

Recorded DEC 20 1973 11:37 A.
Request of MICHIE LAND TITLE COMPANY
For Part of the ...
\$ 29.90 [Signature]
Ref. _____

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2589377
2589377

ASSIGNMENT AND SALE AGREEMENT

13 of 26
MICHIE LAND TITLE COMPANY

THIS ASSIGNMENT AND SALE AGREEMENT is made and entered into this 8 day of January, 1973 by and between BLAIR ENTERPRISES, INC., a Utah corporation, (hereinafter referred to as "SELLER") and TRACY REALTY CO., with full right of assignment, (hereinafter referred to as "BUYER");

WITNESSETH:

WHEREAS, Seller is the owner of certain real property and building situated thereon located at 445-447 South Main Street in Salt Lake City, Utah (hereinafter referred to as the "PROPERTY"), subject to certain leases and contract of sale hereinafter referred to, said Property being more particularly described in the legal description attached hereto as Exhibit A, incorporated herein and by reference made a part hereof; and

WHEREAS, the Property is subject to the following leases:

- A. Lease and Agreement between Seller and Capitol Furniture Co. dated the 28th day of March, 1972;
- B. Lease between Seller and AAA Tent & Awning Co. dated October 10, 1970;
- C. Lease between Seller and Seaboard Finance Company dated as of May 1, 1968;
- D. Lease between Seller and L. H. Strong Motor Company, a limited partnership, dated January 26, 1970 to take effect February 15, 1970;

and

WHEREAS, Seller entered into a Uniform Real Estate Contract dated March 1, 1965 with M-B Super Tire Market, Inc., a copy of which is attached hereto and expressly made a part hereof, and which contract is not effective until the first day of March, 1975; and under the terms of said contract Seller is obligated to sell the herein described real property in accordance with its terms and conditions on said date of March 1, 1975; and

WHEREAS, Seller is willing to sell to Buyer all of

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Seller's interest in and to the possession of said Property herein described until the first day of March, 1975, when said Uniform Real Estate Contract becomes effective; together with the assignment of Seller's interest in and to the said leases listed and described above and of which copies are attached hereto and expressly made a part hereof;

NOW THEREFORE, in consideration of the sum of SIXTY THOUSAND DOLLARS (\$60,000.00), receipt of which by Seller is hereby acknowledged, Seller hereby sells and assigns to Buyer all of said leases attached hereto and expressly made a part hereof, and grants to and gives possession of the herein described premises to Buyer, all subject to the terms and conditions of said lease agreements and subject to the Uniform Real Estate Contract herein referred to. Buyer shall have the full right to collect and retain the rentals which may be paid hereafter under the terms and conditions of said leases. The Buyer as assignee being bound by the terms and provisions of said leases, and any legal action taken by it shall be in conformance with and not in violation of said lease agreements.

Buyer hereby warrants and represents that as assignee of said leases that it will take no action nor in any way be responsible for any violation of the terms and conditions and performance of said lease agreements; Buyer to be required to abide and perform under the terms of said lease agreements. Buyer and its assignees, if any, further agrees to hold harmless and indemnify Seller against any damages or liability of whatever kind or nature that it may suffer by virtue of any action of Buyer with regard to said lease agreements, including any attorney's fees incurred.

The parties hereby acknowledge that if Buyer, or its assigns, acquires all of the right, title and interest of the Buyer under said Uniform Real Estate Contract dated March 1, 1965 (Exhibit B), that Seller will accept Buyer, or its assigns, as the contract purchaser under said contract and will perform Seller's

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obligations under said contract in accordance with the terms thereof as though Buyer or its assigns was the original purchaser named therein, and that Buyer, or its assigns, will then have, subject to performance of the purchaser's obligations under said Uniform Real Estate Contract, in the event that Buyer or its assigns, if any, purchase the same, the full equitable interest of a contract purchaser in said property plus all of the possessory rights of Seller between the date of this instrument and the date said Uniform Real Estate Contract becomes effective.

IN WITNESS WHEREOF, this Assignment and Sale Agreement has been executed as of the day and year first above written.

SELLER:

BLAIR ENTERPRISES, INC.

BY [Signature]
Its President

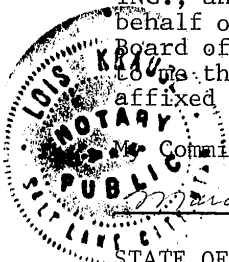
BUYER:

TRACY REALTY CO.

