

ASSIGNMENT AND ASSUMPTION OF LEASE

This Assignment and Assumption of Lease ("Agreement") is executed this 28th day of November, 2001, by and between Lawrence H. Miller and Karen G. Miller (collectively the "Assignor") and Miller Family Real Estate, L.L.C., a Utah limited liability company (the "Assignee").

WHEREAS, the Assignor is the lessee under that certain Lease Agreement with Salt Lake City Corporation as lessor dated January 9, 1996 (the "Lease Agreement"), regarding certain real property more specifically described in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, the Assignee desires to acquire from the Assignor and the Assignor desires to assign to the Assignee all of the right, title and interest of the Assignor as lessee in and to the Lease Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein provided, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. The Assignor hereby assigns, transfers, sells, conveys and delivers to the Assignee all the Assignor's right, title and interest in and to the Lease Agreement. The Lease Agreement is assigned to the Assignee free and clear of any claims, liabilities, mortgages, assignments, liens, charges or encumbrances of any nature caused by the Assignor.

2. Assumption. The Assignee, from and after the date hereof, assumes and covenants to duly keep, observe, perform and be bound by each and every term, condition, obligation and provision of the Assignor relative to the Lease Agreement that is to be kept, observed or

F.54430

27.13.474:036

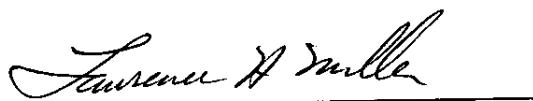
8K8534 PG 2066

performed by the Assignor thereunder.

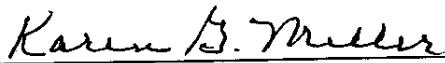
3. Additional Documents. The parties hereto shall execute, acknowledge and deliver such instruments, do such things and perform such acts as may be reasonably necessary to complete the assignment of the Lease Agreement and assumption of the obligations with regard thereto in accordance with this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ASSIGNOR:



Lawrence H. Miller



Karen G. Miller

ASSIGNEE:

MILLER FAMILY REAL ESTATE, L.L.C., a
Utah limited liability company

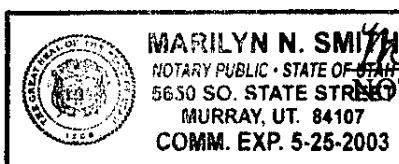
By: 

Lawrence H. Miller, Operating Manager

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

On this 28th day of November, 2001, before me, the undersigned notary, personally appeared Lawrence H. Miller, who is personally known to me to be the person whose name is

subscribed to this instrument, and acknowledged that he executed the same.

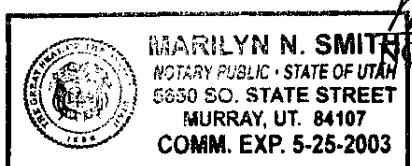


Marilyn N. Smith

NOTARY PUBLIC

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

On this 28th day of November, 2001, before me, the undersigned notary, personally appeared Karen G. Miller, who is personally known to me to be the person whose name is subscribed to this instrument, and acknowledged that she executed the same.

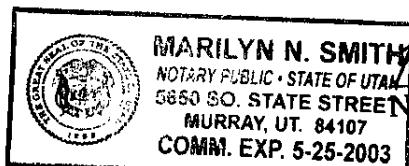


Marilyn N. Smith

NOTARY PUBLIC

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

On this 28th day of November, 2001, before me, the undersigned notary, personally appeared LAWRENCE H. MILLER, who is personally known to me to be the person whose name is subscribed to this instrument, and acknowledged that he is the Operating Manager of MILLER FAMILY REAL ESTATE, L.L.C., and that he executed the same on behalf of said company by authority of its Operating Agreement or a resolution of its members and that said company executed the same.



Marilyn N. Smith

NOTARY PUBLIC

ASSIGNMENT AND ASSUMPTION OF LEASE

This Assignment and Assumption of Lease ("Agreement") is executed this 28th day of November, 2001, by and between Lawrence H. Miller and Karen G. Miller (collectively the "Assignor") and Miller Family Real Estate, L.L.C., a Utah limited liability company (the "Assignee").

WHEREAS, the Assignor is the lessee under that certain Lease Agreement with Salt Lake City Corporation as lessor dated January 9, 1996 (the "Lease Agreement"), regarding certain real property more specifically described in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, the Assignee desires to acquire from the Assignor and the Assignor desires to assign to the Assignee all of the right, title and interest of the Assignor as lessee in and to the Lease Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein provided, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. The Assignor hereby assigns, transfers, sells, conveys and delivers to the Assignee all the Assignor's right, title and interest in and to the Lease Agreement. The Lease Agreement is assigned to the Assignee free and clear of any claims, liabilities, mortgages, assignments, liens, charges or encumbrances of any nature caused by the Assignor.

