

WHEN RECORDED, MAIL TO:

Thomas G. Bennett
Edwards, McCoy & Kennedy
57 West 200 South, Suite 400
Salt Lake City, Utah 84101

2400
4921419
25 MAY 90 01:41 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
ASSOCIATED TITLE
REC BY: SHARON WEST DEPUTY

ASSIGNMENT OF LEASE

6151265
This Assignment of Lease is made and entered into this 18th day of May, 1990, by and between LEAH M. WRIGHT and STANLEY R. deWAAL, as Trustees of THE LEAH M. WRIGHT LIVING TRUST ("Assignor") and HEARTLAND WEST VALLEY COMMERCIAL LIMITED PARTNERS, a Minnesota limited partnership ("Assignee").

Recitals

A. Assignor is the owner of certain real property and improvements situated in West Valley City, Salt Lake County, State of Utah, and more particularly described as follows (the "Property"):

Beginning at a point which is South 191.0 feet and West 50.0 feet from the North 1/4 Corner of Section 33, T1S, R1W, SLB&M, and running thence South 129.0 feet; thence West 280.0 feet; thence North 157.0 feet; thence East 112.0 feet; thence South 28.0 feet; thence East 168.0 feet to the point of beginning.

B. Assignor is the lessor or owner of the lessor's interest in that certain Lease dated November 16, 1970 (the "Lease") by and between Estel L. Wright and Leah M. Wright, as lessor, and The Goodyear Tire & Rubber Company ("Lessee"), as lessee. The Lease covers all or a portion of the Property.

C. In connection with Assignee's purchase of a portion of the Property from Assignor, Assignee desires to obtain an assignment of the Lease from Assignor, and Assignor is willing to make such assignment in accordance with the terms and provisions hereof.

NOW, THEREFORE, in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby transfers, sells, conveys and assigns to Assignee all of its right, title and interest in and to the Lease, and all rights and remedies arising thereunder.

2. Representations and Warranties. In connection with this assignment of the Lease, Assignor represents and warrants to Assignee as follows:

(a) A true and correct copy of the Lease and all amendments thereto is attached hereto as Exhibit "A" and incorporated herein by this reference. There are no changes, modifications, deletions or addenda to the Lease other than as set forth in Exhibit "A".

(b) Assignor is the absolute owner of the Lessor's interest in the Lease, with the absolute right to assign the Lease and the rents, income and profits due or to become due thereunder. The Lease is not presently the subject of any other assignment or security interest, or encumbered in any way. The Lease, and all of Assignor's rights thereunder, may be freely assigned by Assignor.

(c) The Lease is valid, and in full force and effect in accordance with its terms. There exist no defaults under the Lease on the part of any party thereto. Lessee is in possession of the Property and paying rent and other charges under the Lease as provided therein. All rent has been paid through May 31, 1990, and the Lessee has no defenses, set-offs or counterclaims against Assignor.

3. Indemnification. Assignor hereby indemnifies and agrees to hold Assignee harmless of and from any and all claims, demands, damages, causes of action and other liabilities of any type or nature arising out of any act or omission of Assignor prior to the date of this Assignment in connection with the performance of its obligations under the Lease.

4. Parking Rights. So long as the Lease shall continue in effect, Assignor shall not cause or permit any use of that portion of the Property not purchased by Assignee which would interfere with Lessee's parking and access rights under the Lease.

5. Acquisition of Lessee's Interest. Assignee shall, within two years following the date hereof, terminate or acquire, Lessee's interest in the Lease, either by negotiated sale or by condemnation by the Redevelopment Agency of West Valley City. At such time as Assignee or the Redevelopment Agency acquires Lessee's interest in the Lease, the Lease shall automatically terminate, without any further act on the part of Assignee or Lessee.

6. Notice to Tenant. Assignor shall cooperate with Assignee in notifying Lessee of the assignment of the Lease and directing the Lessee to tender all subsequent rental payments to Assignee. Any rents received by Assignor following the date hereof shall be promptly remitted to Assignee.

7. Titles and Captions. All Section or Paragraph titles or captions of this Agreement are for convenience only and shall not be deemed part of this Agreement and in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts of this Agreement.

8. Further Action. The parties shall execute and deliver all documents, provide all information and take or forbear from all such action as counsel for Assignor and Assignee may mutually and reasonably determine to be necessary or appropriate to achieve the purposes of this Agreement.

9. Binding Effect Upon Successors. This Assignment shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, legal representatives and assigns.

10. Exhibits. All Exhibits annexed to this Agreement are expressly made a part of this Agreement as fully as though completely set forth herein. All references to this Agreement, either in the Agreement itself or in any of such writings, shall deem to refer to and include this Agreement and all such Exhibits.

11. Governing Law. This Agreement and its interpretation, construction and enforcement shall be governed by the laws of the State of Utah applicable to contracts made and to be performed entirely therein.