BY [Signature]
Its President & Broker

STATE OF UTAH }
COUNTY OF SALT LAKE }SS

On the 9th day of January, 1972, personally appeared before me S. W. Blair, Jr., who being by me duly sworn did say that he is the President of BLAIR ENTERPRISES, INC., and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said S. W. Blair, Jr. duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



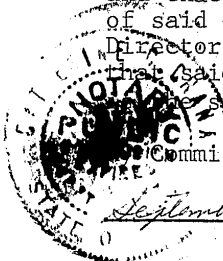
My Commission Expires:

March 20, 1975

[Signature]
NOTARY PUBLIC
Residing at Salt Lake City, Utah

STATE OF UTAH }
COUNTY OF SALT LAKE }SS

On the 8th day of January, 1972, personally appeared before me Bernard C. Fallentine, who being by me duly sworn did say that he is the President of TRACY REALTY CO., and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said Bernard C. Fallentine duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



My Commission Expires:

September 2, 1976

[Signature]
NOTARY PUBLIC
Residing at Salt Lake City, Utah

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BLOCK 39 PLAT A SALT LAKE CITY SURVEY

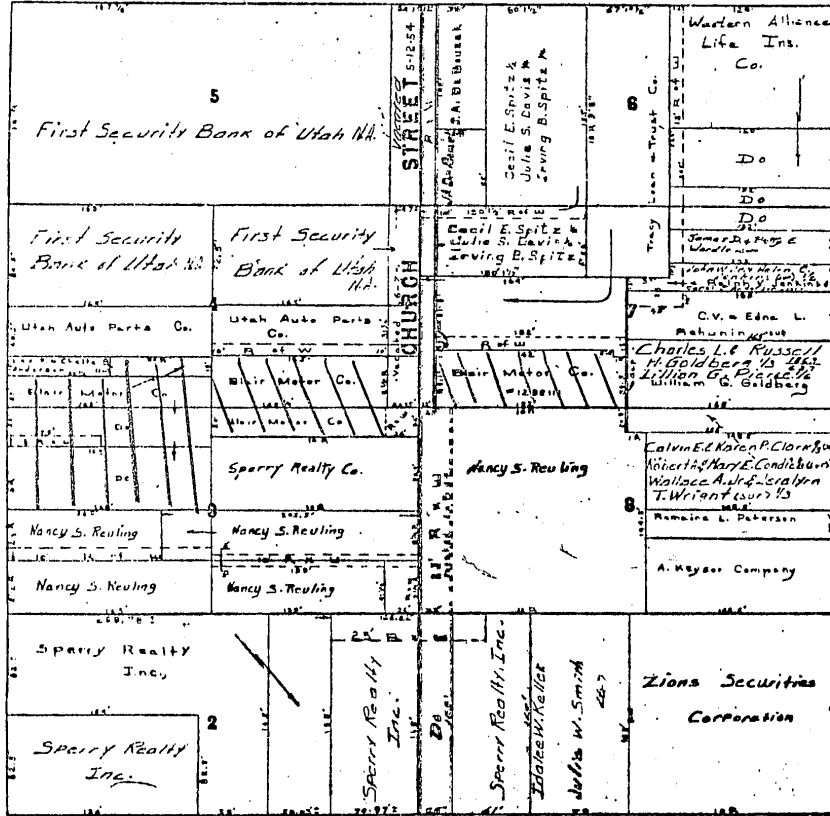
SCALE 60 FT. ONE INCH

281

4TH SOUTH ST.

STREET

MAIN



5TH SOUTH ST.

38

39

Exhibit A

REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into in Salt Lake City, Utah, in duplicate as of the 1st day of March, 1965, by and between BLAIR ENTERPRISES, a Utah corporation, hereinafter designated as the Seller, and M-B SUPER TIRE MARKET, INC., a Utah corporation, hereinafter designated as the Buyer.

W I T N E S S E T H :

That the Seller, for the consideration herein mentioned agrees to sell and convey to the Buyer, and the Buyer for the consideration herein mentioned agrees to purchase the following described real property, situate in the County of Salt Lake, State of Utah, to-wit: 445 South Main Street; more particularly described as follows:

BEGINNING 26 feet West of the Northeast corner of Lot 3, Block 39, Plat "A", Salt Lake City Survey, thence South 24 feet; thence West 139 feet; thence North 24 feet; thence East 139 feet to the point of BEGINNING.

TOGETHER with a Right of Way one and one half rods wide across the East end of Lots 4 and 5, in Block 39, Plat "A", Salt Lake City Survey.

ALSO BEGINNING at the Northwest corner of Lot 3, Block 39, Plat "A", Salt Lake City Survey, and running thence South 5 rods, thence East 10 rods, thence North 122.50 feet, thence West 5 rods, thence South 15 feet, thence West 5 rods, thence South 25 feet to the place of BEGINNING.

ALSO BEGINNING at a point 12 feet East of the Southwest Corner of Lot 7, Block 39, Plat "A", Salt Lake City Survey, and running thence East 152 feet; thence North 39.5 feet; thence West 10 feet; thence North 5.6 feet; thence West 142 feet; thence South 45.1 feet to the point of BEGINNING.

ALSO BEGINNING at the Southeast corner of Lot 4, Block 39, Plat "A", Salt Lake City Survey, and running thence North 2 1/2 rods; thence West 10 rods; thence South 2 1/2 rods; thence East 10 rods to the place of BEGINNING.

