

County of Orange
 MA-299-22011360



**ANGELS BASEBALL
 SPONSORSHIP AGREEMENT**

The following are the terms of the agreement ("Agreement") between Angels Baseball LP, a California limited partnership ("ABLP") and the County of Orange a political subdivision of the State of California, through its OC Waste & Recycling Department ("County") for Marketing Services. ABLP, and County may individually be referred to as a "Party" or collectively as the "Parties."

1. **Term:** This Agreement shall be effective July 1, 2022, through June 30, 2025, for a three-year period unless sooner terminated as provided in the Standard Terms and Conditions to Sponsorship Agreement (the "Standard Terms") attached hereto (the "Term(s)").
2. **Sponsorship Elements:** Whereas County has agreed to purchase certain advertising, marketing and promotional elements ("Sponsorship Elements") from ABLP in an amount not to exceed \$300,000. Funds or assets not used in any year may be rolled over for use in subsequent years of contract.

County hereby agrees to purchase, and ABLP hereby agrees to reserve and provide, the following Sponsorship Elements.

County Sponsorship Elements		
Orange County Department of Education (OCDE) School Curriculum Support		
Material/Service	Description	Quantity
Adopt-A-School Program	<p>Parties to coordinate annually with OCDE to identify schools to be awarded a \$1,500 scholarship towards establishing a school recycling or compost program in support of statewide diversion and recycling mandates and OCDE curriculum.</p> <p>ABLP to coordinate with written approval from OC Waste & Recycling (OCWR) Project Manager or Designee:</p> <ul style="list-style-type: none"> • Identification and coordination of scholarship to schools each contract year • An annual report of any waste diversion by weight or other measure designated by OCWR as a result of each scholarship, including photos and brief description of use of funds. Report due the following year the first of the month from scholarship award. This includes obligation of a final report for the final year scholarship which shall be due in 2026. • Inclusion of Adopt-A-School Program content and engagement activities online via the Angels' Baseball website. ABLP to create monthly programs for each school to participate in. Topics/programs outside of recycling to include: STEM, Literacy and Diversity, Equity & Inclusion (LDE&I). OCWR shall have the ability to approve any additional programming included for adopted schools. OCWR shall assist ABLP to incorporate organic waste programs for each school as a part of the compost science program from Discovery Cube exhibits. • Metrics to be tracked through online Summer Slugger portal and reported back to OCWR. Metrics to include: Page views, total number of participants, engagement by participant and program completion. Separate annual report to include the metrics for each calendar year of Contract. • Overall program and school participation to be showcased through ABLP social media accounts, Angels' Magazine and Angels' monthly Community E-newsletter included as part of the deliverables noted in the marketing inventory. 	Five (5) schools per year (one school in each Supervisorial District) for a total of five (5) scholarships in the amount of \$37,500 for the life of the Contract.

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Education Videos	<p>One (1) to two (2) minute educational videos with players determined by ABLP and OCWR highlighting key topics in support of school curriculum and waste diversion outreach. Topics may include but are not limited to:</p> <ul style="list-style-type: none"> • Keep Green Waste Clean • Why organic material like green and food waste are important parts of the recycling stream • Roles we all play in preserving our local resources. <p>Videos can be used with online curriculum and social media promotion linked via the ABPL website.</p>	<p>Up to three (3) videos per year.</p> <p>ABLP to produce and develop videos with OCWR input and host on ABLP website and social media accounts.</p>
Curriculum Participation Incentive Program	<p>As an incentive for the highest performing school through the OCDE outreach program, ABLP to host a "Virtual Player Chat." Chat will include a game component, discussion and Q&A. OCWR will help develop topics and questions in support of waste diversion curriculum and messaging. Schools to be selected in partnership with OCDE.</p>	<p>On an annual basis, ABLP shall coordinate with OCWR to create scripting and hosting of Virtual Player Chat. Up to two (2) schools and/or specific classes to have their own unique opportunity. Each program/chat shall run for at least thirty (30) minutes</p>
Marketing		
Newsletters, Features & Social Media	<p>ABLP to promote the environmental education partnership between ABLP, OCWR and OCDE through ABLP print, social media and online newsletters. ABLP to work with OCWR to develop content and timeline.</p>	<p>On an annual basis, OCWR shall be included in up to five (5) "Angels in the Community" spotlights via Angels Magazine, six (6) Community e-newsletters and three (3) designated social posts via @angels accounts on Facebook and Twitter. ABLP to provide (2) OCWR Discovery Cube coupon or other distribution opportunities per year, through outlets such as "Kids Club" kits or "Angels 5K" packets. OCWR to provide printed materials for distribution.</p>
Miscellaneous Promotion	<p>OCWR's strategic marketing plan may result in unanticipated or revised tasks. OCWR and ABLP may adjust, amend or update Contract tasks, based upon mutual agreement.</p> <ul style="list-style-type: none"> • ABLP shall submit a plan with all related deliverables, including graphic design, printing services, and any other associated costs to be approved by both Parties. 	<p>For entire length of Agreement</p>
Autographed Memorabilia	<p>ABLP shall annually provide (5) player-signed memorabilia (from existing roster) for distribution by OCWR for school programs or other waste diversion education incentives.</p>	<p>Five (5) autographed items per year upon request from OCWR</p>

3. Licensing: In consideration of the Sponsorship Elements, purchased by County hereunder, County shall pay ABLP the annual net license fee in an amount not to exceed \$100,000, ("License Fee") per contract

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year during Contract Term, payable as noted below, for a cumulative total amount of \$300,000 for a three-year term.

