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10/16/96 2:42 PM 25.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
AMERICA WEST TITLE
REC BY: V ASHBY , DEPUTY - WI

Drafted by and when
recorded return to:

Kutak Rock
3300 North Central Avenue
Suite 1600
Phoenix, AZ 85012

ASSIGNMENT OF GROUND LEASE AND AGREEMENTS

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE AND AGREEMENTS (this "Assignment") is made as of Oct. 4, 1996 by and between BKX LIMITED PARTNERSHIP, an Iowa limited partnership ("Assignor"), and FFCA ACQUISITION CORPORATION, a Delaware corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Hermes Associates ("Ground Lessor") are parties to that certain ground lease, including all attachments, amendments and modifications thereto identified on Exhibit B (the "Ground Lease"), in connection with the real property legally described in Exhibit A attached hereto (collectively, the "Premises"); and

WHEREAS, Assignor and Lessee have entered into certain other documents, instruments and agreements (including without limitation, the other documents, instruments and agreements identified in Exhibit B attached hereto) relating to the Ground Lease and the Premises, including all attachments, amendments and modifications thereto (the "Agreements"); and

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Ground Lease and the Agreements.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. Assignor hereby assigns to Assignee and Assignee hereby accepts the assignment of all of Assignor's right, title and interest in and to the Ground Lease and the Agreements and all collateral assignments, security agreements and guaranties securing the obligations of the Assignor under the Ground Lease and the Agreements.

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FFCA No. 8000-4456
Unit: #3428
Salt Lake City, UT

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2. Assignee hereby acknowledges delivery of the Ground Lease and the Agreements and assumes and binds itself to perform fully all of the terms, conditions, obligations and duties of Assignor under the Ground Lease and the Agreements accruing from and after the date of execution of this Assignment and to indemnify, defend, protect and hold harmless Assignor and its parents, subsidiaries, affiliates, partners, shareholders, directors, officers, representatives, agents, servants and employees (collectively, the "Assignor Parties") from and against any and all liabilities, claims, demands, fines, suits, proceedings and judgments of any kind or nature whatsoever, arising from or in connection with Assignee's performance of or failure to perform any such term, condition, obligation or duty under the Ground Lease and the Agreements as required herein. Such indemnity shall include, but not be limited to, any and all reasonable costs of defense, reasonable attorneys' fees, penalties, assessments, fines, damages, interest, settlements, judgments, losses and other expenses.

3. Assignor warrants and represents that (i) it is the ground lessee under the Ground Lease, (ii) all necessary action has been taken to authorize the execution, delivery and performance of this Assignment, including, without limitation, obtaining the consent of Ground Lessor, if required by the Ground Lease, and (iii) there has been no previous transfer, pledge, conveyance or assignment of Assignor's interest in the Ground Lease or the Agreements.

4. Assignor hereby agrees to indemnify, defend, protect and hold harmless Assignee and its parents, subsidiaries and affiliates, and the directors, officers, shareholders, employees, representatives, successors, assigns and agents of Assignee and its partners ("Assignee Parties"), from and against any and all liabilities, claims, demands, fines, suits, proceedings and judgments of any kind or nature whatsoever, arising from or in connection with the Assignor's performance of or failure to perform any obligation or duty under the Ground Lease and the Agreements prior to the date hereof as required therein. Such indemnity shall include, but not be limited to, any and all costs of defense, reasonable attorneys' fees, penalties, assessments, fines, damages, interests, settlements, judgments, losses and other expenses.

5. Any agreement to pay any amount in any indemnity provisions contained in this Assignment shall only be for the benefit of Assignor Parties and Assignee Parties, and each such agreement shall not inure to the benefit of any third party, it being the intention of Assignor and Assignee that no one shall be deemed a third-party beneficiary of said provisions.

6. Assignor and Assignee agree to execute any and all other documentation reasonably necessary to effectuate the provisions of this Assignment, including a notice

to Ground Lessor of the assignment of the Ground Lease and the Agreements and any individual assignment of a Ground Lease or an Agreement.

7. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original.

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Unit #3428
Salt Lake City, UT

IN WITNESS WHEREOF, Assignor and Assignee have entered into this Agreement as of the date first above written.

Attest:

By *Linda Andreini*
Printed Name Linda Andreini
Title Asst Secretary

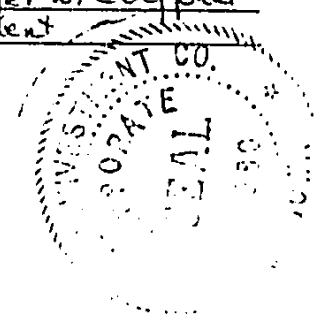
ASSIGNOR:

BKX LIMITED PARTNERSHIP

BY: LARTNEC INVESTMENT CO., its
general partner

By: *Roger W. Lang Paul*
Printed Name: Roger W. Lang Paul
Its: Vice President

[Seal]



Attest:

By _____
Printed Name _____
Title _____

ASSIGNEE:

FFCA ACQUISITION CORPORATION

By: _____
Printed Name: _____
Its: _____

[Seal]

IN WITNESS WHEREOF, Assignor and Assignee have entered into this Agreement as of the date first above written.

