

City Attorney  
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ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT is made and entered into this 17th day of September, 1986, by and between the CITY OF ALHAMBRA, a Municipal corporation of the State of California, hereinafter called CITY, ALHAMBRA RESTAURANT CORPORATION, a California corporation, hereinafter called ASSIGNOR, and ALMANSOR COURT INC., a California corporation, hereinafter called ASSIGNEE.

W I T N E S S E T H:

For and in consideration of the premises and of the mutual covenants and agreements herein contained, said parties hereby agree as follows:

1. RECITALS. This Assignment and Assumption Agreement is made and entered into with respect to the following facts:

- (a) That CITY is in the process of constructing a Clubhouse Facility as the final phase of its Alhambra Municipal Golf Course Expansion and Improvement Project; and,
- (b) That a restaurant, offering coffee shop and banquet services, has been planned as part of said Clubhouse Facility; and,
- (c) That by that certain Concession Agreement dated August 27, 1984, the Alhambra CITY Council granted to ASSIGNOR the exclusive right and privilege to operate and maintain said clubhouse restaurant; and,
- (d) That recently ASSIGNOR has notified CITY that it has found that having the corporate name of an operation coincide with the name of the restaurant is helpful to the people with whom it deals; and, therefore, since Almansor Court has been chosen for the restaurant, ASSIGNOR has filed the necessary papers with the State of California to change its corporate name to Almansor Court Inc.; and,
- (e) That no change other than the change in the corporate name has been made to the Alhambra Restaurant Corporation's Articles of Incorporation; and,
- (f) That said parties now desire to enter into this Agreement so that ASSIGNEE may assume all of the rights, privileges, and obligations of the ASSIGNOR under such Concession Agreement.

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2. **ASSIGNMENT AND ASSUMPTION.** ASSIGNOR hereby assigns to ASSIGNEE and ASSIGNEE hereby assumes and agrees fully, faithfully and punctually to perform, all existing and future obligations, terms and conditions on the part of the ASSIGNOR in said Concession Agreement provided to be kept, observed and performed, including the due and punctual payment of all rents reserved by said Concession Agreement and all other money obligations on the part of the ASSIGNOR therein provided to be paid.

3. **WARRANTY.** ASSIGNOR and ASSIGNEE hereby warrant to CITY that they have taken all legal steps necessary to effect such change in their corporate name including, but not limited to, amending its Articles of Incorporation, Bylaws and filing the necessary documentation with the California Secretary of State.

4. **CONSENT TO ASSIGNMENT.** CITY hereby consents to and approves the assignment and assumption set forth in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be executed on the date first written above by their respective officers duly authorized in that behalf.

CITY OF ALHAMBRA, a Municipal corporation

ATTEST:

Storothy Cutwater  
City Clerk

by Michael J. Williams  
Mayor  
CITY

ALHAMBRA RESTAURANT CORPORATION, a California corporation

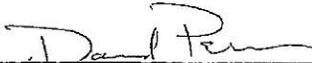
by David P. ...  
President

by ...  
Vice President

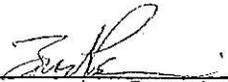
by ...  
Secretary

ASSIGNOR

ALMANSOR COURT INC., a California corporation

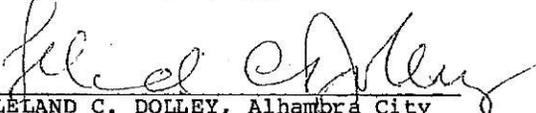
by   
President

by   
Vice President

by   
Secretary

APPROVED AS TO FORM:

ASSIGNEE

  
LELAND C. DOLLEY, Alhambra City  
Attorney