

SANTA FE ORIGINAL

AGR-1524.0.1

Contract No. 155865 A
RETURN TO Secretary, The A.T. & S.F. RY. CO. Topeka

ASSIGNMENT OF LEASE

This Assignment of Lease is made and entered into this first day of November, 1982, by and between National Railroad Passenger Corporation, hereinafter called "Assignor", and the City of Anaheim, California hereinafter called "Assignee";

WITNESSETH:

WHEREAS, The Atchison, Topeka and Santa Fe Railway Company, as Lessor, and Assignor as Lessee, executed a lease on February 18, 1982, (hereinafter referred to as the "Site Lease"). By the terms of the Site Lease, a copy of which is attached hereto marked Exhibit "B" and by this reference incorporated herein, the property more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein was leased to Assignor as Lessee for a term of ten years, commencing on June 1, 1982, and ending on May 31, 1992, subject to the option of Assignor to lease said property for two additional term(s) of five years each, and further, subject to earlier termination as therein provided; and

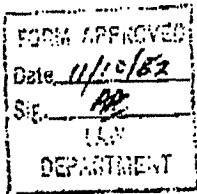
WHEREAS, Assignor now desires to assign the Site Lease to Assignee, and Assignee desires to accept the assignment thereof, in order that Assignee may reassign said Site Lease to City of Anaheim (California) Stadium, Inc. ("ASI") in order to enable ASI to construct a train station platform and appurtenant facilities on the property, for lease of such facilities to Assignee and reassignment of the Site Lease to City, all pursuant to a Lease Agreement Relating to Capital Improvements, dated as of November 1, 1982, by and between ASI and Assignee;

THEREFORE, Assignor and Assignee agree as follows:

Section 1. Assignment. In consideration of the above premises and for other valuable consideration, Assignor hereby assigns and transfers to Assignee all of its right, title, and interest, including its option to extend the lease for additional terms, in and to the Site Lease, and Assignee hereby agrees to and does accept the assignment, Assignee expressly assumes and agrees to keep, perform and fulfill all the terms, covenants, conditions, and obligations, required to be kept, performed and fulfilled by Assignor as Lessee thereunder, including the obligation to make (as more particularly set forth in that certain Agreement for the Construction, Operation and maintenance of a Rail Passenger Station and Parking Area at Anaheim, California, entered into by Assignee on October 26, 1982, with Assignor) all payments due to or payable on behalf of Lessor under said lease when due and payable; provided, however, that nothing herein shall be deemed to permit Assignee to interfere in any manner whatsoever with Assignor's rail passenger services, including termination of the Site Lease without written consent of

Assignor; provided, further, that in the event of any act of default by Assignee under the terms of the Site Lease, including the obligation to make payments as aforesaid, and upon failure to cure such default, upon thirty (30) days notice in writing from Assignor or Lessor, the assignment herein shall forthwith become null and void, and all right, title and interest in and to the Site Lease shall revert exclusively to Assignor.

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



NATIONAL RAILROAD PASSENGER CORPORATION, as Assignor

By Tony DeAngelo
Title Assistant Vice President- Real Estate
CITY OF ANAHEIM, as Assignee

By Don R. Root
Mayor

Attest: [Signature]
City Clerk

APPROVED:

[Signature]
City Attorney

CONSENT OF LESSOR

The Atchison, Topeka and Santa Fe Railway Company, as Lessor under the within-described Site Lease does hereby consent to the aforesaid Assignment of Lease and to the assignment by The City of Anaheim of its interest as Assignee herein, excluding its obligations, to City of Anaheim (California) Stadium, Inc., and the assignment back of said interest to the City of Anaheim, pursuant to that certain Lease Agreement Relating to Capital Improvements dated as of November 1, 1982 by and between City of Anaheim (California) Stadium, Inc., as lessor, and the City of Anaheim, as lessee. Lessor does not, by this consent, waive any of its right, title and interest in and to said Site Lease.

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY

By W J Swartz
Title Executive Vice President

FORM APPROVED
Robert R Bateson
General Attorney *RRB*

ATTEST:


By G A Schickel
Assistant Secretary

APPROVED AS TO FORM
Charles Bell
General Attorney

STATE OF ILLINOIS))
COUNTY OF COOK) ss.

On this 4th day of November, in the year one thousand nine hundred and eighty two, before me, E. M. ARREGUIN, a Notary Public in and for said County of Cook, State of Illinois, personally appeared W. J. SWARTZ, known to me to be the EXECUTIVE VICE President, and G.D. SCHECKEL, known to me to be the Assistant Secretary of the corporation that executed the within and foregoing instrument, and known to me to be the persons who executed said instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors..

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said County the day and year in this certificate first above written.


Notary Public in and for said
County of Cook
State of Illinois

(SEAL)

My Commission expires E. M. ARREGUIN

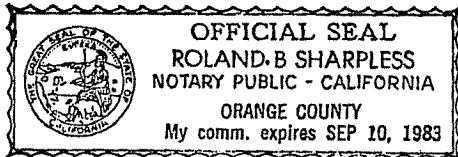
STATE OF CALIFORNIA

COUNTY OF ORANGE

)
) ss.
)

On this 22 day of NOV in the year 1982, before me the undersigned, a Notary Public in and for said County and State personally appeared DON R. ROTH and LINDA D. ROBERTS, known to me to be the Mayor and City Clerk respectively of the City of Anaheim and known to me to be the persons who executed the within instrument on behalf of said political subdivision, and acknowledged to me that such political subdivision executed the same pursuant to a resolution of its governing body.

WITNESS my hand and official seal.



200 S. Anaheim Blvd., Anaheim, CA 92805

Roland B. Sharpless
Notary Public in and for said
County and State

EXHIBIT "A"
LEGAL DESCRIPTION
C.P. 291 E
AMTRAK STATION

A parcel of land in the City of Anaheim, County of Orange, State of California, being a portion of that certain 100-foot wide strip of land described in deed to California Central Railway Company (predecessor in interest to the Atchison, Topeka and Santa Fe Railway Company), Recorded March 26, 1888, in Book 407 of deeds, page 130, records of Los Angeles County, California, described as follows:

Beginning at a point in the Southerly line of said strip of land distant S 70° 53' E (bearing assumed for the purpose of this description) along said southerly line, 398.95 feet from the southeast corner of that certain 0.502 acre parcel of land described in easement deed to City of Anaheim; thence continuing S 70° 53' E along said southerly line 810.00 feet; thence N 19° 07' E at right angles from said southerly line, 45.00 feet to a point in a line parallel with and distant northerly, 45.00 feet, measured at right angles from said southerly line; thence N 70° 53' W along said parallel line, 810.00 feet; thence S 19° 07' W, at right angles from said parallel line, 45.00 feet to the point of beginning.

Said parcel of land contains an area of 0.837 of an acre, more or less.