water which would cause Manager additional expense therefor. TeamCo agrees not to operate electrical equipment in a fashion which would overload the Arena's system. TeamCo agrees to comply with any energy and/or water conservation requirements that may be mandated under applicable law from time to time.

18.3 Lighting. Manager shall provide sufficient lighting at the Arena's basketball court as is required pursuant to NBA requirements (including television lighting requirements) of general applicability.

19. INSURANCE AND INDEMNITY.

19.1 TeamCo Insurance Coverages.

(a) TeamCo agrees, at its sole expense, to procure and maintain during the term of this Agreement, (A) Commercial General Liability insurance with contractual liability endorsements for the mutual benefit of TeamCo and Manager and their respective contractors, successors and assigns, against all claims for personal injury, death or property damage in or about the Arena resulting from TeamCo's use of the Arena Facilities, initially in the amount of \$1,000,000 combined single limit and bodily injury and property damage with following form umbrella or excess policy or policies totaling \$9,000,000 in excess of \$1,000,000, (B) other umbrella or other coverages as are arranged by the NBA or are otherwise generally carried by other NBA teams and (C) workers compensation insurance as required by applicable laws. Periodically during the Term, but no more often than annually, Manager may require higher policy limits if the amounts in the foregoing sentence are lower than those generally required of other NBA teams playing in comparable NBA arenas at the time. To the extent applicable to the type of insurance, said insurance policies shall name as additional insureds such entities and individuals as Manager shall reasonably designate (the "**Additional Insured**"). All such insurance shall be primary insurance and shall provide that any right of subrogation against TeamCo or Manager and their successors and assigns is waived.

(b) There will be no charge to Manager for such coverage and a certificate of insurance evidencing such coverage shall be furnished to Manager prior to the expiration of the then current policy. Said policy of insurance and endorsements shall provide that the policy of insurance cannot be canceled without 30 days prior written notification to Manager. Said insurance shall not restrict or limit the coverage of the Additional Insureds. If TeamCo fails to provide Manager with the required certificate of insurance prior to the expiration of any existing policy, Manager may, in its sole and absolute judgment, either (A) acquire, at TeamCo's expense, such insurance as Manager determines in its commercially reasonable judgment to be necessary in order to protect Manager and the Additional Insureds from any of the matters to be covered under this Section 19.1, or (B) treat such failure as a default by TeamCo subject to the cure provisions of Section 20.1.

(c) All such insurance shall be effected by valid and enforceable policies issued by insurers of responsibility, approved to do business in the State of California, such responsibility and the insuring agreements to meet with the reasonable approval of Manager. An insurer with a current A.M. Best rating of at least A (excellent) with a financial size category of at least X shall be deemed to be acceptable. Receipt by Manager of a certificate of insurance, endorsement or policy of insurance which is more restrictive than the contracted for insurance shall not be construed as a waiver or modification of the agreement to modify same permissible or binding. Any agreement to amend this provision of this Agreement must be in writing signed by the Parties.

(d) At the request of Manager, TeamCo shall promptly furnish loss information concerning all claims brought against TeamCo (or any other insured under TeamCo's required policies), that may affect the amount of liability insurance available for the benefit and protection of the Additional Insureds. Such loss information shall include such specifics and be in such form as Manager may reasonably require. At the request of TeamCo, Manager shall promptly furnish loss information concerning all claims brought against Manager (or any other insured under Manager's required policies), that may affect the amount of liability insurance available for the benefit and protection of the additional

insureds named in such liability insurance policies. Such loss information shall include such specifics and be in such form as TeamCo may reasonably require.

19.2 Manager Insurance Coverages.

(a) Manager shall obtain and keep in force at all times during the Term, (A) Commercial General Liability insurance with contractual liability endorsements for the mutual benefit of TeamCo and Manager and their respective contractors, successors and assigns, against all claims for personal injury, death or property damage in or about the Arena resulting from the use and operation of the Arena Facilities (including coverage for liquor liability (either directly or by holder of the liquor license in effect for the Arena) and other coverages generally carried by managers or operators of similar arena facilities), initially in the amount of \$1,000,000 combined single limit and bodily injury and property damage with following form umbrella or excess policy or policies totaling \$9,000,000 in excess of \$1,000,000, (B) a policy or policies of insurance covering loss or damage to the Arena in the amount of 100% of the replacement value thereof, against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, flood, sprinkler leakage and other perils normally covered in an "all risk" policy, as such term is used in the insurance industry; *provided, however*, that Manager shall have no obligation to insure against earthquake, (C) workers compensation insurance as required by applicable laws, (D) Excess General Liability coverage in an amount not less than \$15,000,000 per occurrence, \$15,000,000 aggregate, excess of the coverage set forth in (A) above, and (E) Comprehensive Crime coverage, through insurance or bond, as follows (i) Blanket Fidelity coverage in the amount of \$5,000,000, (ii) coverage for Loss Inside/Loss Outside in the amount of \$250,000, (iii) Depositor's Forgery coverage in the amount of \$250,000, and (iv) Computer Fraud coverage in the amount of \$5,000,000. Periodically during the Term, but no more often than annually, TeamCo may require higher policy limits if the amounts in the foregoing sentence are lower than those generally carried by managers or operators of other comparable NBA arenas at the time. Said insurance policies shall name as additional insureds such entities and individuals as TeamCo shall reasonably designate. All such insurance shall be primary insurance and shall provide that any right of subrogation against Manager or TeamCo and their successors and assigns is waived.

(b) There will be no charge to TeamCo for such coverage and a certificate of insurance evidencing such coverage shall be furnished to TeamCo prior to the expiration of the then current policy. Said policy of insurance and endorsements shall provide that the policy of insurance cannot be canceled without 30 days prior written notification to TeamCo. Said insurance shall not restrict or limit the coverage of the designated additional insureds. If Manager fails to provide TeamCo with the required certificate of insurance prior to the expiration of any existing policy, TeamCo may, in its sole and absolute judgment, either (A) acquire, at Manager's expense, such insurance as TeamCo determines in its commercially reasonable judgment to be necessary in order to protect TeamCo and any additional insureds from any of the matters to be covered under this Section 19.2, or (B) treat such failure as a default by Manager subject to the cure provisions of Section 20.1.

(c) All such insurance shall be effected by valid and enforceable policies issued by insurers of responsibility, approved to do business in the State of California, such responsibility and the insuring agreements to meet with the reasonable approval of TeamCo. An insurer with a current A.M. Best rating of at least A (excellent) with a financial size category of at least X shall be deemed to be acceptable. Receipt by TeamCo of a certificate of insurance, endorsement or policy of insurance which is more restrictive than the contracted for insurance shall not be construed as a waiver or modification of the agreement to modify same permissible or binding. Any agreement to amend this provision of this Agreement must be in writing signed by the Parties.

(d) Manager shall cause its contractors who render services for TeamCo (A) to name TeamCo as an additional insured on any insurance policies on which Manager is named as an additional insured and (B) upon request from TeamCo, to provide TeamCo with a certificate of insurance evidencing such coverage.

(e) Manager shall cause (i) all Luxury Suite License holders entering into a Luxury Suite License (or adding NBA games to an Existing Luxury Suite License in accordance with this Agreement) after the date of this Agreement and (ii) all existing Luxury Suite License holders renewing or obtaining new insurance policies for such Luxury Suites upon such renewal or receipt of a new policy, to name TeamCo as an additional insured on the insurance policies required of such license holder pursuant to the Luxury Suite License.

19.3 Waiver of Subrogation. Each of Manager and TeamCo hereby waives all rights of recovery against the other and against the officers, partners, employees, agents and representatives of the other, on account of loss by, or damage to, the waiving Party of its property or the property of others under its control, to the extent that such loss or damage is insured against under any fire and extended coverage insurance policy which either may have in force at the time of the loss or damage or which is required to be insured pursuant to this Agreement. Manager and TeamCo shall, upon obtaining the policies of insurance required under this Agreement, give notice to its insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Agreement.

19.4 TeamCo Indemnification.

(a) TeamCo shall indemnify, defend and hold harmless Manager, its Affiliates, and, as appropriate, their respective shareholders, agents, officers, directors or employees ("**Manager Indemnitees**") and the City and, as appropriate, its respective agents, officers, directors, employees or elected or appointed officials ("**City Indemnitees**") from and against any and all demands, losses, judgments, damages, suits, claims, actions, liabilities and expenses (including, without limitation, all reasonable attorneys' fees and expenses), in law or in equity, threatened or actual, of every kind and nature whatsoever, which any Manager Indemnitee or City Indemnitee may suffer or sustain or which may be asserted or instituted against any Manager Indemnitee or City Indemnitee, as the case may be, caused by or arising directly or indirectly from (except to the extent caused by the negligent acts or willful misconduct of any Manager Indemnitee or City Indemnitee) (i) injury to or death of any person (including players and other TeamCo employees) or damage to or destruction of property caused by TeamCo's use or occupancy of the Arena or areas surrounding same, including, without limitation, the conduct or management of its business or activities; (ii) the breach by TeamCo of any of its warranties or representations made in this Agreement; (iii) the violation by TeamCo of any rules of the NBA; and/or (iv) any negligent acts or omissions, willful conduct, intentional misconduct of or failure to act by TeamCo during the Term.

(b) If any action or other legal proceeding shall be brought against a Manager Indemnitee or a City Indemnitee by reason of any claim, demand, loss or cause of action indemnified pursuant to this Section 19.4, TeamCo, upon notice from Manager or the City, as the case may be, shall resist and defend any such action or other legal proceeding. TeamCo's obligations to indemnify Manager and the City under this Section 19.4 shall survive the expiration or earlier termination of this Agreement. In providing such defense, TeamCo shall use counsel reasonably satisfactory to the Manager Indemnitees. In the event TeamCo does not provide a defense against any and all such claims, demands, liens, liabilities, actions or causes of action, threatened or actual, then TeamCo shall, in addition to the above, pay the Manager Indemnitees and City Indemnitees the attorneys' fees, legal expenses and costs incurred by them in providing such defense and TeamCo agrees to cooperate with the Manager Indemnitees and

the City Indemnites in such defense, including, but not limited to, the providing of affidavits and testimony upon request of the Manager Indemnites and the City Indemnites.

(c) The City shall be a third party beneficiary of this Section 19.4 and have the right to require performance on behalf of the City Indemnites.

(d) The rights and obligations set forth in this Section 19.4 shall survive the expiration or earlier termination of this Agreement.

19.5 Manager's Indemnification.

(a) Manager does hereby indemnify and agree to forever save and defend and hold harmless TeamCo, its Affiliates, and, as appropriate, their respective partners, members, shareholders, directors, officers, agents and employees (collectively, the "**Team Indemnites**") from and against any and all damages, claims, losses, demands, costs, expenses (including attorneys' fees and costs), obligations, liens, liabilities, actions and causes of action, threatened or actual, in law or in equity, of every kind and nature whatsoever, which any one or more of them may suffer or incur or which may be asserted or instituted against arising directly or indirectly from Manager's or its agent's or employees' (i) negligent acts or omissions, willful conduct, intentional misconduct or failure to act during the Term, and (ii) the breach of any of its warranties or representations made in this Agreement.

(b) If any action or other legal proceeding shall be brought against a Team Indemnitee by reason of any claim, demand, loss or cause of action indemnified pursuant to this Section 19.5, Manager, upon notice from TeamCo shall resist and defend any such action or other legal proceeding. Manager's obligations to indemnify TeamCo under this Section 19.5 shall survive the expiration or earlier termination of this Agreement. In providing such defense, Manager shall use counsel reasonably satisfactory to the Team Indemnites. In the event Manager does not provide a defense against any and all such claims, demands, liens, liabilities, actions or causes of action, threatened or actual, then Manager shall, in addition to the above, pay the Team Indemnites the attorneys' fees, legal expenses and costs incurred by them in providing such defense and Manager agrees to cooperate with the Team Indemnites in such defense, including, but not limited to, the providing of affidavits and testimony upon request of the Team Indemnites.

(c) The rights and obligations set forth in this Section 19.5 shall survive the expiration or earlier termination of this Agreement.

20. DEFAULTS AND REMEDIES.

20.1 TeamCo's Default. The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by TeamCo:

(a) If TeamCo fails to play a Home Game at the Arena during the Term unless such failure arises due to or is caused by the damage, destruction or condemnation of the Arena, Manager's default under this Agreement or any Transaction Document or by reason of a Force Majeure Event or because, due to a fire, earthquake, act of God, the elements or other casualty, Season Games cannot be played in the Arena in a safe manner reasonably convenient under the circumstances and otherwise in accordance with applicable NBA standards; or

(b) If TeamCo fails to pay any payment or any other charges required to be paid by TeamCo under this Agreement or any Transaction Document and such failure continues for 15 business days after Notice that such payment is due and payable; or

(c) If TeamCo fails to promptly and fully perform any other covenant, condition or agreement contained in this Agreement and such failure continues for 30 calendar days after Notice thereof from Manager to TeamCo (unless such failure is of a nature which cannot reasonable be cured within such 30 day period, so long as TeamCo has promptly, and in any event within such 30 day period, commenced to cure such failure and thereafter diligently prosecutes such cure to completion); or

(d) If TeamCo makes a general assignment for the benefit of creditors, or provides for an arrangement, composition, extension or adjustment with its creditors, files a voluntary petition for relief or if a petition against TeamCo in a proceeding under the federal bankruptcy laws or other insolvency laws is filed and not withdrawn, dismissed or stayed within 90 calendar days thereafter, or if under the provisions of any law providing for reorganization or winding up of corporations, any court of competent jurisdiction assumes jurisdiction, custody or control of TeamCo or any substantial part of its property and such jurisdiction, custody or control remains in full force unrelinquished, unstayed or unterminated for a period of 90 calendar days.

20.2 Manager's Default. The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by Manager:

(a) If Manager fails to pay any payment or any other charges required to be paid by Manager under this Agreement or the Transaction Documents and such failure continues for 15 business days after Notice that such payment is due and payable; or

(b) If Manager fails to promptly and fully perform any other covenant, condition or agreement contained in this Agreement or the Transaction Documents and such failure continues for 30 calendar days after Notice thereof from TeamCo to Manager (unless such failure is of a nature which cannot reasonable be cured within such 30 day period, so long as Manager has promptly, and in any event within such 30 day period, commenced to cure such failure and thereafter diligently prosecutes such cure to completion); or

(c) If Manager makes a general assignment for the benefit of creditors, or provides for an arrangement, composition, extension or adjustment with its creditors, files a voluntary petition for relief or if a petition against Manager in a proceeding under the federal bankruptcy laws or other insolvency laws is filed and not withdrawn, dismissed or stayed within 90 calendar days thereafter, or if under the provisions of any law providing for reorganization or winding up of corporations, any court of competent jurisdiction assumes jurisdiction, custody or control of Manager or any substantial part of its property and such jurisdiction, custody or control remains in full force unrelinquished, unstayed or unterminated for a period of 90 calendar days.

20.3 Manager's Remedies. In the event of TeamCo's default hereunder, the occurrence of which has been determined in a final judgment in accordance with Section 23.16 (except in the event of TeamCo's default under Section 20.2(b) due to a failure to make any VCAP Payment, in which case no such judgment pursuant to Section 23.16 shall be required), then in addition to any other rights or remedies Manager may have under this Agreement, law or in equity, subject to the notice and cure provisions of Section 20.1, Manager shall have the right, at Manager's option, to do the following:

(a) Terminate this Agreement and TeamCo's right to possess or use all parts of the Arena occupied and used by TeamCo and reenter the same and take possession thereof, and TeamCo shall have no further claim to occupy or use the Arena under this Agreement;

(b) Seek injunctive relief in accordance with Section 20.6; or

- (c) Recover damages in accordance with Section 20.4.

20.4 Scope of Damages. Should Manager elect to terminate this Agreement under the provisions of clauses (a) of Section 20.3 above, Manager may recover as damages from TeamCo any contract damages available under applicable law, including without limitation, any amount necessary to compensate Manager for all detriment proximately caused by TeamCo's failure to perform its obligations under this Agreement, or which, in the ordinary course of things, would be likely to result therefrom, including but not limited to, any costs or expenses (including attorneys' fees), incurred by Manager. Given the Parties' agreement in Section 23.23 regarding the proper characterization of this Agreement as not constituting a lease of real property, the Parties agree that the remedies of Manager or TeamCo upon a default by TeamCo or Manager shall not be limited by any provisions of the California Civil Code from time to time regarding damages available to a landlord or tenant following a termination of a lease of real property due to a tenant's or landlord's default. Neither Party shall be responsible to the other Party for any indirect, special, punitive or consequential damages incurred in connection with this Agreement and the transactions contemplated hereby (*provided* that the foregoing shall not in any event limit either Party's indemnity and reimbursement obligations to the extent any such indirect, special, punitive or consequential damages are included in any third party claim for which an Indemnified Person is entitled to indemnification pursuant to Section 19.4 or 19.5 hereof).

20.5 TeamCo's Remedies. In the event of Manager's default hereunder, the occurrence of which has been determined in a final judgment in accordance with Section 23.16, then in addition to any other rights or remedies TeamCo may have under this Agreement, law or in equity, subject to the notice and cure provisions of Section 20.2, TeamCo shall have the right, at TeamCo's option, to do the following:

(a) Terminate this Agreement (provided that in no event shall TeamCo's obligation to make the VCAP Payments be terminated pursuant to this Section 20.5 or any other provision hereunder); and/or

(b) Seek injunctive relief in accordance with Section 20.6; and/or

(c) recover as damages from Manager any contract damages available under applicable law, including without limitation, any amount necessary to compensate TeamCo for all detriment proximately caused by Manager's failure to perform its obligations under this Agreement, or which, in the ordinary course of things, would be likely to result therefrom, including but not limited to, any costs or expenses (including attorneys' fees), incurred by TeamCo.

20.6 Injunctive Relief. The Parties acknowledge and agree that (i) the NBA limits the number of NBA teams authorized to play within geographic territories, (ii) the presence of Team is essential to the economic viability of the Arena and is particularly important in preserving Manager's goodwill with purchasers of Luxury Suites, Terrace Suites and Club Seats, (iii) the Arena is unique, and TeamCo's use and Manager's maintenance and operation of the Arena in the manner described herein, is critical to TeamCo's operation of its business, and (iv) the association of Team with the Arena is of the utmost importance and value to each and that it is their intention to establish and continue such an association throughout the Term. Based upon the foregoing, each Party acknowledges and agrees that the other would suffer great and irreparable harm and damage should either Party breach its obligations hereunder, and further acknowledges and agrees that monetary compensation would not afford adequate relief to injured Party. Accordingly, in the event of a breach or threatened breach by either Party of any of its agreements or obligations hereunder, the other Party shall have the right to injunctive relief and the right to invoke any other remedy allowed under this Agreement, at law, in equity or otherwise.

21. EXCUSED PERFORMANCE; DESTRUCTION OR DAMAGE.

21.1 Excused Performance. Subject to Section 21.2, each party shall be excused from performance and shall not be considered to be in default with respect to any obligation hereunder, if and to the extent that its failure of, or delay in, performance is due to a Force Majeure Event; *provided*, that:

- (a) such party gives the other party Notice describing the particulars of the Force Majeure Event as soon as is reasonably practicable;
- (b) the suspension of performance is of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;
- (c) the party uses reasonable commercial efforts to overcome or mitigate the effects of such occurrence; and
- (d) when the party is able to resume performance of its obligations under this Agreement, such party shall give the other party Notice to that effect and shall promptly resume performance hereunder.

21.2 Extended Force Majeure Event. Notwithstanding anything to the contrary herein, if any Party is excused from performance of a material obligation hereunder by reason of a Force Majeure Event for a continuous period exceeding two years, the other Party shall be entitled to terminate this Agreement upon 30 days Notice to the excused Party.

