

Anderson Investment Corp
5455 W 11000 N, Ste 202
Highland, UT 84003

ASSIGNMENT AND ASSUMPTION OF LEASE

This Assignment and Assumption of Lease (this "Assignment"), dated as of September 1, 2015, (the "Effective Date"), is by and between MERCURY INVESTMENTS LIMITED PARTNERSHIP, a Utah limited partnership, and TERRATRON, INC., a Utah corporation (collectively referred to herein as "Assignors"), and ANDERSON INVESTMENT CORPORATION, a Utah corporation (referred to herein as "Assignee").

WHEREAS, Assignors are presently the holders of the lessee's interest under that certain Ground Lease With First Right to Purchase dated August 3, 1982, as amended by that certain First Amendment to Ground Lease With First Right to Purchase dated February 12, 2013 (the "Lease"). Assignee is presently the holder of the lessor's interest under the Lease.

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

1. Assignment. As of the Effective Date, Assignors hereby assign, convey, transfer and set over unto Assignee all of Assignors' right, title and interest as the lessee under the Lease.

2. Assumption. Assignee hereby assumes and agrees to perform, fulfill and comply with all covenants and obligations, which are to be performed, fulfilled and complied with by the lessee under the Lease, from and after the Effective Date.

3. Assignee's Indemnification of Assignors. Assignee shall and does hereby indemnify Assignors against, and agrees to hold Assignors harmless of and from, all liabilities, obligations, actions, suits, proceedings or claims, and all losses, costs and expenses, including but not limited to reasonable attorneys' fees, arising as a result of any act, omission or obligation of Assignee arising or accruing with respect to the Lease and occurring or alleged to have occurred after the Effective Date.

4. Assignors' Indemnification of Assignee. Assignors shall and do hereby indemnify Assignee against, and agree to hold Assignee harmless of and from, all liabilities, obligations, actions, suits, proceedings or claims, and all losses, costs and expenses, including but not limited to reasonable attorneys' fees, arising as a result of any act, omission or obligation of Assignors arising or accruing with respect to the Lease and occurring or alleged to have occurred on or prior to the Effective Date.

5. No Merger. Assignors and Assignee specifically intend that the interests of the lessor under the Lease and the interest of the lessee under the Lease shall not be merged as the result of this Assignment, even if the interests of lessor and of lessee under the Lease are owned by Assignee.

6. Binding Effect. This Assignment shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

7. Counterparts. The parties agree that this Assignment may be executed by the parties in one or more counterparts and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

4819-6779-7287.v1

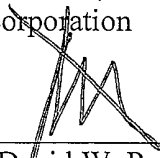
Ent 12126170 BK 10358 PG 9023

12126170
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Book - 10358 Pg - 9023-9029
Gary W. Ott
Recorder, Salt Lake County, UT
BACKMAN TITLE SERVICES
BY: eCASH, DEPUTY - EF 7 P.

IN WITNESS WHEREOF, Assignors and Assignee have executed this Assignment as of the date set forth above.

ASSIGNORS:

TERRATRON, INC.,
a Utah corporation

By: 
Name: David W. Peters
Title: President

**MERCURY INVESTMENTS LIMITED
PARTNERSHIP,** a Utah limited partnership

By: **MERCURY MANAGEMENT, L.C.,**
a Utah limited liability company
Title: General Partner

By: 
Name: David W. Peters
Title: Operating Manager

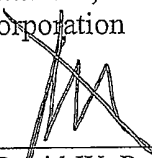
ANDERSON INVESTMENT CORPORATION,
a Utah corporation

By: _____
Title: _____

IN WITNESS WHEREOF, Assignors and Assignee have executed this Assignment as of the date set forth above.

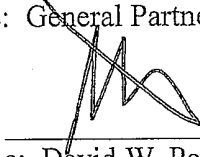
ASSIGNORS:

TERRATRON, INC.,
a Utah corporation

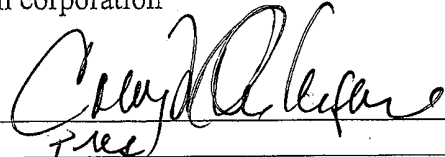
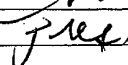
By: 
Name: David W. Peters
Title: President

**MERCURY INVESTMENTS LIMITED
PARTNERSHIP,** a Utah limited partnership

By: **MERCURY MANAGEMENT, L.C.,**
a Utah limited liability company
Title: General Partner

By: 
Name: David W. Peters
Title: Operating Manager

ANDERSON INVESTMENT CORPORATION,
a Utah corporation

By: 
Title: 

STATE OF MINNESOTA)
COUNTY OF HENNEPIN)
§

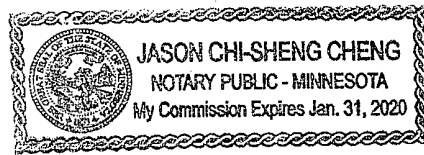
The foregoing instrument was acknowledged before me this 1 day of September, 2015 by David W. Peters, in his capacity as the President of Terratron, Inc., a Utah corporation.



