

When recorded, please return to:  
First Interstate Bank of Utah  
180 South Main  
Salt Lake City, UT 84101  
Attn: Herb Wilcox

1064745

FILED VERIFIED  
DOUG CROFTS  
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First America Title  
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ASSIGNMENT OF LEASE

THIS AGREEMENT is made this 5th day of December, 1988, between First Interstate Bank of Utah, N.A., successor to Walker Bank & Trust Company, ("Assignor") and America First Credit Union ("Assignee").

RECITALS:

A. Assignor, as tenant, was a party to that certain Ground Lease dated September 20, 1979 (the "Lease"), with Myrtle R. Barker, an individual, and Marvin C. Barker and Maurine S. Barker, husband and wife, as individuals, (collectively, "Landlord").

B. The Lease covers certain real property located at 2575 North 400 East, North Ogden City, Utah, the legal description of which is contained on the attached Exhibit "A", together with all easements, rights of way and appurtenances in connection therewith or thereunto (collectively, the "Premises").

C. Assignor possesses the tenant's right, title and interest in and to the Lease and desires to sell, assign and transfer the Lease to Assignee, and Assignee desires to accept said sale, assignment and transfer upon the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, it is agreed:

NOV 15 1988 2454

1. Assignment. Assignor hereby sells, assigns and transfers to Assignee any and all of Assignor's right, title and interest in and to the Lease, including, but not limited to, any and all options, rights of refusal and easements appurtenant thereto, whether such rights or interests were granted to Assignor as part of or contemporaneously with the execution of the Lease or thereafter. The foregoing sale, assignment and transfer is made without any recourse whatsoever to Assignor and without any representation or warranties by Assignor, expressed or implied, of any nature whatsoever.

2. Acceptance and Indemnification. Assignee hereby accepts the foregoing sale, assignment and transfer and promises and agrees to pay all rents and additional rents and faithfully perform all covenants, conditions, stipulations, agreements and obligations under the Lease, accruing on or after the date that this Agreement is executed, or otherwise attributable to the period commencing on said date and continuing thereafter. Assignee shall indemnify and save Assignor harmless from any and all claims, demands, actions, causes of actions, suits, proceedings, damages, liabilities and costs and expenses of every nature whatsoever relating to the Lease or the Premises arising on or after the date of execution of this Agreement.

3. Modification of Lease. The parties agree that, unless Landlord releases Assignor from any and all of its liability under the Lease by executing the Release set forth below, Assignee may enter into no change, modification or amendment of the Lease, in any way, without the prior written consent of Assignor.

4. Agreement Binding. This Agreement shall be binding upon the successors and assigns of the parties. The parties shall execute and deliver such further and additional instruments, agreements and other documents as may be necessary to evidence or carry out the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

ASSIGNOR:

FIRST INTERSTATE BANK OF UTAH, N.A.

BY: Thurston G. Wiley

Its: Asst. S.P. Bank Property mg.

ASSIGNEE:

AMERICA FIRST CREDIT UNION

BY: Larry K. Stone

Its: W.P. Finance & Operations

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ACKNOWLEDGMENT OF ASSIGNMENT OF LEASE AND RELEASE:

Myrtle R. Barker, an individual, and Marvin C. Barker, an individual, (collectively, "Landlord") do hereby acknowledge the foregoing Assignment of Lease by First Interstate Bank of Utah, N.A., successor to Walker Bank & Trust Company, to and in favor of America First Credit Union. Landlord hereby unconditionally releases First Interstate Bank from any and all of its obligations under the Lease hereby assigned upon the execution of this Agreement by America First Credit Union.

Dated \_\_\_\_\_

Myrtle R. Barker  
MYRTLE R. BARKER

Dated 11-11-1988

Marvin C. Barker  
MARVIN C. BARKER

STATE OF UTAH )  
WEBER ) ss.  
COUNTY OF SALT LAKE )

On the 5th day of December, 1988, personally appeared before me HERBERT G. WILCOX JR., who being by me duly sworn and duly qualified, is the ASST. VICE PRESIDENT of FIRST INTER-STATE BANK OF UTAH, N.A., and that the foregoing instrument was signed in behalf of said national association by authority of a resolution of its Board of Directors and said HERBERT G. WILCOX JR. acknowledged to me that said national association executed the same.

My commission expires: Aug 15, 1991

James D. Tharburn  
NOTARY PUBLIC  
Residing at: Clinton, Ut

STATE OF UTAH )  
WEBER ) ss.  
COUNTY OF SALT LAKE )

On the 5th day of December, 1988, personally appeared before me DAVID F. SCORNE, who being by me duly sworn and duly qualified that he is the v.p. of Finance & Operations of America First Credit Union and that said instrument was signed on behalf of said corporation by authority of its bylaws, and said DAVID F. SCORNE acknowledged to me that said corporation executed the same.

