

**ANGELS BASEBALL
MARKETING AND MEDIA OUTREACH AGREEMENT
No. 122054**

The following are the terms of the agreement (the "Agreement") between Angels Baseball LP, a California limited partnership ("ABLP") and The County of Orange, OC Waste & Recycling, a political subdivision of the State of California ("County").

1. **Term.** This Agreement shall commence on February 5, 2013 and shall continue through the conclusion of the final game of the 2015 season (including Playoffs), unless sooner terminated as provided in the Standard Terms and Conditions (the "Standard Terms") attached hereto (the "Term"). This agreement is renewable for two additional one-year periods at the same amount per year.

The Parties entered into the Contract for Angels Baseball Marketing & Media Outreach for OC Waste & Recycling effective February 5, 2013 through February 4, 2016 in an amount not to exceed \$477,822.

County issued Amendment Number One renewing Contract for one year, effective February 5, 2016 through February 4, 2017, in an amount not to exceed \$159,274.

County now desires to renew the Contract for one year, effective February 5, 2017 through February 4, 2018; and County desires to add the attached OC Parks and Angels Baseball 2017 Partnership Addendum to the scope of services to be provided by ABLP, increasing the annual monetary limit by \$25,000, for a revised annual amount not to exceed \$184,274.

2. **County Marketing Elements.** County hereby agrees to purchase, and ABLP hereby agrees to reserve and provide to Sponsor, the following advertising, marketing and promotional elements (collectively, the "Marketing and Media Outreach Elements").

Inventory	Description	Quantity*	Residents Reached
Big 'A' LED	ABLP to display the EcoChallenge Artwork on the LED message board located on the side of The Big A facing California Route 57 South. Sponsor Artwork will appear one (1) time on the LED screen for five (5) seconds during a three (3) minute rotation for eighteen (18) hours each day of a 24 week span during each year of the term. County will provide artwork to ABLP for approval no less than 5 days before the artwork will be displayed on the board.	24 weeks	238,000 daily circulation (approx.)
Concourse Table or Booth PER GAME	ABLP shall provide County with an area within the concourse or front entrance of Angel Stadium designated by ABLP to accommodate one 8' table and two chairs during twenty four regular season home games. County shall select the dates from a list provided by ABLP.	24 games	Average 39,000/game
Feature: Lucky Fan(s)	County to be recognized with PA, LED, Scoreboard recognition for giving prizes to fans chosen as during a "Lucky Fan of the Game" feature between innings during two Angels home game during each season of the Term. County shall select the dates from a list provided by ABLP. Prizes mutually agreed upon and supplied by Sponsor. All items must be approved by ABLP two weeks in advance.	2 games	Average 39,000/game
LED-Halo 1/2 Innings PER GAME	The EcoChallenge will have one half inning of static exposure on two club level LED boards during twenty four	24 games	Average 39,000/game

Inventory	Description	Quantity*	Residents Reached
	Angels home games during each year of the Term. During a specified half-inning, the EcoChallenge will be the principal advertiser on these boards when game is in play. Each halo half-inning also receives advertisement on the two Pro-Ad boards (“bookend” ads on the ends of the main scoreboard in right field). County shall select the dates from a list provided by ABLP.		
LED-Segments PER GAME (Eco Fact of the Day)	ABLP to display the EcoChallenge’s static artwork on the Angel Vision Board in Left Field during a period of one half (1/2) inning during twenty four Angels Home Game during each year of the Term. Sponsor shall select the dates from a list provided by ABLP.	24 games	Average 39,000/game
Kids Club Insertion	ABLP will insert a coupon, provided by County, into annual Kids Club boxes to be distributed by ABLP during the Term.	2500+	6000
Promotion In-Game: Honorary Bat Kid	County to have one (1) honorary Bat Kid before five (5) Regular Season Angels Home Games during each year of the Term. County shall select the dates from a list provided by ABLP.	5 games	
Green Day	ABLP shall designate one day where the Angels are playing a home game each season of the Term as “Green Day.” County shall select the date from a list provided by ABLP. ABLP shall provide County with one (1) 10’x10’ booth in addition to event promotions selected by ABLP subject to availability.	1 game	Average 39,000/game
E-Waste Collection Events	County shall be licensed to use an area of Angel Stadium parking lot, designated by ABLP, for two designated “e-waste collection” events during each year of the Term. One player appearance shall take place at each event, for a total of two appearances. County shall select the dates from a list provided by ABLP.	2 events	varies
Logo/Marks Rights	County may use the ABLP trademarks to promote their own services. All use of ABLP Marks by County shall be subject to the terms and conditions set forth in the Standard Terms. ABLP shall have the right to review and approve all uses of ABLP Marks in advance of promotion.	1	n/a
Fan Appreciation Day	ABLP shall designate County as a participant in Fan Appreciation Day every year of the Term. County to receive following media recognition: In-Stadium live mention with company logo on Angel Vision video board during the Fan Appreciation Game, partner recognition during in-game radio (AM830) Partner recognition during in-stadium PA, Angel Vision video board . Logo included on one BIG A LED Board slide. (3 minute loop running 24 hrs/day). County, at their sole cost shall provide mutually agreed upon prizes for an ABLP sweepstakes during the Fan Appreciation Game.	1	Average 39,000/game
Spanish Radio- In-Game 30	County shall receive a total of fourteen (14) :30 Spanish in-game radio spots during each year of the Term. County shall select the dates from a list provided by ABLP.	14 games	20,000 per half hour (unique listeners)
Player Appearances	Angels player, broadcaster, coach or alumni to appear at Sponsor events. County shall select the dates and persona from a list provided by ABLP.	2	varies