TOGETHER with a Right of Way over: BEGINNING 2 1/2 rods North of the Southeast corner of said Lot 4, Block 39, Plat "A", Salt Lake City Survey; and running thence North 10 feet; thence West 10 rods; thence South 10 feet; thence East 10 rods to the place of BEGINNING.

SUBJECT to and with a Right of Way over the East 1 1/2 rods of both of said tracts.

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1. Said Buyer hereby agrees to enter into possession and pay for said described premises the sum of TWO HUNDRED SIXTY FIVE THOUSAND AND NO/100 DOLLARS (\$265,000.00) payable at the office of Seller, his assigns or order strictly within the following times, to-wit:

1/3 of the purchase price payable on or before the first day of March, 1975, and the balance in three equal, yearly installments with interest on any unpaid balance at the rate of 7% per annum, provided that the Buyer has the right to pay the full amount of the purchase price on or before the first day of March, 1975.

Possession of said premises shall be delivered to Buyer on the 1st day of March, 1975.

2. Said yearly payments are to be applied first to the payment of interest and second to the reduction of the principal. Interest shall be charged from March 1, 1975, on all unpaid portions of the purchase price at the rate of seven percent (7%) per annum.

3. It is understood and agreed that if the Seller accepts payment from the Buyer on this contract less than according to the terms herein mentioned, then by so doing, it will in no way alter the terms of the contract as to the forfeiture hereinafter stipulated, or as to any other remedies of the Seller.

4. Seller represents that there are no unpaid special improvement district taxes covering improvements to said premises now in the process of being installed, or which have been completed and not paid for, outstanding against said property, except yearly maintenance on street lighting.

5. The Buyer agrees to pay all special taxes and assessments of every kind and nature are or which may be assessed and which may become due on these premises during the life of this agreement. The Seller hereby covenants and agrees that there are no assessments against said premises.

6. The Buyer agrees to pay the general taxes after March 1, 1975, with taxes for the year 1975 to be prorated to that date.

7. The Buyer further agrees from and after March 1, 1975, to keep all insurable buildings and improvements on said premises insured in a company acceptable to the Seller in the amount of not less than the unpaid balance on this contract, and to assign said insurance to the Seller as his interest may appear and to deliver the insurance policy to the Seller.

8. In the event the Buyer shall default in the payment of any special or general taxes, assessments, or insurance premiums as herein provided, the Seller may, at his option, pay said taxes, assessments and insurance premiums or either of them, and if Seller elects so to do, then the Buyer agrees to repay the Seller upon demand all such sums so advanced and paid by him, together with interest thereon from date of payment of said sums at the rate of 3/4 of one percent per month until paid.

9. Buyer agrees that he will not commit or suffer to be committed any waste, spoil, or destruction in or upon said premises, and that he will maintain said premises in good condition.

10. In the event of a failure to comply with the terms hereof by the Buyer, or upon failure of the Buyer to make any payment or payments when the same shall become due, or within twenty days (20) thereafter, the Seller, at his option shall have the following alternative remedies:

A. Seller shall have the right, upon failure of the Buyer to remedy the default within fifteen (15) days after written notice, to be released from all obligations in law and in equity to convey said property, and all payments which have been made theretofore on this contract by the Buyer, shall be forfeited to the Seller as liquidated damages for the non-performance of the contract, and the Buyer agrees that the Seller may at his option re-enter and take possession of said premises without legal processes as in its first and former estate, together with all improvements and additions made by the Buyer thereon, and the said additions and improvements shall remain with the land and become the property of the Seller, the Buyer becoming

at once a tenant at will of the Seller; or

B. The Seller may bring suit and recover judgment for all delinquent installments, including costs and attorneys fees. (The use of this remedy on one or more occasions shall not prevent the Seller, at his option, from resorting to one of the other remedies hereunder in the event of a subsequent default); or

C. The Seller shall have the right, at his option, and upon written notice to the Buyer, to declare the entire unpaid balance hereunder at once due and payable, and may elect to treat this contract as a note and mortgage, and pass title to the Buyer subject thereto, and proceed immediately to foreclose the same in accordance with the laws of the State of Utah, and have the property sold and the proceeds applied to the payment of the balance owing, including costs and attorney's fees; and the Seller may have a judgment for any deficiency which may remain. In the case of foreclosure, the Seller hereunder, upon the filing of a complaint, shall be immediately entitled to the appointment of a receiver to take possession of said mortgaged property and collect the rents, issues and profits therefrom and apply the same to the payment of the obligation hereunder, or hold the same pursuant to order of the court; and the Seller, upon entry of judgment of foreclosure, shall be entitled to the possession of the said premises during the period of redemption.

11. It is agreed that time is the essence of this agreement.

12. In the event there are any liens or encumbrances against said premises other than those herein provided for or referred to, or in the event any liens or encumbrances other than herein provided for shall hereafter accrue against the same by acts or neglect of the Seller, then the Buyer may, at his option, pay and discharge the same and receive credit on the amount then remaining due hereunder in the amount of any such payment or payments and thereafter the payments herein provided to be made, may, at the option of the Buyer, be suspended until such time as such suspended payments shall equal any sums advanced as aforesaid.