Notary Public
Residing at: BLOOMINGTON MN

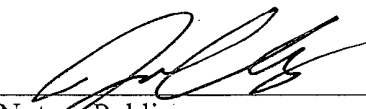
My Commission Expires:

1/31/2020



STATE OF MINNESOTA)
COUNTY OF HENNEPIN)
§

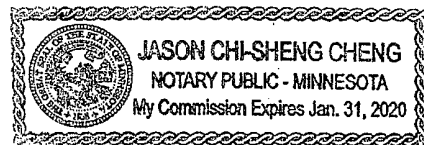
The foregoing instrument was acknowledged before me this 1 day of September, 2015 by David W. Peters, in his capacity as the Operating Manager of Mercury Management, L.C., a Utah limited liability company, which executed the foregoing instrument in its capacity as the General Partner of Mercury Investments Limited Partnership, a Utah limited partnership.



Notary Public
Residing at: BLOOMINGTON, MN

My Commission Expires:

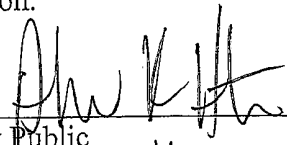
1/31/2020



STATE OF Tennessee)

COUNTY OF Hamilton)^s

The foregoing instrument was acknowledged before me this 2nd day of September, 2015 by Corey D. Anderson, in his capacity as the President of Anderson Investment Corporation, a Utah corporation.



Notary Public

Residing at: Chattanooga, Tennessee

My Commission Expires:

Nov. 26, 2017

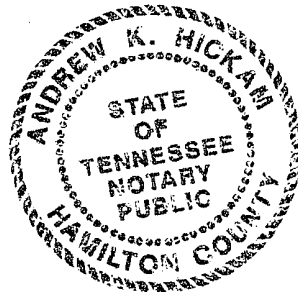


EXHIBIT A
TO
ASSIGNMENT AND ASSUMPTION OF LEASE

Those certain parcels of real property located in Salt Lake City, Salt Lake County, Utah, more particularly described as follows:

PARCEL 1: Beginning at the Southwest corner of Lot 4, Block 54, Plat "A", Salt Lake City Survey, and running thence East 57 feet; thence North 56 feet 9 inches; thence West 20 inches; thence North 50 feet 7 inches; thence West 55 feet 4 inches; thence South 107 feet 4 inches to the place of beginning.

Parcel No.: 16-06-326-012

Less that portion conveyed to the Utah Transit Authority in that certain Special Warranty Deed recorded June 21, 2002 as Entry No. 8271703 in Book 8611, Page 6998, described as follows:

Beginning at the Southwest corner of Lot 4, Block 54, Plat "A", Salt Lake City Survey and running thence North 0 deg. 01'32" West along the West line of said Lot 2.26 feet; thence Southeasterly along the arc of an 18.00 foot radius curve to the left through a central angle of 21 deg. 55'58" 6.78 feet with a chord bearing South 79 deg. 14'19" East 6.74 feet; thence South 0 deg. 01'33" East 1.00 foot to the South line of said Lot 4; thence South 89 deg. 58'27" West 6.62 feet along said South line to the point of beginning.

Basis of bearing is the Salt Lake City Monuments on 400 South Street at 200 East Street and 300 East Street.

PARCEL 2: Beginning at the Southeast corner of Lot 4, Block 54, Plat "A", Salt Lake City Survey, and running thence West 108 feet; thence North 56.75 feet; thence West 1.67 feet; thence North 50.7 feet; thence East 109.67 feet; thence South 107.45 feet to the point of beginning.

Parcel No.: 16-06-326-013

Less that portion conveyed to the Utah Transit Authority in that certain Special Warranty Deed recorded June 21, 2002 as Entry No. 8271703 in Book 8611, Page 6998, described as follows:

Beginning at a point on the South line of Lot 4, Block 54, Plat "A", Salt Lake City Survey, said point being Easterly 160.28 feet from

the Southwest corner of said Lot 4 and running thence North 8.00 feet; thence North 89 deg. 58'27" East 5.61 feet to the East line of said Lot 4; thence South 8.00 feet to the Southeast corner of said Lot 4; thence South 89 deg. 58'27" West 5.61 feet along said South line of said Lot 4 to the point of beginning.

Basis of bearing is the Salt Lake City Monuments on 400 South Street at 200 East Street and 300 East Street.

PARCEL 3: Beginning 107 feet 4 inches North from the Southwest corner of Lot 4, Block 54, Plat "A", Salt Lake City Survey, and running thence North 10 feet; thence East 165 feet; thence South 10 feet; thence West 165 feet to the place of beginning.

Parcel No.: 16-06-326-017