21.3 Casualty; Manager Obligation to Repair. If, after the Commencement Date, the Arena Facilities are damaged by fire, earthquake, act of God, the elements or other casualty, Manager shall, subject to the provisions of this Section 21, repair the damage, if such repairs can, in Manager's reasonable opinion, be completed, if such casualty event occurs during the Initial Term, more than two years from the date of the casualty event, or if such casualty event occurs at any time during an Option Term, more than one year from the date of the casualty event, and the cost of repairs to restore the Arena Facilities to a level necessary for the presentation of Season Games will be covered by Manager's insurance. If Manager reasonably concludes that it is not obligated to repair the damage and that it will not elect to make repairs nonetheless as provided in Section 21.4, Manager shall promptly notify TeamCo, whereupon, this Agreement shall terminate. During the continuance of any period during which TeamCo is unable to operate at the Arena for the presentation of Season Games, all payments from TeamCo due hereunder (except the VCAP Payments) shall abate until the Arena has been restored and TeamCo has resumed playing Season Games at the Arena.

21.4 Manager Implementation of Repairs. Subject to Section 21.5, Manager may elect to repair the damage even if it is not obligated to do so under Section 21.3. In either event, this Agreement shall remain in full force and effect, except that payments as provided herein (except the VCAP Payments) shall be abated for any period that TeamCo is prevented from using the Arena for Season Games.

21.5 TeamCo Termination Right. If substantial completion (i.e., such that TeamCo will be able to resume play of Season Games in the Arena in safe manner reasonably convenient under the circumstances and otherwise in accordance with applicable NBA standards) can reasonably be expected to take, if such casualty event occurs during the Initial Term, more than two years from the date of the casualty event, or if such casualty event occurs at any time during an Option Term, more than one year from the date of the casualty event, TeamCo shall have the option to terminate this Agreement prior to or upon written notice from Manager of the commencement of the repairs (provided, after commencement

of the repairs, Manager shall diligently pursue same to substantial completion). In any event, if such repairs are not substantially complete within three years after a casualty event that occurred during the Initial Term or one and one-half years after a casualty event that occurred during any Option Period, TeamCo shall have the option to terminate this Agreement.

21.6 Responsibility for Repairs. If the Arena Facilities are to be repaired under this Section 21, Manager shall repair at its cost any such injury or damage to the Arena Facilities, except TeamCo shall be responsible at its sole cost and expense for the repair, restoration and replacement of any damage in the Exclusive Areas and of any other leasehold improvements and TeamCo's personal property. Manager shall not be liable for any loss of business, inconvenience or annoyance arising from any repair or restoration of any portion of the Arena, as a result of any damage from fire or other casualty.

21.7 Interim Period. During any period when the Arena Facilities are damaged such that Season Games cannot be presented in a safe manner reasonably convenient under the circumstances or otherwise in accordance with applicable NBA standards, Team shall be permitted to conduct Season Games elsewhere. If Team plays any of its Home Games at another arena in Southern California, TeamCo shall use commercially reasonable efforts to ensure that any obligations of Manager to holders of Luxury Suite Licenses, Terrace Suite Licenses and Club Seats are honored at such games; *provided, however* that TeamCo shall be entitled to receive any revenues derived from the sale of tickets to Season Games at such other arena.

21.8 Condemnation. In the event of the taking by any governmental authority acting under its power of eminent domain or a transfer through the threat of exercise of the power of eminent domain (a "**Taking**") of all or any part of the Arena for not more than two years, to the extent that during the such two-year period TeamCo is unable to reasonably operate at the Arena for the presentation of Season Games, all payments from TeamCo due hereunder (except the VCAP Payment) shall abate until the Arena has been restored and TeamCo has resumed playing Season Games at the Arena. In the event of a Taking of all or any part of the Arena that is permanent or for a duration in excess of two years, if as a result of such Taking TeamCo is unable to reasonably operate at the Arena for the presentation of Season Games, TeamCo shall have the option to terminate this Agreement. In the event of any Taking, each of TeamCo and Manager shall have the right to assert a claim against the applicable governmental authority to recover any and all damages incurred by it in connection with such Taking.

21.9 Inapplicability of Noncontractual Rights. This Section 21 shall be considered an express agreement governing any case of damage to or destruction of the Arena Facilities after the Commencement Date and any present or future law which purports to govern the rights of Manager and TeamCo in such circumstances in the absence of express agreement, shall have no application.

22. FINANCINGS AND ESTOPPEL CERTIFICATES

22.1 Arena Lender Agreements. Manager agrees that it shall not enter into any secured financing arrangements or other transactions causing any mortgage or deed of trust or similar encumbrance to be imposed on the Arena or its interest therein unless the holder of such mortgage, deed of trust or other encumbrance enters into (i) an Arena Lender Consent and Recognition Agreement (a "**Arena Lender Recognition Agreement**") substantially in the form attached hereto as Exhibit B, with such changes as may be reasonably requested by Arena Lender and (ii) an Assignment of Arena Lender Consent and Recognition Agreement (an "**Assignment of Arena Lender Recognition Agreement**") and, together with the Arena Lender Recognition Agreement, the "**Arena Lender Agreements**"), substantially in the form attached hereto as Exhibit C, with such changes as may be reasonably requested by Team Lender. Upon Manager's request, submitted to TeamCo together with such information regarding the proposed financing as TeamCo may reasonably request, TeamCo shall, within 15 days, enter into the

Arena Lender Agreements in the forms attached hereto, with such changes as may be reasonably requested by TeamCo.

22.2 Team Lender Agreements. Concurrently with the execution hereof, TeamCo shall cause any lender to TeamCo who has a security interest in this Agreement (“**Team Lender**”) to enter into a Team Lender Consent and Recognition Agreement (a “**Team Lender Recognition Agreement**”), substantially in the form attached hereto as Exhibit D, with such changes as may be reasonably requested by Team Lender. Upon the request of Arena Lender, TeamCo shall cause Team Lender to enter into an Assignment of Team Lender Consent and Recognition Agreement (an “**Assignment of Team Lender Recognition Agreement**” and, together with the Team Lender Recognition Agreement, the “**Team Lender Agreements**”), substantially in the form attached hereto as Exhibit E, with such changes as may be reasonably requested by Arena Lender.

22.3 TeamCo’s Execution of Estoppel Certificate. Within 20 business days after the receipt of a written request of Manager, any present or potential mortgagee(s) or transferee(s) of Manager, TeamCo shall execute and deliver to Manager and such requesting party a written statement (i) ratifying this Agreement; (ii) confirming the commencement and expiration of the Term of this Agreement; (iii) certifying that this Agreement is in full force and effect and has not been modified, assigned, supplemented or amended except by such writings as shall be stated; (iv) certifying that except as otherwise specified in the statement, all conditions and agreements to be satisfied or performed by each of the Parties have been satisfied and performed; and (v) certifying that to the best of TeamCo’s knowledge, except as otherwise specified in the statement, no party is in default under this Agreement and that there are no defenses, set-offs, recoupments or counterclaims against the enforcement of this Agreement by any Party (collectively, “**TeamCo’s Estoppel Certificate**”). In the event TeamCo fails to execute and deliver the TeamCo’s Estoppel Certificate to Manager and such requesting party within the time period required, TeamCo shall be deemed to have executed and delivered TeamCo’s Estoppel Certificate in the exact form of such TeamCo’s Estoppel Certificate forwarded to TeamCo for its execution. The delivery of TeamCo’s Estoppel Certificate by TeamCo shall not preclude TeamCo from exercising any rights and requiring any payments following an audit conducted pursuant to Section 23.18(c).

22.4 Manager’s Execution of Estoppel Certificate. Within 20 business days after Manager’s receipt of a written request of TeamCo, any present or potential lenders to, mortgagee(s) or transferee(s) of TeamCo, Manager shall execute and deliver to TeamCo and such requesting party a written statement: (i) ratifying this Agreement; (ii) confirming the commencement and expiration dates of the Term of this Agreement; (iii) certifying that TeamCo is in occupancy of the Exclusive Areas, is using the Arena Facilities in accordance with the terms hereof and that this Agreement is in full force and effect and has not been modified, assigned, supplemented or amended except by such writings as shall be stated; (iv) certifying that except as otherwise specified in the statement, all conditions and agreements to be satisfied or performed by each of the Parties have been satisfied and performed; and (v) certifying that to the best of Manager’s knowledge, except as otherwise specified in the statement, no party is in default under this Agreement and that there are no defenses, setoffs, recoupments or counterclaims against the enforcement of this Agreement by any Party (collectively, the “**Manager Estoppel Certificate**”). In the event Manager fails to execute and deliver the Manager Estoppel Certificate to TeamCo and such requesting party within the time period required, Manager shall be deemed to have executed and delivered the Manager Estoppel Certificate in the exact form of such Manager Estoppel Certificate forwarded to Manager for its execution. The delivery of the Manager Estoppel Certificate by Manager shall not preclude Manager from exercising any rights and requiring any payments following an audit conducted pursuant to Section 23.18(c).

23. MISCELLANEOUS.

23.1 Regular Meetings. Representatives from TeamCo and Manager shall meet regularly, and in any event promptly following any request by either party for a meeting, during both the course of the NBA regular season and playoffs and during the off-season in order to discuss any complaints or problems and make recommendations regarding the use of the Arena by TeamCo.

23.2 NBA Rules and Regulations. Manager shall consult with the NBA regarding the design and specifications of the Arena. Manager will comply with, all rules and regulations of the NBA governing or relating to (i) the NBA basketball court playing surface and the players' and officials' locker rooms and (ii) advertising during NBA broadcasts of Season Games. Manager will use reasonable efforts to comply with all other rules and regulations of the NBA governing or relating to basketball facilities used by the members of the NBA and to make any and all changes required to ensure such compliance; *provided, however,* that, other than the Initial Arena Upgrades, Manager shall only be obligated to make changes to the Arena to the extent that such changes are required by NBA rules and regulations uniformly applicable to other similarly situated NBA Arenas or are required due to unique characteristics of the Arena, and in either case, are funded in advance by TeamCo to the extent that the cost is in excess of the Upgrade Allowance. If TeamCo funds any such upgrades, the incremental net revenues directly attributable to such upgrades shall be paid 100% to TeamCo until the TeamCo Capex Balance attributable to such upgrades is zero and thereafter one-third of all such amounts shall be paid to TeamCo (except to the extent such upgrades are for Basketball Advertising, in which case, TeamCo shall retain 100% of such incremental net revenues).

23.3 Membership in the NBA. From the execution hereof through the expiration of the Term or earlier termination of this Agreement, TeamCo shall (i) maintain its membership in the NBA in good standing, (ii) operate Team in accordance with NBA rules (subject to TeamCo's right to contest such rules), and (iii) not do or not cause anything to be done which would cause TeamCo's NBA franchise to be lost.

23.4 Affiliate Services. If any services for which TeamCo must pay hereunder are provided by any Affiliate of Manager, such services shall be charged to TeamCo at a cost equivalent to that which would be charged by an un-affiliated third party providing such service.

23.5 Acknowledgment Regarding Collected Money. Manager acknowledges that all monies that it collects on behalf of TeamCo, including without limitation TeamCo's share of box office receipts, Ticket Agent receipts, Premium Seat revenues, and parking and concession income, are being held in trust for the benefit of TeamCo free and clear of all liens and security interests. TeamCo acknowledges that all monies that it collects on behalf of Manager, including without limitation Manager's share of Non-Premium Seat revenues, are being held in trust for the benefit of Manager free and clear of all liens and security interests.

23.6 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions and restrictions hereof shall remain in full force and effect, and shall in no way be affected, impaired or invalidated to the extent the essential purposes of the Parties can be satisfied.

23.7 Nature of Agreement. The Parties are acting as independent contractors and, as such, the Parties agree that this Agreement shall not create a partnership or joint venture.

23.8 Offset. In addition to and not in limitation of any other rights and remedies, any Party may offset amounts held for any other Party in satisfaction of any obligation or liability of such

other party (provided that such obligation or liability has been determined in a final judgment in accordance with Section 23.16) to the offsetting party under this Agreement or otherwise; *provided* that in no event may TeamCo offset against its obligations to make the VCAP Payments.

23.9 Risk of Loss. TeamCo agrees that all of its property or property of others brought or permitted by it upon the Arena by TeamCo shall be at the risk of TeamCo and that Manager shall not be liable to TeamCo for any loss or damage whatsoever caused unless caused by Manager's (or its agents', contractors' or invitees') negligence, willful misconduct or breach of this Agreement.

23.10 Remedies Not Exclusive; Waivers. Reference in this Agreement to any particular remedy shall not preclude either party from any other remedy at law or in equity. The failure of any party to seek redress for violation of, or to insist upon strict performance of, any covenant or condition of this Agreement shall not prevent a subsequent act which would have originally constituted a violation from having all the force and effect of an original violation. No provision of this Agreement shall be deemed to have been waived by any party unless specific waiver thereof by such party shall be in writing. The waiver by either Party of any breach of any term, covenant or condition of this Agreement shall not be deemed a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition. Acceptance of payments by either Party subsequent to any breach hereof shall not be deemed a waiver of any preceding breach other than the failure to pay the particular payments so accepted, regardless of such party's knowledge of any breach at the time of such acceptance of payments.

23.11 Assignment. Except for (i) collateral assignment to TeamCo's lender(s) from time to time, (ii) collateral assignment to Manager's lender(s) from time to time, (iii) assignment in connection with a sale of TeamCo to a buyer who assumes TeamCo's obligations under this Agreement, or (iv) assignment in connection with the sale by Manager of its interest in the Arena to a buyer who assumes Manager's obligations under this Agreement, neither this Agreement nor any of the rights, duties or obligations of TeamCo or Manager hereunder shall be assignable in whole or in part, whether by operation of law or otherwise, without the prior written consent of the other party (not unreasonably withheld, conditioned or delayed), and any attempted or purported assignment without first obtaining such consent shall be voidable at the option of such other party. This Agreement shall apply to and bind the permitted successors and assigns of the Parties. Upon the (x) sale by Manager of its interest in the Arena or (y) the sale by TeamCo of Team, the seller shall cause the buyer to assume, in a writing in a form reasonably acceptable to the other Party, the obligations of under this Agreement of the selling Party.

23.12 Liens. If any moneys become due from one party to another hereunder and any payment or transfer thereof is, or appears to the paying party to be, subject to Federal or other governmental licensing, withholding or other restrictive regulations, the paying party shall not be obligated to pay over or transfer said moneys unless and until such party shall have been satisfied by the receiving party that the paying party may lawfully pay over or transfer such moneys in compliance with such regulations, and subject to withholding of any such moneys if required under any such regulations.

23.13 Entire Agreement. Except for the other written agreements entered into between the Parties, any agreements, warranties or representations relative to this Agreement or the Arena between the Parties not expressly contained in this Agreement shall in no way bind either Manager or TeamCo and each expressly waives all claims for damages by reason of any statement, representation, warranty, promise or agreement, if any, not contained in this Agreement. All prior writings, negotiations, arrangements, agreements and understandings, whether written or oral, among Manager, TeamCo or their predecessors relating to the use of the Arena for Season Games are canceled and superseded hereby. This Agreement constitutes the entire agreement among the Parties relating to use of the Arena for Season

Games and the ancillary uses set forth herein, and no addition to, or modification of, any term hereof shall be effective until and unless set forth in a written instrument executed by the Parties.

23.14 Governing Law. This Agreement shall be construed under the laws of the State of California.

23.15 Construction. The language used in this Agreement shall be interpreted in accordance with its fair meaning and will be deemed to be the language chosen by the Parties to express their mutual intent. No rule of strict construction shall be applied for or against either party on account of any language purportedly drafted or provided by one Party. Whenever required by the context, any gender shall include any other gender, the singular shall include the plural and the plural shall include the singular. The words "herein," "hereof," "hereunder," and words of similar import refer to the Agreement as a whole and not to a particular section. Whenever the word "including" is used in this Agreement, it shall be deemed to mean "including, without limitation," "including but not limited to" or other words of similar import such that the items following the word "including" shall be deemed to be a list by way of illustration only and shall not be deemed to be an exhaustive list of applicable items in the context thereof.

23.16 Dispute Resolution.

(a) Disputes. Any and all disputes, claims or controversies arising out of, relating to, concerning or pertaining to the terms of this Agreement, or to a Party's asserted performance or failure of performance under this Agreement ("**Dispute**"), which Dispute the Parties have been unable to resolve by informal methods after undertaking a good faith effort to do so, shall first be submitted to an informal dispute resolution under the procedure described in Section 23.16(b) below; if the matter is not resolved through such procedures, it shall be referred for final and binding arbitration under the procedures described in Section 23.16(c); *provided, however* that, this section shall not preclude the Parties from commencing an action for injunctive relief in the courts if they have been unable to resolve such dispute in the manner set forth in Section 23.16(b).

(b) Informal Resolution. Any unresolved Disputes shall initially be referred to the Parties' senior management for resolution. Such executives or their respective designees shall meet at least once, and shall negotiate in a commercially reasonable manner for a period of 20 days in an effort to resolve the Dispute. In order to commence such 20 day period, any request for a meeting pursuant to this Section 23.16(b) must articulate the Dispute and state clearly that the meeting is being requested pursuant to this Section 23.16(b). Neither Party shall seek to commence any litigation or arbitration proceeding without first satisfying this Section 23.16(b), and any failure of a Party to do so shall constitute a sufficient basis for termination without prejudice of any proceeding so attempted.

(c) Arbitration. Either Party may initiate binding arbitration with respect to the Dispute at any time following the unsuccessful conclusion of the informal resolution provided for in Section 23.16(b) by submitting the Dispute to arbitration in accordance with the CPR Rules for Non-Administered Arbitration then currently in effect, by a sole arbitrator. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. Any arbitration proceedings hereunder shall take place in Los Angeles County, California. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

(d) Consent to Jurisdiction. To the extent a Party is permitted to commence an action or any other legal proceeding in the courts pursuant to Section 23.16(a), the Parties agree that any such action by or against any Party (or its Affiliates or permitted assignees) with respect to or arising out of this Agreement shall be brought exclusively in the United States District Court for the Central District

of California or the courts of the State of California, in the County of Los Angeles. By execution and delivery of this Agreement, each Party (for itself, its Affiliates and its designees) irrevocably and unconditionally consents and submits to the exclusive jurisdiction of such courts and the appellate courts therefrom, and waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding. The Parties irrevocably consent to the service of process in any such action or proceeding by hand delivery of copies thereof or by the mailing of copies thereof by registered or certified mail, first class postage prepaid to the addresses set forth in Section 23.16(d).

(e) Waiver of Jury Trial. In all cases, each of the Party hereto irrevocably waives its right to a jury trial with respect to any and all actions, claims and disputes in connection with this Agreement or the transactions contemplated hereby.

(f) Limitation of Liability. None of TeamCo's partners, members, shareholders, Affiliates, officers, directors, principals, employees, beneficiaries, agents (disclosed and undisclosed), or any persons or entities directly or indirectly comprising TeamCo (or the officers, directors, employees, beneficiaries, agents and direct and indirect beneficial owners thereof), shall have any personal liability for any failure by TeamCo to perform any term, covenant or condition of this Agreement. None of Manager's partners, members, shareholders, Affiliates, officers, directors, principals, employees, beneficiaries, agents (disclosed and undisclosed), or any persons or entities directly or indirectly comprising Manager (and the officers, directors, employees, beneficiaries, agents and direct and indirect beneficial owners thereof), shall have any personal liability for any failure by Manager to perform any term, covenant or condition of this Agreement.