Inventory	Description	Quantity*	Residents Reached
Concourse Poster Locations	ABLP will display the EcoChallenge Posters in the Angels Baseball LP concourse areas throughout the year.	20	varies

- The quantity is proposed for each season, but may be amended and reallocated among the types of marketing and media outreach elements inventory as mutually agreed between County and ABLP.

- License Fee. In consideration for the Marketing and Media Outreach Elements purchased by County hereunder, County shall pay ABLP the net license fee (the "License Fee") as set forth below:

During the 2013 season, County shall pay ABLP a License fee of \$159,274

During the 2014 season, County shall pay ABLP a License fee of \$159,274

During the 2015 season, County shall pay ABLP a License fee of \$159,274

Renewable for two additional one-year periods for seasons 2016 and 2017 at a License Fee of \$159,274 per year.

The License Fee for each season shall be due and payable before April 1 of the applicable year.

Subject to MLB regulations and if permitted by ABLP's contract for such event or games, in addition to the License fee, County may purchase all of the above Marketing and Media Outreach Elements for any post-season games, All-Star Events, World Baseball Classic games, and other events ("Additional Events") which may be played at Angel Stadium of Anaheim while this agreement is in effect under separate agreement. County is not obligated or entitled to purchase tickets, parking, suites or other hospitality for any Additional Events, however, ABLP may, in their sole discretion and subject to availability, offer to sell County tickets to any Additional Events. County may pay an additional fee per game for the purchased Marketing and Media Outreach Elements as determined by the ABLP rate card for the Additional Event under separate agreement.

Invoices will be delivered to:

County of Orange
 OC Waste & Recycling
 300 N. Flower St
 Suite 400
 Santa Ana, CA 92703
 Attention: Accounts Payable

Any and all production costs to provide artwork are to be paid for by County under separate invoice with County Project Manager written pre-approval. With regard to any such invoices, County's payment terms are net forty-five (45) days receipt of invoice. All payments hereunder shall be deemed to include all applicable taxes, duties and charges.

- Art. Art, or other production, must be approved by County and delivered to ABLP in accordance with the parameters provided in Attachment 1. Failure of County to deliver approved art within this time period shall not defer liability hereunder.
- ABLP Authorized Vendors. The County reserves the right to purchase printing materials, public outreach materials, and merchandise from vendors with purchasing agreements in place with ABLP. Orders will be placed directly with the vendors at the rates previously negotiated between the vendor and ABLP being extended to the County.
- Failure to Perform. Upon acceptance of this Agreement ABLP will reserve all applicable elements as identified above. Accordingly, any non-use of any reserved element by County will not defer any portion of County's obligations hereunder.

7. Notices. Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed given upon: (i) the personal delivery to County Purchasing Manager; (ii) transmission by facsimile transmission to the facsimile number set forth below; or (iii) pick up by overnight courier or deposit in a mailbox for a United States registered or certified mail, postage prepaid, return receipt requested, to the address set forth below, or other addresses or facsimile numbers as designated by either party by written notice to the other as provided herein:

If to County: County of Orange
OC Waste & Recycling
300 N. Flower St
Suite 400
Santa Ana, CA 92703
Attention: Diane Dodson
County Purchasing Manager
Fax: 714-834-4136

If to ABLP: Angels Baseball LP
2000 Gene Autry Way
Anaheim, California 92806
Attention: Senior Director, Corporate Sponsorship
Fax: 714-940-2202

With a copy to: Angels Baseball LP
2000 Gene Autry Way
Anaheim, California 92806
Attention: Legal Department
Fax: 714-940-2251

8. The attached Standard Terms are incorporated as part of this Agreement, and County acknowledges that County has reviewed the Standard Terms and agrees to be bound by the provisions thereof. The Standard Terms may be modified only upon mutual agreement of County and ABLP. The County Terms and Conditions are incorporated as Exhibit A. Should there be a conflict between the ABLP Agreement, Standard Terms and the County Terms and Conditions, the terms of the ABLP Agreement shall prevail. No provision in the County Terms and Conditions shall change, diminish, or add any right to either Party set forth in ABLP's Terms.
9. This Agreement or any supplement or amendment hereto shall not be valid or effective unless and until approved in writing by an authorized representative of County and the Vice-President, Corporate Sales of ABLP and accepted by the Vice-President, Finance and Administration, President, or Chairman of ABLP.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates shown below their respective signatures below.