Attest:

By _____
Printed Name _____
Title _____

ASSIGNOR:

BKX LIMITED PARTNERSHIP

BY: LARTNEC INVESTMENT CO., its
general partner

By: _____
Printed Name: _____
Its: _____

[Seal]

Attest:

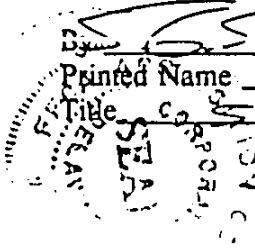
By: _____
Printed Name _____
Title _____

ASSIGNEE:

FFCA ACQUISITION CORPORATION

By: Patrick J. Fectes
Printed Name: Patrick J. FECTES
Its: VP

[Seal]



STATE OF IOWA)
) ss.
COUNTY OF POLK)

On the 1st day of OCTOBER, 1996, personally appeared before me ROGER W. LANGEPAUL and LINDA ANDREINI who being by me duly sworn did say, as the VICE PRESIDENT and ASST. SECRETARY of Lartec Investment Co., general partner of BKX Limited Partnership, and that the within and foregoing instrument was signed in behalf of said partnership by authority of a resolution of its board of directors and said VICE PRESIDENT and ASST. SECRETARY each duly acknowledged to me that said partnership executed the same and that the seal affixed is the seal of said general partner.

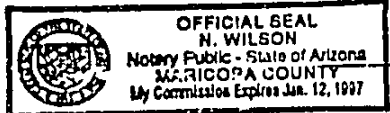


Christine M. Woosley
Notary Public

My commission expires September 20, 1999 My residence is West Des Moines, Iowa

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On the 1st day of Oct. 1996, personally appeared before me Patrick J. Feltis and Stephen H. Schmitt who being by me duly sworn did say, as the S.P. and Mr. V.P. of FFC Acquisition Corporation, a Delaware corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said S.P. and Mr. V.P. each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



N. Wilson
Notary Public

My commission expires _____ My residence is Chandler, Az

**Exhibit A
Legal Description**

BK # 3428

Parcel One:

Commencing at the center of Section 15, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running thence North $0^{\circ}02'55''$ West 497.29 feet to a point; thence North $89^{\circ}49'33''$ West 53.00 feet to a point in the West right of way line of Redwood Road, which is the point of beginning of this survey and running thence North $0^{\circ}02'55''$ West 270.50 feet along the West right of way line of Redwood Road; thence South $89^{\circ}57'05''$ West 130.00 feet; thence South $0^{\circ}02'55''$ East 269.99 feet; thence South $89^{\circ}49'33''$ East 130.00 feet to the point of beginning.

Together with a non-exclusive easement for ingress, egress and parking over and upon parking and common areas as provided for in Declaration of Restrictions and Grant of Easements.

Excepting therefrom the improvements located in the land described above.

Parcel Two:

Improvements located in the following described parcel:

Commencing at the center of Section 15, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running thence North $0^{\circ}02'55''$ West 497.29 feet to a point; thence North $89^{\circ}49'33''$ West 53.00 feet to a point in the West right of way line of Redwood Road, which is the point of beginning of this survey and running thence North $0^{\circ}02'55''$ West 270.50 feet along the West right of way line of Redwood Road; thence South $89^{\circ}57'05''$ West 130.00 feet; thence South $0^{\circ}02'55''$ East 269.99 feet; thence South $89^{\circ}49'33''$ East 130.00 feet to the point of beginning.

Together with a non-exclusive easement for ingress, egress and parking over and upon parking and common areas as provided for in Declaration of Restrictions and Grant of Easements, recorded June 30, 1981 in Book 5265, Page 1688, as Entry No. 3580638; and Addendum of Declaration of Restrictions and Grant Easements, recorded September 25, 1981 in Book 5296, Page 434 as Entry No. 3608494; and Amended Declaration of Restrictions and Grant Easements, recorded on December 30, 1985 in Book 5722, Page 924 as Entry No. 4182363; and Amended Declaration of Restrictions and Grant Easements, recorded on May 15, 1986 in Book 5727, Page 2985 as Entry No. 4189540; and Third Amended Declaration of Restrictions and Grant Easements, recorded May 1, 1987 in Book 5912, Page 376 as Entry No. 4448700, County of Salt Lake, State of Utah.

EXHIBIT B

AGREEMENTS

Ground Lease dated August 18, 1981 by and between Hermes Associates, as lessor, and BKX Limited Partnership, an Iowa limited partnership, as lessee, (the "Ground Lease") and Assignor's right, title and interest in any other documents or instruments executed and/or delivered in connection with or otherwise related to the Ground Lease or otherwise related to Lessee's occupation, possession and/or operation of the Premises.

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