12. Attorneys' Fees. In the event of a dispute between the parties arising under this Agreement, the party prevailing in such dispute shall be entitled to collect from the other party all of its costs and expenses incurred in such dispute, including without limitation, court costs and reasonable attorney's fees.

IN WITNESS WHEREOF, the parties have executed this Assignment of Lease as of the day and year first above written.

ASSIGNOR:



LEAH M. WRIGHT, Trustee of the Leah M. Wright Living Trust


STANLEY R. deWAAL, Trustee of the Leah M. Wright Living Trust

ASSIGNEE:

HEARTLAND WEST VALLEY COMMERCIAL LIMITED PARTNERS, a Minnesota limited partnership

By: West Valley Management Corporation, its general partner

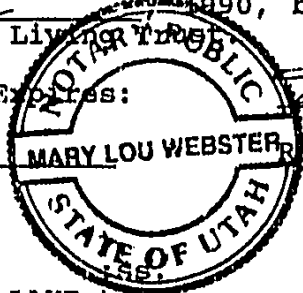
By Michael L. Nielsen
Michael L. Nielsen
President

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

The foregoing instrument was acknowledged before me this 18th day of May, 1990, by Leah M. Wright, Trustee of the Leah M. Wright Living Trust.

My Commission Expires:

8-19-91 Mary Lou Webster NOTARY PUBLIC
Residing at Salt Lake County, UT

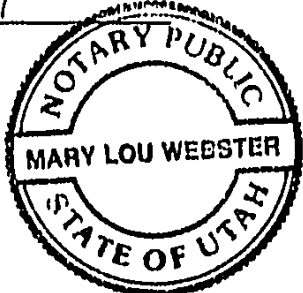


STATE OF UTAH)
) :ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 18th day of May, 1990, by Stanley R. deWall, Trustee of the Leah M. Wright Living Trust.

My Commission Expires:

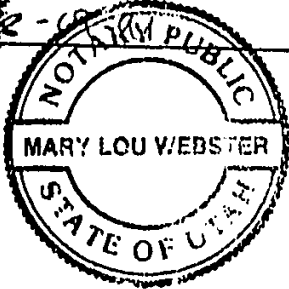
8-19-91 Mary Lou Webster NOTARY PUBLIC
Residing at Salt Lake County, UT



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

The foregoing instrument was acknowledged before me this 27th day of May, 1990, by Michael L. Nielsen, President of West Valley Management Corporation, General Partner of Heartland West Valley Commercial Limited Partners.

My Commission Expires:



Mary Lou Webster
NOTARY PUBLIC
Residing at Red Lake County, W

EXHIBIT "A"

The Lease

LEASE

THIS LEASE entered into and dated as of the 16th day of November 1970, between ESTEL L. WRIGHT and LEAH M. WRIGHT, Husband & Wife, of 3536 Market Street, Salt Lake City, Utah

as Lessor, and THE GOODYEAR TIRE & RUBBER COMPANY, an Ohio corporation having a principal office in the City of Akron, State of Ohio, as Lessee.

WITNESSETH, that:

Lessor does hereby demise and lease unto Lessee, and Lessee does hereby hire and take from Lessor those certain premises located at 2700 West Street in the City of

Salt Lake County of Salt Lake and State of Utah

described as follows: a building located on the property described as beginning at a point which is South 320 ft. and West 50.0 ft. from the NE Corner of Section 33, T.1.S., R.1W, S.L.B. & M. and running thence West 280 ft; thence North 157 ft; thence East 112 ft; thence North 30 ft; thence East 191.5 ft; thence Southeast 64.95 ft; thence South 134 ft. to the point of beginning and further described as that area outlined in red on Exhibit "A" attached hereto

together with all structures now existing and to be erected thereon and all appurtenances thereto, herein called the premises.

TO HAVE AND TO HOLD the same for a term as hereinafter provided, and Lessee hereby agrees to pay therefor a monthly rental of \$2,200.00 in advance on the first business day of each month during said term to

ESTEL L. WRIGHT and LEAH M. WRIGHT, Husband and Wife

3536 Market Street, Salt Lake City, Utah

or elsewhere as Lessor may, in writing, direct. LESSOR'S EMPLOYER IDENTIFICATION NUMBER AS ASSIGN

ED BY INTERNAL REVENUE SERVICE OR SOCIAL SECURITY NUMBER

ESTEL L. WRIGHT, 528-09-9197 LEAH M. WRIGHT, 528-22-3693

PROVIDED ALWAYS, that this lease is entered into upon the following terms and conditions, all of which the parties hereto covenant

to keep and perform throughout the term of this lease:

1. If Lessee shall hereafter install at its expense any shelving, lighting and other fixtures, wall heaters, portable air conditioning units, portable partitions or any trade fixtures, or if Lessee has heretofore installed or applied or shall hereafter install or apply any advertising signs or other standard identifications of Lessee, any article so installed or any identification so applied shall be the property of Lessee which Lessee may remove at the termination of this lease, provided that in such removal Lessee shall repair any damage occasioned to the premises.