23.17 Notices. Any notice required to be given under this Agreement shall be in writing, and all notices shall be given by personal delivery or overnight courier. Any notice given shall be deemed to have been given when personally delivered, or if by reputable overnight courier, one business day after sent. No notice shall be given by facsimile or through electronic mail. As of the date hereof, the addresses of the Parties shall be:

If to TeamCo:

Attn: _____

with a copy to (which shall not constitute notice or service of process):

Attn: _____

If to Manager:

Anaheim Arena Management, LLC
2695 East Katella Avenue
Anaheim, CA 92806
Attn: Tim Ryan, Chief Executive Officer

with a copy to (which shall not constitute notice or service of process):

H & S Ventures, LLC
2101 E. Coast Highway, Third Floor
Corona del Mar, CA 92625
Attn: Michael Schulman, Managing Director

23.18 Financial Reports.

(a) Books and Records. Each of TeamCo and Manager shall keep at its offices in the continental United States complete, true and accurate books of account, records and contracts including sales, revenues, costs and expenses containing complete information as to the matters required to be included in the statements to be furnished to Manager and TeamCo, as the case may be, under this Agreement. The books, records and contracts required under this Agreement to be kept shall not be destroyed for a period of three years following the expiration of the year for which such books of accounts, records and contracts are kept and shall be kept in accordance with generally accepted accounting principles consistently applied.

(b) Audit Rights. At its option, but no more than twice each year, either Manager or TeamCo may, at any reasonable time during the Term, upon reasonable prior Notice and for a period of two full Contract Years after the expiration or earlier termination of this Agreement, cause a complete audit during regular business hours of the other's books and records relating to the Arena for any of the immediately three preceding Contract Years. If such audit shall disclose a liability for amounts owing to the auditing party for any such year which is in excess of any amount actually paid by the audited party during the period in which such amounts owing to the auditing party is being calculated, then the audited party shall forthwith pay to the auditing party the amount of such liability together with interest thereon at 2% points above the Prime Rate, from the date payment was originally due to the date of actual payment, and if such audit discloses an understatement by the audited party of payments or such other amounts owing to the auditing party in such period in excess of 3%, then the audited party shall promptly pay to the auditing party the cost of said audit unless the audited party can conclusively demonstrate that such error was inadvertent. If such audit shall disclose an overpayment to the auditing party, then the auditing party shall forthwith pay to the audited party the amount of such overpayment together with interest at the Prime Rate.

23.19 Further Assurances. Subject to the terms and conditions of this Agreement, each party will use all reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable under applicable law to consummate the transactions contemplated by this Agreement. The Parties agree to execute and deliver such other documents, certificates, agreements and other writings and to take such other actions as may be reasonably necessary or desirable in order to consummate or implement expeditiously the transactions contemplated by this Agreement.

23.20 Consents Not Delayed. Any request, consent or waiver that, pursuant to the terms of this Agreement, is not to be unreasonably withheld by any Party, shall also not unreasonably be delayed or conditioned by such party.

23.21 Legal Fees. In the event any legal action is taken under this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, cost of suit and all other costs reasonably related to enforcement of its rights under this Agreement.

23.22 Expenses. Except as otherwise provided herein, all costs and expenses incurred in connection with this Agreement shall be paid by the party incurring such costs and expenses.

23.23 Intention of Parties. The Parties hereby intend that the use and possession of the Arena by TeamCo does not create a leasehold estate and that this Agreement does not constitute a real property lease for purposes of state or federal law, including without limitation, Section 502(b)(6) of United States Bankruptcy Code.

23.24 No Third Party Beneficiaries. Except as expressly provided in this Agreement and other than Arena Lender or Team Lender, no person other than the Parties shall have any right, benefit or obligation under this Agreement as a third party beneficiary or otherwise.

23.25 Confidentiality. Each Party will use reasonable efforts to treat as confidential all confidential information provided by the other Parties pursuant to this Agreement in accordance with the Confidentiality Agreement.

23.26 Counterparts; Effectiveness. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each Party shall have received a counterpart hereof signed by the other Party.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the day and year first above written.

_____,
a _____

By: _____

ANAHEIM ARENA MANAGEMENT, LLC,
a California limited liability company

By: _____

Annex A

Defined Terms

“**Additional Insured**” has the meaning set forth in Section 19.1(a).

“**Affiliate**” means, with respect to a Person, any other Person that, directly or indirectly through one or more intermediaries, Controls, is Controlled by or is under common Control with such first Person.

“**Allowable Capex**” means, with respect to any particular project, the actual out-of-pocket costs incurred from time to time by Manager to develop, construct, equip, improve or renovate such project, which amounts shall not include any internal overhead allocation or development fee; *provided* that if the budget for such project was required by the terms of this Agreement to be developed by Manager In Consultation With TeamCo, if the actual out-of-pocket costs incurred to develop, construct, equip, improve or renovate such project exceed the amounts so budgeted by in excess of 10%, Manager shall prepare a revised budget for such project In Consultation With TeamCo.

“**Applicable Taxes**” means, with respect to any revenues, all applicable taxes, assessments or fees required by law to be paid in connection with such revenues, excluding (i) any income taxes and (ii) any assessments that are the equivalent of the repayment of a bona fide loan made by a governmental agency for the development or improvement of the Arena.

“**Application Date**” means April 1, 2011.

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

“**Arena Facilities**” means the Game Day Facilities and the Exclusive Areas.

“**Arena Lender**” means an entity that provides debt financing, in the form of bonds, a bank loan or otherwise to Manager, City or their Affiliates for working capital and for the development, construction, improvement, management or ownership of the Arena or components thereof.

“**Available Dates**” has the meaning set forth in Section 6.2.

“**Base Amount**” has the meaning set forth in Section 8.1.

“**Bunker Club**” has the meaning set forth in Section 5.7.

“**City**” means the City of Anaheim, California, a municipal corporation.

“**City Indemnitees**” has the meaning set forth in Section 19.4.

“**Club Capex**” means Allowable Capex with respect to the Bunker Club or the Grand Terrace.

“**Club Capex Balance**” means the amount at any given time of Club Capex that Manager has not yet been repaid taking into account a capital cost of Prime Rate + 1% per annum on the unrecovered balance from time to time.

“**Club Seat**” means one of the approximately 1,715 seats in the Arena designated as such on Exhibit A.

“Club Seat Package” means any seat package whereby the purchaser thereof is entitled to attend all Season Games (excluding tickets for playoff games, but including a right to purchase playoff tickets), Hockey Club Season Games (excluding tickets for playoff games, but including a right to purchase playoff tickets) and all Club Seat Package Events, along with such other amenities as Manager may from time to time determine but in any event Club Seat Packages shall include the amenities described in Section 5.2(b). Club Seat Packages may be sold on a full season basis (or remaining portion thereof) or in “mini-packages” of an equal number of at least five Season Games (other than playoff games) and five Hockey Club Season Games (other than playoff games); *provided* that TeamCo shall have exclusive control over the selection of which Season Games are include in such “mini-packages”. A Club Seat Package may also, as Manager may from time to time determine, entitle the holder thereof to attend other events in the Arena.

“Club Seat Package Events” means each sporting event or entertainment event held or performed at the Arena to which tickets for admission are offered for sale to the general public, including, without limitation, Season Games (excluding playoff games) and Hockey Club Season Games (excluding playoff games), all concert performances, all sports and entertainment spectacles, and all family shows, but excluding the following: (i) events to which tickets for admission are not offered for sale to the general public by either TeamCo, HockeyCo, Manager or any assignee or agent thereof, including, without limitation, and solely by way of example, graduations, religious meetings, political conventions, and benefit performances offered to the public, (ii) “awards” events of any type, (iii) any events held in the parking lots surrounding the Arena, (iv) all repeat and continued performances for those events designated by Manager from time to time, (v) NCAA basketball post season competition, and (vi) HockeyCo and TeamCo playoff games.

“Club Seat Revenue” means, for any period (i) all revenues received by Manager during such period from the sale of Club Seat Packages (including, for the avoidance of doubt, the Club Seat Tickets attributable to such Club Seat Packages), *plus* (ii) all revenues received by Manager from the sale of all Club Seats for Season Games and Hockey Club Home Games and all other events at the Arena, which Club Seats were not sold as part of a Club Seat Package (including, for the avoidance of doubt, the Club Seat Tickets attributable to such Club Seats for such events), net of the following costs (which costs shall not exceed the amounts set forth on the Premium Seat Marketing Plan) (A) Facility Fees and Applicable Taxes included with such revenues, (B) Premium Seat Admin Costs and Premium Seat Fulfillment Costs, in each case as reasonably allocated to the Club Seats, (C) all Deemed Parking Revenue attributable to Club Seat Packages and (D) the cost to Manager of any programs of Team or Hockey Club (charged on the same basis as Team’s or Hockey Club’s cost to produce such program) which are provided with Club Seat Packages. If Hockey Club is under contract to play at the Arena, but does not play all or some of its scheduled home games at the Arena during any particular NHL Season, any cash refunds that Manager actually pays to holders of Club Seat Packages in respect of such unplayed games shall not be deducted from gross revenues in calculating Club Seat Revenue.

“Club Seat Share” means one-third of the Club Seat Revenue; *provided, however*, that during any NHL season in which there is no NHL team under contract to play at the Arena or to the extent any Club Seat Packages are sold without games of Hockey Club or any other NHL team, Manager shall pay TeamCo an amount equal to 50% of the Club Seat Revenue (calculated after deducting from Club Seat Revenue any cash refunds actually paid by Manager to Club Seat holders on account of the absence of an NHL team from the Arena).

“Club Seat Tickets” means any tickets, including without limitation Team Club Seat Tickets and tickets to Hockey Club Season Games, which are sold or otherwise provided to Manager for use as part of a Club Seat Package and entitle the holder thereof to attend an event in the Arena.

“Commencement Date” has the meaning set forth in the introductory paragraph of this Agreement.

“Concession Agreement” means whatever agreement(s) Manager has in place with a concessionaire from time to time for the provision and sales of food and beverage in the Arena for all events; provided, however, if the concessionaire is Manager, an Affiliate of Manager or a Samuelli Related Party, such concessionaire agreement shall be on commercially reasonable terms at fees and costs equivalent to the fees and costs that would be paid or incurred if such agreement were with an unaffiliated party. As of the Effective Date, the Concession Agreement is that certain Concession Agreement dated as of June 14, 2010, by and between Manager and Aramark Entertainment, LLC, a Delaware limited liability company, a copy of which agreement has been provided to TeamCo.

“Confidentiality Agreement” means that certain Confidentiality Agreement between TeamCo and Manager dated as of [____].

“Contract Year” means the period commencing July 1 of one year and ending on June 30 of the following year.

“Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by contract or otherwise. The term “Control”, when used as a verb in the referenced clauses, shall have a correlative meaning.

“Deemed Parking Revenue” means the value, based on prices generally charged for parking at the Arena, of any parking passes issued to Luxury Suite or Club Seat holders at no additional cost as part of their Luxury Suite, Terrace Suite or Club Seat packages.

“Eligible Charitable Organizations” means any bona fide organization that is tax-exempt under section 501(c)(3) of the Internal Revenue Code (or successor provision), and is not an Affiliate of TeamCo nor an Affiliate of a sponsor of TeamCo.

“Exclusive Areas” has the meaning set forth in Section 4.2.

“Existing Luxury Suite Licenses” has the meaning set forth in Section 5.1(e).

“Facility Fee” means the additional fee charged on all tickets for all Home Games, as such fee may be increased from time to time. The initial Facility Fee shall be (a) \$1.75 per ticket with face value less than \$25.00, and (b) \$3.50 per ticket with initial face value \$25.00 or higher.

“Facility Fee Share” means 50% of the Facility Fee.

“Fiscal Year” means the fiscal year of Manager beginning on July 1 of each year and ending on June 30 of the following year.

“Floor Seats” has the meaning set forth in Section 5.5.

“Food Service” means (i) waiter/waitress service or (ii) automated order service whereby fans place orders from their seats, Terrace Suites or Luxury Suites and receive food and beverages delivered directly to the seat.

“Force Majeure Event” shall mean any cause beyond the reasonable control and not due to the willful misconduct of the party affected, and which could not have been avoided by due diligence and use of commercially reasonable efforts, including without limitation drought, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance, sabotage, explosions, equipment failure, pipe breaks, strikes, lock-outs or labor disputes, the existence of hazardous waste, unforeseen subsurface conditions, orders or judgments of any governmental entity, the absence, suspension, termination, interruption, denial or failure of renewal of any entitlements, applicable permits or any changes in law. Force Majeure Events, where applicable, include the failure of any subcontractor of the Manager to furnish labor, services, materials or equipment in accordance with its contractual obligations, provided such failure is itself due to a Force Majeure Event.

“Game Day Facilities” means those portions of the Arena (other than the Exclusive Areas) reasonably necessary, appropriate or desirable for the proper presentation of each Season Game and shall not include any areas of the Arena which have been designated as exclusive areas for Manager or HockeyCo; *provided, however*, that areas necessary, appropriate or desirable for the presentation of Season Games shall not be designated as exclusive areas for Manager or HockeyCo.

“Grand Terrace” has the meaning set forth in Section 5.7.

“Gross Non-Premium Receipts” has the meaning set forth in Section 8.1.

“Hockey Club” means the NHL hockey team, if any, that plays its home games in the Arena or any replacement NHL team, which team as of the date of this Agreement is The Anaheim Ducks.

“Hockey Club Season Games” means all games, including pre-season games, regular season and playoff games, played by Hockey Club in the Arena during the NHL Season.

“Hockey Venue Contract” means the Venue Contract, dated as of [], by and between Manager and Anaheim Ducks Hockey Club, LLC, as may be amended from time to time.

“HockeyCo” means the owner of the Hockey Club from time to time, presently Anaheim Ducks Hockey Club, LLC, a California limited liability company.

“Home Games” means all games, including playoff games, played where Team is designated as the “home team,” other than (i) pre-season games and other exhibition games, (ii) extra (non-playoff) games played at neutral arenas designated by the NBA in accordance with its generally applicable rules and procedures relating to neutral site games and (iii) up to one (unless Manager and TeamCo agree to more in their reasonable discretion) regular season game played at a neutral arena designated by the NBA.

“Honda” has the meaning set forth in Section 10.1.

“Honda Agreement” has the meaning set forth in Section 10.1.

“In Consultation With” means on an annual basis (on or before July 1 of each year) or such other times as indicated by the context, Manager shall submit to TeamCo, as applicable and as the context so requires, a budget, plans, staffing levels and/or other operational descriptions for the applicable revenue, expense items, development project or Arena operation. Within 10 days after TeamCo has received such submission, TeamCo shall review and either approve or provide objections to such submission. Manager shall submit a revised submission to TeamCo within 10 days after receipt of TeamCo’s objections. If TeamCo has any further objections or comments to such revised submission, then within 10 days after TeamCo’s receipt of such submission as so revised, Manager and TeamCo shall

confer, in good faith, as needed to review and complete such submission, so that by the end of such period, such submission is finalized and mutually acceptable to both Parties. If the Parties are unable to reach mutual agreement as to such submission (or any portion thereof), Manager shall have the right to prepare the final submission for such items as determined by Manager in its good faith, reasonable discretion and as Manager reasonably believes to be in the mutual interests of all of TeamCo, Hockey Club and Manager.

“**Initial Term**” has the meaning set forth in Section 2.1.

“**Kiosk**” has the meaning set forth in Section 9.1(f).

“**Lockout Escrow Account**” has the meaning set forth in Section 12.2(f).

“**Lockout Escrow Amount**” has the meaning set forth in Section 12.2(f).

“**Luxury Suite**” means a private box or suite in the Arena constructed and operated to provide the holders thereof with premium service and amenities, the configuration of which as of the Effective Date is as shown on Exhibit A.

“**Luxury Suite License**” means any license or similar right pursuant to which the holder thereof has a right to use a Luxury Suite for a specified period of time and/or to purchase tickets for use in such Luxury Suite, as distinct from the right to attend events as evidenced by Luxury Suite Tickets.

“**Luxury Suite License Events**” means each sporting event or entertainment event held or performed at the Arena to which tickets for admission are offered for sale to the general public, including, without limitation, Season Games and Hockey Club Season Games, all concert performances, all sports and entertainment spectacles, and all family shows, but excluding the following: (i) events to which tickets for admission are not offered for sale to the general public by either TeamCo, HockeyCo, Manager or any assignee or agent thereof, including, without limitation, and solely by way of example, graduations, religious meetings, political conventions, and benefit performances offered to the public, (ii) “awards” events of any type, and (iii) any events held in the parking lots surrounding the Arena.

“**Luxury Suite NBA Increment**” means, for any period, as to any Luxury Suite subject to an Existing Luxury Suite License, solely for the duration of the existing term of such Existing Luxury Suite License, the additional revenue (net of (A) Facility Fees and Applicable Taxes included with such revenues, (B) Premium Seat Admin Costs and Premium Seat Fulfillment Costs, in each case as reasonably allocated to the Luxury Suites for Season Games, (C) all Deemed Parking Revenue for Season Games attributable to such Luxury Suites and (D) the cost to Manager of any programs of Team (charged on the same basis as Team) which are provided with such Existing Luxury Suite Licenses) received by Manager during such period from the sale of the right to include the Season Games in the definition of “Events” in such Existing Luxury Suite License (including, for the avoidance of doubt, the Luxury Suite Tickets attributable to such Luxury Suite Licenses); *provided* that the sale of such rights to any Person other than the holder of the Existing Luxury Suite License shall be at Manager’s sole and absolute discretion. For the avoidance of doubt, (i) if any Holder of an Existing Luxury Suite License requested a relocation to a different suite after the Application Date, the resulting or amended Luxury Suite License shall not be treated as an “Existing Luxury Suite License” and shall instead be treated as a Luxury Suite License entered into after the Application Date for purposes of calculating the “Luxury Suite NBA Increment,” “Luxury Suite Revenue,” or “Luxury Suite Share,” and (ii) if an Existing Luxury Suite License is or was extended after the Application Date, the revenues with respect to the extended term shall be treated as “Luxury Suite Revenue.”

“Luxury Suite Revenue” means, for any period, all revenues received by Manager during such period from the sale of Luxury Suite Licenses and any other rights to use the Luxury Suites for any events held at the Arena (including, for the avoidance of doubt, the Luxury Suite Tickets attributable to such Luxury Suite Licenses and other events) net of (A) Facility Fees and Applicable Taxes included with such revenues, (B) Premium Seat Admin Costs and Premium Seat Fulfillment Costs, in each case as reasonably allocated to the Luxury Suites, (C) all Deemed Parking Revenue attributable to Luxury Suites and (D) the cost to Manager of any programs of Team or Hockey Club (charged on the same basis as Team) which are provided with Luxury Suite Licenses. If Hockey Club is under contract to play at the Arena, but does not play all or some of its scheduled home games at the Arena during any particular NHL season, any refunds that Manager pays to holders of Luxury Suites in respect of such unplayed games shall not be deducted from gross revenues in calculating Luxury Suite Revenue. For avoidance of doubt, Luxury Suite Revenue does not include the Luxury Suite NBA Increment for any Luxury Suite. For the avoidance of doubt, sales of the use of a Luxury Suite (and related Luxury Suite Tickets) on a single-event basis shall be included in “Luxury Suite Revenue” but shall be settled pursuant to Section 12.2(b), rather than Section 12.2(a).

“Luxury Suite Share” means, either, as applicable (a) as to those Luxury Suites for which there is a Luxury Suite NBA Increment, 100% of the Luxury Suite NBA Increment for such Luxury Suites, or (b) as to all other Luxury Suites, one-third of the Luxury Suite Revenue attributable to such Luxury Suites; *provided, however*, that during any NHL Season in which there is no NHL team under contract to play at the Arena or to the extent any Luxury Suites are sold without games of Hockey Club or any other NHL team, Manager shall pay TeamCo an amount equal to 50% of the Luxury Suite Revenue (calculated after deducting from Luxury Suite Revenue any cash refunds actually paid by Manager to holders of Luxury Suite Licenses on account of the absence of an NHL team from the Arena).