ANGELS BASEBALL LP*

By _____

By _____

Print Name _____

Print Name _____

Title _____
Corporate Officer

Title _____
Corporate Officer

Date _____

Date _____

COUNTY OF ORANGE

a political subdivision of the State of California

By _____

Print Name _____

Title _____

Date _____

APPROVED AS TO FORM:

County Counsel

By _____
Deputy

Date _____

* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the corporation.

A/E: _____ JC: _____ MJ: _____

ANGELS BASEBALL LP STANDARD TERMS AND CONDITIONS

The following sets forth the Standard Terms and Conditions to the County Advertising Agreement (the "Main Agreement") between ABLP and County. Capitalized terms used herein not otherwise defined shall have the same meaning as the Main Agreement. The Main Agreement and these Standard Terms and Conditions are collectively referred to as the "Agreement."

A. License Fee. The License Fee shall be payable in full within 30 days of receipt and acceptance of an invoice. County shall remain responsible for ensuring timely payment of the License Fee to ABLP. County's failure to make full payment shall be deemed a breach of this Agreement in accordance with these Standard Terms and Conditions.

B. Non-Exclusive Rights. No rights of exclusivity are granted to County by this Agreement. Nothing in this Agreement shall limit in any manner ABLP's rights to sell advertising marketing or promotional rights of any kind to any other person or entity for any product or service, whether or not competitive with County. In the event that exclusivity is expressly granted to County, in no event shall any such exclusivity granted extend to non-baseball events.

C. Third Party Rights. County acknowledges that: (1) ABLP has no control over the promotional and County activities of Major League Baseball ("MLB"), the American or National Leagues of Professional Baseball Clubs (the "AL" and "NL" respectively) and players, managers and/or coaches (collectively, "Personnel"); (2) MLB, the AL or NL and/or Personnel may engage in promotional or County activities involving any person or entity (whether or not competitive with County); (3) ABLP has no authority to limit or prohibit the activities described in subparagraphs (1) and (2) above even where such activities take place at the stadium facility located in Anaheim, California, known as Angel Stadium of Anaheim (the "Facility") (e.g., all-star game, playoff games, games televised pursuant to national broadcast agreements, etc.); and (4) County's rights under this Agreement are at all times subject to any promotional licensing arrangement or agreement entered into by MLB and/or Major League Baseball Properties.

D. Protection of Commercial Relationships. County acknowledges that, insofar as ABLP maintains a variety of independent commercial relationships, ABLP shall have the unilateral right (in its sole discretion) to reject advertising based on product/service category exclusivity, the incompatibility or competitive nature of the advertising, the tenor and object of the advertising, or the promotion of a product or service which does not constitute a County product or service.

E. Promotional Rights of ABLP. ABLP and its Affiliates shall have the right to photograph, take motion pictures and sound recordings of, televise, make miniatures of or otherwise reproduce for any purpose in any manner or through any media now known or hereafter devised, the Facility, or any parts thereof throughout the universe in perpetuity (including the right to use County's name and/or logos so long as it is not the principal focus of such use) and all of the benefits and revenues obtained there from shall be the sole and exclusivity property of ABLP and its Affiliates. Except as set forth in the immediately preceding sentence, ABLP shall have no right under this Agreement to use the Trademarks of County as ABLP's own property. For purposes of this Agreement, the term "Affiliate" shall mean a person or entity that controls, is controlled by or is under common control with the entity or person with which the term is used.

F. Trademarks. Except as provided in the Main Agreement, ABLP does not grant County any rights to use any Trademarks of

ABLP. Any Trademarks of ABLP used by County hereunder (with ABLP's prior written approval) shall be and remain the property of ABLP, and any and all rights therein shall inure to the benefit of and be the exclusive property of ABLP. County's right to use Trademarks of ABLP shall be nonassignable and nontransferable and shall be for the Term only. Any Trademarks of County used in any advertisements produced pursuant to this Agreement shall be and remain the property of County, and any and all rights therein shall inure to the benefit of and be the exclusive property of County. ABLP's right to use Trademarks of County shall be non-assignable and nontransferable and shall be for the Term only. County is responsible for providing all advertising content for use hereunder unless otherwise provided in the Main Agreement. Except as expressly provided herein, neither party shall have the right to use in any way the corporate or trade name, trademark(s), service mark(s), logo(s) or other identification of the other party (or its Affiliate) without the other party's prior written consent.