2. Lessor will keep the roof in good condition and repair, and will make all structural repairs necessary during the term hereof. Lessor will make all building changes or installations required to conform with applicable laws and ordinances. In the event Lessor shall fail or neglect to make any repairs which under the terms of this lease Lessor is required to make, and of which notice has been given to Lessor by Lessee, or having started such repairs shall fail to complete them at the earliest possible date, Lessee may cause such repairs to be made or completed and may deduct from subsequent installments of rent an amount sufficient to reimburse it for expenses incurred in making or completing such repairs. Lessee will not commit any undue waste on the premises and will conform with all applicable laws and ordinances respecting the use and occupancy thereof relating to matters not covered elsewhere herein, provided that Lessee shall in no event be required to make any alterations, additions, or improvements to such premises in order to conform therewith. Lessee at its own expense may, in a good workmanlike manner, make such alterations and/or additions to the improvements on the demised premises as it shall deem necessary in the conduct of its business without, however, materially altering the basic character of existing improvements and shall not be required to restore the improvements to their original condition. At the termination of this lease Lessee will surrender the premises to Lessor in substantially as good condition of repair as when received, ordinary wear and tear, damage by fire, the elements and unavoidable casualty excepted.

3. Lessee is hereby permitted to use and occupy the premises for the sale of such product and furnishing of such services as in Goodyear Service Stores generally, including but not limited to the servicing, storing and repairing of motor vehicles and the selling

NOT LEGAL FOR RECORDS CO. RESPONSE

BK 6223 Pg 24 30

4. Except as otherwise provided in the Plans and Specifications, Lessor shall, at its expense, provide gas, electricity, water and sewer service to the demised premises. Lessee will pay for all electricity, gas, sewer charges and water used by Lessee on the herein demised premises.

~~5. Lessor shall have the right to enter upon the premises at all reasonable times to examine the condition thereof, but such right shall not be exercised in a manner to interfere unreasonably with the business of Lessee.~~

6. Lessor may enter upon the premises at all reasonable times to examine the condition thereof, but such right shall not be exercised in a manner to interfere unreasonably with the business of Lessee.

7. Lessee may assign this lease or sublet the premises or any part thereof but such assignment or subletting shall not in any way release Lessee from its liability to pay rent as provided herein or from its liability to carry out and perform in the manner herein set forth any of the other covenants and conditions of this lease.

8. Lessee shall have the exclusive right to use the premises for advertising purposes and the display of advertising signs.

9. Lessee will permit Lessor to place and maintain on the premises the usual "For Rent" or "For Sale" signs during the last sixty (60) days of the term hereof.

10. Lessee, at its expense, will carry fire and extended coverage insurance on the ~~premises~~ building to the full replacement value thereof with proceeds payable to Lessor, Lessee and/or any mortgagee (whose name and address shall have been furnished to Lessee in writing) as their interests appear and Lessee will, upon request, furnish to Lessor a certificate showing the issuance of such coverage. Said certificate shall have noted thereon a statement that such insurance shall not be subject to cancellation except after ten (10) days' prior written notice to Lessor of such cancellation.

11. Lessee agrees to indemnify and hold Lessor harmless from any loss, damage or injury to persons or property, resulting from Lessee's use and occupancy of the demised premises except to the extent such losses, damages or injuries are covered by insurance carried by Lessor.

12. Lessor shall pay all Real Estate Taxes and Assessments due and payable on the ~~premises~~ building during the term hereof. Lessee shall, upon billing, therefor, and presentation of receipts, bills within ninety (90) days from the date of payment thereof, reimburse Lessor for all such taxes and assessments so paid, but the assessment portion thereof shall be limited to the minimum amount permitted by law on an installment basis. Lessee shall have the right to contest any levy of such taxes and/or assessments in its behalf or in behalf of Lessor in accordance with the provisions of the laws relating to such contests.

13. If the improvements on the premises shall be damaged by fire, the elements or unavoidable casualty, leaving not less than 75% of the leased floor space usable for Lessee's purposes, Lessor, without liability on the part of Lessee, shall proceed forthwith to cause such damage to be repaired and for that purpose shall be entitled to the proceeds of insurance covering such damage or destruction. If the improvements shall be damaged as above stated leaving less than 75% of the floor space usable for Lessee's purposes, Lessor shall proceed forthwith to commence the restoration of the improvements to the condition existing immediately prior to such damage or destruction and for that purpose shall be entitled to the proceeds of insurance covering such damage or destruction. If within sixty (60) days after the date of such damage or destruction Lessor shall not have commenced such restoration, or at any time prior to the Lessor's completion of such restoration should such restoration be unreasonably delayed, Lessee may elect, by notice in writing, either (a) to cancel this lease and be relieved of all liability hereunder from the date of such damage or destruction, in which event Lessor shall be entitled to the insurance proceeds covering such damage or destruction, or (b) to restore the damaged property to substantially the same condition as existed immediately prior to the date of such damage or destruction and for this purpose Lessor shall make available to the Lessee the proceeds of all insurance covering such damage or destruction. During any such period of partial occupancy, Lessee shall pay rental in such proportion to the entire rental herein reserved that the floor space actually occupied bears to the entire floor space herein leased and Lessor shall return to Lessee on demand any rental paid by Lessee in advance to the extent that such payment exceeds the reduced rental. Any cancellation of this lease by Lessee as above provided shall be without prejudice to any other rights held by Lessee.