“Luxury Suite Tickets” means any tickets, including without limitation Team Suite Tickets, which are sold or otherwise provided to persons using Luxury Suites and entitle the holder thereof to attend an event in the Arena.

“Manager” means Anaheim Arena Management, LLC, a California limited liability company and its successors and assigns.

“Manager Estoppel Certificate” has the meaning set forth in Section 22.4.

“Manager Indemnitees” has the meaning set forth in Section 19.4(a).

“Naming Rights Agreement” means, as of the Effective Date, the Honda Agreement and, upon the effective date of any future agreement granting naming rights to the Arena, such agreement.

“Naming Rights NBA Increment” has the meaning set forth in Section 10.1.

“Naming Rights Sponsor” means the entity to whom Manager licenses the naming rights to the Arena.

“NBA” means the National Basketball Association and its successors and assigns.

“NBA Season” means the period of time during which the NBA plays its pre-season, regular season and playoff games.

“Net Access Fee” means all revenues received by Manager to provide certain amenities, including access to one or more private clubs or restaurants in the Arena (other than the Bunker Club or

Grand Terrace), to holders of certain Non-Premium Seats (which amount shall be calculated separate from the ticket price paid by such holders) net of (A) Applicable Taxes included with such revenues, and (B) the reasonable marketing and administrative costs associated with the applicable private club or restaurant access, including commissions and other selling expenses, promotional, advertising, credit card charges, printing and mailing expenses related to the sale of the applicable private club or restaurant access; *provided, however*, that any commissions or other expenses paid to an Affiliate of Manager shall be on arm's length, fair market terms.

"Net Club Membership Fee" means all revenues received by Manager as membership or admission fees to the Bunker Club or Grand Terrace, net of (A) Applicable Taxes included with such revenues, and (B) the reasonable marketing and administrative costs associated with the applicable private club or restaurant access, including commissions and other selling expenses, promotional, advertising, credit card charges, printing and mailing expenses related to the sale of the applicable private club or restaurant access; *provided, however*, that any commissions or other expenses paid to an Affiliate of Manager shall be on arm's length, fair market terms.

"Net Food and Beverage Income" means any net amounts paid to Manager by any food concessionaire in respect of sales of food and beverage in the Arena or any food and beverage area directly attached to the Arena pursuant to the Concession Agreement to the extent such amounts are attributable to Season Games (i.e., occurring during the Season Game Interval) and calculated on a per-game basis (provided, if Manager receives any discounts, allowances, rebates, up-front payments, back-end payments, earn-outs or other refunds from the concessionaire or under the terms of the Concession Agreement, such amounts shall be equitably allocated among TeamCo, HockeyCo and Manager).

"Net Parking Income" means (A) gross receipts (including Deemed Parking Revenue) received by Manager or Parking Operator, as the case may be, for vehicle parking, to the extent such receipts are attributable to vehicle parking for Season Games (as opposed to other events or activities on or adjacent to the site of the Arena), *less* (B) any Applicable Taxes included in such receipts and any expenses paid or incurred by Manager or Parking Operator attributable to such parking. The expenses included in the foregoing calculation shall consist of clean-up expenses, direct labor costs and costs of leasing parking facilities from third parties un-Affiliated with Manager. If it is necessary to allocate parking receipts between parking for Season Games and parking for other events or activities on or adjacent to the site of the Arena, such allocation shall be based on a mutually agreed method of calculating the number of cars parked for Season Games versus the number of cars parked for such other activities.

"Net Revenues" means, with respect to any period and any agreement with a sponsor (including the Naming Rights Sponsor), the total amounts paid by such sponsor to Manager retained for Manager's account (ignoring any sharing as required by this Agreement) in such period minus the sum of (A) Applicable Taxes relating to such agreement for such period, (B) all reasonably attributable fulfillment costs incurred by Manager relating to such agreement for such period and (C) Sponsorship Admin Costs incurred by Manager for such period.

"NHL" means the National Hockey League and its successors and assigns.

"NHL Season" means the period of time during which the NHL plays its pre-season, regular season and playoff games.

"Non-Premium Seats" means all seats in the Arena as configured for basketball, including Floor Seats but excluding Premium Seats.

"Notice" means a notice given in accordance with the terms of this Agreement.

“Option Term” has the meaning set forth in Section 2.2.

“Original Honda Agreement” has the meaning set forth in Section 10.1.

“Parking Operator” means anyone to whom Manager has contracted the right to operate vehicle parking at and/or in the area of the Arena during Season Games in its capacity as such.

“Party” and **“Parties”** have the meanings set forth in the introductory paragraph of this Agreement.

“Per-Game Charge” has the meaning set forth in Section 8.1.

“Playoff Dates” has the meaning set forth in Section 6.3.

“Premium Seat Admin Costs” means the reasonable marketing and administrative costs associated with the Premium Seats, including commissions and other selling expenses, promotional, advertising, credit card charges, printing and mailing expenses related to the sale of Premium Seats; *provided, however*, that any commissions or other expenses paid to an Affiliate of Manager shall be on arm’s length, fair market terms.

“Premium Seat Fulfillment Costs” means, for any Fiscal Year, the aggregate payments by Manager to third-parties not Affiliated with Manager for concerts and other events that are included in the Club Seat, Luxury Suite or Terrace Suite packages; *provided, however*, that unless otherwise consented to in writing by TeamCo, Premium Seat Fulfillment Costs in any Fiscal Year shall not exceed an amount equal to 10% of Premium Seat Revenue (Adjusted Gross) for such Fiscal Year.

“Premium Seat Marketing Plan” has the meaning set forth in Section 5.1(e).

“Premium Seat Revenue (Adjusted Gross)” means, for any Fiscal Year, the sum of Luxury Suite Revenue, Terrace Suite Revenue, Club Seat Revenue, Premium Seat Admin Costs and Premium Seat Fulfillment Costs for such Fiscal Year.

“Premium Seats” means Luxury Suites, Terrace Suites and Club Seats, and does not include Floor Seats.

“Price Index” means the Consumer Price Index for All Urban Consumers as published by the United States Department of Labor, Bureau of Labor Statistics for the Los Angeles Metropolitan Area, All Items (1982-1984=100), or a successor to such index, or, in the event that such index is no longer reported, another index that is in general use and is comparable in purpose.

“Prime Rate” means the per annum rate of interest publicly announced from time to time by the Bank of America, NT & SA, or any successor thereof, as its prime rate or reference rate. Any change in the Prime Rate shall take effect at the opening of business on the day specified in the public announcement of such change.

“Programs” has the meaning set forth in Section 9.1(a).

“Sales Commission” has the meaning set forth in Section 5.1(f).

“Samueli Related Party” means (i) Henry Samueli, (ii) Susan Samueli, (iii) all lineal descendants of Henry Samueli or Susan Samueli and all spouses and adopted children of Henry Samueli

or Susan Samuelli and such descendants; (iv) all trusts for the benefit of any person described in clauses (i), (ii) or (iii) and trustees of such trusts; (v) all legal representatives of any person or trust described in clauses (i) through (iv); and (vi) all partnerships, corporations, limited liability companies or other entities Controlling, Controlled by or under common Control with Henry Samuelli, Susan Samuelli or any person, trust or other entity described in clauses (iii), (iv) or (v).

“**Season Game Interval**” means for any Season Game, the period beginning two hours prior to the time when the Arena opens its doors for the general admission of fans for each Season Game and terminating three hours after the time when the fans are required to leave the Arena following the conclusion of such game or any post-game event as permitted in the Agreement; *provided* that the Season Game Interval may be commence later or conclude earlier in accordance with the operation of Section 7.2(c) hereof.

“**Season Games**” means Home Games plus all Team pre-season games that are played in the Arena during the NBA pre-season.

“**Sponsorship Admin Costs**” means the reasonable marketing and administrative costs associated with sponsorships, including commissions and other selling expenses, promotional, advertising, credit card charges, printing and mailing expenses; provided, however, that any commissions or other expenses paid to an Affiliate of Manager shall be on arm’s length, fair market terms.

“**Sports Package**” has the meaning set forth in Section 5.2(d).

“**Sports Package Seating**” has the meaning set forth in Section 5.2(a).

“**Team**” has the meaning set forth in the Recitals any successors or assigns.

“**Team Club Seat Tickets**” means Club Seat Tickets for Season Games.

“**Team Indemnitees**” has the meaning set forth in Section 19.5(a).

“**Team Merchandise**” has the meaning set forth in Section 9.1(a).

“**Team Suite Tickets**” means Luxury Suite Tickets for Season Games.

“**Team Terrace Suite Tickets**” means Terrace Suite Tickets for Season Games.

“**TeamCo**” means _____, a _____, and its successors and assigns.

“**TeamCo Allowable Capex**” means, with respect to any particular project funded by TeamCo pursuant to Section 23.2, the actual out-of-pocket costs incurred from time to time by TeamCo to develop, construct, equip, improve or renovate such project, which amounts shall not include any internal overhead allocation or development fee.

“**TeamCo Capex Balance**” means the amount at any given time of TeamCo Allowable Capex that TeamCo has not yet been repaid taking into account a capital cost of Prime Rate + 1% per annum on the unrecovered balance from time to time

“**TeamCo’s Estoppel Certificate**” has the meaning set forth in Section 22.3.

“**Term**” has the meaning set forth in Section 2.1.

“**Termination Date**” has the meaning set forth in Section 2.3.

“**Termination Fee**” has the meaning set forth in Section 2.3.

“**Terrace Suite**” means a box or boxes on the 400 level of the Arena constructed and operated to provide the holders thereof with premium service and amenities, in a configuration to be mutually agreed between Manager and TeamCo.

“**Terrace Suite Capex**” means Allowable Capex with respect to the Terrace Suites.

“**Terrace Suite Capex Balance**” means the amount at any given time of Terrace Suite Capex that Manager has not yet been repaid taking into account a capital cost of Prime Rate + 1% per annum on the unrecovered balance from time to time.

“**Terrace Suite License**” means any license or similar right pursuant to which the holder thereof has a right to use a Terrace Suite for a specified period of time and/or to purchase tickets for use in such Terrace Suite, as distinct from the right to attend events as evidenced by Terrace Suite Tickets.

“**Terrace Suite License Events**” means all Season Games and Hockey Club Season Games and all other events Manager decides from time to time in its sole discretion to include in the Terrace Suite Licenses.

“**Terrace Suite Revenue**” means, for any period, all revenues received by Manager during such period from the sale of Terrace Suite Licenses and any other rights to use the Luxury Suites for any events held at the Arena (including, for the avoidance of doubt, the Terrace Suite Tickets attributable to such Terrace Suite Licenses and other events) net of (A) Facility Fees and Applicable Taxes included with such revenues, (B) Premium Seat Admin Costs and Premium Seat Fulfillment Costs, in each case as reasonably allocated to the Terrace Suites, (C) all Deemed Parking Revenue attributable to Terrace Suites and (D) the cost to Manager of any programs of Team or Hockey Club (charged on the same basis as Team) which are provided with Terrace Suite Licenses. If Hockey Club is under contract to play at the Arena, but does not play all or some of its scheduled home games at the Arena during any particular NHL season, any refunds that Manager pays to holders of Terrace Suites in respect of such unplayed games shall not be deducted from gross revenues in calculating Terrace Suite Revenue. For the avoidance of doubt, sales of the use of a Terrace Suite (and related Terrace Suite Tickets) on a single-event basis shall be included in “Terrace Suite Revenue” but shall be settled pursuant to Section 12.2(b), rather than Section 12.2(a).

“**Terrace Suite Share**” means one-third of the Terrace Suite Revenue that is not applied to the Terrace Suite Capex Balance; *provided, however*, that during any NHL Season in which there is no NHL team under contract to play at the Arena or to the extent any Terrace Suites are sold without games of Hockey Club or any other NHL team, Manager shall pay TeamCo an amount equal to 50% of the Terrace Suite Revenue (calculated after deducting from Terrace Suite Revenue any cash refunds actually paid by Manager to holders of Terrace Suite Licenses on account of the absence of an NHL team from the Arena).

“**Terrace Suite Tickets**” means any tickets, including without limitation Team Suite Tickets, which are sold or otherwise provided to persons using Terrace Suites and entitle the holder thereof to attend an event in the Arena.

“Ticket Agent” means any major ticket agent selected by the Parties from time to time in accordance with Section 11.1 who is granted rights to sell Non-Premium Tickets to all or substantially all Season Games and concerts and other events at the Arena. As of the Effective Date, the Ticket Agent is Ticketmaster.

“Traded Tickets” has the meaning set forth in Section 8.1.

“Upgrade Allowance” means \$10,000,000.

“VCAP Advance” has the meaning set forth in Section 8.5.

“VCAP Financing Agreement” means that certain VCAP Financing Agreement, dated as of March __, 2011, by and among TeamCo, _____ and Manager.

“VCAP Payments” has the meaning set forth in Section 8.5.

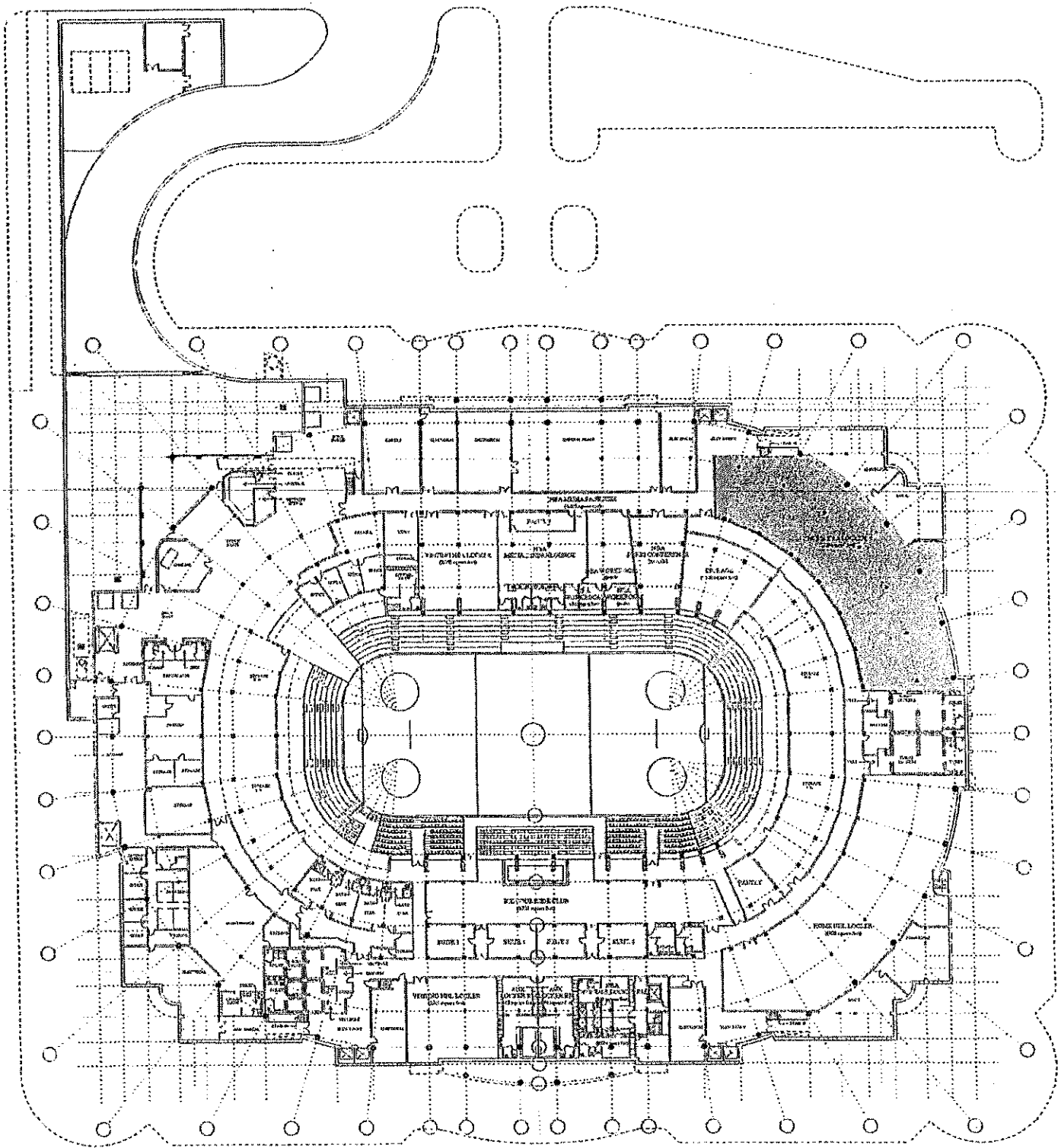
“Work Letter” means the Work Letter for Arena Upgrades, dated as of [____], between TeamCo and Manager.