- a. In consideration for the Sponsorship Elements, purchased by County hereunder, County shall pay ABLP the annual net License Fee in 4 installment(s) of \$25,000 due and payable on July 1, August 1, September 1 and October 1.
- b. **Subsequent Years:** (Years 2 and 3): Within 30 days of the end of each contract calendar year of the current Sponsorship Element Year, the Parties will meet to establish or confirm Sponsorship Elements. Sponsorship Elements in subsequent years may be reduced or changed based on the mutual agreement of the Parties.

Invoices for the Sponsorship Elements will be delivered to:

County of Orange, OC Waste & Recycling
601 N. Ross St., 5th Floor
Santa Ana, CA 92701
Attention: Accounts Payable

With regard to any such invoices, County's payment terms are net thirty (30) days receipt of invoice. All payments hereunder shall be deemed to include all applicable taxes, duties and charges.

4. Art: Art, or other production, must be approved by County and delivered to ABLP in a timely manner as mutually determined between ABLP and the appropriate County Project Manager or Designee. Failure of County to deliver approved art within this time period shall not defer liability hereunder.
5. 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.
6. 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 Community Programs 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
601 N. Ross St., 5th Floor
Santa Ana, CA 92701
Attention: OCWR Community Programs
Manager
Irene Alonso -(714)834-4174

If to ABLP:

Angels Baseball LP
2000 Gene Autry Way
Anaheim, California 92806
Attention: Vice President of Sales
Fax: 714-940-2202

With a copy to:

Angels Baseball LP
2000 Gene Autry Way

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Anaheim, California 92806
Attention: Legal Department
Fax: 714-940-2251

7. 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 written mutual agreement of County and ABLP.
8. 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 of Sales, ABLP and accepted by the Senior Vice-President, Finance and Administration, President, or Chairman of ABLP.
9. This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.


(Signatures continue on the following page)

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

ANGELS BASEBALL LP*

By 
Print Name Mike Fach
Title VP, Corp. Partnerships
Corporate Officer
Date 4-7-22

By 
Print Name Dana Wells
Title CEO
Corporate Officer
Date 4/7/22

COUNTY OF ORANGE
a political subdivision of the State of California

By _____
Print Name _____
Title _____
Date _____

APPROVED AS TO FORM:

County Counsel

By Paul Albarian 04/07/2022
Paul Albarian, Senior Deputy

* 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 signee to bind the corporation.

A/E: NP JC: _____ MJ: _____
4/7/22

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STANDARD TERMS AND CONDITIONS TO SPONSORSHIP AGREEMENT

The following sets forth the Standard Terms and Conditions to the Sponsorship 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 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. County's failure to make full payment shall be deemed a breach of this Agreement in accordance with these Standard Terms and Conditions. Time is of the essence with respect to all License Fee payments. Payment or receipt or acceptance of any payment in an amount less than the amount required to be paid under this Agreement shall not be deemed an accord and satisfaction, or a waiver of the right to receive and recover the full amount due and payable under this Agreement, notwithstanding any statement to the contrary on any check or payment or on any letter accompanying such check or payment.

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 sponsorship 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 sponsorship 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 exclusive 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 Intellectual Property (as defined below) 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. Intellectual Property. Except as provided in the Main Agreement, ABLP does not grant County any rights to use any Intellectual Property of ABLP. Intellectual Property means patents, trademarks, service marks, logos, trade names, internet domain names, rights in designs, copyrights (or any derivative works thereof), moral rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the universe. All Intellectual Property 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 the Intellectual Property of ABLP shall be nonassignable and nontransferable and shall be for the Term only. Any Intellectual Property 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 the Intellectual Property of County shall be nonassignable 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. Indemnification by County. County shall defend, indemnify and hold ABLP, its Affiliates and the officers, directors, partners, agents and employees ("ABLP Parties") of each, harmless from and against any and all claims, suits, damages, losses, liabilities, obligations, fines, penalties, costs and expenses (whether based on tort, breach of contract, product liability, patent or copyright or trademark infringement or otherwise), including reasonable legal fees and expenses, of whatever kind or nature (collectively, "Claims"), arising out of or based on: (1) the services, products or other performance provided by County pursuant to this Agreement;

(2) County's breach or default under this Agreement; (3) the use of County's Intellectual Property in the manner approved by County; (4) any Claims, including but not limited to Claims based on defamation, invasion of privacy, infringement of copyright, trademark or license, unfair or improper trade practices or other wrongful business conduct, violation of Federal Trade Commission rules and analogous state agencies, by reason of the broadcast, telecast or publication of the advertisements furnished by County; (5) any applicable sales or other taxes due from or on behalf of County on any sums paid by County (excluding only income taxes payable to ABLP on such sums) regardless of whether such taxes must be collected by ABLP on behalf of the taxing authority and regardless of whether County shall challenge the assessment or amount of such taxes; (6) the manner, use, sale or offering of any of County service or product pursuant to a consumer promotion approved by ABLP hereunder; and/or (7) any negligent or willful act or omission or violation of any contractual arrangement of County Indemnities, in connection with its or their performance relating to this Agreement. The provisions of this

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Paragraph G and Paragraph I shall survive the expiration or sooner termination of this Agreement.