14. If Lessee shall perform all and singular the covenants herein imposed upon it, Lessor will warrant and defend Lessee in the enjoyment and peaceful possession of the premises during the term hereof.

15. At any expiration or cancellation of this lease, should Lessee hold over for any reason, it is hereby agreed that, in the absence of a written agreement to the contrary, such tenancy shall be from month to month only and subject to all the other terms, conditions and provisions theretofore in effect with respect to said lease.

16. It is agreed that the waiving of any of the covenants of this lease by either party shall be limited to the particular instance and shall not be deemed to waive any other breaches of such covenant.

17. If Lessee shall be in default in the payment of any rent due hereunder, or in the performance of any of the covenants or conditions hereof, and shall fail to correct and rectify any such default within thirty (30) days from the receipt of written notice thereof from Lessor, or if Lessee shall be adjudicated bankrupt, or make any assignment for the benefit of creditors, or if the interest of Lessee herein shall be sold under execution of other legal process, Lessor may enter into said premises, and again have and repossess the same as if this lease had not been made and shall thereupon have the right to cancel this lease without prejudice, however, to the right of Lessor to recover all rent due to the time of such entry. In case of any such default and entry, Lessor shall relet said premises from time to time during the remainder of the term hereof for the highest rent obtainable and may recover from Lessee any deficiency between such amount and the rent herein reserved.

18. If the premises, or any part thereof, shall be appropriated for any public use by virtue of eminent domain or condemnation proceeding, or if by reason of any law or ordinance, or by court decree whether by consent or otherwise, the use of the premises by Lessee for any of the specific purposes hereinbefore referred to shall be prohibited, Lessee shall have the right to terminate this lease upon written notice to Lessor, and rental shall be paid only to the time when Lessee surrenders possession of the premises, or Lessee, in the event of partial appropriation as aforesaid, may elect to continue in possession of that part of the premises not so appropriated under the same terms and conditions hereof, except that in such cases Lessee shall be entitled to an equitable reduction in the rental payable hereunder. Any rental paid in advance beyond such time shall be returned by Lessor to Lessee on demand. Lessee reserves the right to claim, prove and receive in any condemnation proceedings such amount as may be allowed for fixtures and other equipment installed by it and for the unamortized value of its leasehold improvements.

19. Lessee may extend the term of this lease and all the provisions hereof, as amended from time to time, for two (2) further successive period(s) of one (1) year(s) each, by notifying Lessor in writing of its intentions so to do at least sixty (60) days prior to the expiration of the then current term.

20. It is understood and agreed that any notice given by either party hereto to the other under any of the provisions hereof shall be deemed to have been properly delivered when registered or certified and deposited in the United States mails with adequate postage affixed, addressed to the Lessee at 1144 East Market Street, Akron, Ohio 44316, attention Real Estate Department, or to Lessor at the place where the rent was last paid prior to such notice, or to such other person and place as the parties may from time to time direct in writing.

21. At Lessee's option this lease shall not become binding on Lessee until Lessor shall obtain such permits, waivers and consents as may be required as authority for the use of this premises for the purposes set forth herein, together with such licenses and/or permits as may be necessary for the installation or construction of alterations, improvements, and/or identifications necessary for Lessee's use and occupancy of the premises.

