

ASSIGNMENT RIDER

CP GOODYEAR, LLC, to be addressed at 200 West Madison Street, Suite 3410, Chicago , IL 60606 (hereinafter "Assignor") and **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation (hereinafter "Railroad"), or their predecessors in interest, have heretofore entered into an agreement dated May 23, 2012, bearing Railroad's Audit Number 265134 (hereinafter "Basic Agreement") covering a pipeline crossing located at Goodyear, Arizona.

Effective as of _____, day of _____, 2016, the Assignor does hereby sell, assign, transfer and set over, unto **CITY OF GOODYEAR**, Municipal Corporation individual, to be addressed at P.O. Box 1500, Goodyear, Arizona 85338 (hereinafter "Assignee") all of Assignor's right, title and interest in and to the Basic Agreement including any supplement or amendment thereto (if any).

The Assignee hereby accepts the above Assignment and agrees to be bound by and to perform and observe fully and faithfully all of the covenants, stipulations and conditions contained in the Basic Agreement and any supplement or amendment thereto (if any) to be performed and observed by the Assignor and assumes all liabilities and obligations mentioned in the Basic Agreement and any supplement or amendment thereto (if any) to be assumed by the Assignor. Assignee represents and warrants to Railroad that Assignee has purchased and is the owner of all improvement located on, in or under the premises leased under the Basic Agreement.

The Railroad, in consideration of the covenants and agreements of the Assignor and the Assignee herein contained, gives its consent to the aforesaid Assignment; PROVIDED, however, that such consent shall not be deemed or construed to authorize any further assignment of the Basic Agreement, whether voluntary, by operation of law, or otherwise, without the prior consent in writing of the Railroad; and PROVIDED, FURTHER, that as between the Assignor and the Railroad, neither said Assignment nor anything herein contained shall be construed as releasing the Assignor, in the event of default by Assignee, from the obligation to perform all of the covenants contained in the Basic Agreement or any supplement or amendment thereto (if any) to be performed by the Assignor, or from any of the liabilities assumed by the Assignor under said agreement(s).

In consideration for the above assignment, the Assignor has paid to Railroad an administrative handling charge of **ONE THOUSAND DOLLARS (\$1000.00)**.

Executed this _____ day of _____, 2016.

UNION PACIFIC RAILROAD COMPANY

CITY OF GOODYEAR

By: _____
Manager – Contracts – Real Estate

By: _____
Title: _____
(Assignee)

CP GOODYEAR, LLC

By: H. Steve Durn
Title: MANAGING MEMBER
(Assignor)

Attested: _____
City Clerk

Approved: _____
City Attorney