13. The Seller on receiving the payments herein reserved to be paid at the

time and in the manner above mentioned agrees to execute and deliver to the Buyer or assigns, a good and sufficient warranty deed conveying the title to the above described premises free and clear of all encumbrances except as herein mentioned and except as may have accrued by or through the acts or neglect of the Buyer, and to furnish at his expense, an abstract brought to date, which has been done.

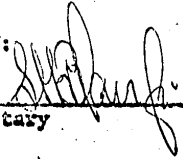
14. It is hereby expressly understood and agreed by the parties hereto that the Buyer accept the said property in its present condition and that there are no representations, covenants, or agreements between the parties hereto with reference to said property except as herein specifically set forth or attached hereto.

15. The Buyer and Seller each agree that should they default in any of the covenants or agreements contained herein, that the defaulting party shall pay all costs and expenses, including a reasonable attorney's fees, which may arise or accrue from enforcing this agreement, or in obtaining possession of the premises covered hereby, or in pursuing any remedy provided hereunder or by the statutes of the State of Utah whether such remedy is pursued by filing a suit or otherwise.

16. It is understood that the stipulation aforesaid, are to apply to and bind the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said parties to this agreement have hereunto signed their names as of the day and year first above written.

ATTEST:


Secretary

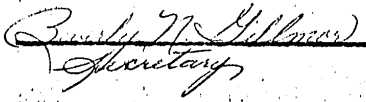
BLAIR ENTERPRISES

By 
President

President

SELLER

ATTEST:


Secretary

M-B SUPER TIRE MARKET, INC.

By 
President

President

BUYER

STATE OF UTAH) *Utah*
 : SS
COUNTY OF SALT LAKE) *Salt Lake*

On the 16th day of November, 1964, personally appeared before me S. H. Blair and S. H. BLAIR, Jr., who being by me duly sworn did say each for himself, that he, the said S. H. Blair, is the president, and he, the said S. H. Blair, Jr., is the secretary of BLAIR ENTERPRISES, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said S. H. Blair and S. H. Blair, Jr., each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Frank W. Deane
Notary Public
Residing at Salt Lake City, Utah

My Commission Expires: _____

STATE OF UTAH) *Utah*
 : SS
COUNTY OF SALT LAKE) *Salt Lake*

On the 16th day of November, 1964, personally appeared before me A. M. Billis and Beverly Gillmor, who being by me duly sworn did say, each for himself, that he, the said A. M. Billis is the president, and she, the said Beverly Gillmor, is the secretary of M-B SUPER TIRE MARKET, INC., and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said A. M. Billis and Beverly Gillmor each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Frank W. Deane
Notary Public
Residing at Salt Lake City, Utah

My Commission Expires: _____

G U A R A N T Y

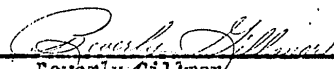
In consideration of the sum of \$1.00 and other valuable considerations paid by Blair Enterprises, to each of the undersigned, receipt of which is hereby acknowledged, they and each of them do hereby jointly and severally guarantee to Blair Enterprises, its successors or assigns, the full, prompt and faithful payment,

performance, and discharge by M-B Super Tire Market, Inc., of each of the provisions and conditions of the hereinbefore agreement or any other instrument given or executed in pursuance thereof.

The undersigned hereby jointly and severally waive all notice of default.

IN WITNESS WHEREOF, we have hereunto set our hands this ____ day of
November, 1964.


A. M. Billis


Beverly Gillmor

LEASE

THIS LEASE, between Blair Enterprises Inc.

herein called the "Landlord" and Seaboard Finance Company *WJC*, a

WJC Utah Corporation, herein called the "Tenant", dated as of May 1, 1968 It is Agreed as Follows:
(STATE OF INCORPORATION)

PREMISES

1. The Landlord leases to Tenant the premises located in the Blair Enterprises Inc. Building
the address of which is 447 South Main Street, Salt Lake City, Utah
including all improvements and appurtenances, and described as follows:
A 3070 Square Foot area, Approximately 50 X 65 Feet, located
in the South West Portion of the Blair Enterprises Building.

TERM

2. The term of this lease shall be for five (5) years,
commencing on May 1, 1968 and continuing through April 30, 1973

RENT

3. The Tenant shall pay rent of Four Hundred Thirty-Five Dollars (\$ 435.00)
per month, payable on or before the 3rd day of each month for the current calendar month. Rent for a part
of the month shall be prorated. Rent shall not commence until exclusive possession of the premises ready for occupancy
has been delivered to the Tenant. All payments are to be made to the order of:

Blair Enterprises Inc.

and mailed to such payee at 445 South Main Street, Salt Lake City, Utah (P.O. Box 162)
tenant will pay its proportionate share of any increase of general county
and state ^{or other} taxes, exclusive of special assessment, based upon the square
footage.