NOT LEGAL FOR REPRODUCTION

BK 6223pg2431

NOT LEGAL FOR RECORDING
CO. RECORDER

22. (a) Promptly after the execution hereof, Lessor shall proceed at its expense with the construction or improvements on said premises in accordance with plans and specifications to be furnished by Lessee and submitted to Lessor for approval, which approval shall not be unreasonably delayed or withheld. Should any revision and/or correction be required by Lessor, such revision or correction shall be submitted to Lessee's Akron, Ohio office within ten (10) days after receipt of said plans and specifications by Lessor and, upon approval by Lessee, shall be incorporated in said plans and specifications. Each party shall thereupon approve said plans and specifications. Within twenty (20) days after such approval, Lessor shall request not less than three (3) bids from qualified bidders. Lessee may, but shall not be required to, obtain additional bids. Such bids shall be opened at a preestablished time, place and date, and Lessor shall give Lessee's Architectural Division in Akron, Ohio at least seven (7) days' prior written notice thereof so that Lessee may attend if it elects so to do. Lessor shall award the construction contract to such bidder and at such price as shall be approved in writing by Lessee. The parties hereto estimate that the cost of constructing said improvements, plus the cost of a topographical survey and soil tests, as authorized and requested by Lessee in writing, and any cost incurred by Lessor at Lessee's written request, in preparation of plans and specifications, will not exceed an aggregate of \$110,000.00. In the event Lessee elects to cause the plans and specifications to be prepared by an Architect other than the Lessee's Architectural Department, Lessee shall pay the cost thereof and upon billing therefor to Lessor, the latter will promptly reimburse Lessee for the cost of such architectural services. Such reimbursed amount shall be included as a part of the aggregate construction costs. If, within thirty (30) days after the date fixed for the taking of bids, Lessor shall determine that it is unable to perform such work for such estimated amount or less, and Lessee is also unable to perform such work for such estimated amount, then Lessee may elect by notice in writing to Lessor within sixty (60) days after such date, either to: (a) pay the excess construction cost over and above said estimate, or (b) revise the plans and specifications so that the contemplated improvements may be constructed for that amount, or (c) require Lessor to provide the additional funds necessary to meet such excess construction cost, but subject to reimbursement by increase in rental payable hereunder in accordance with the provisions of Paragraph 23 hereof. In the absence of any such election either Lessor or Lessee may cancel this lease by notice in writing to the other, whereupon both parties shall be relieved of all liability hereunder. In the event that Lessee shall elect to cancel this lease according to the foregoing, Lessee shall upon billing therefor reimburse Lessor for its out-of-pocket expense in obtaining a topographical survey and making soil tests, to the extent such expenditures were requested in writing by Lessee. Lessor shall cause the construction work to be performed in a good workmanlike manner and will complete the same on or before

October 31, 1971, with due allowance, however, for

strikes, acts of God or other unavoidable contingencies beyond the control of Lessor. If the improvements shall not have been completed on or before such date, plus the amount of any delay (but not more than ninety (90) days) attributable to any of said contingencies, then Lessee shall have the right to cancel this lease by giving to Lessor not less than ten (10) days' prior written notice of its intention so to do and Lessee shall thereupon be relieved of all liability hereunder. LESSOR SHALL ADVISE LESSEE IN WRITING AT LEAST TEN (10) DAYS PRIOR TO THE DATE SUCH IMPROVEMENTS SHALL BE COMPLETED AND ARE READY FOR OCCUPANCY. The parties hereto understand that Lessor and Lessee may from time to time prior to such completion agree in writing to certain modifications, and/or changes in the aforesaid plans and specifications. All such modifications and/or changes shall be made by and at the expense of Lessor.

THE TERM of this lease and the payment of rental hereunder shall begin on the first day of the calendar month following the date of such completion and continue for a period of fifteen (15) years thereafter.

(b) Promptly after the completion of the above referred to improvements, Lessor, upon request by Lessee, shall furnish to Lessee a complete summary of the aggregate cost thereof and such cost shall be subject to audit by Lessee's authorized representative. If such cost shall be more or less than the estimated cost set forth above, then the minimum monthly rental above provided shall be increased or decreased accordingly, retroactive to the beginning of the term hereof, by 1/12 of 10.0 % of the difference.

(c) To enable Lessee to accelerate its opening date, Lessee may, with the permission of the contractor and at Lessee's sole risk, enter into the premises prior to completion and make such installations as it deems desirable for the operation of its business provided, however, that such entry and installing shall be done in such manner as not to interfere with the construction of the improvements. Notwithstanding such entry and installing, the term shall begin and rent shall be payable as set forth in (a) above, but neither the beginning of the term and payment of rental hereunder nor Lessee's occupancy of the demised premises shall preclude Lessee from requiring Lessor to correct defects in the construction work arising out of Lessor's failure to comply with plans and specifications.

23. Within a reasonable time after the expiration of each lease year of the term hereof, Lessee will submit to Lessor a Statement of Sales showing the net sales billed to customers from the demised premises as reflected on records of account maintained in the operation of the business (common to and standard for Goodyear Service Stores) less Federal Excise taxes, Sales Taxes or similar taxes or impositions, where billed to the customer as a separate item. If three (3%) per cent of Retail Sales plus one (1%) per cent of Wholesale Sales (for the purpose of this paragraph all sales of truck tires and tubes shall be considered Wholesale Sales) shall exceed the aggregate of (a) the annual aggregate of the minimum monthly rental as herein provided, plus (b) the real estate taxes and/or assessments reimbursed to Lessor pursuant to the "taxes and assessments" paragraph hereof, plus (c) the cost of fire insurance reimbursed to Lessor pursuant to the "Fire Insurance" paragraph hereof, then Lessee shall pay to Lessor as additional rental for such lease year an amount equal to such excess, provided, however, that the excess rental payable herein in any one lease year shall not exceed a sum equal to the annual aggregate of the minimum monthly rental. No Statement of Sales need be submitted with respect to any lease year in which the maximum rental is payable to Lessor. A "lease year" shall be each successive period of twelve calendar months commencing with the first day of the term of this lease.

24. Lessor agrees at its expense, at no cost to Lessee, to keep the common parking area as outlined in green and defined in Exhibit "A" contiguous to the demised premises in good condition and repair.

