



City of Anaheim
OFFICE OF THE CITY MANAGER

June 19, 2013

Aaron Kushner
Chief Executive Officer
Freedom Communications, Inc.
625 North Grand Avenue
Santa Ana, CA 92701

Reference: *Letter of Intent Regarding Freedom Communications Inc.'s
Exclusive Right to Solicit ARTIC Naming Rights Sponsor*

Dear Mr. Kushner,

Freedom Communications, Inc. ("Freedom") has approached the City of Anaheim ("Anaheim") with a proposal that would give Freedom exclusive representation rights to solicit a corporate sponsor or sponsors to place its/their name(s) on the Anaheim Regional Transportation Intermodal Center ("ARTIC") terminals. This will confirm that Anaheim is willing to afford Freedom such exclusive representation rights for a twelve (12) month period beginning on June 19, 2013.

Accordingly, we wish to outline the proposed deal points required to effect the foregoing. To this end, this letter shall constitute a non-binding letter of intent ("Letter of Intent"), pursuant to which we will summarize, in writing, the deal points that have been discussed between Anaheim staff and Freedom over the past several months. This letter shall not constitute a binding agreement to accept any sponsor proposed by Freedom, or to pay Freedom any commission for securing a sponsor. Anaheim has the sole and exclusive right to choose the sponsor(s) for the ARTIC terminal. If and when Anaheim selects a sponsor presented by Freedom, the parties will negotiate and enter into an appropriate agreement setting forth Freedom's compensation and other deal terms.

1. Exclusive Right to Solicit Potential Corporate Sponsors.

For a twelve (12) month period, beginning on June 19, 2013, Freedom has an exclusive right to solicit a corporate sponsor or sponsors to place its/their name(s) ("Naming Sponsor") on the Anaheim Regional Transportation Intermodal Center ("ARTIC") terminals. During this time frame, no other person or entity shall be authorized to solicit Naming Sponsors or sponsorship on behalf of Anaheim, and Anaheim will not enter into an agreement with any solicitor for naming rights. Anaheim, however, reserves the right to enter into agreements for advertising, including billboards and interior signage at the ARTIC facility, including but not limited to the terminal, parking lots and rail platform areas.


2. Scope of Freedom's Authority.

In soliciting Naming Sponsors for the ARTIC terminal, Freedom is acting as an independent contractor and not as an agent or employee of Anaheim. Freedom has no authority to make any agreements or representations on behalf of Anaheim, including but not limited to, any representations as to whether Anaheim is willing to or will select a particular Naming Sponsor or enter into a naming sponsorship agreement with any third party. Freedom agrees to defend and indemnify Anaheim for and against any claims or actions brought by any third party claiming a right to naming sponsorship based on unauthorized representations of Freedom.

3. Conclusion.

Assuming these terms are acceptable, please sign this Letter of Intent at the place indicated below and return it to me. As stated above, this Letter of Intent is *not* a binding agreement or an offer to enter into an agreement, but is merely an outline of some of the terms and conditions which would be contained in agreements of the parties; it is *not* intended to create for either Anaheim or Freedom contractual relationships, rights, obligations, duties or remedies in a court of law. It is acknowledged that terms have not been fully developed and negotiated, and that binding agreements have not been executed, notwithstanding the exchange of signatures to this Letter of Intent. The final terms and conditions of any agreements are subject to approval by the City Council of Anaheim and Freedom Communications.

Very truly yours,



Paul Emery, Assistant City Manager

Approved and Agreed:

Freedom Communication Inc., a
Delaware corporation

By: 

Name: Aaron Kushner

Title: CEO