**OPTION TO
EXTEND**

WJC 4. The Tenant may, by notice sixty or more days before the end of the term, extend the term upon the same terms and
conditions provided in this lease through five additional years, and ~~at the same monthly rental~~
WJC at a negotiated monthly rental -

UTILITIES

5. The parties agree that each shall furnish and pay for utilities and services as indicated below:
Electricity Tenant Water Landlord Cooling Landlord
Gas Landlord Heating Landlord Janitor & Cleaning Service Tenant
In the event that the Landlord is obligated by the terms of this lease to furnish heating and/or cooling to the demised
premises, said heating and/or cooling, as the case may be, shall at all times when the premises are being used by the tenant

comply with and meet the standards and recommendations as contained in the black area set forth on Carrier Corporation's Comfort Guarantee (Form WE 26 • 12-57 • Copyright 1954).

CANCELLATION

6. If the term of this lease exceeds three years, the Tenant may cancel this lease by written notice to the Landlord sixty or more days prior to the date of cancellation, at any time during the third year by the payment of a sum equal to three months' rent, during the fourth year by the payment of a sum equal to two months' rent and during the fifth year by payment of one month's rent, in addition to rent due to the date of termination.

USE

7. The premises shall be used as a loan and/or sales finance office or any other business customarily engaged in by the Tenant or its affiliated companies. Tenant shall not use the premises for any purpose which would increase the cost of any insurance carried by the Landlord.

SIGNS

8. The Tenant may install such signs and window lettering as may reasonably be necessary to the Tenant's business provided they comply with all local ordinances and are reasonable in size and attractive in appearance. *and do not damage the building*

NOTICES

9. Notices to the Landlord shall be addressed to Blair Enterprises Inc. (P. O. Box 162) at 445 South Main Street. All notices to the Tenant shall be addressed to the Tenant at 447 South Main Street

TERMINATION

10. The Tenant, on the last day of the term, shall surrender the premises in as good condition as when the Tenant takes possession, except for ordinary wear and tear, repairs and replacements required to be made by the Landlord, loss by fire, or the elements, or loss by any cause beyond the Tenant's control.

ASSIGNMENT

11. The Tenant may assign this lease or sublet all or part of the premises provided the Landlord's consent in writing is first obtained. The Landlord agrees not to withhold its consent provided the assignee is financially responsible and will conduct a business not detrimental to the building or neighborhood. Provided, however, the Tenant shall have the absolute right to assign this lease or sublet all or any part of the premises to any other corporation which is an affiliate, subsidiary or parent of the Tenant without the consent, either written or oral, of the Landlord. The Tenant shall remain responsible for its obligations under this lease unless the Tenant receives a written release from the Landlord of any further responsibility.

LANDLORD'S REMEDIES

12. The Landlord may terminate this lease and take possession of the premises without waiving any rights which it may have at law, without further notice following either of these events: (a) That the Tenant fails to pay the rent due under this lease within fifteen days following written notice of default. (b) That the Tenant fails to commence the correction of any other violation of its covenants within fifteen days after written notice or, having commenced to correct the same, should fail to carry the same to conclusion with due diligence. (c) Upon the sale by the landlord of the premises herein leased.

REPAIRS

13. The Tenant shall make all ordinary repairs to the interior walls, floors and ceilings, and inside doors, except such repairs as are made necessary by fire, the elements or causes beyond the Tenant's control. The Landlord shall make all other repairs and replacements (except repairs to or replacement of improvements or equipment installed by the Tenant) necessary to maintain the premises in a safe, dry, tenable condition and in good repair, including but not limited to, repairs to and replacements of exterior walls, roof, subfloors, heating, plumbing, electrical and air conditioning equipment, if any, foundation or other structural portions either exterior or interior; plate glass piping and wiring, electrical panels, and replacement of worn-out heating, plumbing or air-conditioning equipment which cannot be restored to normal use by repair. The Tenant may make any repairs of an emergency nature to correct a dangerous situation on the premises without relieving the Landlord from any liability or waiving any of its rights. *Tenant shall be responsible for carrying its own insurance on its equipment and supplies, and plate glass.*

RESTORATION

14. If the premises are damaged by fire or the elements, or by any other cause, to the extent that the cost of repairs or restoration exceeds fifty percent of the value of the premises, either the Landlord or the Tenant may within thirty days after such damage, cancel this lease by written notice mailed to the other party at least thirty days prior to the effective date of such cancellation. If neither party terminates this lease, or if the cost of repairs or restoration does not exceed fifty percent of the value of the premises, the Landlord shall promptly repair or restore the premises as nearly as possible to the condition existing just prior to such damage. Provided, however, during said period of restoration the Lessee shall only pay a reasonable rental for such part of the premises as shall be fit for occupancy by the Lessee.

ENTRY

15. The Tenant agrees to permit the Landlord and its authorized agent to enter the premises at any time, on reasonable notice, for inspecting, making such repairs or additions as the Landlord may desire or be required to make, and showing the building to any prospective purchaser or tenant.