Exhibit A
Facilities and Specifications

[see attached]

Exhibit A
(Section 4.2)
Exclusive Areas

C10
C10



NBA Home Locker Room
Service Level
Level 100

Exhibit A
(Section 5.1(a))
Premium Seats - Luxury Suites and Club Seats

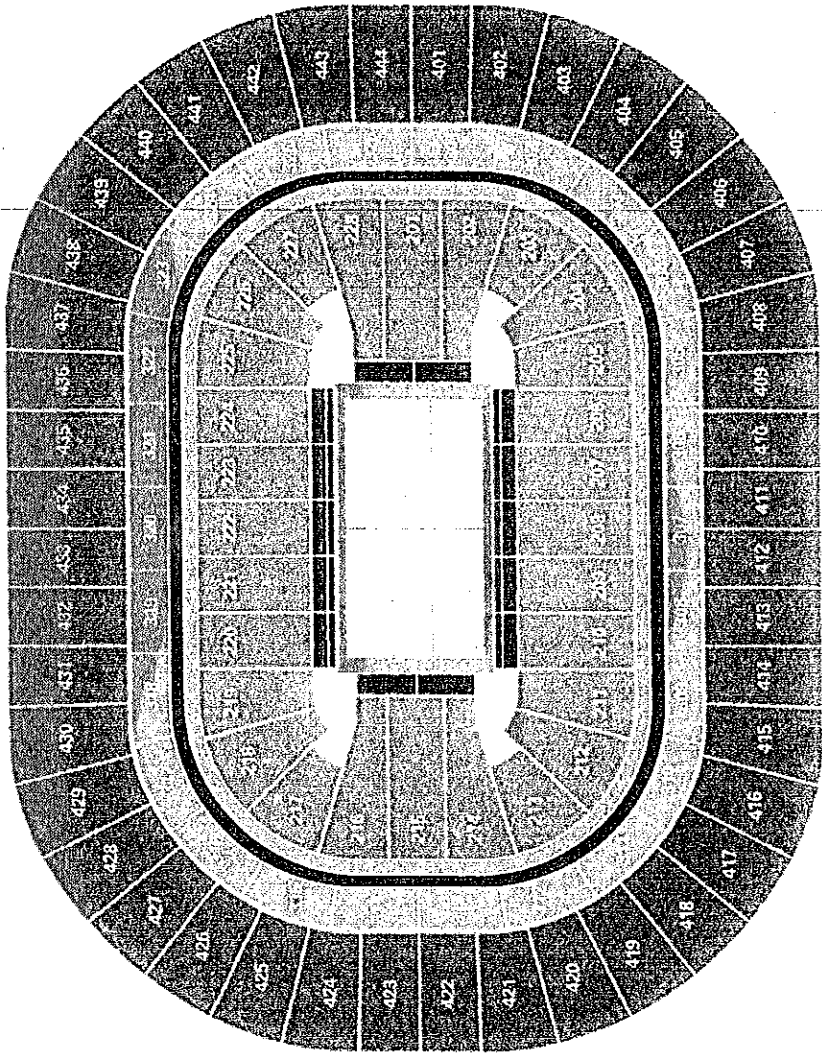
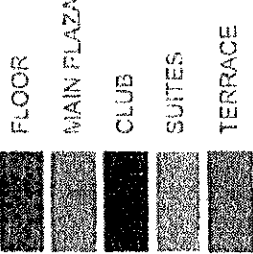


Exhibit A
(Section 5.1(a))
Premium Seats - Terrace Suites (shown in red)

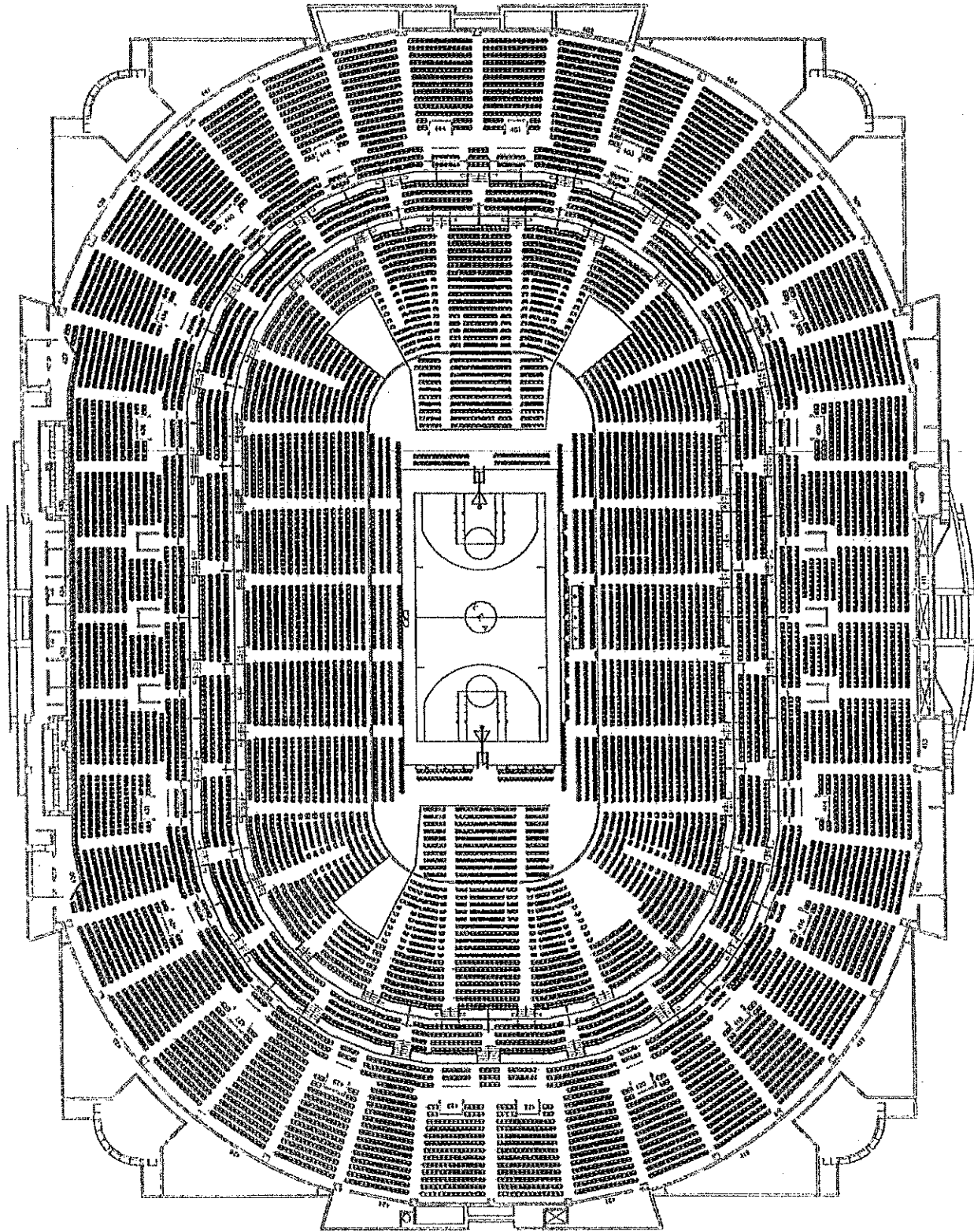
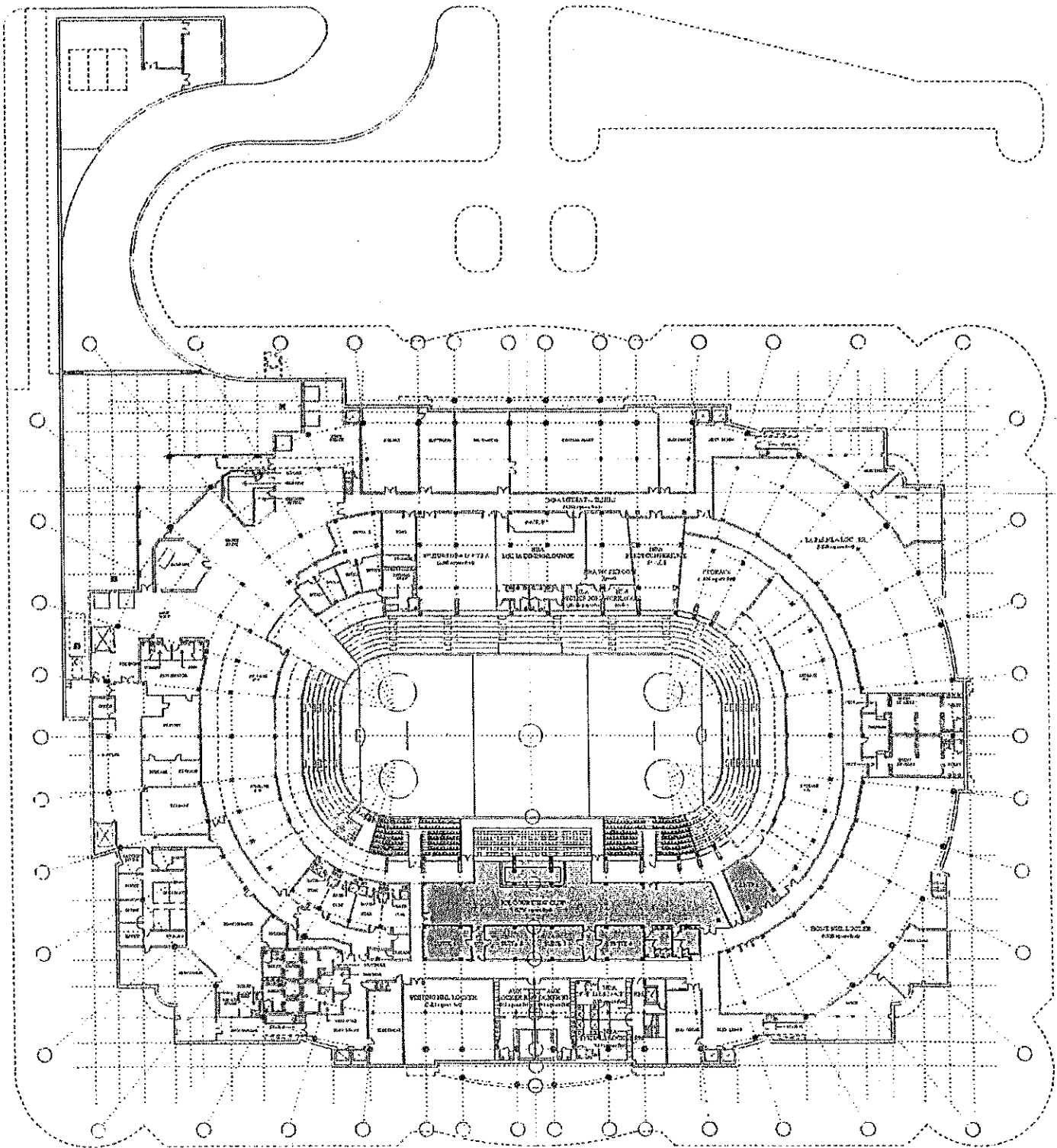


Exhibit A
(Section 5.6)
Bunker Club

6210

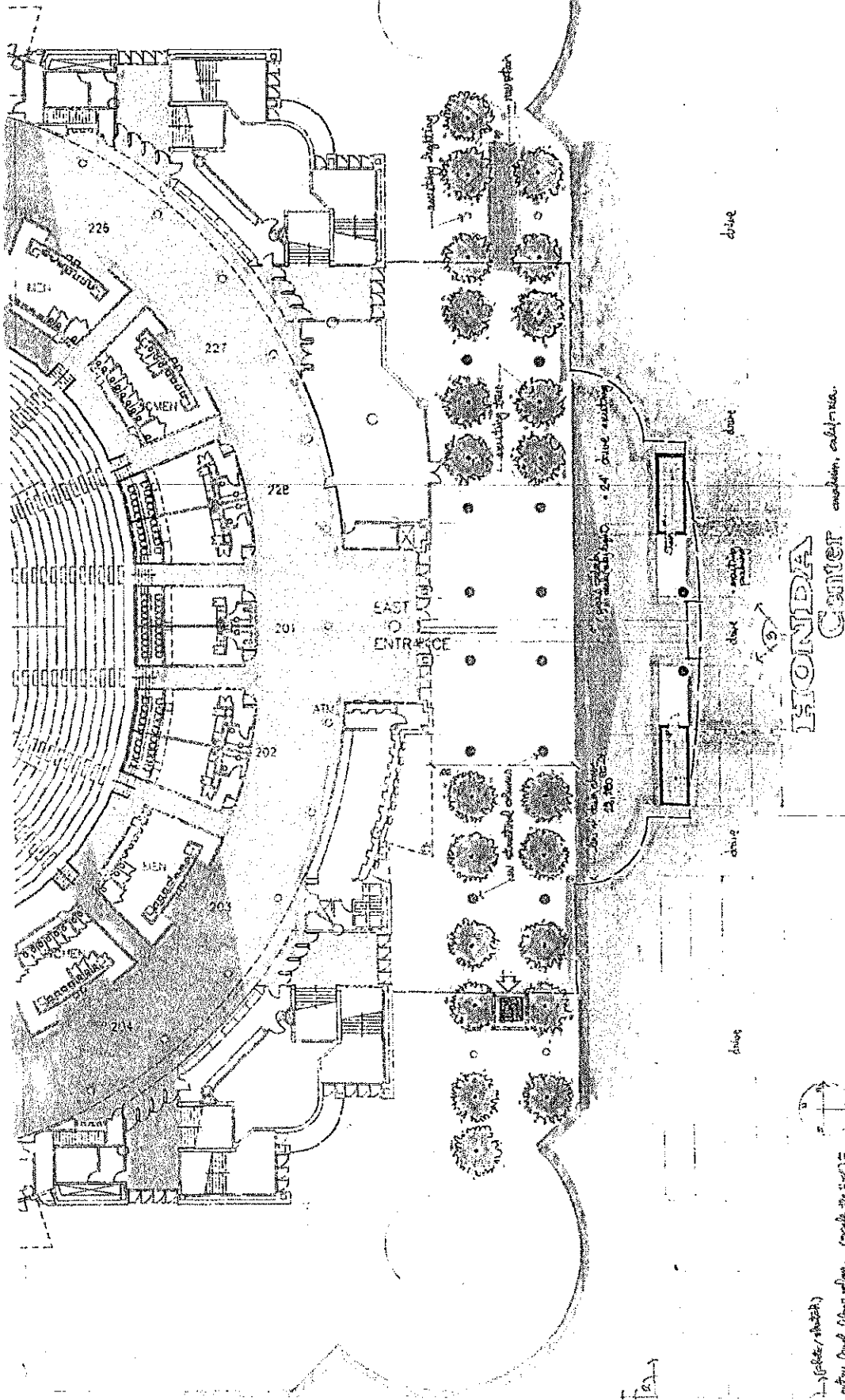
6210



Event Level Club/Suites
Service Level
Level 101



Exhibit A
 (Section 5.6)
 Grand Terrace (outlined in tan)



Scale: 1/8" = 1'-0"
 1/4" = 1'-0"
 1/2" = 1'-0"
 1" = 1'-0"
 2" = 1'-0"
 3" = 1'-0"
 4" = 1'-0"

Exhibit B
Arena Lender Consent and Recognition Agreement

[see attached]

EXHIBIT B to Venue Contract

ARENA LENDER CONSENT AND RECOGNITION AGREEMENT

THIS ARENA LENDER CONSENT AND RECOGNITION AGREEMENT (this "Agreement"), is made as of the ___ day of _____, 20___, among _____, a _____ ("TeamCo"), ANAHEIM ARENA MANAGEMENT, LLC, a California limited liability company ("Manager"), and [ARENA LENDER] ("Arena Lender") (together with TeamCo and Manager, the "Parties").¹

RECITALS:¹

A. Team and Manager have entered into that certain Venue Contract, dated [_____] (the "Original Contract" and as amended, supplemented or modified from time to time in accordance with its terms, the "Contract"). All capitalized terms used herein but otherwise undefined shall have the meanings given to them in the Contract.

B. Manager has entered into a contract (as amended, supplemented, or otherwise modified from time to time, the "Arena Lease") for the exclusive long-term rights to manage the Arena.

C. Under the Contract and subject to certain conditions provided therein, TeamCo is the owner of the [_____] ("Team"), a professional basketball team and a member of the National Basketball Association ("NBA"), and will cause the Team to play in the Arena.

D. Manager and Arena Lender have entered into that certain _____ Agreement dated _____, 20___ (the "Financing Agreement") providing financing to Manager. The obligations under the Financing Agreement are secured by [describe security documents].

E. Manager and Arena Lender have also entered into that certain Security Agreement and Assignment dated _____, 20___ (the "Assignment Agreement") whereby Manager has assigned its interest under the Contract to Arena Lender as security for the obligations under the Financing Agreement.

AGREEMENT

NOW THEREFORE, the Parties hereby agree as follows:

1. TeamCo Representations and Warranties. TeamCo hereby represents and warrants to Arena Lender that:

(a) the execution, delivery and performance of this Agreement by TeamCo has been duly authorized by all necessary corporate action, and does not and will not require any

¹ Parties and recitals must be tailored to circumstances. Brackets throughout indicate language most likely to need revision by Arena Lender to fit the circumstances, but language not bracketed may need revision as well.

further consents or approvals that have not been obtained, or violate any provision of any law, regulation, order, judgment, injunction or similar matters or breach any agreement presently in effect with respect to or binding on TeamCo;

(b) this Agreement and the Contract are legal, valid and binding obligations of TeamCo, enforceable against TeamCo in accordance with their respective terms;

(c) all government approvals necessary for the execution, delivery and performance by TeamCo of its obligations under the Contract have been obtained and are in full force and effect;

(d) all conditions precedent to the taking effect of the Contract have been satisfied, and the Contract is in full force and effect and has not been amended, supplemented or modified except as set forth herein;

(e) the Commencement Date [has not occurred as of the date hereof/occurred on _____];

(f) there is no prepaid payment (except for payments due in the ordinary course) or security deposit held by TeamCo under the Contract;

(g) there are no rights of reimbursement or set off against TeamCo's obligations under the Contract, except as expressly set forth in the Contract [and except as set forth below];

(h) [except as set forth below,]² no amounts are presently owed to TeamCo under the Contract;

(i) TeamCo has not assigned or otherwise transferred any of its interest under the Contract; *provided, however*, TeamCo has collaterally assigned its interest in the Contract [to _____]; and

(j) to the best of TeamCo's knowledge, [except as set forth below]³, Manager and TeamCo have fulfilled all of their obligations under the Contract, and there are no breaches or unsatisfied conditions presently existing (or that would exist after the passage of time and/or giving of notice) that would allow TeamCo or Manager to terminate the Contract or exercise any other remedies.

2. Acknowledgements and Agreements. TeamCo acknowledges the assignment in the Assignment Agreement and consents to such assignment. The Parties, as applicable, agree, notwithstanding anything to the contrary contained in the Contract, as follows:

(a) Copies of Financing Agreement. Upon a written request by TeamCo, Manager and Arena Lender shall provide to TeamCo a copy of the Financing Agreement and the Assignment Agreement; provided that TeamCo delivers to Manager and Arena Lender a

² If applicable, this section will disclose any information necessary to make the rep true.

³ See previous note.

confidentiality agreement reasonably acceptable to Manager and Arena Lender.

(b) Arena Lender Exercise of Remedies / Recognition of TeamCo Rights.

Arena Lender agrees that so long TeamCo has rights under the Contract that have not been terminated in accordance with the terms of the Contract, the use of the Arena by TeamCo pursuant to the Contract, and TeamCo's rights under the Contract, shall not be disturbed, affected or impaired by (i) any suit, action or proceeding upon the Assignment Agreement, the Financing Agreement or the obligations secured thereby or any other documents held by Arena Lender, or for the foreclosure of the Assignment Agreement, the Financing Agreement or any other documents held by Arena Lender or the enforcement of any rights thereunder, or by any judicial sale or execution or other sale of the Manager's rights to the Arena Lease, or by any transfer in lieu of foreclosure, or by the exercise of any other rights given to Arena Lender by any other documents or as a matter of law or, (ii) any default under the Assignment Agreement, the Financing Agreement or the obligations secured thereby or any other documents held by Arena Lender (other than any default under the Contract that also constitutes a default under the Assignment Agreement or the Financing Agreement).

(c) Arena Lender Exercise of Remedies / Recognition of New Manager. If

Arena Lender shall become a successor in interest to the Manager's interest in the Arena Lease (the "**Lease Interests**") by reason of foreclosure of the Assignment Agreement, the Financing Agreement or any other documents held by Arena Lender, or otherwise, or if the Lease Interests shall be sold as a result of any action or proceeding to foreclose the Assignment Agreement, the Financing Agreement or by any other documents held by Arena Lender or by a deed given in lieu of foreclosure (such successor in interest to the Lease Interests, the "**New Manager**"), the Contract shall continue in full force and effect, without necessity of executing any new contract, as a direct contract between TeamCo and the New Manager (including, but not limited to, any purchaser at a judicial or non-judicial foreclosure sale), upon all of the same terms, covenants and provisions contained in the Contract, and in such event: (i) TeamCo shall be bound to the New Manager under all of the terms, covenants and provisions of the Contract for the remainder of the term thereof and TeamCo hereby agrees to attorn to the New Manager and to recognize the New Manager as successor in interest to Manager under the Contract; and (ii) subject to Section 2(k) below, the New Manager shall be bound to TeamCo under all of the terms, covenants and provisions of the Contract for the remainder of the term hereof which terms, covenants and provisions such New Manager hereby agrees to assume and perform; and (iii) the New Manager shall execute and deliver to TeamCo an assumption agreement of the Contract in form and substance satisfactory to TeamCo in its reasonable discretion. TeamCo consents to the transfer of Manager's interest under the Contract to Arena Lender or a purchaser or grantee at a foreclosure sale by judicial or nonjudicial foreclosure and sale or by a conveyance by Manager in lieu of foreclosure and agrees that upon such foreclosure, sale or conveyance, TeamCo shall recognize Arena Lender or other purchaser or grantee as the applicable party under the Contract (provided that such Arena Lender or purchaser or grantee assumes the obligations of Manager under the Contract in a writing satisfactory to TeamCo in its reasonable discretion).

(d) Requirement to Provide Copies of Notices. During the continuance of

the Assignment Agreement and until such time as Arena Lender notifies TeamCo that the assignment has been fully reconveyed, TeamCo and Manager shall mail or deliver to Arena Lender a duplicate copy of any and all notices in writing pertaining to the Contract or to any breach or default thereunder that may from time to time be given pursuant to the provisions of the

Contract, and such copy shall be mailed or delivered to Arena Lender at the same time and in the same manner such notices are given or served to TeamCo or Manager.

