

DUPLICATE RECEIPT

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11 AUGUST 87

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KATIE L. DIXON

RECORDER, SALT LAKE COUNTY, UTAH

SHANE TOPHAM

370 E 90 TEMPLE NO 400

SLC UT 84111

REC BY: EVELYN FROGGET , DEPUTY

**ASSIGNMENT OF LEASE
AND
ASSUMPTION AGREEMENT**

THIS ASSIGNMENT OF LEASE AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into effective the 5th day of August 1987, by and between TITUS FOODS, INC., a Utah corporation ("Titus"), as assignor, and TERRATRON, INC., a Wisconsin corporation duly qualified to do business in the State of Utah ("Terratron"), as assignee.

R E C I T A L S :

A. Titus is the current owner of all of the lessee's right, title and interest in, to and under that certain lease (the "Lease") for real property located at 7024 South 2000 East, Salt Lake City, Utah (and described more particularly on Exhibit "A" attached hereto), which Lease is dated 3 August 1982 and is between Anderson Investment Corporation, as lessor, and Scott M. Waldron, as lessee.

B. Titus desires to assign and transfer to Terratron all of its right, title and interest in, to and under the Lease.

C. Terratron desires to acquire Titus' rights under the Lease and to assume Titus' duties and obligations as evidenced by the Lease.

D. Pursuant to Section 13 of the Lease, Titus is authorized to make the assignment contemplated hereby.

A G R E E M E N T :

NOW, THEREFORE, in consideration of the premises, the benefits to be derived by the parties hereto, and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment of Rights. Titus hereby assigns all of Titus' right, title and interest in, to and under the Lease to Terratron.

2. Delegation of Duties. Titus hereby delegates to Terratron all of Titus' duties and obligations as evidenced by the Lease.

3. Assumption and Indemnification. Terratron hereby assumes and agrees to perform all of Titus' duties and obligations evidenced by the Lease and hereby agrees to

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indemnify and hold Titus harmless with respect to all such duties and obligations, including all attorneys' fees and costs of court incurred by Titus as a result thereof.

4. General Provisions. The following provisions are also an integral part of this Agreement.

a. Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

b. Captions. The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

c. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

d. Severability. The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable or invalid provision shall not affect the other provisions of this Agreement.

e. Waiver of Breach. Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement.

f. Cumulative Remedies. The rights and remedies of the parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of any other right, remedy or priority allowed by law.

g. Amendment. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

h. Time of Essence. Time is the essence of this Agreement.

i. Interpretation. This Agreement shall be interpreted, construed and enforced according to the substantive laws of the State of Utah.

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j. Attorneys' Fees. In the event any action or proceeding is brought by either party to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees, whether such sums are expended with or without suit, at trial or on appeal.


k. Notice. Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within two (2) days after such notice is deposited in the United States mail, postage prepaid and certified and addressed as follows:

If to Titus: Titus Foods, Inc.
7001 South 900 East, Suite 200
Midvale, Utah 84047


If to Terratron: Terratron, Inc.
P. O. Box 1137
Fond du Lac, Wisconsin 65935

IN WITNESS WHEREOF, the parties to this Agreement hereunto sign their names on the day, month and year first hereinabove written.

TITUS FOODS, INC.

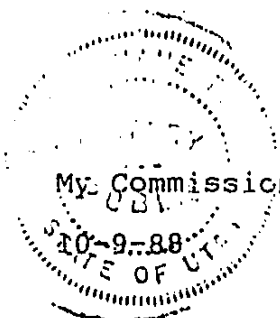
By: 
Its: Paulsen

TERRATRON, INC.

By: 
Its: Vice President

STATE OF UTAH)
 :ss
COUNTY OF SALT LAKE)

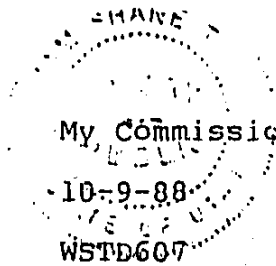
On the 5th day of August 1987, personally appeared before me ROGER W. PETERS who, being by me duly sworn, did say that he is the PRESIDENT of TITUS FOODS, INC., a Utah corporation, and that the foregoing ASSIGNMENT OF LEASE AND ASSUMPTION AGREEMENT was signed on behalf of said corporation by authority of its Bylaws or a resolution of its Board of Directors, and said ROGER W. PETERS acknowledged to me that said corporation executed the same.



My Commission Expires:

STATE OF UTAH)
 :ss
COUNTY OF SALT LAKE)

On the 5th day of August 1987, personally appeared before me KEVIN K. CUSHING, who, being by me duly sworn, did say that he is the VICE PRESIDENT of TERRATRON, INC., a Wisconsin corporation, and that the foregoing ASSIGNMENT OF LEASE AND ASSUMPTION AGREEMENT was signed on behalf of said corporation by authority of its Bylaws or a resolution of its Board of Directors, and said KEVIN K. CUSHING acknowledged to me that said corporation executed the same.



My Commission Expires:

W.S.Peters
Notary Public
Residing in: Salt Lake County

W.S.Peters
Notary Public
Residing in: Salt Lake County

EXHIBIT "A"
TO
ASSIGNMENT OF LEASE AND ASSUMPTION AGREEMENT

DESCRIPTION OF LEASED PROPERTY

Location: 7024 South 2000 East
Salt Lake City, Utah

Description:

A parcel of land only with approximately 153 feet frontage on 2000 East Street and approximately 230 feet deep, more particularly described as follows:

COMMENCING at a point 2 rods West and 100.98 feet South from the Northeast corner of Section 28, Township 2 South, Range 1 East, Salt Lake Meridian, and running thence South 153.88 feet; thence West 14 rods; thence North 187.57 feet; thence South 82°55' East 232.78 feet to the place of beginning. Subject to a right of way over the Northerly 20 feet thereof.

Subject to the following:

1. All utilities that cross the premises and the right to maintain them.
2. All easements and restrictions of record and those observable on the land, including, but not limited to, any part of said parcel extending into and over sidewalks, curbs, gutters and roadway.