2. Assumption. The Assignee, from and after the date hereof, assumes and covenants to duly keep, observe, perform and be bound by each and every term, condition, obligation and provision of the Assignor relative to the Lease Agreement that is to be kept, observed or performed by the Assignor thereunder.

3. Additional Documents. The parties hereto shall execute, acknowledge and deliver such instruments, do such things and perform such acts as may be reasonably necessary to complete the assignment of the Lease Agreement and assumption of the obligations with regard thereto in accordance with this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ORIGINAL DOCUMENT
PROPERTY OF SALT LAKE
CITY RECORDER'S OFFICE
451 SO. STATE, RM. 415
SALT LAKE CITY

BK8534PG2069

ASSIGNOR:

Lawrence H. Miller

Karen G. Miller

ASSIGNEE:

MILLER FAMILY REAL ESTATE, L.L.C., a
Utah limited liability company

By: Lawrence H. Miller, Operating Manager

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

On this _____ day of November, 2001, before me, the undersigned notary, personally appeared Lawrence H. Miller, who is personally known to me to be the person whose name is subscribed to this instrument, and acknowledged that he executed the same.

**NOTARY PUBLIC, Residing in
Salt Lake County, Utah**

ORIGINAL DOCUMENT
PROPERTY OF SALT LAKE
CITY RECORDER'S OFFICE
451 SO. STATE, RM. 415
SALT LAKE CITY, UTAH 84111

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

On this ____ day of November, 2001, before me, the undersigned notary, personally appeared Karen G. Miller, who is personally known to me to be the person whose name is subscribed to this instrument, and acknowledged that she executed the same.

NOTARY PUBLIC, Residing in
Salt Lake County, Utah

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

On this ____ day of November, 2001, before me, the undersigned notary, personally appeared LAWRENCE H. MILLER, who is personally known to me to be the person whose name is subscribed to this instrument, and acknowledged that he is the Operating Manager of MILLER FAMILY REAL ESTATE, L.L.C., and that he executed the same on behalf of said company by authority of its Operating Agreement or a resolution of its members and that said company executed the same.

NOTARY PUBLIC, Residing in
Salt Lake County, Utah

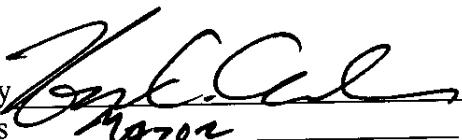
CONSENT

Salt Lake City Corporation, as the Lessor under the Lease Agreement referenced above, hereby consents to and approves of the assignment and assumption of the rights and obligations of the lessee under said Lease Agreement, as set forth above.

SALT LAKE CITY CORPORATION



By
Its


Tom C. Colton
Mayor

Attest:

Christina Meeker
Chief Deputy Recorder

APPROVED AS TO FORM
Salt Lake City Attorney's Office

Date 11/19/01
By 

RECORDED

NOV 28 2001

CITY RECORDER

ORIGINAL DOCUMENT
PROPERTY OF SALT LAKE
CITY RECORDER'S OFFICE
451 SO. STATE, RM. 415
SALT LAKE CITY, UTAH 84111

EXHIBIT A

Description of Premises

Commencing at the Southeast corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian; thence North 89°55'40" West, a distance of 152.151 feet along the South line of said Section; thence North 12°33'05" East, a distance of 54.795 feet to the POINT OF BEGINNING, said point also being on the North right-of-way line of 11000 South Street; thence North 89°55'40" West, 67.60 feet along said right-of-way line; thence North 12°33'05" East, 168.58 feet; thence North 35°42'20" East, 203.68 feet; thence North 25°57'56" East, 318.18 feet to the West right-of-way line of State Street; thence South 00°03'19" East, 150.45 feet along said right-of-way line; thence South 25°57'56" West, 188.61 feet; thence South 35°42'20" West, 195.79 feet; thence South 12°33'05" West, 140.45 feet to the POINT OF BEGINNING. Contains 0.92068 acres.

8076855
11/30/2001 02:46 PM 25.00
Book - 8534 Pg - 2066-2073
GARY W. OTT
RECODER, SALT LAKE COUNTY, UTAH
FOUNDERS TITLE
BY: KLB, DEPUTY - WI 8 P.

ORIGINAL DOCUMENT
PROPERTY OF SALT LAKE
CITY RECORDER'S OFFICE
451 SO. STATE, RM. 415
SALT LAKE CITY, UTAH 84111

BK8534 PG2073