BK 6223Pg 2432

25. Lessee and Lessee's customers, and visitors, shall have the right, in common with all others granted similar rights by Lessor, to use the parking areas, service areas, sidewalks, driveways and other common facilities provided by the Lessor, for adjoining property owned or controlled by Lessor. Said parking area shall remain under Lessor's control and not be fenced or otherwise obstructed and shall be kept open for the free use thereof, as herein intended. Above mentioned parking space is further defined as that area of Exhibit "A" outlined in green.

26. (a) Lessor agrees that construction of improvements within said shopping complex shall be approximately as set forth in Exhibit "A" attached hereto and that no construction will be permitted within the shopping complex without written consent of Lessee. ~~that area~~ outlined in green.

(b) In the event the parking area within the shopping complex, as set forth on Exhibit "A", shall be reduced by ten (10%) per cent or more for a continuous period of six (6) months, Lessee may, by notice in writing to Lessor cancel this lease and be relieved of all further liability hereunder.

* The area defined on Exhibit "A".

NOT LEGIBLE FROM MICROFILM COPY RECORDED

[This section contains a large diagonal line and faint, illegible text, likely representing a crossed-out signature block or a very faded page.]

This lease and all the provisions hereof shall be binding on and inure to the benefit of the heirs, executors, administrators, successors and assigns of both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly signed as of the day and year first above written.

Approvals	

WITNESSES:
[Handwritten signatures]
 My Commission expires 12-11-72

WITNESSES:
[Handwritten signatures]

[Handwritten signature]
 Lessor
 By *[Handwritten signature]*

THE GOODYEAR TIRE & RUBBER COMPANY
 Lessor
 By *[Handwritten signature]*
 Title Vice President
 Attest: *[Handwritten signature]*
 Assistant Secretary

BK 6223PG2433

ACKNOWLEDGMENT BY LESSOR (CORPORATION)

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public duly sworn, commissioned and authorized for the above County and State, and residing therein, do hereby certify that _____ and

_____ whose names as _____ President and _____

Secretary of _____ a corporation, are signed to the hereto annexed lease, and who are well known to me to be the identical person(s) who subscribed the name of the Lessor to said lease, personally appeared before me in said County and acknowledged before me on this day that (he is) (they are) the officer(s) above designated and that (he is) (they are) acquainted with the seal of said corporation and that the seal affixed to said lease is the seal of said corporation and that as such officer(s) (he) (they) signed said lease in (his) (their) own handwriting and sealed and delivered said lease for and as (his) (their) own free act and deed and as the free act and deed of said corporation for the uses, purposes and considerations mentioned and expressed therein on the date thereof and that the act of sealing, executing and delivering said lease was duly authorized by resolution of the Directors of said corporation.

Given under my hand and seal of office this _____ day of _____ 19____

Notary Public

My Commission Expires _____

NOT LEGIBLE FOR MICROFILM
DO NOT RECORDE

ACKNOWLEDGMENT BY GOODYEAR

STATE OF OHIO,
COUNTY OF SUMMIT

I, June G. Vance, a Notary Public duly sworn, commissioned and authorized for the above County and State, and residing therein, do hereby certify that A. H. Chapin and

R. C. Barnett whose names as Vice President and Assistant Secretary of THE GOODYEAR TIRE & RUBBER COMPANY, a corporation, are signed to the hereto annexed lease, and who are well known to me to be the identical persons who subscribed the name of Lessee thereto, personally appeared before me in said County, and acknowledged before me on this day that they are the officers above designated and that they are acquainted with the seal of said corporation and that the seal affixed to said lease is the seal of said corporation and that as such officers they signed said lease in their own handwriting and sealed and delivered said lease for and as their own free act and deed and as the free act and deed of said corporation for the uses, purposes and considerations mentioned and expressed therein on the date thereof and that the act of sealing, executing and delivering said lease was duly authorized by resolution of the Directors of said corporation.

Given under my hand and seal of office this 11th day of December 1970

Notary Public

My Commission Expires _____

June 20, 1973

ACKNOWLEDGMENT BY INDIVIDUALS

STATE OF Utah
COUNTY OF Salt Lake

I, William O'Brien, a Notary Public duly authorized and qualified in and for the above County and State, and residing therein, do hereby certify that Goldie J. and Jack M. O'Brien

whose name(s) (is) (are) signed to the foregoing lease hereto annexed and bearing date of _____, and who is (are) well known to me, personally appeared before me in said County and acknowledged before me on this day that, being informed by me of the contents of said lease produced to me, (and being personally known to me to be the identical person(s) whose name is affixed thereto) (he) (she) (they) executed, signed, sealed and delivered the same voluntarily and of (his) (her) (their) own free will and accord for the uses and purposes named and expressed therein on the day the same bears date.