G. Termination by ABLP. Without prejudice to any other right or remedy available to ABLP at law or in equity and in addition to ABLP's rights under Paragraphs I and K below, ABLP may terminate this Agreement if: (1) County conducts any promotion or uses any marketing, advertising or other promotional material containing any Trademarks of ABLP or its Affiliates in a manner not expressly approved by ABLP in writing in advance; (2) County shall fail to perform any material term of this Agreement and such failure shall continue uncured for a period thirty (30) days after written notice thereof from ABLP (or, if such cure cannot reasonably be accomplished within such 30-day period, County shall not in good faith have commenced such cure within such 30-day period and shall not thereafter proceed diligently to completion); (3) County's corporate or trade name of principal line of trade or business shall no longer be the same as upon execution of this Agreement; (4) any purported assignment or transfer of County's rights or obligations hereunder shall be made or deemed to be made that is in violation of this Agreement; (5) ABLP determines that, as the result of any occurrence or change of circumstances involving County, the continued association with County as provided for hereunder would have an adverse impact on the name, image, reputation, goodwill or proprietary rights of ABLP or its Affiliates; (6) in any single transaction or series of related transactions, County consolidates with or merges with or into any other person or transfer (by lease, assignment, sale or otherwise) all or substantially all of its properties and assets to another person or group of affiliated persons, unless such person is a wholly-owned subsidiary of County or County's parent company (a "County Affiliate") on the date hereof; and/or (7) County experiences a change of control to the effect that any person or group of persons (other than a County Affiliate) shall have acquired beneficial ownership (within the meaning of Rule 13d-3 under the Securities exchange Act of 1934, as amended) of securities of County or any person which directly or indirectly controls County (or other securities convertible into such securities) representing 50% or more of the combined voting power of all outstanding securities of such party entitled to vote in the election of directors. Notwithstanding the foregoing, in the event that a breach of this Agreement, then ABLP shall have the right to terminate this Agreement without any notice to County or opportunity on County's part to cure such violation. If ABLP terminates this Agreement pursuant to this Paragraph G or Paragraph I below, then ABLP shall, without prejudice to any other

right or remedy available to it, be entitled to retain any and all sums paid by County through the completion of the existing season.

H. Termination by County. 1. OC Waste & Recycling shall notify ABLP in writing no later than December 1 of the year ending a completed season if OC Waste & Recycling determines not to proceed with the following contract term. In the event the agreement is terminated; ABLP reserved inventory tied to this agreement will be released. 2. Without prejudice to any other right or remedy available to County at law or in equity and in addition to County's rights under Paragraph I below, County may terminate this Agreement if ABLP shall fail to perform any material agreement, term, covenant or condition to be performed by ABLP pursuant to this Agreement and such material failure shall continue uncured for a period of thirty (30) days after written notice thereof from County (or, if such cure cannot reasonably be accomplished within such 30-day period, ABLP shall not in good faith have commenced such cure within such 30-day period and shall not thereafter proceed diligently to completion). If County terminates this Agreement pursuant to this Paragraph H or Paragraph I below, then County shall, without prejudice to any other right or remedy available to it, be entitled to a reimbursement from ABLP of the unearned portion of any annual License Fee paid by County to ABLP for the year in which such termination occurs (prorated as of the effective date of termination).

I. Other Termination Grounds. Without prejudice to any other right or remedy available to either party at law or in equity and in addition to the provisions of Paragraphs G and H above and Paragraph K below, this Agreement may be terminated by either party if the other party, or any parent of such other party, shall: (1) have an order for relief entered with respect to it, commence a voluntary case or have an involuntary case filed against it under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect (and such order or case is not stayed, withdrawn or settled within 60 days thereafter) (it is the intent of the parties hereto that the provisions of Section 365(e)(2)(A) of Title 11 of the United States Code, as amended, or any successor statute thereto, be applicable to this Agreement); (2) file for reorganization, become insolvent or have a receiver or other officer having similar powers over it appointed for its affairs in any court of competent jurisdiction, whether or not with its consent (unless dismissed, bonded or discharged within 60 days thereafter); and/or (3) admit in writing its inability to pay its debts as such debts become due.