My commission expires: Aug 15, 1991

James D. Tharburn  
NOTARY PUBLIC  
Residing at: Clinton, Ut

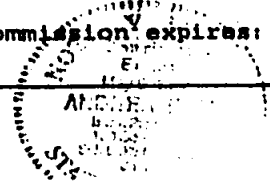
STATE OF UTAH )  
WEBER ) ss.  
COUNTY OF SALT LAKE )

On the 1st day of December, 1988, personally appeared before me Marvin C. Barker, an individual, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

My commission expires: \_\_\_\_\_

Andrea Larr  
NOTARY PUBLIC  
Residing at: First Interstate Bank

REC-1551 PNE2456



BILL OF SALE

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the undersigned, First Interstate Bank of Utah, N.A., (herein referred to as "Seller") has bargained, sold, assigned, transferred and delivered and by these presents does bargain, sell, assign, transfer and deliver to America First Credit Union (herein referred to as "Buyer") all improvements to the real property described on Exhibit "A" attached hereto and by this reference made a part hereof (the "Real Property"), including, but not limited to, the property described on Exhibit "B" attached hereto (all of said personal property, fixtures, equipment and machinery being transferred to Buyer hereinafter referred to as the "Property"), SUBJECT to the rights of Myrtle Barker, Marvin C. Barker and Maurine S. Barker, or their successors in interest, landlords ("Landlords") under that certain Ground Lease dated September 20, 1979 (the "Lease") being assigned to Buyer by Seller contemporaneously herewith, in and to any and all improvements made to the Real Property during the term of the Lease, which improvements, by the terms of the Lease, shall become the exclusive property of Landlords upon the expiration or termination of the Lease. Buyer acknowledges and agrees that those improvements may include some of the Property being transferred by this Bill of Sale.

TO HAVE AND TO HOLD, all and singular said property unto Buyer, its successors and assigns forever.

PROVIDED FURTHER, that by its acceptance and execution of this Bill of Sale, Buyer accepts the Property "as is" and "where is" and agrees to pay any and all sales, transfer and other governmental taxes, charges and fees relating to the sale, assignment and transfer evidenced hereby.

IN WITNESS WHEREOF, Seller and Buyer have executed this instrument this 5th day of December, 1988.

FIRST INTERSTATE BANK OF UTAH, N.A.

By: Hubert A. Wilcox Jr.

Its: Asst. S.P. Bank Property, mg.

AMERICA FIRST CREDIT UNION

By: Randy L. Simpson

Its: D.P. Finance & Operations

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EXHIBIT "A"

PART OF LOTS 15 AND 16, PLAT "B", NORTH OGDEN SURVEY, IN NORTH OGDEN CITY: BEGINNING AT A POINT ON THE WEST RIGHT OF WAY OF WASHINGTON BOULEVARD, 254.69 FEET NORTH  $0^{\circ}15'$  EAST, FROM THE SOUTHEAST CORNER OF LOT 48, PLAT B, NORTH OGDEN SURVEY SAID POINT IS ALSO SOUTH  $0^{\circ}15'$  WEST 409.93 FEET AND NORTH  $89^{\circ}45'$  WEST, 66.00 FEET FROM A MONUMENT AT THE INTERSECTION OF WASHINGTON BOULEVARD AND 2600 NORTH STREET AND RUNNING THENCE NORTH  $89^{\circ}45'$  WEST, 170.00 FEET; THENCE NORTH  $0^{\circ}15'$  EAST 210.00 FEET; THENCE SOUTH  $89^{\circ}45'$  EAST, 170.00 FEET TO THE WEST RIGHT OF WAY LINE OF WASHINGTON BOULEVARD; THENCE ALONG SAID RIGHT OF WAY LINE SOUTH  $0^{\circ}15'$  WEST, 210.00 FEET TO THE POINT OF BEGINNING.

REC-1551 RE-2458

EXHIBIT "B"

First Interstate Bank Building  
2575 North 400 East  
North Ogden, UT 84414

Included in \$225,000 Sale Price:

Leasehold improvements (building shell)

- 1 Mosler western style 3-1/2" vault door complete with day gate, standard architrave, ventilator and 3 movement 120 hour timelocks.
- 1 Magna U. L. night depository with envelope dispenser, one ER 282424 receiving safe and 2 movement 120 hour timelocks.
- 1 Drive-in System (Mosler Vistra 36120) with 10 foot vision window, 10 foot countertop, closure panels, two 4420-1A undercounter pedestals, electric tellerette with deluxe heater and 1 PV800 customer and teller console.
- 1 Teller Line - undercounter steel - 3 No. 4501-2 teller knee space units, 3 No. 4421-1 three drawer and locker pedestal.
- 2 Mosler cameras.
- 1 Refrigerator
- Carpet
- Bronze blinds

All items in their existing condition.

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