

CHICAGO TITLE COMPANY

FREE RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

City of Anaheim  
Anaheim City Hall  
200 S. Anaheim Boulevard  
Anaheim, California 92805

Recorded in Official Records, County of Orange  
Darlene Bloom, Clerk Recorder



NO FEE

2002001079379 11:24am 11/27/02

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This document is exempt from a recording  
fee pursuant to Government Code Section 6103

## ASSIGNMENT AND ASSUMPTION AND FIRST AMENDMENT TO PARKING LICENSE AGREEMENT

This Assignment and Assumption and First Amendment to Parking License 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 Ogden Entertainment, Inc., a Delaware corporation, entered into a Parking License Agreement (the "Agreement") dated September 1st, 1997, and recorded in the official records of Orange County, California as Instrument No. 19970672348. Pursuant to an Assignment and Assumption Agreement of even date, Aramark Entertainment, Inc., a Delaware corporation and successor to Ogden Entertainment, Inc., assigned its rights under the Agreement to SMG, a Pennsylvania partnership and affiliate of Aramark Entertainment, Inc. ("SMG"). SMG has in turn assigned its rights under the Agreement to Assignor.

B. Pursuant to that certain "Concessions Agreement" dated October 24, 2002 between Assignor and Assignee: (i) Assignor desires to assign its rights and obligations under the Agreement to Assignee; (ii) Assignee desires to accept such assignment and assume Assignor's rights and obligations under the Agreement; (iii) Assignor and Assignee desire to amend the Agreement.

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

1. Assignment and Assumption. As of the Effective Date (as 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. The Effective Date shall be the date that the Grant Deed (as set forth in that certain Agreement of Purchase and Sale between Assignor and SMG) is recorded in the Office of the Orange County Recorder, State of California.

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. Amendment. Assignor and Assignee acknowledge and agree to the following amendments to the Agreement, to take effect as of the Effective Date:

(i) The last three sentences of Section 2.3(a) of the Agreement shall be deleted and replaced with the following:

"The Identified Use Period shall mean those periods during which, on a regular basis during the Term (as defined in the Concessions Agreement) the Facility (as defined in the Concessions Agreement) is used for such purposes as are contemplated by the Concessions Agreement, commencing one-half (1/2) hour prior to and expiring one-half (1/2) hour following each such use."

(ii) The first sentence of Section 2.3(b) of the Agreement is revised to read as follows:

"Provided that Licensee is using the Project for the uses contemplated by the Concessions Agreement, if in fact, on other than an isolated or occasional basis, the five hundred fifty (550) parking spaces as required under this Agreement are not available to Licensee in the Common Parking Area during the Identified Use Period, as demonstrated by a parking study obtained by Licensee, at Licensee's expense, Licensee shall have the right to notify Licensor in writing, providing a copy of the parking study (together, the "Parking Deficiency Notice")."

(iii) The parties acknowledge their respective rights and obligations under Section 12.4 of the Concessions Agreement during the period the Concessions Agreement is in effect.

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.

[SIGNATURE PAGES FOLLOW]

Executed as of the date first written above.

ASSIGNEE:

NEDERLANDER-GROVE LLC

By: *D. Green*

Name: David Green

Title: Senior VP

**ASSIGNOR:**

THE CITY OF ANAHEIM, a Municipal Corporation and Charter City

By:  \_\_\_\_\_

Name: Greg Smith

Title: Executive Director  
Convention, Sports & Entertainment Dept.

**Attest:**

\_\_\_\_\_  
Sheryll Schroeder  
City Clerk

**Approved as to Form:**

  
\_\_\_\_\_  
Jack L. White  
City Attorney

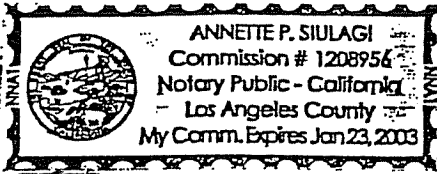
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of Los Angeles } ss.

On 11/25/2002, before me, Annette P. Siulagi, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
personally appeared David Green  
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal:

Annette P. Siulagi  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document  
Title or Type of Document: Assignment and Assumption and First Amendment to Parking License Agreement

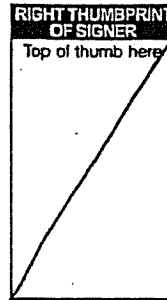
Document Date: 11/19/2002 Number of Pages: 4

Signer(s) Other Than Named Above: City of Anaheim  
Anaheim City Clerk  
Anaheim City Attorney

Capacity(ies) Claimed by Signer

- Signer's Name: David Green
- Individual
  - Corporate Officer — Title(s): Senior Vice President
  - Partner —  Limited  General
  - Attorney in Fact
  - Trustee
  - Guardian or Conservator
  - Other: \_\_\_\_\_

Signer Is Representing: Nederlander-Grove, LLC



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange } SS.

On 11-1-02, before me, Kara Kupsh

Date

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Greg Smith

Name(s) of Signer(s)

- personally known to me  
 proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Kara Kupsh  
Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: Assignment + Assumption + first

Document Date: 11-1-02

Number of Pages: 4

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer

Signer's Name: \_\_\_\_\_

- Individual  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary: Karen Kupsh  
Date commission expires: Oct 25, 2003  
Commission number: 1239768  
Vendor number: NNA1  
County where bond is filed: Orange

Place of execution: Irvine, CA

Date: 11-27-02

By: James K. [Signature]

Chicago Title Company