J. Confidentiality. Except as otherwise required by law or the regulations of any securities exchange, ABLP and County agree not to disclose "Confidential Information" (as hereinafter defined) to any third party other than to their respective directors, officers, employees, partners and agents (and directors, officers, employees, partners and agents of their respective Affiliates) and advisors (including legal, financial and accounting advisors) (collectively, "Representatives"), as needed. "Confidential Information" shall include all non-public, confidential or proprietary information that ABLP or its Representatives make available to County or its Representatives or that County or its Representatives make available to ABLP or its Representatives (1) in connection with this Agreement, including, but not be limited to, the specific terms and conditions of this Agreement (2) information related to the past, present and future plans, ideas, business, strategies, sales figures or projections, marketing programs and other non-public information relating to either party, and (3) information identified by the disclosing party as being Confidential Information at the time of disclosure. Each party hereto shall maintain all Confidential Information of the other party in strictest confidence and in trust for the other party's sole benefit. Neither party shall (a) use Confidential Information for its own benefit other than in

furtherance of its work for the benefit of the other party hereto, or (b) disclose to third parties Confidential Information of the other party except as expressly provided herein. Each party shall disclose Confidential Information only to those who need access in order to participate in said party's performance of obligations to the other party. Each party will advise its employees to whom it provides Confidential Information pursuant to the preceding sentence that (a) the information is Confidential Information, and (b) they may not use or disclose Confidential Information contrary to the terms hereof. Confidential Information may be disclosed by a recipient thereof if such disclosure is required: (a) in response to an order of a court of competent jurisdiction; (b) in response to an inquiry or order issued by a state or federal agency of competent jurisdiction; or (c) to comply with any reporting obligation to any federal or state agency. No such disclosure shall be made by any party, however, without first providing the other party advance written notice sufficient to allow said other party to oppose said disclosure and/or seek implementation of protective procedures which will preserve the confidentiality of the information in question. In the event a party is served with subpoena or other document which would require it to disclose the other party's Confidential Information, the party served with such document shall immediately send a copy thereof to the other party via fax or overnight delivery service. Notwithstanding the foregoing, either party may disclose the other party's Confidential Information to the extent required by applicable law or regulation or by order of a court or other governmental entity, in which case such party will so notify the other party as soon as practicable and in any event at least thirty (30) days prior to such party making such required disclosure. The provisions of this Paragraph J will survive the expiration or sooner termination of this Agreement for a period of three (3) years.

K. Subservience to MLB. Notwithstanding any other provision of this Agreement:

1. This Agreement and the rights, exclusivities and protections granted by ABLP to County hereunder shall, at the request of the Office of the Commissioner of Baseball, be subject to its review and prior written approval, and shall in all respects be subordinate to, and shall not prevent the issuance, entering into, or amendment of, any of the following, each as may be issued, entered into or amended from time to time (collectively, the "MLB Documents"): (i) any present or future agreements or arrangements regarding the telecast, broadcast, recording (audio or visual), or other transmission or retransmission (including, but not limited to, transmission via the Internet or any other medium of interactive communication, now known or hereafter developed) of Major League Baseball games, and/or the accounts and descriptions thereof, entered into with third parties by any of the Office of the Commissioner of Baseball, Major League Baseball Enterprises, Inc., Major League Baseball Properties, Inc., Major League Baseball Properties Canada Inc., MLB Advanced Media, L.P., MLB Advanced Media, Inc. ("MLBAM"), MLB Media Holdings, Inc., MLB Media Holdings, L.P., MLB Online Services, Inc., and/or any of their respective present or future affiliates, assigns or successors (collectively, the "MLB Entities"), either on its own behalf or on behalf of the Major League Baseball Clubs and/or other MLB Entities; (ii) any other present or future agreements or arrangements entered into with third parties by, or on behalf of, any of the MLB Entities, including, without limitation, those relating to ticketing, e-commerce, and/or the exploitation of intellectual property rights in any medium, including the Internet or any other medium of interactive communication; (iii) any present or future agreements or arrangements entered into by ABLP with the other Major League Baseball Clubs and/or one or more of the MLB

Entities (including, without limitation, the Major League Constitution, the Basic Agreement between the Major League Baseball Clubs and the Major League Baseball Players Association, the Professional Baseball Agreement, the Major League Rules, the Interactive Media Rights Agreement, and each agency agreement and operating guidelines among the Major League Baseball Clubs and an MLB Entity); and (iv) the applicable rules, regulations, policies, bulletins or directives issued or adopted either by the Commissioner or otherwise pursuant to the Major League Constitution or any such agency agreement.

2. The territory within which County is granted rights hereunder cannot extend beyond the Home Television Territory of ABLP, as established and amended from time to time pursuant to the MLB Documents. Nothing herein shall be construed as conferring on County rights in areas outside of the ABLP's Home Television Territory.

