

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement ("Assignment") is made as of November 19, 2002 between The City of Anaheim, a municipal corporation and charter city under the laws of the State of California ("Assignor") and Nederlander-Grove, LLC, a California limited liability company ("Assignee").

A. Assignor and Aramark Entertainment, Inc., a Delaware corporation ("Aramark") entered into that certain agreement dated for purposes of identification as of October 29, 2002 for the provision of food, beverage, and other concession services by Aramark to Assignor (the "Agreement").

B. Pursuant to that certain "Concessions Agreement" dated October 24, 2002 between Assignor and Assignee, Assignor desires to assign its rights and obligations under the Agreement to Assignee, and Assignee desires to accept such assignment and assume Assignor's rights and obligations under the Agreement on the terms set forth below.

For good and valuable consideration, the receipt of which is acknowledged, the parties agree:

1. Assignment and Assumption. As of the Effective Date (defined below): (i) Assignor assigns to Assignee, without representation or warranty, all of Assignor's right, title and interest under the Agreement; and (ii) Assignee assumes and agrees to perform all of the obligations and covenants in the Agreement to be performed after the Effective Date; provided, however, that the foregoing assignment and assumption is subject to the following terms and conditions: (a) Assignor expressly reserves the right, to be exercised reasonably, to approve all pricing for food and beverage items under the Agreement; (b) Assignee shall take no action to amend or extend the Agreement without the express written consent of Assignor, in its sole discretion, and (c) Assignee may cause the Agreement to be terminated for breach of a material obligation of Aramark in accordance with its terms and exercise other remedies for cause, but only after consultation with Assignor. This Assignment is effective on the date (the "Effective Date") that is the later to occur of the following two dates: (a) the date on which the term of the Agreement begins; and (b) the *Effective Date* under the Concessions Agreement.

2. Indemnification. Assignee agrees to indemnify and hold Assignor harmless from and against all liabilities, claims, damages, losses, costs, including attorneys' fees and court costs, arising out of the obligations under the Agreement assumed by Assignee under this Assignment.

3. Termination. Notwithstanding the foregoing provisions, this Assignment shall automatically terminate upon the termination or expiration of the Concessions Agreement, in which case Assignee hereby agrees that it will execute and deliver to Assignor such further instruments which may be reasonably necessary in order to assign and transfer to Assignor all of Assignee's rights under the Agreement and this Assignment.

4. Successors. This Assignment shall be binding on and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

5. Governing Law. This Assignment is governed and shall be construed in accordance with the law of the State of California.

6. Counterparts. This Assignment may be executed in any number of counterparts and by facsimile and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

Executed as of the date first written above.

[signatures pages follow]

ASSIGNOR:

THE CITY OF ANAHEIM, a Municipal Corporation and Charter City

By: 

Name: Greg Smith

Title: Executive Director
Convention, Sports & Entertainment Dept.

Approved as to Form:

by: _____

Larry Newberry
Senior Assistant City Attorney

[signatures continued on next page]

ASSIGNEE:

NEDERLANDER-GROVE, LLC

By: D. H.

Name: David Green

Title: Senior VP