Given under my hand and seal of office this 22nd day of September 1970

Notary Public

My Commission Expires _____

12-11-72

BK 6223 Pg 24 34

Lessor's Copy

G-1005 (11-62)

LEASE

THIS LEASE entered into as of the 24th day of May, 1971, between ESTEL L WRIGHT and LEAH N WRIGHT, husband & wife of 3536 Market Street, Salt Lake City, Utah, as Lessor, and

THE GOODYEAR TIRE & RUBBER COMPANY, an Ohio corporation having an office in the City of Akron, State of Ohio, as Lessee.

WITNESSETH, that:

The Lessor does hereby demise and lease unto the Lessee, and the Lessee does hereby hire and take from the Lessor those certain premises located at 2700 West Street (ADDRESS) in the City of Salt Lake County of Salt Lake, and State of Utah, described as follows:

A building to be located on the property described as Beginning at a point which is South 191.0 feet; and West 50.0 feet from the North 1/4 Corner of Section 33, T1S., R1W., S.L.B. & M.; and running thence South 129.0 feet; thence West 280.0 feet; thence North 157.0 feet; thence East 112.0 feet; thence South 28.0 feet; thence East 168.0 feet to the point of beginning and further described as that area outlined in red on Exhibit "A" attached hereto,

NOT LEGIBLE FOR MICROFILM CO. RECORDER

together with all structures now existing and to be erected thereon and all appurtenances thereto, herein called "premises." first day of the calendar month next following completion of improvements and continuing for a period of fifteen (15) years thereafter,

TO HAVE AND TO HOLD the same for a term beginning on the 10th day of November, 1970, and ending on the 10th day of November, 1985, and upon the terms, conditions and provisions more fully set forth in that certain lease dated November 16, 1970, heretofore executed by and between the above named Lessor and Lessee, as the same may be amended from time to time. Further subject to the right of Lessee to extend the said lease from time to time until 1990 for two (2) further successive periods of five (5) years each.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly signed as of the day and year first above written.

Table with 5 rows and 1 column labeled 'Approvals'.

WITNESSES: [Signature]

WITNESSES: [Signature]

[Signature] Lessor

THE GOODYEAR TIRE & RUBBER COMPANY Lessee By [Signature] Vice President

BK 6223PE2435

ACKNOWLEDGMENT BY LESSOR (CORPORATION)

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public duly sworn, commissioned and authorized for the above County and State, and residing therein, do hereby certify that _____ and _____ whose names as _____ President and _____

Secretary of _____ a corporation, are signed to the hereto annexed lease, and who are well known to me to be the identical person(s) who subscribed the name of the Lessor to said lease, personally appeared before me in said County and acknowledged before me on this day that (he is) (they are) the officers above designated and that (he is) (they are) acquainted with the seal of said corporation and that the seal affixed to said lease is the seal of said corporation and that as such officer(s) (he) (they) signed said lease in (his) (their) own handwriting and sealed and delivered said lease for and as (his) (their) own free act and deed and as the free act and deed of said corporation for the uses, purposes and considerations mentioned and expressed therein on the date thereof and that the act of sealing, executing and delivering said lease was duly authorized by resolution of the directors of said corporation.

Given under my hand and seal of office this _____ day of _____ 19____

Notary Public
My Commission Expires _____

NOT LEGAL FOR MICROFILM
CO. RECORDER

ACKNOWLEDGMENT BY GOODYEAR.

STATE OF OHIO,
COUNTY OF SUMMIT

I, James G. Nance, a Notary Public duly sworn, commissioned and authorized for the above County and State, and residing therein, do hereby certify that C. C. Johnson and H. E. Barnett whose names as Vice President and Assistant Secretary of

THE GOODYEAR TIRE & RUBBER COMPANY, a corporation, are signed to the hereto annexed lease, and who are well known to me to be the identical persons who subscribed the name of Lessee thereto, personally appeared before me in said County, and acknowledged before me on this day that they are the officers above designated and that they are acquainted with the seal of said corporation and that the seal affixed to said lease is the seal of said corporation and that as such officers they signed said lease in their own handwriting and sealed and delivered said lease for and as their own free act and deed and as the free act and deed of said corporation for the uses, purposes and considerations mentioned and expressed therein on the date thereof and that the act of sealing, executing and delivering said lease was duly authorized by resolution of the directors of said corporation.

Given under my hand and seal of office this 27th day of August, 1971

James G. Nance
Notary Public
My Commission Expires June 20, 1973

ACKNOWLEDGMENT BY INDIVIDUALS.

STATE OF UTAH
COUNTY OF Salt Lake

I, A. W. Boyce, a Notary Public duly authorized and qualified in and for the above County and State, and residing therein, do hereby certify that Estel L. Wright and Leah M. Wright, his wife, whose name(s) is (are) signed to the foregoing lease hereto annexed and bearing date of May 24, 1971, and who is (are) well known to me, personally appeared before me in said County and acknowledged before me on this day that, being informed by me of the contents of said lease produced to me, (and being personally known to me to be the identical person whose name is affixed thereto) (he) (she) (they) executed, signed, sealed and delivered the same voluntarily and of (his) (her) (their) own free will and accord for the uses and purposes named and expressed therein on the day the same bears date.