EXCLUSIVE

16. The Landlord agrees that no space in the building of which these premises are a part nor any part of any adjacent premises if owned or controlled by the Landlord shall be leased for the purpose of carrying on any loan or finance business. Provided, however, the provisions of this paragraph shall not apply to leases which are in existence prior to the date of this lease nor to renewals or extensions of said pre-existing leases when the Lessee, under the terms of said pre-existing lease, has an absolute right to make such extension or renewal, provided further that the landlord may lease to persons or corporations which are in the selling business and which carry their own paper as an incidental part of their business.

HOLDOVER

17. Any holding over after the expiration of this lease with the consent of the Landlord, shall be from month to month upon the terms and conditions of this lease, and at the same monthly rental. In the event that the Tenant shall be delayed

moving to other quarters because of circumstances over which it has no control, the Landlord will consent to the holding over by Tenant for not more than sixty additional days.

LAW REVISION

18. ~~In the event of a change in the Federal, State or Local laws or any regulations issued pursuant thereto under which the Tenant engages in business or of judicial interpretations of such laws or regulations which the Tenant determines would make it impracticable for the Tenant to continue its business within the State, the Tenant shall have the right to terminate this lease sixty days after written notice to the Landlord and the payment of three months' rent, in addition to the rent due to the date of termination.~~

QUIET ENJOYMENT

19. Tenant shall peaceably and quietly hold and enjoy the premises free from interference from noise or other disturbances from other tenants in the same building, ~~except automotive repair service.~~

ALTERATIONS BY TENANT

20. The Tenant may make improvements to the premises, provided that it makes them in a good workmanlike manner and the consent of the Landlord is obtained before any structural changes are made. The Tenant may install any electrical, heating, air conditioning, plumbing, telephonic and trade fixtures or equipment without the consent of the landlord; and said fixtures or equipment shall, under no circumstances whatsoever, be construed to be a part of the realty, regardless of the manner in which they may be affixed thereto. The Tenant shall have the right, but not the obligation, to remove any or all of the fixtures, equipment or improvements which the Tenant may have placed upon the premises, but the Tenant shall repair any damage caused by such removal.

ALTERATIONS BY LANDLORD

~~21. The Landlord agrees that before the commencement of the term of this lease to make the following improvements in accordance with specifications to be furnished by the Tenant:~~

22. The landlord shall not be responsible for Acts of God, force majeure or the acts of the tenant.

23. Landlord will furnish seven parking spaces, six of which shall be at the premises located at 643-645 East Fourth South, Salt Lake City, Utah, and one of which shall be in a parking area within one block of the leased premises. Landlord owns the premises at 643-645 East Fourth South and will reserve in the name of Seaboard Finance, day and night, exclusive of any other person's use, the six stalls.

24. All rent past due will be due and payable upon the execution of this lease.

SUCCESSION

This lease shall benefit and be binding upon the Landlord and the Tenant and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, this lease has been duly executed as of the first date above.

Landlord Blair Enterprises, Inc

Tenant SEABOARD FINANCE COMPANY

a Utah Corporation
(STATE OF INCORPORATION)

a UTAH Corporation
(STATE OF INCORPORATION)

[Signature]

By [Signature]
assistant secretary (TITLE)

Witnesses as to Landlord

Witnesses as to Tenant

Maile B. Jones

STATE OF CALIFORNIA)
)SS.
COUNTY OF LOS ANGELES)

On June 19, 1968, before me, the undersigned,
a Notary Public in and for said State, personally appeared _____

TENANT'S
ACKNOWLEDGE-
MENT

Michael J. Sullivan, known to me to be the Assistant
Secretary of Sealand Insurance Company,

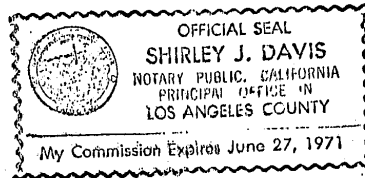
the Corporation that executed the within instrument, known to me to be the
person who executed the within instrument, on behalf of the Corporation herein
named, and acknowledged to me that such Corporation executed the within
instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Shirley J. Davis
Notary Public in and for said State

STATE OF _____)
)SS.
COUNTY OF _____)

LANDLORD'S
ACKNOWLEDGE-
MENT



L E A S E

BLAIR ENTERPRISES, a Utah corporation, of Salt Lake City, County of Salt Lake, State of Utah, the Lessor, hereby remises, releases and lets to L. H. STRONG MOTOR COMPANY, a limited partnership, of Salt Lake City, County of Salt Lake, State of Utah, the Lessee, its executors, administrators and assigns, all those premises situate, lying and being in the City of Salt Lake, County of Salt Lake, State of Utah, and particularly described as follows to-wit:

That part of the building located at ~~445-447~~ ⁴⁴⁵⁻⁴⁴⁷ South Main Street, Salt Lake City, Utah, which lies east of the West ~~sixty-three-and-one-half~~ ^{sixty-three-and-one-half} feet of the north ~~53~~ ⁵³ and one-half feet of the building, and which lies east of the west ~~sixty~~ ^{sixty} feet of the remainder of the building.