3. ABLP shall have the right, at no cost or liability to it or any other club or MLB Entity, to terminate this Agreement at any time County breaches its obligations under Paragraph 1 or 2 above. The right to terminate shall be exercisable by delivering written notice to County within 30 days after the ABLP obtains actual knowledge that such breach or retransmission has occurred and the Effective Date of such termination shall be no more than 30 days after the date such notice is given, as specified by ABLP in such notice.

4. Any right or obligation in this Agreement involving "Interactive Media," must be approved in writing by MLBAM prior to ABLP's execution of this Agreement. For purposes of this provision, "Interactive Media" shall mean (i) the Internet or any other on-line system or computer network; (ii) any interactive wireless service, including any interactive microwave or cellular service; (iii) any interactive satellite service; (iv) any interactive broadcast television, broadcast radio or cable television service; and (v) any other medium of interactive communication now known or hereafter devised.

5. Without limiting the generality of the foregoing, County acknowledges and agrees that: (a) various Facility signage and other advertising (including but not limited to field rotational and scoreboard signs) may be subject to blackout or preemption in connection with national television broadcasts or MLB "jewel" events such as All-Star Game exhibition and playoff and World Series games; and (b) County shall not be entitled to any consideration, refund or other relief in the event of such blackout or preemption.

L. County Equipment. Nothing herein shall obligate ABLP or its Affiliates to design, create, construct, set up, remove, tear down or store any equipment, tools, or other property of County (e.g., kiosks, canopies, tents, temporary structures, booths, etc., collectively, "County Equipment"). In the event that ABLP or its Affiliates agree to design, create, construct, set up, remove, tear down and/or store any County Equipment, County hereby releases ABLP and its Affiliates of and from any and all claims, causes of action, damages, liabilities or expenses arising out of design, creation, construction, set up, removal, tear down and/or storage of the County Equipment.

M. Miscellaneous.

1. County may not assign or transfer this Agreement or any interest herein (including, but not limited to, rights and duties of performance), nor shall the same be assignable by operation of law, without the prior written consent of ABLP. ABLP may assign or transfer this Agreement (or a portion thereof) to a third party in ABLP's sole discretion.

2. Each party hereto represents that: (i) the execution, delivery and performance of this Agreement has been duly and validly authorized by all necessary corporate or partnership action, as

applicable; (ii) this Agreement constitutes the legally valid and binding obligation of such party; and (iii) the execution, delivery and performance of this Agreement will not violate or constitute a breach or default under any other agreement by which it is bound. Each of the parties hereto acknowledges and agrees that, except as expressly set forth herein, neither party has made, and neither party is relying on, any representation or warranty, express or implied, with respect to the subject matter hereof. The representations and warranties contained herein shall survive the execution and delivery of this Agreement.

3. This Agreement shall be subject to, and the parties hereto agree to comply with, all applicable federal, state, municipal and local laws and regulations now or hereafter in effect.

4. The performance by either party hereto of its respective nonmonetary obligations under this Agreement shall be excused during the period of time that such performance is delayed or prevented in whole or in part by acts of God, fire, floods, storms, explosions, accidents, epidemics, war, civil disorder, strikes or other labor difficulties, or any law, rule, regulation, order or other action adopted or taken by any federal, state or local government authority, or any other cause not reasonably within such party's control, whether or not specifically mentioned herein.

5. Neither the failure to insist upon strict performance of any of the agreements, terms, covenants or conditions hereof, nor the acceptance of monies due hereunder with knowledge of a breach of this Agreement, shall be deemed a waiver of any rights or remedies that either party hereto may have or a waiver of any subsequent breach or default in any of such agreements, terms, covenants or conditions. No delay or omission in the exercise of any right, power or remedy accruing to any party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.

6. The provisions contained herein constitute the entire agreement between the parties hereto with respect to the subject matter hereof, and no statement or inducement with respect to the subject matter hereof by either party hereto or by any agent or representative of either party hereto which is not contained in this Agreement shall be valid or binding among the parties. This Agreement cannot be modified except in writing signed by an individual with authority to sign such a writing on behalf of County and an officer of ABLP. For the purposes of modifying this Agreement, electronic mail shall not be considered a "writing signed by an individual. The parties hereto are independent contractors, and nothing in this Agreement shall be deemed or construed to create, or have been intended to create, a partnership, joint venture, employment or agency relationship between the parties hereto. Each party hereto shall execute any and all further documents or instruments and take all necessary action that either party hereto may deem reasonably necessary to carry out the proper purposes of this Agreement. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California.