(e) Right of Arena Lender to Effect Cure. As between Arena Lender and TeamCo, Arena Lender shall be entitled to exercise all rights and to cure any defaults of Manager under the Contract. Upon receipt of notice from Arena Lender, TeamCo agrees to accept such exercise and cure by Arena Lender and to render all performance due by it under the Contract and this Agreement to Arena Lender.

(f) Right of Arena Lender to Direct Payments. TeamCo agrees to make all payments to be made by it under the Contract directly to Arena Lender upon receipt of Arena Lender's written instructions, and Manager irrevocably releases TeamCo from any liability to Manager for all payments so made. Manager hereby irrevocably authorizes and instructs TeamCo to comply with such written instructions.

(g) Preservation of Contract. Neither TeamCo nor the Manager shall (i) without the prior written consent of Arena Lender, cancel or terminate the Contract except as provided in the Contract and in accordance with Section 2(h) hereof, or consent to or accept any cancellation or termination thereof by Manager, (ii) without the prior written consent of Arena Lender, sell, assign or otherwise dispose of (by operation of law or otherwise) any part of its interest in the Contract; *provided, however,* that (A) TeamCo may dispose of its respective interest in the Contract in connection with a sale of substantially all of the assets of TeamCo, wherein the purchaser assumes the obligations under the Contract pursuant to an assumption agreement acceptable to Arena Lender in its reasonable discretion or otherwise in accordance with the Contract and (B) TeamCo may enter into secured financing arrangements, approved by the NBA, pursuant to which it grants a collateral assignment of the Contract, and any disposition of TeamCo's interest under the Contract pursuant thereto shall not require Arena Lender's consent provided that TeamCo's new lender has executed a new team lender consent and recognition agreement as required under the Contract and such disposition is in compliance with the terms of such Team Lender Consent and Recognition Agreement, or (iii) without the prior written consent of Arena Lender, which consent shall not be unreasonably withheld, amend or modify the Contract in any material respect. No amendment to the Contract purported to be made shall be binding on Arena Lender if such amendment was not made in accordance with the provisions of this Section 2(g). Each of TeamCo and Manager shall also provide Arena Lender with a copy of any nonmaterial amendment to the Contract promptly following the execution and delivery of same.

(h) Restriction on Exercise of Remedies. TeamCo shall not terminate the Contract on account of any default or breach by the Manager thereunder without written notice to Arena Lender and first providing to Arena Lender (i) 30 days from the date that notice of default or breach is delivered to Arena Lender to cure such default if such default is the failure to pay amounts to TeamCo that are due and payable under the Contract or (ii) a reasonable opportunity, but not fewer than 90 days, to cure such breach or default if the breach or default cannot be cured by the payment of money to TeamCo, so long as Arena Lender or its designee shall have commenced to cure the breach or default within 90 days after the date that notice of the failure to cure the default is delivered to Arena Lender and Arena Lender thereafter diligently pursues such cure to completion. Without limiting the generality of the foregoing, if possession of the Arena pursuant to the Arena Lease is necessary to cure such breach or default, and Arena Lender or its designee(s) or assignee(s) declare Manager in default and commence foreclosure proceedings or

other formal exercise of remedies leading to possession of the Arena pursuant to the Arena Lease within 90 days of notice of Manager's default, Arena Lender or its designee(s) or assignee(s) shall be allowed a reasonable period to complete such proceedings. If Arena Lender or its designee(s) or assignee(s) are prohibited by any court order or bankruptcy or insolvency proceedings from curing the default or from commencing or prosecuting foreclosure proceedings, the foregoing time periods shall be extended by the period of such prohibition. Notwithstanding the foregoing, if during the period of time during which Arena Lender is attempting to cure a default or breach by Manager under the Contract, the Arena is being operated in a manner that causes the NBA to require the Team to stop playing in the Arena, then TeamCo shall not be obligated to cause the Team to play in the Arena during the period of such cure; however, once the default or breach is cured such that the NBA no longer prohibits the Team from playing in the Arena, TeamCo's obligation to cause the Team to play in the Arena shall be reinstated and continue under the terms of the Contract.

(i) Replacement Contract. If the Contract is rejected, disaffirmed, repudiated or terminated in a bankruptcy, insolvency or other proceeding for the purpose of liquidating assets, adjusting debts or effecting a reorganization affecting Manager, or if TeamCo terminates the Contract after the occurrence of a default by Manager under the Contract that was not by its nature reasonably susceptible of being cured by Arena Lender, and if Arena Lender has commenced foreclosure proceedings or other formal exercise of remedies leading to Arena Lender's succession to Manager's interest in the Arena Lease or under the Contract (or if such proceedings or exercise of remedies are subject to an automatic stay, has requested relief from such automatic stay), and if, within 45 days after such rejection or termination, either Arena Lender or TeamCo shall so request, by written notice, TeamCo and Arena Lender shall execute and deliver a new Contract within 30 days after the date of such written notice, which Contract shall be on the same terms and conditions as the original Contract for the remaining term of the Contract before giving effect to such termination; provided, that such Contract shall be subject to successful completion of the proceedings by which Arena Lender seeks to succeed to the interest of Manager in the Arena or under the Contract. The term of the new Contract shall continue for the period that would have constituted the remainder of the term of the Contract had the Contract not been disaffirmed, rejected or terminated. Arena Lender shall, simultaneously with the delivery of the new Contract, pay to the Parties (x) all payments (excluding damages of any kind) owing under the Contract and remaining unpaid at the date of commencement of the new Contract, and (y) all payments (excluding damages of any kind) due under the new Contract for the period from the date of commencement of the term thereof to the date of delivery of the new Contract. Arena Lender and TeamCo acknowledge that damages would be an inadequate remedy for breach of the obligations set forth in this Section 2(i) by Arena Lender or TeamCo. Accordingly, without limiting the applicability of any other remedy to any breach of this Section 2(i) or any other covenant contained in this Agreement, Arena Lender and TeamCo acknowledge that in the event of any breach of any of the covenants set forth in this Section 2(i), the injured party shall be entitled to specific performance. Arena Lender and TeamCo acknowledge that the terms and conditions of this Agreement are just and reasonable to TeamCo.

(j) Limited Recourse. In the event Arena Lender or any affiliate thereof elects to perform Manager's obligations under the Contract or to enter into a new Contract as provided in Section 2(c) or (i) respectively above, Arena Lender, or such affiliate, shall have no personal liability to TeamCo for the performance of such obligations, and the sole recourse of TeamCo in seeking the enforcement of such obligations shall be to Arena Lender's interest in the Arena and/or equitable remedies related to the Arena if and to the extent TeamCo would

otherwise be entitled to such relief.

(k) Required Cure. In the event Arena Lender or its designee(s) or assignee(s) succeeds to Manager's interest under the Contract, Arena Lender or its designee(s) or assignee(s) shall cure any defaults under the Contract (other than defaults regarding the status of Manager that are not curable, such as the filing of a bankruptcy petition). Arena Lender shall have the right to assign all or a pro rata interest of its interest in the Contract or a new Contract entered into pursuant to Section 2(i)) to a person or entity to whom Manager's interest in the Arena is transferred; provided that such transferee assumes the obligations of Manager (or Arena Lender) under the Contract. Upon such assignment, Arena Lender shall be released from any further liability thereunder to the extent of the interest assigned.

(l) Required Notices to Arena Lender. No notice, demand, election or other communication given under the Contract by TeamCo to Manager shall be binding on Arena Lender unless and until a copy shall be given to Arena Lender.

(m) Insurance. If Arena Lender declares Manager in default and commences foreclosure proceedings, promptly following written notice from Arena Lender of such proceedings TeamCo shall name Arena Lender as an additional insured under any public liability insurance policies required to be maintained by TeamCo under the Contract, and shall provide Arena Lender with reasonable evidence of such coverage and the terms and conditions of such coverage.

(n) Team Lender Consent. Except as already provided for under the terms of any Team Lender Consent and Recognition Agreement in effect on the date hereof, TeamCo agrees not to encumber all or any part of its interest in the NBA franchise issued to TeamCo (the "**Franchise**") and related assets or under the Contract without obtaining a Team Lender Consent and Recognition Agreement in substantially the form provided for by the Contract with the holder of the encumbrance.

(o) Required Assumption. TeamCo agrees not to sell or otherwise transfer its interest in the Franchise and related assets unless TeamCo assigns to the purchaser or other transferee and the purchaser and other transferee assume TeamCo's obligations to Manager under the Contract.

3. Notices. All notices and other communications made or required to be given pursuant to this Agreement shall be in writing and shall be mailed by United States mail, postage prepaid, certified or registered mail or sent by hand, by telecopy or by nationally recognized overnight courier service, addressed as follows:

(a) If to TeamCo, at:

[INSERT ADDRESSES]

or at such other address(es) or to the attention of such other person(s) as TeamCo shall from time to time designate in writing to Manager and Arena Lender.

(b) If to Manager, at:

[INSERT ADDRESSES]

or at such other address(es) or to the attention of such other person(s) as Manager shall from time to time designate in writing to TeamCo and Arena Lender.

(c) If to Arena Lender, at:

[INSERT ADDRESSES]

or at such other address(es) or to the attention of such other person(s) as Manager shall from time to time designate in writing to Manager and TeamCo.

Any notice so addressed and mailed by registered or certified mail shall be deemed to have been given three days after deposit in the United States mails. Any notice so addressed and sent by overnight courier service shall be deemed to have been given one business day after deposit with such courier service. Any notice so addressed and sent by telecopy shall be deemed to have been given on the date delivered, answer-back received.

4. Miscellaneous. This Agreement shall be binding upon and inure to the benefit of TeamCo, Manager, Arena Lender and their respective permitted successors, transferees and assigns (including, without limitation, any entity that refinances all or any portion of the Obligations under the Financing Agreement). Each Party agrees to confirm such continuing obligation in writing upon the reasonable request of any of the other Parties or any of their respective successors, transferees or assigns. Upon (i) the sale of the Lease Interests by Manager, (ii) the sale of the Franchise and related assets by TeamCo, (iii) a refinancing by Manager, or (iv) any other assignment of a party's obligations hereunder to any successor, the assignor shall use all reasonable efforts to cause the assignee to enter into a new agreement with the other Parties hereto, which new agreement shall supersede this Agreement and shall be substantially similar to this Agreement with such changes as are (i) reasonably necessary to reflect changed circumstances since the execution hereof and (ii) reasonably acceptable to each of the Parties thereto. This Agreement shall be binding and inure to the benefit of any purchaser from Arena Lender of all or part of Manager's loan and Arena Lender shall use all reasonable efforts to cause such purchaser to enter into a written agreement, in a form satisfactory to the Parties hereunder in their reasonable discretion, setting forth such purchaser's agreement to assume the obligations of Arena Lender hereunder. No termination, amendment, variation or waiver of any provisions of this Agreement shall be effective unless in writing and signed by the Parties. This Agreement shall be conclusively deemed to be a contract made under, and shall for all purposes be governed by and construed in accordance with the laws of state of California and shall be treated in all respects as a California contract, without prejudice to or limitation of any other rights or remedies available under the laws of any jurisdiction where property or assets of a Party may be found.

5. Counterparts. This Agreement may be executed in one or more duplicate counterparts, and when executed and delivered by all the Parties shall constitute a single binding agreement.

IN WITNESS WHEREOF, the Parties by their officers thereunto duly authorized have duly executed this Agreement as of the date first set forth above.

_____ a _____

By: _____
Name:
Title:

ANAHEIM ARENA MANAGEMENT, LLC,
a California limited liability company

By: _____
Name:
Title:

[ARENA LENDER]

By: _____
Name:
Title:

Exhibit C
Assignment of Arena Lender Consent and Recognition Agreement

[see attached]

EXHIBIT C to Venue Contract

ASSIGNMENT OF ARENA LENDER CONSENT AND RECOGNITION AGREEMENT

THIS ASSIGNMENT OF ARENA LENDER CONSENT AND RECOGNITION AGREEMENT (this "**Assignment**") is made as of the ____ day of _____, 20__, by and among [ARENA LENDER], a _____ ("**Arena Lender**"), [TEAM LENDER], a _____ ("**Team Lender**"), and _____, a _____ ("**TeamCo**") (together with Arena Lender and Team Lender, the "**Parties**").¹

RECITALS: ¹

A. ANAHEIM ARENA MANAGEMENT, LLC, a California limited liability company ("**Manager**") has entered into a contract (as amended, restated, supplemented, or otherwise modified from time to time, the "**Arena Lease**") for the exclusive long-term rights to manage the sports and entertainment facility in Anaheim, California, presently known as Honda Center (the "**Arena**"). TeamCo is the owner of The [_____] professional basketball team (the "**Team**"), a member of the National Basketball Association ("**NBA**") pursuant to a franchise granted by the NBA (the "**Franchise**").

B Pursuant to that certain Venue Contract by and between Manager and TeamCo dated [_____] 201__ (as amended, supplemented or modified from time to time in accordance with its terms, the "**Contract**"), TeamCo has been granted certain rights to use the Arena on the terms and conditions set forth therein.

C. Manager and Arena Lender have entered into that certain _____ Agreement dated _____ (as amended, supplemented or modified from time to time, the "**Financing Agreement**") providing financing to Manager.

D. Manager and Arena Lender have entered into that certain Security Agreement and Assignment dated as of _____ (as amended, supplemented or modified from time to time, the "**Assignment Agreement**") whereby Manager has assigned its interest under the Contract to Arena Lender as security for the obligations under the Financing Agreement, and Manager has granted Arena Lender a security interest to the Manager's interest in the Arena Lease, the "**Arena Security Agreement**").

E. Pursuant to the terms of [describe Loan/Credit Agreement] (as amended, supplemented or modified from time to time, the "**Credit Agreement**"), Team Lender has [agreed to extend/extended] a certain credit facility to TeamCo, secured by, among other things, a security agreement and assignment (as amended, supplemented or modified from time to time, the "**Contract Security Agreement**") encumbering TeamCo's interest under the Contract and certain related collateral.

F. It is a requirement of the Credit Agreement and the Contract that, at Team Lender's request, this Assignment be executed and delivered.

¹ Parties and recitals must be tailored to circumstances. Brackets throughout indicate language most likely to need revision by Team Lender to fit the circumstances, but language not bracketed may need revision as well.

G. TeamCo, Manager and Arena Lender have entered into that certain Arena Lender Consent and Recognition Agreement dated _____ (as amended, supplemented or modified from time to time in accordance with the terms hereof, the "**Arena Lender Recognition Agreement**"), pursuant to which the Parties agree, among other things, that if Arena Lender succeeds to Manager's interest in the Arena Lease or under the Contract, Arena Lender agrees to recognize the rights of TeamCo under the Contract; all subject to the terms and conditions thereof.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto mutually covenant and agree as follows, notwithstanding any contrary provision of the Contract:

1. Assignment.

(a) TeamCo hereby assigns, transfers, and sets over to Team Lender all of its right, title and interest in, to and under the Arena Lender Recognition Agreement. Team Lender agrees not to exercise its rights under this Assignment unless and until Team Lender acquires and assumes TeamCo's interest under the Contract or any New Contract (as defined below) whether by assumption, foreclosure of its lien thereon or deed in lieu thereof or any other exercise of remedies. Arena Lender and TeamCo agree that Team Lender shall not have assumed any of TeamCo's obligations under the Arena Lender Recognition Agreement until and unless Team Lender gives written notice that it is exercising its rights under this Assignment.

(b) Arena Lender and TeamCo hereby agree that the Arena Lender Recognition Agreement shall apply to any New Contract to the same extent and in the same manner as it applies to the Contract.

(c) Arena Lender hereby consents to the foregoing assignment, and agrees to perform pursuant to the terms and conditions of the Arena Lender Recognition Agreement, notwithstanding any succession by Team Lender to either or both TeamCo's interest under the Contract (or any New Contract).

2. Arena Lender Representations and Warranties.

(a) Arena Lender hereby represents and warrants to Team Lender that the Arena Lender Recognition Agreement is in full force and effect and there have been no modifications or amendments to the Arena Lender Recognition Agreement, and the Arena Lender Recognition Agreement is the valid and binding obligation of Arena Lender and is enforceable in accordance with its terms.

(b) TeamCo hereby represents and warrants to Team Lender that the Arena Lender Recognition Agreement is in full force and effect and there have been no modifications or amendments to the Arena Lender Recognition Agreement, and the Arena Lender Recognition Agreement is the valid and binding obligation of TeamCo and is enforceable in accordance with its terms.

(c) Arena Lender and TeamCo agree not to modify, supplement or amend the Arena Lender Recognition Agreement without the prior written consent of Team Lender, and no modification, supplement or amendment of the Arena Lender Recognition Agreement shall be effective without the prior written consent of Team Lender.

3. Consents to the Team Lender Recognition Agreement.

(a) As a condition [to extending the credit facility pursuant to the Credit

Agreement], Team Lender has required TeamCo and Manager to enter into a Team Lender Consent and Recognition Agreement [of even date herewith] (as amended, supplemented or modified from time to time, the "**Team Lender Recognition Agreement**"). Arena Lender hereby consents to the Team Lender Recognition Agreement and agrees that if Arena Lender succeeds to Manager's interest in the Arena Lease or under the Contract or enters into a New Contract, Arena Lender shall succeed to and be bound by the Team Lender Recognition Agreement as if the Team Lender Recognition Agreement were a part of the Contract or any New Contract, as applicable. Without limiting the generality of the foregoing, if Arena Lender succeeds to Manager's interest in the Arena Lease or under the Contract or any New Contract, and the Contract or New Contract has been rejected, disaffirmed, repudiated or terminated in a bankruptcy, insolvency or other proceeding for the purpose of liquidating assets, adjusting debts or effecting a reorganization affecting TeamCo, or if Manager has terminated the Contract or New Contract in accordance with the terms thereof after the occurrence of a default by TeamCo that was not by its nature reasonably susceptible of being cured by Team Lender or is not reasonably susceptible of being cured by Team Lender without taking possession of the Manager's interest in the Arena Lease, and if Team Lender has commenced foreclosure proceedings or other formal exercise of remedies leading to succession by Team Lender to TeamCo's interest in the Franchise and related assets or under the Contract, and if within 45 days after Arena Lender succeeds to Manager's interest in the Arena Lease or under the Contract or New Contract, Team Lender, by written notice to Arena Lender, shall request Arena Lender to enter into a New Contract, then Arena Lender shall do so upon the terms and conditions set forth in Subsection 4(g) of the Team Lender Recognition Agreement.

(b) For purposes of this Assignment, "**New Contract**" shall mean any lease or other agreement replacing the Contract entered into pursuant to the Team Lender Recognition Agreement or any similar agreement entered into by Manager (or Arena Lender), TeamCo and Team Lender with the holder of any other encumbrance of the Manager's interest in the Arena Lease.

4. Limitation of Liability. Arena Lender acknowledges and agrees that Team Lender's liability for TeamCo's obligations under the Contract existing or arising prior to Team Lender's succession to the interest of TeamCo shall be limited to the obligations of TeamCo to make any payments (excluding damages of any kind) provided for therein. In any event, Team Lender's liability under the Contract (or any New Contract) shall be limited to Team Lender's interest in the Team and the Franchise.

5. Arena Lender Representations and Warranties. Arena Lender represents and warrants to Team Lender that:

(a) the execution, delivery and performance of this Assignment by Arena Lender have been duly authorized by all necessary action, and do not and will not require any further consents or approvals that have not been obtained, or violate any provision of law, regulation, order, judgment, injunction or similar matters or breach any agreement presently in effect with respect to or binding on Arena Lender; and

(b) this Assignment is the valid and binding obligation of Arena Lender, enforceable in accordance with its terms.