H. Indemnification by ABLP. ABLP shall defend, indemnify 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 and against any and all Claims arising out of or based on: (1) the services, products or other performance provided by ABLP pursuant to this Agreement; (2) ABLP's breach or default under this Agreement; (3) the use of ABLP's Intellectual Property in the manner approved by ABLP; and (4) any negligent or willful act or omission in violation of any contractual arrangement of ABLP or its Affiliates, or the officers, directors, partners, agents or employees of each, in connection with its or their performance relating to this Agreement. The provisions of this Paragraph H and Paragraph I shall survive the expiration or sooner termination of this Agreement.

I. Conditions on Indemnification. The Party to whom indemnification is owed (the "Indemnified Party") shall give notice to the Party required to provide indemnification under this Agreement (the "Indemnifying Party") of any action or proceeding for which indemnification is sought and the Indemnifying Party (at its expense) shall assume the defense of any Claim (with counsel approved in writing by the Indemnified Party and with the Indemnified Party having the right (at its expense) to join in any such action or proceeding). The Indemnifying Party shall not consent to a settlement or entry of any judgment, award or order that (1) could affect the intellectual property rights or other business interests of the Indemnified Party or (2) does not include an unconditional release (including release under California Civil Code Section 1542 or other analogous law) from all liability with respect to such claim or litigation. If judgment is entered against ABLP and County by a court of competent jurisdiction because of the concurrent active negligence of County and ABLP, the Parties agree that liability will be apportioned as determined by the court. Neither County nor ABLP shall request jury apportionment.

J. 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 L and N below, ABLP may terminate this Agreement if: (1) County conducts any promotion or uses any marketing, advertising or other promotional material containing any Intellectual Property or other identifiable marks 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 to County's part to cure such violation. If ABLP terminates this Agreement pursuant to this Paragraph J or Paragraph L 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 hereunder and all future payments shall be immediately due and payable through the completion of the then-current season.

K. Termination by County. 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). (2) County reasonably determines that, as the result of any occurrence or change of circumstances involving ABLP (specifically excluding ABLP's on-field personnel), the continued association with ABLP as provided for hereunder would have an unreasonably adverse impact on the name, image, reputation, goodwill or proprietary rights of County or its Affiliates. (3) County provides 30 days written notice prior to the start of a new Sponsorship Element year. If County terminates this Agreement before April 1 of any year of the Term pursuant to this Paragraph K or Paragraph L below or has not made any payment towards the License Fee in the year in which termination occurs, then County shall not be entitled to any reimbursement from ABLP. If County terminates this Agreement after April 1 of any year of the Term pursuant to this Paragraph K or Paragraph L 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 season in which such termination occurs (pro-rated at a rate calculated by the number of remaining days on the effective date of termination until the scheduled final game of the Angels regular season by 180).

L. 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 J and K above and Paragraph N below, this Agreement may be terminated by any Party if the other Party or parties, or any parent of such other Party or Parties, 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

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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.

M. 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 (I) 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. The provisions of this Paragraph M will survive the expiration or sooner termination of this Agreement for a period of three (3) years.

N. Subsistence to MLB. Notwithstanding any other provision of this Agreement:

I. 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, assignor 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 (as defined in the MLB governing documents) 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 I 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

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consideration, refund or other relief in the event of such blackout or preemption.

0. 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.

P. 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, supersedes any prior oral or written understandings between the Parties, 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. All arrearages in the payment of any sums due to either party hereto under the provisions of this Agreement shall bear interest from the date due until paid at the lesser of (i) one percent (1%) per month and (ii) the highest rate of interest then allowable pursuant to applicable law.
10. 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.
11. In the event that County receives season seats under this Agreement, the season seats shall entitle County to admission only to Angels regular season games and not to any other events at the Facility including, but not limited to: concerts, football games, and motorsports, Angels playoff games, etc. Furthermore, should County receive season seats under this Agreement, such seats will be governed by the season seat holder terms and conditions applicable to all season seats, regardless of any language to the contrary in this Agreement.
12. 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.
13. 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 ("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.13(a) or P.13(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

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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.

14. 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.

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

16. County shall pay ABLP no less than Twenty Five Dollars (\$25.00) for each County check returned to ABLP as unpayable.

17. 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 E. 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.

N. 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. In any action or proceeding to enforce or interpret any provision of this Agreement, each Party shall bear their own attorney's fees, costs and expenses.

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

P. County Cooperative Contract: The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Contract a Contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds

required. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

The Contractor shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.