The building is situated on parts of Lots 3 and 4, Block 39, Plat "A", Salt Lake City Survey.

TO HAVE AND TO HOLD, the said premises, together with the appurtenances, unto the said Lessee, its executors, administrators and assigns, from the 15th day of February, 1970, for and during and until the 28th day of February, 1975, a term of five years and one-half month, together with an option to renew for an additional period of five years on terms agreeable to Lessor.

And the said Lessee covenants and agrees to pay to said Lessor, its heirs, executors, administrators and assigns as rental for said premises, the sum of \$57,475.00 payable \$475.00 on February 15, 1970, and the balance in sums of \$950.00 per month, monthly in advance, on the 1st day of each and every month during said term.

1. The Lessee further agrees to deliver up said premises to said Lessor at the expiration of said term in as good order and condition and cleanliness as when the same were entered upon by said Lessee, reasonable use and wear thereof and damage by the elements excepted, and that neither Lessee nor its legal representatives will let or underlet said premises, or any part thereof without the consent of said Lessor first had and obtained; which consent Lessor hereby agrees shall not be unreasonably withheld. Lessee agrees that if any sub-lease requires an increase in insurance rates, Lessee will pay the amount of the increase. Lessor shall furnish Lessee a statement of the amount of such increase which Lessee agrees to pay at the next succeeding rental date. It is agreed that the Lessee may install equipment and tools on the leased premises, provided that at the termination of this lease for any reason Lessee will remove the equipment and tools and restore the premises

to its original condition:

2. It is agreed that during the life and existence of this lease that the Lessee will be responsible for and will pay for and maintain the following specific items: The interior walls, interior decoration, the plumbing, the electrical equipment, light globes and tubes, glass breakage, trash removal, including Lessor's trash, janitorial service, power, water, sewer, telephone and personal property taxes, to pay that part of the heating expenses of the building which is determined by multiplying the monthly heat bill by a fraction the numerator of which is the area occupied by the Lessee and the denominator of which is the total area of the building, and to keep the premises clean, neat and orderly at all times.

3. It is agreed that the Lessor shall be responsible for and maintain and pay for during the life and existence of this lease the following items: The roof, the exterior walls, structural repairs, and fire, comprehensive and extended coverage insurance upon the building and the real property taxes. It is agreed that the Lessee will not be responsible for any damage to the premises or to the buildings and improvements thereon caused by fire, flood or other unavoidable casualties. Lessor agrees that if the buildings or premises are damaged by fire, flood, or other unavoidable casualties, except earthquake, that they will be immediately repaired by Lessor or its insurance carrier and that such repairs will be diligently pursued and completed as quickly as reasonably possible. If the building or premises are rendered untenable by more than fifty percent (50%) of area by value, the Lessee may, at its option, cancel this lease.

4. The personal property of of the Lessee which Lessee will store and/or locate upon the premises of the Lessor shall be so located and stored at the sole risk of the Lessee, and any loss thereof occasioned by any reason whatsoever, except the intentional act of the Lessor, shall be at the risk and the loss of the Lessee.

5. The Lessee agrees to carry public liability insurance with the Lessor endorsed thereon as an additional insured with the limits of not less than \$50,000.00 per person, \$200,000.00 per accident and \$25,000.00 property damage.

6. The Lessee further covenants and agrees that if said rent above reserved or any part thereof shall be unpaid for ten days (10) after the same shall become due; or if default be made in any of the covenants herein contained to be kept by said Lessee, or if said Lessee shall vacate such premises, it shall and may be lawful for said Lessor, its legal representatives or assigns, without notice or legal process to re-enter and take possession of said premises and every and any part thereof and re-let the same and apply the net proceeds so received upon the amount due under this lease.

7. Lessor further grants Lessee the right to use the right-of-way to the east of the leased premises and adjacent to Church Street for ingress and egress to the premises, including the right of transport trucks to use said right-of-way and to unload new cars, provided that Lessee does not so block the street and right-of-way that it cannot be used by Streators.

8. Lessor reserves the right to sell the leased premises at any time during the term of this lease and upon the date of such sale this lease shall automatically terminate and become null and void and both parties hereto shall be relieved of any liabilities or obligations accruing by the terms hereof after the date of such sale.

WJ

Lessee agrees to give Lessee sixty days notice at such sale. MRS.

9. It is agreed that if either party hereto shall be required to retain the services of an attorney to enforce the terms hereof, then the party found to be in default hereunder shall pay all costs and attorney's fees that shall arise from enforcing the covenants of this lease.

10. It is hereby expressly covenanted by the Lessee that the rent and charges above reserved shall be a first lien upon the furniture, fixtures, and personal property of said Lessee and the said furniture, fixtures, and personal property shall not be removed from said premises until said rent and charges are fully paid.

WITNESS the hands and seals of said Lessor and said Lessee at Salt Lake City, Utah, this 26th day of January, 1970, and to take effect February 15, 1970.