7. This Agreement has been fully reviewed and negotiated by the parties hereto and their respective legal counsel. Accordingly, in interpreting this Agreement, no weight shall be placed upon which party hereto or its counsel drafted the provision being interpreted. Wherever this Agreement provides for one party hereto to provide approval or consent, such approval or consent shall, except as may otherwise be specified herein, be given in such party's sole judgment and discretion.

8. If any term or provision of this Agreement shall be found to be void or contrary to law or unenforceable, such term or provision shall, but only to the extent necessary to bring this Agreement within the requirements of law, be deemed to be severable from the

other terms and provisions hereof, and the remainder of this Agreement shall be given effect as if the parties had not included the severed term herein.

9. Each party to this Agreement represents that it is a sophisticated commercial party capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of this Agreement.

10. Unless otherwise set forth in the Main Agreement, County shall be responsible for all costs (including but not limited to creative, design, production, changes, revisions and removal) with respect to any signage purchased by County under this Agreement.

11. ABLP reserves the right to eliminate existing static signage in the Facility and replace such static signage with electronic, LED or other similar signage (collectively, "Electronic Signage"). ABLP further reserves the right to relocate existing static signage within the Facility. As and to the extent that County has licensed static signage in the Facility under this Agreement (the "County Signage"), then in the event ABLP converts such static signage into Electronic Signage or relocates such static signage within the Facility, the provisions of Paragraphs P.11(a) or P.11(b), as applicable, shall control:

a) In the event that ABLP relocates the County Signage to another location or locations within the Facility, County shall be entitled (as determined by ABLP and as County's sole and exclusive remedy) to: (i) a pro rata credit for a diminution in the value of the County Signage following such relocation (all as calculated in accordance with ABLP's rate card in effect as of the date of this Agreement); (ii) additional signage or other exposure within the Facility, which additional signage or exposure shall have a value equal to the diminution in the value of the County Signage following such relocation (all as calculated in accordance with ABLP's then-current rate card); or (iii) a combination of subparagraphs (i) and (ii) above.

b) In the event that ABLP eliminates the County Signage and replaces such County Signage with Electronic Signage, County shall be entitled (as determined by ABLP and as County's sole and exclusive remedy) to: (i) a pro rata credit for the elimination of the County Signage (as calculated in accordance with ABLP's rate card in effect as of the date of this Agreement) or (ii) exposure on the Electronic Signage in a value equal to the value of the County Signage for the balance of the term to which County is entitled to such County Signage under this Agreement (all as calculated in

accordance with ABLP's then-current rate card); or (iii) a combination of subparagraphs (i) and (ii) above.

12. Those provisions which by their nature are intended to survive the expiration, cancellation or termination of this Agreement, including, by way of example only, the Indemnification and Confidentiality provisions, shall survive the expiration, or termination of this Agreement.

13. Section headings contained in this Agreement are for reference purposes only and shall not be used to construe or interpret this Agreement.

14. For the purposes of this Agreement, the term "Stadium" shall mean the interior areas of the outdoor venue known as Angel Stadium of Anaheim and located at 2000 Gene Autry Way, Anaheim, California 92806. The term Stadium shall not include the parking lots, offices, dressing rooms, or non-public areas at the venue.

15. County shall, at their sole cost, maintain occurrence based Commercial General Liability Insurance Policy, including but not limited to contractual liability, personal injury liability, advertising injury liability and products/completed operations liability coverage with minimum limits of \$1,000,000 per occurrence, Errors & Omissions Liability/ Miscellaneous Professional Liability Insurance, with a minimum limit of \$10,000,000 per Claim and Umbrella Liability Insurance with excess coverage of \$10,000,000 for each occurrence and \$10,000,000 general aggregate. County shall provide proof of insurance and endorsements adding ABLP Parties as an additional insured.

Q. R. S. Venue, Choice of Law, Attorney's Fees. In actions related to this Agreement each Party, on behalf of its successors and assigns consent and submit to the exclusive jurisdiction of the state and federal courts located in Orange County, California and waive any objection to the propriety or convenience of venue in such courts. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles. The prevailing party in such litigation shall be reimbursed by the other party for all costs and expenses issued in connection with the suit or action, including attorney's fees and costs at the trial level and on appeal.

T. Radio Advertising Nondiscrimination. County represents and warrants to ABLP and its radio affiliates that Advertiser does not discriminate on the basis of race, creed or color in its placement of advertisements with ABLP or its radio affiliates.