6. TeamCo Representations and Warranties. TeamCo hereby represents and warrants to Team Lender that:

(a) the execution, delivery and performance of this Assignment by TeamCo has been duly authorized by all necessary action, and does not and will not require any further consents or approvals that have not been obtained, or violate any provision of law, regulation, order, judgment, injunction or similar matters or breach any agreement presently in effect with respect or binding on

TeamCo; and

(b) this Assignment is the valid and binding obligation of TeamCo, enforceable in accordance with its terms.

7. Further Assurances. TeamCo, Team Lender and Arena Lender hereby agree to do such further acts and to execute, acknowledge and deliver such additional agreements, instruments and documents as may be reasonably necessary or advisable to evidence, confirm or perfect the assignment set forth herein.

8. Miscellaneous. This Assignment shall be binding upon Arena Lender, its successors and assigns, including, without limitation, any party succeeding to Arena Lender's interest under the Financing Agreement, the Assignment Agreement or the Arena Security Agreement or any related document, and any party succeeding to Manager's interest under the Contract or in the Arena Lease pursuant to any exercise of remedies or transfer or assignment in lieu of exercise of remedies under the Financing Agreement, the Assignment Agreement, the Arena Security Agreement or any related document. This Assignment shall be binding upon and inure to the benefit of the successors and assigns of Team Lender. Team Lender may assign any part or all of its interest in the Arena Lender Recognition Agreement and its rights created hereunder upon notice to, but without the consent of, Arena Lender and TeamCo. Upon (i) the sale of its interest in the Arena Lease by Manager, (ii) the sale of the Franchise and related assets by TeamCo, (iii) a refinancing by Manager, or (iv) any other assignment of a party's obligations hereunder to any successor, the assignor will use all reasonable efforts to cause the assignee to enter into a new assignment agreement with the other Parties hereto, which new assignment agreement shall supersede this Assignment and shall be substantially similar to this Assignment with such changes as are (i) reasonably necessary to reflect changed circumstances since the execution hereof and (ii) reasonably satisfactory to each of the Parties thereto in their reasonable discretion. This Assignment shall be binding on and inure to the benefit of any purchaser from Arena Lender of all or part of Manager's loan and Arena Lender will use all reasonable efforts to cause such purchaser to enter into a written agreement, in a form satisfactory to the Parties hereunder in their reasonable discretion, setting forth such purchaser's agreement to assume the obligations of Arena Lender hereunder.

9. Modifications. No modification or amendment of this Assignment shall be effective unless agreed to in writing by all of the Parties hereto.

10. Termination. This Assignment shall terminate at the earlier of the time, if any, that the security interest granted under the Contract Security Agreement shall be terminated or Team Lender shall give Manager written notice that the obligations secured by the Contract Security Agreement have been satisfied.

11. Counterparts. This Assignment may be executed in any number of counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute one and the same instrument.

12. Notices. All notices and other communications made or required to be given pursuant to this Assignment shall be in writing and shall be mailed by United States mail, postage prepaid, certified or registered mail or sent by hand, by telecopy or by nationally recognized overnight courier service, addressed as follows:

(a) If to Arena Lender, at:

[INSERT ADDRESSES]

or at such other address(es) or to the attention of such other person(s) as Arena Lender shall from time to time designate in writing to Team Lender and TeamCo.

(b) If to Team Lender, at:

[INSERT ADDRESSES]

or at such other address(es) or to the attention of such other person(s) as Team Lender shall from time to time designate in writing to Arena Lender and TeamCo.

(c) If to TeamCo, at:

[INSERT ADDRESSES]

or at such other address(es) or to the attention of such other person(s) as TeamCo shall from time to time designate in writing to the Team Lender and Arena Lender.

Any notice so addressed and mailed by registered or certified mail shall be deemed to have been given three (3) days after deposit in the United States mails. Any notice so addressed and sent by overnight courier service shall be deemed to have been given one (1) business day after deposit with such courier service. Any notice so addressed and sent by telecopy shall be deemed to have been given on the date delivered, answer-back received.

[A notice from Team Lender stating that it is given on behalf of the Banks (as defined in the Credit Agreement) may be relied upon by TeamCo and Arena Lender as being given by the Banks.]

IN WITNESS WHEREOF, the Parties by their officers thereunto duly authorized have duly executed this Agreement as of the date first set forth above.

[ARENA LENDER]

By: _____
Name: _____
Title: _____

[TEAM LENDER]

By: _____
Name: _____
Title: _____

_____ a _____

By: _____
Name: _____
Title: _____

Exhibit D
Team Lender Consent and Recognition Agreement

[see attached]

EXHIBIT D to Venue Contract

TEAM LENDER CONSENT AND RECOGNITION AGREEMENT

THIS TEAM LENDER CONSENT AND RECOGNITION AGREEMENT (this "Agreement"), is made as of the ____ day of _____, 20____, among _____, a _____ ("TeamCo"), ANAHEIM ARENA MANAGEMENT, LLC, a California limited liability company ("Manager"), and [TEAM LENDER], a _____ ("Team Lender") (together with TeamCo and Manager, the "Parties").

RECITALS:¹

A. Team and Manager have entered into that certain Venue Contract, dated [_____] (the "Original Contract" and as amended, supplemented or modified from time to time in accordance with its terms, the "Contract"). All capitalized terms used herein but otherwise undefined shall have the meanings given to them in the Contract.

B. Manager has entered into a contract (as amended, supplemented, or otherwise modified from time to time, the "Arena Lease") for the exclusive long-term rights to manage the Arena.

C. Under the Contract and subject to certain conditions provided therein, TeamCo is the owner of the [_____] ("Team"), a professional basketball team and a member of the National Basketball Association ("NBA"), and will cause the Team to play in the Arena.

D. TeamCo and Team Lender have entered into that certain _____ Agreement dated _____, 20__ (the "Financing Agreement") providing financing to TeamCo. The obligations under the Financing Agreement are secured by [describe security documents].

E. TeamCo and Team Lender have also entered into that certain Security Agreement and Assignment dated _____, 20__ (the "Assignment Agreement") whereby TeamCo has assigned its interest under the Contract to Team Lender as security for the obligations under the Financing Agreement.

AGREEMENT

NOW THEREFORE, the Parties hereby agree as follows:

1. Manager Representations and Warranties. Manager represents and warrants to Team Lender that:

(a) the execution, delivery and performance of this Agreement by Manager has been duly authorized by all necessary corporate action, and does not and will not require any further consents or approvals that have not been obtained, or violate any provision of any law, regulation, order, judgment, injunction or similar matters or breach any agreement presently in effect with respect to or binding on Manager;

¹ Parties and recitals must be tailored to circumstances. Brackets throughout indicate language most likely to need revision by Team Lender to fit the circumstances, but language not bracketed may need revision as well.

- (b) this Agreement and the Contract are legal, valid and binding obligations of Manager, enforceable against Manager in accordance with their respective terms;
- (c) all government approvals necessary for the execution, delivery and performance by Manager of its obligations under the Contract have been obtained and are in full force and effect;
- (d) all conditions precedent to the taking effect of the Contract have been satisfied, and the Contract is in full force and effect and has not been amended, supplemented or modified except as set forth herein;
- (e) the Commencement Date [has not occurred as of the date hereof/occurred on _____];
- (f) there is no prepaid payment (except for payments due in the ordinary course) or security deposit held by Manager under the Contract;
- (g) there are no rights of reimbursement or set off against Manager's obligations under the Contract, except as expressly set forth in the Contract [and except as set forth below];
- (h) [except as set forth below,]² no amounts are presently owed to Manager under the Contract;
- (i) Manager has not assigned or otherwise transferred any of its interest under the Contract; *provided, however*, Manager has collaterally assigned its interest in the Contract [to _____]; and
- (j) to the best of Manager's knowledge, [except as set forth below]³, Manager and TeamCo have fulfilled all of their obligations under the Contract, and there are no breaches or unsatisfied conditions presently existing (or that would exist after the passage of time and/or giving of notice) that would allow TeamCo or Manager to terminate the Contract or exercise any other remedies.

2. Acknowledgements and Agreements. Manager acknowledges the assignment in the Assignment Agreement and consents to such assignment. The Parties, as applicable, agree, notwithstanding anything to the contrary contained in the Contract, as follows:

(a) Copies of Financing Agreement. Upon a written request by Manager, TeamCo and Team Lender shall provide to Manager a copy of the Financing Agreement and the Assignment Agreement; provided that Manager delivers to TeamCo and Team Lender a confidentiality agreement reasonably acceptable to TeamCo and Team Lender.

(b) Team Lender Exercise of Remedies / Recognition of Manager Rights. Team Lender agrees that so long Manager has rights under the Contract that have not been terminated in accordance with the terms of the Contract, the use of the Arena by the Team and TeamCo pursuant to the Contract, and Manager's rights under the Contract, shall not be disturbed, affected or impaired by (i) any suit, action or proceeding upon the Assignment Agreement, the Financing

² If applicable, this section will disclose any information necessary to make the rep true.

³ See previous note.

Agreement or the obligations secured thereby or any other documents held by Team Lender, or for the foreclosure of the Assignment Agreement, the Financing Agreement or any other documents held by Team Lender or the enforcement of any rights thereunder, or by any judicial sale or execution or other sale of TeamCo's rights to the Team, or by any transfer in lieu of foreclosure, or by the exercise of any other rights given to Team Lender by any other documents or as a matter of law or, (ii) any default under the Assignment Agreement, the Financing Agreement or the obligations secured thereby or any other documents held by Team Lender (other than any default under the Contract that also constitutes a default under the Assignment Agreement or the Financing Agreement).

(c) Team Lender Exercise of Remedies / Recognition of New Team Owner. If Team Lender shall become a successor in interest to the TeamCo's interest in the Team (the "**Lease Interests**") by reason of foreclosure of the Assignment Agreement, the Financing Agreement or any other documents held by Team Lender, or otherwise, or if the Team shall be sold as a result of any action or proceeding to foreclose the Assignment Agreement, the Financing Agreement or by any other documents held by Team Lender or by a deed given in lieu of foreclosure (such successor in interest to the Team, the "**New Team Owner**"), the Contract shall continue in full force and effect, without necessity of executing any new contract, as a direct contract between Manager and the New Team Owner (including, but not limited to, any purchaser at a judicial or non-judicial foreclosure sale), upon all of the same terms, covenants and provisions contained in the Contract, and in such event: (i) Manager shall be bound to the New Team Owner under all of the terms, covenants and provisions of the Contract for the remainder of the term thereof and Manager hereby agrees to attorn to the New Team Owner and to recognize the New Team Owner as successor in interest to TeamCo under the Contract; and (ii) subject to Section 2(k) below, the New Team Owner shall be bound to Manager under all of the terms, covenants and provisions of the Contract for the remainder of the term hereof which terms, covenants and provisions such New Team Owner hereby agrees to assume and perform; and (iii) the New Team Owner shall execute and deliver to Manager an assumption agreement of the Contract in form and substance satisfactory to Manager in its reasonable discretion. Manager consents to the transfer of Owner's interest under the Contract to Team Lender or a purchaser or grantee at a foreclosure sale by judicial or nonjudicial foreclosure and sale or by a conveyance by TeamCo in lieu of foreclosure and agrees that upon such foreclosure, sale or conveyance, Manager shall recognize Team Lender or other purchaser or grantee as the applicable party under the Contract (provided that such Team Lender or purchaser or grantee assumes the obligations of TeamCo under the Contract in a writing satisfactory to Manager in its reasonable discretion).

(d) Requirement to Provide Copies of Notices. During the continuance of the Assignment Agreement and until such time as Team Lender notifies Manager that the assignment has been fully reconveyed, TeamCo and Manager shall mail or deliver to Team Lender a duplicate copy of any and all notices in writing pertaining to the Contract or to any breach or default thereunder that may from time to time be given pursuant to the provisions of the Contract, and such copy shall be mailed or delivered to Team Lender at the same time and in the same manner such notices are given or served to TeamCo or Manager.

(e) Right of Team Lender to Effect Cure. As between Team Lender and Manager, Team Lender shall be entitled to exercise all rights and to cure any defaults of TeamCo under the Contract. Upon receipt of notice from Team Lender, Manager agrees to accept such exercise and cure by Team Lender and to render all performance due by it under the Contract and this Agreement to Team Lender.

(f) Right of Team Lender to Direct Payments. Manager agrees to make all payments

to be made by it under the Contract directly to Team Lender upon receipt of Team Lender's written instructions, and TeamCo irrevocably releases Manager from any liability to TeamCo for all payments so made. TeamCo hereby irrevocably authorizes and instructs Manager to comply with such written instructions.

(g) Preservation of Contract. Neither TeamCo nor the Manager shall (i) without the prior written consent of Team Lender, cancel or terminate the Contract except as provided in the Contract and in accordance with Section 2(h) hereof, or consent to or accept any cancellation or termination thereof by TeamCo, (ii) without the prior written consent of Team Lender, sell, assign or otherwise dispose of (by operation of law or otherwise) any part of its interest in the Contract; *provided, however,* that (A) Manager may dispose of its respective interest in the Contract in connection with a sale of substantially all of the assets of Manager, wherein the purchaser assumes the obligations under the Contract pursuant to an assumption agreement acceptable to Team Lender in its reasonable discretion or otherwise in accordance with the Contract and (B) Manager may enter into secured financing arrangements, pursuant to which it grants a collateral assignment of the Contract, and any disposition of Manager's interest under the Contract pursuant thereto shall not require Team Lender's consent provided that Manager's new lender has executed a new team lender consent and recognition agreement as required under the Contract and such disposition is in compliance with the terms of such Arena Lender Consent and Recognition Agreement, or (iii) without the prior written consent of Team Lender, which consent shall not be unreasonably withheld, amend or modify the Contract in any material respect. No amendment to the Contract purported to be made shall be binding on Team Lender if such amendment was not made in accordance with the provisions of this Section 2(g). Each of TeamCo and Manager shall also provide Team Lender with a copy of any nonmaterial amendment to the Contract promptly following the execution and delivery of same.

(h) Restriction on Exercise of Remedies. Manager shall not terminate the Contract on account of any default or breach by TeamCo thereunder without written notice to Team Lender and first providing to Team Lender (i) 30 days from the date that notice of default or breach is delivered to Team Lender to cure such default if such default is the failure to pay amounts to Manager that are due and payable under the Contract or (ii) a reasonable opportunity, but not fewer than 90 days, to cure such breach or default if the breach or default cannot be cured by the payment of money to Manager, so long as Team Lender or its designee shall have commenced to cure the breach or default within 90 days after the date that notice of the failure to cure the default is delivered to Team Lender and Team Lender thereafter diligently pursues such cure to completion. Without limiting the generality of the foregoing, if possession of the Team is necessary to cure such breach or default, and Team Lender or its designee(s) or assignee(s) declare TeamCo in default and commence foreclosure proceedings or other formal exercise of remedies leading to possession of the Team within 90 days of notice of TeamCo's default, Team Lender or its designee(s) or assignee(s) shall be allowed a reasonable period to complete such proceedings. If Team Lender or its designee(s) or assignee(s) are prohibited by any court order or bankruptcy or insolvency proceedings from curing the default or from commencing or prosecuting foreclosure proceedings, the foregoing time periods shall be extended by the period of such prohibition.

(i) Replacement Contract. If the Contract is rejected, disaffirmed, repudiated or terminated in a bankruptcy, insolvency or other proceeding for the purpose of liquidating assets, adjusting debts or effecting a reorganization affecting TeamCo, or if Manager terminates the Contract after the occurrence of a default by TeamCo under the Contract that was not by its nature reasonably susceptible of being cured by Team Lender, and if Team Lender has commenced foreclosure proceedings or other formal exercise of remedies leading to Team

Lender's succession to TeamCo's interest in the Team or under the Contract (or if such proceedings or exercise of remedies are subject to an automatic stay, has requested relief from such automatic stay), and if, within 45 days after such rejection or termination, either Team Lender or Manager shall so request, by written notice, Manager and Team Lender shall execute and deliver a new Contract within 30 days after the date of such written notice, which Contract shall be on the same terms and conditions as the original Contract for the remaining term of the Contract before giving effect to such termination; provided, that such Contract shall be subject to successful completion of the proceedings by which Team Lender seeks to succeed to the interest of TeamCo in the Team or under the Contract. The term of the new Contract shall continue for the period that would have constituted the remainder of the term of the Contract had the Contract not been disaffirmed, rejected or terminated. Team Lender shall, simultaneously with the delivery of the new Contract, pay to the Parties (x) all payments (excluding damages of any kind) owing under the Contract and remaining unpaid at the date of commencement of the new Contract, and (y) all payments (excluding damages of any kind) due under the new Contract for the period from the date of commencement of the term thereof to the date of delivery of the new Contract. Team Lender and Manager acknowledge that damages would be an inadequate remedy for breach of the obligations set forth in this Section 2(i) by Team Lender or Manager. Accordingly, without limiting the applicability of any other remedy to any breach of this Section 2(i) or any other covenant contained in this Agreement, Team Lender and Manager acknowledge that in the event of any breach of any of the covenants set forth in this Section 2(i), the injured party shall be entitled to specific performance. Team Lender and Manager acknowledge that the terms and conditions of this Agreement are just and reasonable to Manager.

(j) Limited Recourse. In the event Team Lender or any affiliate thereof elects to perform TeamCo's obligations under the Contract or to enter into a new Contract as provided in Section 2(c) or (i) respectively above, Team Lender, or such affiliate, shall have no personal liability to Manager for the performance of such obligations, and the sole recourse of Manager in seeking the enforcement of such obligations shall be to Team Lender's interest in the Team and/or equitable remedies related to the Team if and to the extent Manager would otherwise be entitled to such relief.

(k) Required Cure. In the event Team Lender or its designee(s) or assignee(s) succeeds to TeamCo's interest under the Contract, Team Lender or its designee(s) or assignee(s) shall cure any defaults under the Contract (other than defaults regarding the status of TeamCo that are not curable, such as the filing of a bankruptcy petition). Team Lender shall have the right to assign all or a pro rata interest of its interest in the Contract or a new Contract entered into pursuant to Section 2(i) to a person or entity to whom the Team is transferred; provided that such transferee assumes the obligations of TeamCo (or Team Lender) under the Contract. Upon such assignment, Team Lender shall be released from any further liability thereunder to the extent of the interest assigned.

(l) Required Notices to Team Lender. No notice, demand, election or other communication given under the Contract by Manager to TeamCo shall be binding on Team Lender unless and until a copy shall be given to Team Lender.

(m) Insurance. If Team Lender declares TeamCo in default and commences foreclosure proceedings, promptly following written notice from Team Lender of such proceedings Manager shall name Team Lender as an additional insured under any public liability insurance policies required to be maintained by Manager under the Contract, and shall provide Team Lender with reasonable evidence of such coverage and the terms and conditions of such coverage.

(n) Arena Lender Consent. Except as already provided for under the terms of any Arena Lender Consent and Recognition Agreement in effect on the date hereof, Manager agrees not to encumber all or any part of the Lease Interests and related assets or under the Contract without obtaining a Arena Lender Consent and Recognition Agreement in substantially the form provided for by the Contract with the holder of the encumbrance.

(o) Required Assumption. Manager agrees not to sell or otherwise transfer its Lease Interests and related assets unless Manager assigns to the purchaser or other transferee and the purchaser and other transferee assume Manager's obligations to TeamCo under the Contract.

3. Notices. All notices and other communications made or required to be given pursuant to this Agreement shall be in writing and shall be mailed by United States mail, postage prepaid, certified or registered mail or sent by hand, by telecopy or by nationally recognized overnight courier service, addressed as follows:

(a) If to TeamCo, at:

[INSERT ADDRESSES]

or at such other address(es) or to the attention of such other person(s) as TeamCo shall from time to time designate in writing to Manager and Team Lender.

