

#2426

JRHW:SSW:nct

09/02/82
10/18/82
10/25/82
11/02/82
11/19/82

82-410639

mab
nct

Exemption to acquisition by
City of Anaheim
Gov. code 6103

**EXEMPT
C8**

Recorded at the request of
TITLE INSURANCE & TRUST CO.

8:00 NOV 23 1982
A.M.

Official Records
Orange County, California

John A. Branch Recorder

**ASSIGNMENT AGREEMENT
RELATING TO CAPITAL IMPROVEMENTS**

This Assignment Agreement, made and entered into as of the 1st day of November, 1982, by and between City of Anaheim (California) Stadium, Inc., a California nonprofit corporation (hereinafter called "ASI") and First Interstate Bank of California, a state banking association organized and operating under the laws of the State of California (hereinafter called the "Trustee");

WITNESSETH:

In the joint and mutual exercise of their powers, in consideration of the mutual covenants herein contained, and for other valuable consideration, the parties hereto recite and agree as follows:

SECTION 1. Recitals.

(a) ASI and the City of Anaheim, California (the "City") have entered into a Lease Agreement Relating to Capital Improvements dated as of November 1, 1982 (the "Agreement"), whereby ASI has agreed to lease to City, and City has agreed to lease from ASI the Improvements (more particularly defined in the Agreement) in the manner and on the terms set forth in the Agreement.

(b) Under the Agreement, immediately following its recordation, ASI is required to deposit or cause to be deposited with the Trustee certain sums of money to be credited, held and applied in accordance with the Agreement and with a Trust Agreement Relating to Capital Improvements dated as of November 1, 1982 (the "Trust Agreement"), among ASI, the City and the Trustee.

(c) Upon recordation of the Agreement and the deposit of moneys by ASI with respect thereto, City is obligated to pay certain Lease Payments to ASI or its assignee. For the purpose of obtaining the moneys required to be deposited by it pursuant to the Agreement, ASI is willing to assign and transfer its rights under the Agreement to the Trustee for the benefit of the owners of certificates of participation (the "Certificates") to be executed under the Trust Agreement, and in consideration of such assignment, the Trustee is delivering such Certificates to Merrill Lynch White Weld Capital Markets Group for the sale to the public (the holders and owners, from time to time referred to as the "Owners"), the proceeds of which sale are required to be deposited by the Trustee on behalf of ASI in the various funds and accounts created pursuant to the Trust Agreement.

64374 WA

82-410639

(d) Each of the parties has authority to enter into this Assignment Agreement, and has taken all actions necessary to authorize its officers to enter into it.

SECTION 2. Assignment.

ASI, for One Dollar (\$1.00) and other good and valuable consideration in hand received, does hereby sell, assign and transfer to the Trustee, for the benefit of the Owners of Certificates executed and delivered under the Trust Agreement, each and all of its rights under the Agreement, including its right to receive Lease Payments from City under the Agreement; its right to receive proceeds of condemnation of, and insurance on, the Improvements; and its right to enforce payment of such Lease Payments when due and otherwise to protect its interests and enforce its rights under the Agreement in the event of a default by City. The Lease Payments shall be applied, and the rights so assigned shall be exercised, by the Trustee as provided in the Trust Agreement.

SECTION 3. Debt Not Assumed by ASI.

The parties hereto expressly acknowledge and agree that ASI, by the entering into of this Agreement, does not assume or guarantee, or otherwise obligate itself for, or become liable for, the payment of, or contingently agree to purchase, any debt of any person.

SECTION 4. Acceptance.

The Trustee hereby accepts such assignment for the purpose of securing such payments and rights to the Owners of the Certificates executed and delivered pursuant to the Trust Agreement, and subject to the provisions of the Trust Agreement.

SECTION 5. Conditions.

This Assignment Agreement shall confer no rights or impose no duties upon the Trustee beyond those expressly provided in the Trust Agreement.

82-410639

IN WITNESS WHEREOF, the parties have executed this Assignment Agreement by their officers thereunto duly authorized as of the day and year first written above.

CITY OF ANAHEIM (CALIFORNIA)
STADIUM, INC.

By *[Signature]*
President

Attest *[Signature]*
Secretary

FIRST INTERSTATE BANK OF CALIFORNIA,
as Trustee

By *[Signature]*
Vice President

By *[Signature]*
Assistant Trust Officer

82-410639

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.

On this 12th day of NOVEMBER in the year 1982, before me the undersigned, a Notary Public in and for said County and State personally appeared LEONARD SMITH and ARTHUR W. GARY JR. known to me to be the President and Secretary, respectively, of the corporation that executed the within instrument, on behalf of such corporation, and acknowledged to me that such corporation executes the within instrument pursuant to its Bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

Warren F. [Signature]
Notary Public in and for said
County and State



82-410639

STATE OF CALIFORNIA
COUNTY OF Los Angeles

} ss.

On this 23 day of November in the year 1982, before me the undersigned, a Notary Public in and for said County and State personally appeared L. P. Kollm and C. E. Dillard known to me to be the Vice President and Assistant Trust Officer of the banking association that executed the within instrument, on behalf of such banking association, and acknowledged to me that such corporation executes the within instrument pursuant to its Bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

Caroline M. Mackay
Notary Public in and for said
County and State
Caroline M. Mackay

