

RECORDING REQUESTED BY:)
)
COMMONWEALTH LAND TITLE COMPANY)
)
WHEN RECORDED MAIL TO:)
)
Nancy A. Clodfelter, Esq.)
Hogan & Hartson, L.L.P.)
One Tabor Center, Suite 1500)
1200 Seventeenth Street)
Denver, CO 80202)

THE ORIGINAL OF THIS DOCUMENT
WAS RECORDED ON 01-SEP-1995,
DOCUMENT NUMBER 1995-0389094.
GREGORY SMITH, COUNTY RECORDER
SAN DIEGO COUNTY RECORDER'S OFFICE

*No City Council
allowed by
Sec 4.2 of the
of the laws*

965386.4

Space Above For Recorder's Use

ASSIGNMENT AND ASSUMPTION OF LEASE

This Assignment and Assumption of Lease is made this 8th day of June, 1995 by and between the United States Olympic Committee, a congressionally chartered not for profit corporation (hereinafter called "Assignee"), and the San Diego National Sports Training Foundation, a California non profit corporation (hereinafter called "Assignor"), with reference to the following:

A. The City of San Diego, a municipal corporation ("City"), as Lessor, and Assignor, as Lessee, entered into a San Diego Flat Rate Lease filed with the Office of the City Clerk of San Diego on July 6, 1992 as Document No. RR-280287 (the "Lease"). Concurrently herewith City and Assignor recorded a Memorandum of Lease with respect to the Lease in the Official Records of San Diego County, California.

B. Assignor desires to assign the Lease to Assignee, and Assignee desires to accept the assignment thereof.

THEREFORE, Assignor and Assignee agree as follows:

1. Assignor hereby assigns and transfers to Assignee all of its right, title and interest in and to the Lease and Assignee hereby agrees to and does accept the assignment and Assignee expressly assumes the Lease and agrees to keep, perform and fulfill all the terms, covenants, conditions and obligations required to be kept, performed and fulfilled as Lessee thereunder, including the making of all payments due to or payable on behalf of Lessee under said lease when due and payable.

2. Assignor hereby agrees to indemnify, defend and hold harmless Assignee from and against any and all liabilities, losses, costs, damages and expenses (including attorneys' fees and costs) relating to Assignor's obligations with respect to the Lease arising on or before the date of recordation of this Assignment. Assignee hereby agrees to indemnify, defend and hold harmless Assignor from and against any and all liabilities, losses, costs,

damages and expenses (including attorneys' fees and costs) relating to Assignor's obligations with respect to the Lease arising after the date of recordation of this Assignment.

Executed as of the day and year first above written.

ASSIGNOR:

SAN DIEGO NATIONAL SPORTS TRAINING
FOUNDATION, A California Non Profit
Corporation

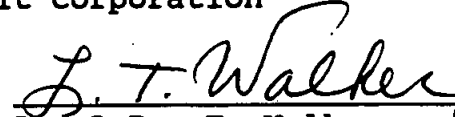
By:


Gloria McCall
Its President

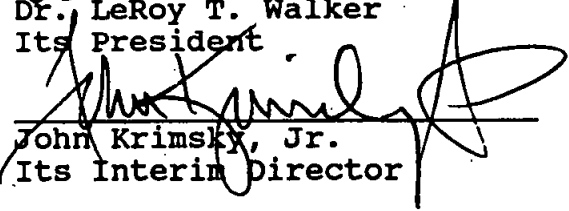
ASSIGNEE:

UNITED STATES OLYMPIC COMMITTEE
A Congressional Chartered Not For
Profit Corporation

By:


Dr. LeRoy T. Walker
Its President

By:


John Krinsky, Jr.
Its Interim Director

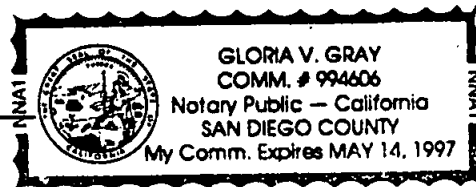
State of California)
County of San Diego)

On May 23, 1995, before me, a notary public in and for said state, personally appeared GLORIA D. MCCOLL personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Gloria D. McColl



CAPACITY CLAIMED BY SIGNER:

_____ INDIVIDUAL	_____ <u>X</u> _____	CORPORATE: PRESIDENT
_____ PARTNER(S)		OFFICER(S) _____ (TITLE)
_____ ATTORNEY-IN-FACT	_____	TRUSTEE(S)
_____ SUBSCRIBING WITNESS	_____	GUARDIAN/CONSERVATOR
_____ OTHER: _____		

SIGNER IS REPRESENTING: SAN DIEGO NATIONAL SPORTS TRAINING
FOUNDATION, A California Non-Profit Corporation

Title or Type of Document: Assignment and Assumption of Lease
Number of Pages: 5 Date of Document: Undated
Signer(s) Other Than Named Above: United States Olympic Committee

State of Colorado)
County of El Paso)

On June 1, 1995 before me, a notary public in and for said
state, personally appeared Dr. LeRoy T. Walker

personally known to me (or 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.

Signature

Mary Katharine Parsons

CAPACITY CLAIMED BY SIGNER:

_____ INDIVIDUAL	<u>X</u>	CORPORATE <u>President</u> (TITLE)
_____ PARTNER(S)		OFFICER(S) _____ (TITLE)
_____ ATTORNEY-IN-FACT	_____	TRUSTEE(S)
_____ SUBSCRIBING WITNESS	_____	GUARDIAN/CONSERVATOR
_____ OTHER: _____		

SIGNER IS REPRESENTING: (NAME OF PERSONS(S) OR
ENTITY(S)) United States Olympic Committee

Title or Type of Document Assignment and Assumption of Lease
Number of Pages 5 Date of Document Undated
Signer(s) Other Than Named Above San Diego National Sports Training Foundation



STATE OF CALIFORNIA
COUNTY OF

San Diego

} ss.

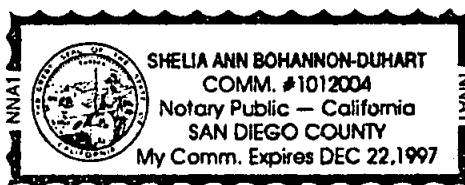
On 5/16/95, before me, Shelia A. Bohannon-Duhart,
personally appeared Robert J. Collins

_____, personally known to me
(or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) 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.

Signature

Shelia A. Bohannon-Duhart



(This area for official notarial seal)

Title of Document

Memo of Lease

Date of Document

5/16/95

No. of Pages

1

Other signatures not acknowledged _____