(b) If to Manager, at:

[INSERT ADDRESSES]

or at such other address(es) or to the attention of such other person(s) as Manager shall from time to time designate in writing to TeamCo and Team Lender.

(c) If to Team Lender, at:

[INSERT ADDRESSES]

or at such other address(es) or to the attention of such other person(s) as Manager shall from time to time designate in writing to Manager and TeamCo.

Any notice so addressed and mailed by registered or certified mail shall be deemed to have been given three days after deposit in the United States mails. Any notice so addressed and sent by overnight courier service shall be deemed to have been given one business day after deposit with such courier service. Any notice so addressed and sent by telecopy shall be deemed to have been given on the date delivered, answer-back received.

4. Miscellaneous. This Agreement shall be binding upon and inure to the benefit of TeamCo, Manager, Team Lender and their respective permitted successors, transferees and assigns (including, without limitation, any entity that refinances all or any portion of the Obligations under the Financing Agreement). Each Party agrees to confirm such continuing obligation in writing upon the reasonable request of any of the other Parties or any of their respective successors, transferees or assigns. Upon (i) the sale of the Lease Interests by Manager, (ii) the sale of the NBA franchise issued to TeamCo (the "**Franchise**") and related assets by TeamCo, (iii) a refinancing by TeamCo, or (iv) any other assignment of a party's obligations hereunder to any successor, the assignor shall use all reasonable efforts to cause the assignee to enter into a new agreement with the other Parties hereto, which new

agreement shall supersede this Agreement and shall be substantially similar to this Agreement with such changes as are (i) reasonably necessary to reflect changed circumstances since the execution hereof and (ii) reasonably acceptable to each of the Parties thereto. This Agreement shall be binding and inure to the benefit of any purchaser from Team Lender of all or part of TeamCo's loan and Team Lender shall use all reasonable efforts to cause such purchaser to enter into a written agreement, in a form satisfactory to the Parties hereunder in their reasonable discretion, setting forth such purchaser's agreement to assume the obligations of Team Lender hereunder. No termination, amendment, variation or waiver of any provisions of this Agreement shall be effective unless in writing and signed by the Parties. This Agreement shall be conclusively deemed to be a contract made under, and shall for all purposes be governed by and construed in accordance with the laws of state of California and shall be treated in all respects as a California contract, without prejudice to or limitation of any other rights or remedies available under the laws of any jurisdiction where property or assets of a Party may be found.

5. Counterparts. This Agreement may be executed in one or more duplicate counterparts, and when executed and delivered by all the Parties shall constitute a single binding agreement.

IN WITNESS WHEREOF, the Parties by their officers thereunto duly authorized have duly executed this Agreement as of the date first set forth above.

a _____

By: _____
Name: _____
Title: _____

ANAHEIM ARENA MANAGEMENT, LLC,
a California limited liability company

By: _____
Name: _____
Title: _____

[TEAM LENDER]

By: _____
Name: _____
Title: _____

Exhibit E
Assignment of Team Lender Consent and Recognition Agreement

[see attached]

EXHIBIT E to Venue Contract

ASSIGNMENT OF TEAM LENDER CONSENT AND RECOGNITION AGREEMENT

THIS ASSIGNMENT OF TEAM LENDER CONSENT AND RECOGNITION AGREEMENT (this "**Assignment**") is made as of the ____ day of _____, 20__, by and among [ARENA LENDER], a _____ ("**Arena Lender**"), [TEAM LENDER], a _____ ("**Team Lender**"), and ANAHEIM ARENA MANAGEMENT, LLC, a California limited liability company ("**Manager**") (together with Arena Lender and Team Lender, the "**Parties**").¹

RECITALS:¹

A. Manager has entered into a contract (as amended, supplemented, or otherwise modified from time to time, the "**Arena Lease**") for the exclusive long-term rights to manage the sports and entertainment facility in Anaheim, California presently known as Honda Center (the "**Arena**"). [_____] a [_____] ("**TeamCo**") is the owner of The [_____] professional basketball team (the "**Team**"), a member of the National Basketball Association ("**NBA**") pursuant to a franchise granted by the NBA (the "**Franchise**").

B. Pursuant to that certain Venue Contract by and between Manager and TeamCo dated [_____] (as amended, supplemented or modified from time to time in accordance with its terms, the "**Contract**"), TeamCo has been granted certain rights to use the Arena.

C. Manager and Arena Lender have entered into that certain _____ Agreement dated _____ (as amended, supplemented or modified from time to time, the "**Financing Agreement**") providing financing to the Manager.

D. Manager and Arena Lender have entered into that certain Security Agreement and Assignment dated _____ (as amended, supplemented or modified from time to time, the "**Assignment Agreement**") whereby Manager has assigned its interest under the Contract to Arena Lender as security for the obligations under the Financing Agreement, and Manager has encumbered its interest in the Arena Lease (the "**Arena Security Agreement**")

E. Pursuant to the terms of [describe Loan/Credit Agreement] (as amended, supplemented or modified from time to time, the "**Credit Agreement**"), Team Lender has [agreed to extend/extended] a certain credit facility to TeamCo, secured by, among other things, a security agreement and assignment (as amended, supplemented or modified from time to time, the "**Team Security Agreement**") encumbering TeamCo's interest under the Contract and certain related collateral.

F. It is a requirement of the Financing Agreement and the Contract that, at Arena Lender's request, this Assignment be executed and delivered.

G. TeamCo, Manager and Team Lender have entered into that certain Team Lender Consent and Recognition Agreement dated _____ (as amended, supplemented or modified from time to time in accordance with the terms hereof, the "**Team Lender Recognition**")

¹ Parties and recitals must be tailored to circumstances. Brackets throughout indicate language most likely to need revision by Arena Lender to fit the circumstances, but language not bracketed may need revision as well.

Agreement”), pursuant to which the Parties agree, among other things, that if Team Lender succeeds to TeamCo’s ownership of the Team or the Franchise or interest under the Contract, Team Lender agrees to recognize the rights of Manager under the Contract, all subject to the terms and conditions thereof.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto mutually covenant and agree as follows, notwithstanding any contrary provision of the Contract:

1. Assignment.

(a) Manager hereby assigns, transfers, and sets over to Arena Lender all of its right, title and interest in, to and under the Team Lender Recognition Agreement. Arena Lender agrees not to exercise its rights under this Assignment unless and until Arena Lender acquires and assumes Manager’s interest under the Contract or any New Contract (as defined below), whether by assumption, foreclosure of its lien thereon or deed in lieu thereof or any other exercise of remedies. Team Lender, Arena Lender and Manager agree that Arena Lender shall not have assumed any of Manager’s obligations under the Team Lender Recognition Agreement until and unless Arena Lender gives written notice that it is exercising its rights under this Assignment.

(b) Team Lender and Manager hereby agree that the Team Lender Recognition Agreement shall apply to any New Contract to the same extent and in the same manner as it applies to the Contract.

(c) Team Lender hereby consents to the foregoing assignment, and agrees to perform pursuant to the terms and conditions of the Team Lender Recognition Agreement, notwithstanding any succession by Arena Lender to Manager’s interest under the Contract (or any New Contract).

2. Team Lender Representations and Warranties.

(a) Team Lender hereby represents and warrants to Arena Lender that the Team Lender Recognition Agreement is in full force and effect and there have been no modifications or amendments to the Team Lender Recognition Agreement, and the Team Lender Recognition Agreement is the valid and binding obligation of Team Lender and is enforceable in accordance with its terms.

(b) Manager hereby represents and warrants to Arena Lender that the Team Lender Recognition Agreement is in full force and effect and there have been no modifications or amendments to the Team Lender Recognition Agreement, and the Team Lender Recognition Agreement is the valid and binding obligation of Manager and is enforceable in accordance with its terms.

(c) Team Lender and Manager agree not to modify, supplement or amend the Team Lender Recognition Agreement without the prior written consent of Arena Lender, and no modification, supplement or amendment of the Team Lender Recognition Agreement shall be effective without the prior written consent of Arena Lender.

3. Consents to the Arena Lender Recognition Agreement.

(a) As a condition [to making the loans pursuant to the Financing Agreement], Arena Lender has required TeamCo and Manager to enter into a Arena Lender Consent and Recognition Agreement [of even date herewith] (as amended, supplemented or modified from time to time, the “**Arena Lender Recognition Agreement**”). Team Lender hereby consents to the Arena Lender

Recognition Agreement and agrees that if Team Lender succeeds to TeamCo's interest in the Team or the Franchise or interest under the Contract or enters into a New Contract (as defined below), Team Lender shall succeed to and be bound by the Arena Lender Recognition Agreement as if the Arena Lender Recognition Agreement were a part of the Contract or any New Contract, as applicable. Without limiting the generality of the foregoing, if Team Lender succeeds to TeamCo's interest in the Team or the Franchise or under the Contract or any New Contract, and the Contract or New Contract has been rejected, disaffirmed, repudiated or terminated in a bankruptcy, insolvency or other proceeding for the purpose of liquidating assets, adjusting debts or effecting a reorganization affecting Manager, or if TeamCo has terminated the Contract or New Contract in accordance with the terms thereof after the occurrence of a default by TeamCo that was not by its nature reasonably susceptible of being cured by Arena Lender or is not reasonably susceptible of being cured by Arena Lender without taking possession of the Arena, and if Team Lender has commenced foreclosure proceedings or other formal exercise of remedies leading to Team Lender's succession to TeamCo's interest in the Franchise and related assets or under the Contract, and if within 45 days after Team Lender succeeds to TeamCo's interest in the Team or the Franchise or interest under the Contract or New Contract, Arena Lender, by written notice to Team Lender, shall request Team Lender to enter into a New Contract, then Team Lender shall do so upon the terms and conditions set forth in the Arena Lender Recognition Agreement.

(b) For purposes of this Assignment, "**New Contract**" shall mean any lease or other agreement replacing the Contract entered into pursuant to the Arena Lender Recognition Agreement or any similar agreement entered into by Manager, either or both Parties (or Team Lender) and Arena Lender with the holder of any other encumbrance of the Manager's interest in the Arena Lease.

4. Limitation of Liability. Team Lender acknowledges and agrees that Arena Lender's liability for Manager's obligations under the Contract existing or arising prior to Arena Lender's succession to the interest of Manager shall be limited to the obligations of Manager to make any payments (excluding damages of any kind) provided for therein. In any event, Arena Lender's liability under the Contract or any New Contract shall be limited to Arena Lender's interest in the Arena Lease.

5. Team Lender Representations and Warranties. Team Lender represents and warrants to Arena Lender that:

(a) the execution, delivery and performance of this Assignment by Team Lender has been duly authorized by all necessary action, and does not and will not require any further consents or approvals that have not been obtained, or violate any provision of law, regulation, order, judgment, injunction or similar matters or breach any agreement presently in effect with respect to or binding on Team Lender; and

(b) this Assignment is the valid and binding obligation of Team Lender, enforceable in accordance with its terms.

6. Manager Representations and Warranties. Manager hereby represents and warrants to Arena Lender that:

(a) The execution, delivery and performance of this Assignment by Manager has been duly authorized by all necessary action, and does not and will not require any further consents or approvals that have not been obtained, or violate any provision of law, regulation, order, judgment, injunction or similar matters or breach any agreement presently in effect with respect or binding on Manager; and

(b) This Assignment is the valid and binding obligation of Manager, enforceable in accordance with its terms.

7. Further Assurances. Manager, Team Lender and Arena Lender hereby agree to do such further acts and to execute, acknowledge and deliver such additional agreements, instruments and documents as may be reasonably necessary or advisable to evidence, confirm or perfect the assignment set forth herein.

8. Miscellaneous. This Assignment shall be binding upon Team Lender, its successors and assigns, including, without limitation, any party succeeding to Team Lender's interest under the Credit Agreement, the Security Agreement or any related document, and any party succeeding to TeamCo's interest in the Team or the Franchise or interest under the Contract pursuant to any exercise of remedies or transfer or assignment in lieu of exercise of remedies under the Credit Agreement, the Security Agreement or any related document. This Assignment shall be binding upon and inure to the benefit of the successors and assigns of Arena Lender. Arena Lender may assign any part or all of its interest in the Team Lender Recognition Agreement and its rights created hereunder upon notice to, but without the consent of, Team Lender, TeamCo and Manager. Upon (i) the sale of the Manager's interests in the Arena Lease by Manager, (ii) the sale of the Franchise and related assets by TeamCo, (iii) a refinancing by TeamCo, or (iv) any other assignment of a party's obligations hereunder to any successor, the assignor will use all reasonable efforts to cause the assignee to enter into a new assignment agreement with the other Parties hereto, which new assignment agreement shall supersede this Assignment and shall be substantially similar to this Assignment with such changes as are (i) reasonably necessary to reflect changed circumstances since the execution hereof and (ii) reasonably acceptable to each of the Parties thereto. This Agreement shall be binding on and inure to the benefit of any purchaser from Team Lender of all or part of TeamCo's loan and Team Lender will use all reasonable efforts to cause such purchaser to enter into a written agreement, in a form satisfactory to the Parties hereunder in their reasonable discretion, setting forth such purchaser's agreement to assume the obligations of Team Lender hereunder.

9. Modifications. No modification or amendment of this Assignment shall be effective unless agreed to in writing by all of the Parties hereto.

10. Termination. This Assignment shall terminate at the earlier of the time, if any, that Arena Lender shall give TeamCo written notice that the obligations under the Financing Agreement have been satisfied in full.

11. Counterparts. This Assignment may be executed in any number of counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute one and the same instrument.

12. Notices. All notices and other communications made or required to be given pursuant to this Assignment shall be in writing and shall be mailed by United States mail, postage prepaid, certified or registered mail or sent by hand, by telecopy or by nationally recognized overnight courier service, addressed as follows:

(a) If to Arena Lender, at:

[INSERT ADDRESSES]

or at such other address(es) or to the attention of such other person(s) as Arena Lender shall from time to time designate in writing to Team Lender and Manager.

(b) If to Team Lender, at:

[INSERT ADDRESSES]

or at such other address(es) or to the attention of such other person(s) as Team Lender shall from time to time designate in writing to Arena Lender and Manager.

(c) If to Manager, at:

[INSERT ADDRESSES]

or at such other address(es) or to the attention of such other person(s) as Manager shall from time to time designate in writing to the Team Lender and Arena Lender.

Any notice so addressed and mailed by registered or certified mail shall be deemed to have been given three days after deposit in the United States mails. Any notice so addressed and sent by overnight courier service shall be deemed to have been given one business day after deposit with such courier service. Any notice so addressed and sent by telecopy shall be deemed to have been given on the date delivered, answer-back received.

[A notice from Arena Lender stating that it is given on behalf of the Banks (as defined in the Financing Agreement) may be relied upon by Manager and Team Lender as being given by the Banks.]

IN WITNESS WHEREOF, the Parties by their officers thereunto duly authorized have duly executed this Agreement as of the date first set forth above.

ARENA LENDER:

By: _____

Name: _____

Title: _____

TEAM LENDER:

By: _____

Name: _____

Title: _____

ANAHEIM ARENA MANAGEMENT, LLC,
a California limited liability company

By: _____

Name:

Title:

By: _____

Name: _____

Title: _____

Exhibit F

GAME-DAY OPERATING STAFF

<u>STAFF</u>	<u>NO.</u>	<u>HOURS</u>
USHERS	24	5 HRS
USHERS	56	4 HRS
TICKET TAKERS	17	4 HRS
PASS GATE	3	5 HRS
DOOR GUARDS	20	5 HRS
HOUSEKEEPING	28	6HRS
ELEVATOR ATTENDANTS	8	5 HRS
CONCIERGE ATTENDANTS	4	5 HRS
TICKET SELLERS	8	4 HRS
PEER SECURITY	23	5 HRS
PEER SECURITY SUPERVISORS	2	6HRS
USHERS SUPERVISORS	9	6 HRS
POLICE	4	6 HRS
TRAFFIC CONTROL	13	TBD
TRAFFIC CONTROL SUPERVISORS	4	6 HRS
FIRE	2	6 HRS
MEDICAL	4	4 HRS
SOUND TECH	1	5.5 HRS
STAGEHANDS	2	8 HRS
ELECTRICIAN	1	6 HRS
EVENT WORKERS	2	6 HRS
TELEPHONE OPERATOR	1	6 HRS
TELECOM REPRESENTATIVE	1	6 HRS

Exhibit G

KEY TERMS OF SPORTS PACKAGING ARRANGEMENT

Manager and/or HockeyCo (as determined by Manager) shall have the exclusive right to market and sell season tickets for Season Games for the 2011-2012 NBA Season (or, in the event of the cancellation of the 2011-2012 Season, the 2012-2013 Season) in combination with season tickets for Hockey Club games as Sports Package seating for a period commencing on the later of the date on which TeamCo provides Manager with the pricing of tickets for Season Games for such NBA Season or the date of TeamCo and Manager's joint public announcement of the formal NBA approval of TeamCo's relocation to the Arena (the "**Initial Date**") and continuing for 45 days following the Initial Date ("**Exclusive Sports Package Seating Period**"). TeamCo acknowledges that during the Exclusive Sports Package Seating Period, Manager will market and sell season tickets for Season Games combined with season tickets to Hockey Club's games. In addition, during the Exclusive Sports Package Seating Period, Manager shall maintain a list of potential patrons who contact Manager to purchase tickets for Season Games but do not desire to purchase Sports Package seating and at the conclusion of the Exclusive Sports Package Seating Period, Manager shall provide TeamCo with such list. Except as provided below, TeamCo shall not be entitled to promise to sell or sell any portion of the manifest of tickets for such NBA Season during the Exclusive Sports Package Seating Period other than Floor Seats. Manager agrees to provide TeamCo with its written marketing plan with respect to the foregoing and to meet and confer with TeamCo prior to the commencement of the Exclusive Sports Package Seating Period.

The Exclusive Sports Package Seating Period shall not apply to up to 750 seats to be designated by mutual agreement of the Parties, 500 of which TeamCo may market and sell during the Exclusive Sports Package Seating Period and 250 of which Manager may market and sell during the Exclusive Sports Package Seating Period. For the avoidance of doubt, Floor Seats shall not be subject to the Exclusive Sports Package Seating Period.

Exhibit H
Team Advertising Locations

- Floor decals
- Courtside Signage - rotational scorer's table
- Entire basketball support system:
 - Stanchion pad signage (pole pads)
 - Horizontal goal support (side beams) signage
 - Camera visible backboard signage (on top of backboard edge)
- Seat-back signage (on team bench chairs)
- Team bench under-seat signage
- Player entrance tunnel signage
- Signage on ball-boy mops
- Press table signage
- Videoboard :30 commercials and co-branded features
- TV and radio media / in-game features / billboards
- Print media (programs, yearbook, media guide)
- Ticketbacks (season tickets only)
- Press backdrop sponsorship
- Pre-game Coaches Chalk Talk (asst. coach breaks down game in a room for VIP guests; it would include food and beverages and an opportunity for the VIP guests to go onto the court for a free throw contest, etc.)
- In-Game promotions:
 - On-court Programs: half court shot for a car/cash/etc.; 3-point shooting contests
 - Dance contests
 - Seat Upgrades
 - Text features (videoboard / LED)
 - Blimp
 - Jam Squad
 - Fan Patrol
- Practice jersey sponsorship
- Dance team sponsorship
- Concourse booths / tables (number and location subject to Manager's approval)
- Website / e-mail / social media
- Pre and post-game premium giveaways
- Community sponsorships
- Season presenting sponsor status

SCHEDULE I
EXISTING PROFESSIONAL BASKETBALL AGREEMENTS

1. License Agreement by and between The Los Angeles Lakers, Inc. and Anaheim Arena Management, LLC

SCHEDULE II

VCAP PAYMENTS

[To come]