Exhibit A
COUNTY OF ORANGE
TERMS AND CONDITIONS

- A. Entire Contract:** This Agreement, including the ABLP Standard Terms and Conditions, when accepted by ABLP either in writing or by the shipment of any article or other commencement of performance hereunder, contain the entire Agreement between the Parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or his designee, hereinafter "Purchasing Agent."
- B. Amendments:** No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- C. Contingency of Funds:** ABLP acknowledges that funding or portions of funding for this Agreement may be contingent upon County budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Agreement. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Agreement without penalty.
- D. Taxes:** Unless otherwise provided herein or by law, rates quoted do not include California state sales or use tax.
- E. County Acceptance/Payment:** Per ABLP Agreement.
- F. Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Agreement, ABLP shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Agreement. ABLP warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, property right, or trade secret right of any third party. ABLP agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnities harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.
- G. Consent to Breach Not Waiver:** No term or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- H. Remedies Not Exclusive:** The remedies for breach set forth in this Agreement are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Agreement does not preclude resort by either party to any other remedies provided by law.
- I. Independent Contractor:** ABLP shall be considered an independent ABLP and neither ABLP, its employees, nor anyone working under ABLP shall be considered an agent or an employee of County. Neither ABLP, its employees nor anyone working under ABLP shall qualify for workers' compensation or other fringe benefits of any kind through County.
- J. Performance:** ABLP shall perform all work under this Agreement, taking necessary steps and precautions to perform the work to County's satisfaction. ABLP shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by ABLP under this Agreement. ABLP shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and

maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.

- K. Change of Ownership:** ABLP agrees that if there is a change or transfer in ownership of ABLP's business prior to completion of this Agreement, the new owners shall be required under terms of sale or other transfer to assume ABLP's duties and obligations contained in this Agreement and complete them to the satisfaction of County.
- L. Compliance with Laws:** ABLP represents and warrants that services to be provided under this Agreement shall fully comply, at ABLP's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. ABLP acknowledges that County is relying on ABLP to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, ABLP agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- M. Pricing:** The Agreement rates shall include full compensation for providing all required goods, in accordance with required specifications, or services, as specified herein or when applicable, in the scope of services attached to this Agreement, and no additional compensation will be allowed therefore, unless otherwise provided for in this Agreement.
- N. Waiver of Jury Trial:** ~~Each party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Agreement and/or any other claim of injury or damage.~~ **Intentionally left blank.**
- O. Terms and Conditions:** ABLP acknowledges that it has read and agrees to all terms and conditions included in this Agreement.
- P. Headings:** The various headings and numbers herein, the grouping of provisions of this Agreement into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
- Q. Severability:** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- R. Calendar Days:** Any reference to the word "day" or "days" herein mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- S. Interpretation:** This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Agreement. In addition, each party has been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Agreement by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purpose of the parties and this Agreement.
- T. Authority:** The parties to this Agreement represent and warrant that this Agreement has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

U. Employee Eligibility Verification: ABLP warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirement set forth in Federal statutes and regulations. ABLP shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. ABLP shall retain all such documentation for all covered employees for the period prescribed by the law. ABLP shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against ABLP or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

V. Indemnification Provisions:

ABLP agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies which COUNTY'S Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by ABLP pursuant to this CONTRACT. If judgment is entered against ABLP and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, ABLP and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

COUNTY agrees to indemnify and hold ABLP, its officers, employees, agents harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to (1) the services, products or other performance provided by COUNTY pursuant to this CONTRACT, (2) information and merchandise given by COUNTY to the public as part of the services COUNTY is purchasing pursuant to this CONTRACT, and (3) claims arising from the advertising that COUNTY has provided to ABLP for display pursuant to this AGREEMENT. If judgment is entered against ABLP and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY, ABLP and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.



OC Parks and Angels Baseball
2017 Partnership Addendum

Player / Strike Force Girls Appearance

- Player appearance by current Angels player at OC Parks location [1]
- Player to be selected from a list submitted by ABLP (Player shall be "Tier 2" or higher)
 - Player will be mutually agreed upon between ABLP/OC Parks
- Location and date to be mutually agreed upon between ABLP and OC Parks
- Event will also include appearance by two [2] Strike Force girls for four (4) hours
- Angels social media support included for player appearance

Logo/Promotional Rights

- OC Parks given logo usage for promotional materials through OCWR contract
- Logo usage to be approved by ABLP prior to print
- EX: Come to the Orange County Zoo wearing your Angels gear and receive free admission to the zoo. The first 200 to arrive will receive priority in line to meet the Angels second baseman!

Angels Radio on KLAA AM830 & 710 ESPN Radio (*Projected 50% of games simulcast on 710 ESPN*)

- Flight: Mutually agreed upon 3 week period leading up to player appearance
- :30 In-Game Promotional Spots (1x per game) [20 games]
- :30 Pre/Post-Game Spots (1x per game) [20 games]
- OC Parks to provide spots OR provide scripts for Angels talent to record

Total Net Investment: +25,000 (to current OCWR contract)