Given under my hand and seal of office this 24th day of May, 1971

A. W. Boyce
Notary Public
My Commission Expires 4-1-72

BK 6223PG2436

Lessor's Copy

July 2, 1971

(Date)

The Goodyear Tire & Rubber Company
1144 East Market Street
Akron, Ohio 44316

Attention Real Estate Department

Gentlemen:

Please refer to that certain Lease dated November 16, 1970, between you as Lessee and the undersigned, as Lessor, whereby we agreed to construct certain improvements located at 2700 West Street, in the county of Salt Lake, State of Utah.

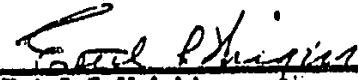
In consideration of mutual benefits expected to accrue to each of the parties hereto, it is hereby proposed that said lease be amended as follows:

The legal description as stated in said lease shall be deleted in its entirety and in lieu thereof shall be substituted the following:


A building to be located on the property described as Beginning at a point which is South 191.0 feet; and West 50.0 feet from the North 1/4 Corner of Section 33, T1S., R1W., S.L.B. & M.; and running thence South 129.0 feet; thence West 280.0 feet; thence North 157.0 feet; thence East 112.0 feet; thence South 28.0 feet; thence East 168.0 feet to the point of beginning and further described as that area outlined in red on Exhibit "A" attached hereto.

If the foregoing proposed amendment is acceptable to you please so indicate by signing the attached carbon copy of this letter, and returning to the undersigned.

Very truly yours,




Estel L. Wright



Leah M. Wright

ACCEPTED:

THE GOODYEAR TIRE & RUBBER COMPANY

By 

Vice President

Attest 

Assistant Secretary

NOT LEGIBLE FOR MICROFILM
CO. RECORDER

BK 6223 PG 2437

Lessor's Copy

January 18, 1973

The Goodyear Tire & Rubber Company
1144 East Market Street
Akron, Ohio 44316

Attention: Real Estate Department

Gentlemen:

Please refer to that certain Lease dated November 16, 1970, between the undersigned, as Lessor, and you, as Lessee, whereby the undersigned agreed to construct for you certain improvements on premises located at and commonly known as 2700 West Street, City of Salt Lake City, State of Utah.

The effective date of said lease and the date from which rental shall be paid is dependant on the date of completion of such improvements.

We hereby represent to you that the construction work has now been completed in accordance with the plans and specifications agreed upon between us and that the same are in full compliance with the applicable building codes and regulations.

We, therefore, propose that the term of said lease shall begin and the rental shall be payable from November 1, 1972.

Please confirm the foregoing by signing and returning to the undersigned the attached carbon copy of this letter.

Very truly yours,

Estel L. Wright
Estel L. Wright
Leah M. Wright
Leah M. Wright

AGREED:

THE GOODYEAR TIRE & RUBBER COMPANY

By J. Howard
Manager - Real Estate

BK 6223P62438

The Goodyear Tire & Rubber Company

BOX 3339, TERMINAL ANNEX STATION
LOS ANGELES, CALIFORNIA 90051

PHONE (213) 583-3083

January 31, 1973

Mr Estel Wright
3536 Market Street
Salt Lake City, Utah 84119

Subject: Granger, Utah

Dear Mr Wright:

Attached is a completely executed copy of the letter setting forth the date of November 1, 1972 as that date at which rental shall commence on the above mentioned location.

I am pleased to notify you that the rental checks for the period of November 1, 1972 through February 28, 1973, have been requisitioned and will be forwarded to you as quickly as possible.

Thanks again for making this fine unit of distribution possible.

Very truly yours,

THE GOODYEAR TIRE & RUBBER COMPANY

R P Morrow
R P Morrow
Real Estate Representative
Western Region

RPM/srr
att

BK6223PC439

The Goodyear Tire & Rubber Company

Akron, Ohio 44316-0001

July 20, 1987.

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

ESTEL L WRIGHT AND LEAH M WRIGHT
3536 Market Street
Salt Lake City, Utah 84119

Dear Sir and Madam:

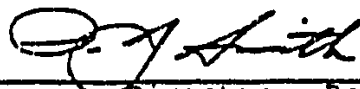
Please refer to that certain Lease dated November 16, 1970, between you, as Lessor, and The Goodyear Tire & Rubber Company, as Lessee, relative to the occupancy by Lessee of premises owned or controlled by you at 2700 West Street, Salt Lake County (Granger), Utah, which said lease, as heretofore amended from time to time, will expire on October 31, 1987.

Pursuant to the terms and conditions of said lease, as amended, we hereby exercise our option to extend our term of occupancy under said lease for a further period of five (5) years, beginning November 1, 1987, at a minimum rental of \$2,405.64 per month, and subject to all the other terms and conditions thereof.

Very truly yours,

THE GOODYEAR TIRE & RUBBER COMPANY

By



Director - Real Estate

S A Mikolay

BK6223PG2440