BLAIR ENTERPRISES

By *[Signature]*
LESSOR

L. H. STRONG MOTOR CO.

By *[Signature]*
General partner
LESSEE

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LEASE

THIS LEASE AND AGREEMENT made and entered into this the 10th day of Oct., 1970, by and between BLAIR ENTERPRISES, INC., a Utah corporation, hereinafter referred to as Lessor and AAA Lents & Company Co., a Utah Corporation, hereinafter referred to as Lessee;

WITNESSETH;

That the Lessor, in consideration of the rents hereinafter reserved and of the agreements, conditions, covenants and terms hereinafter stated, hereby demisses and leases to the Lessee, and the Lessee, hereby leases from the Lessor, the following described property:

Commencing at SW Cornor Lot 7, Block 39, Plat "A" Salt Lake City Survey, N 45.1 Ft.; E 154 ft.; S 5.6 ft.; E 10 ft.; S 39.5 ft.; W 164 ft.; to beginning. Brick and steel building otherwise known as 445 Church Street. With right of way over East side of land running North to Fourth South Street.

TO HAVE AND TO HOLD said demised premises for a period of three years, and two thirds Months, commencing from the tenth day of October, 1970 to the 30th day of November 1973, at a rental of FIFTEEN THOUSAND FIVE HUNDRED EIGHTY THREE AND THIRTY FOUR CENTS (\$15,583.34) payable as follows; SEVEN HUNDRED EIGHT DOLLARS AND THIRTY FOUR CENTS, UPON THE EXECUTION OF THIS AGREEMENT, WHICH COVERS THE FIRST TWO THIRDS OF THE MONTH AND THE LAST MONTHS RENT IN ADVANCE, AND THE BALANCE OF SAID RENT SHALL BE PAID AT THE RATE OF FOUR HUNDRED TWENTY FIVE DOLLARS AND NO CENTS (\$425.00) PER MONTH, PAYABLE ON OR BEFORE THE FIRST OF EACH MONTH. First payment to be made on or before November 1st, 1970, said payment to be paid to the Lessor at its office at 445 South Main Salt Lake City.

The parties hereto, for and in consideration of the foregoing and the mutual covenants, terms and conditions herein specified, further agree as follows:

1. It is agreed that during the life and existence of this lease that the Lessee will be responsible for and will pay for and maintain the following specific items; The interior walls, the plumbing, the electrical equipment, light globes and tubes, glass breakage, trash removal, electrical power, water, sewer, telephone, and any increase in the real property taxes over the base year, said base year to be 1970.

Lessee further agrees to pay that part of the heating expense of the buildings which is determined by multiplying the monthly heat bill by a fraction the numerator of which is the area occupied by the Lessee and the denominator of which is the total area of the buildings. Lessee further agrees to keep the building neat and clean at all times

2. The Lessor agrees that it shall be responsible for and maintain the following specific items: The roof, the exterior walls, structural repairs, and fire, comprehensive and extended coverage insurance upon the building. Lessor further agrees to pay the real property taxes up to the amount of the base year, which is 1970, Lessee agrees to pay any increase over this amount. Lessor agrees that if the buildings or premises are damaged by fire, flood, or other unavoidable casualties, except earthquake, that they will be immediately repaired by Lessor or its insurance carrier and that such repairs will be diligently pursued and completed as quickly as reasonably possible. If the building or premises are rendered untenable by more than fifty percent (50%) of the area by value, the Lessee may, at its option, cancel this lease.

3. Lessee agrees that it will not let, sublet, sell, assign, or transfer this lease without the written consent of the Lessor. The Lessor agrees not unreasonable withhold consent.

4. Lessee agrees to comply with any and all laws, ordinances, and regulations of any governmental authority or agency which would be concerned with lessee's leasehold interest in the premises.

5. At the expiration of this lease, the Lessee agrees to deliver and return said demised premises to the Lessors in as good order and condition as when the same were entered upon by the Lessee, reasonable use and wear thereof and damage by the the elements excepted. It is further agreed that any improvements or fixtures of a permanent nature are to be considered as part of the real property and shall be left thereon at the termination of this lease. At the option of the Lessor, the Lessee agrees to restore said premises to its former condition when any alterations or fixtures have been made without the consent of the Lessor first had and obtained in writing.

6. It is agreed that the Lessee may install equipment and tools on the leased premises, provided that at the termination of this lease for any reason Lessee will remove the equipment and tools and restore the premises to its original condition.

7. The personal property of the Lessee which Lessee will store:

and/or locate upon the premises of the Lessor shall be so located and stored at the sole risk of the Lessee, and any loss thereof occasioned by any reason whatsoever, except the intentional act of the Lessor, shall be at the risk and the loss of the Lessee.

8. The Lessee agrees to carry public liability insurance with the Lessor endorsed thereon as an additional insured with the limits of not less than \$50,000.00 per person, \$200,000.00 per accident and \$25,000.00 property damage.

9. The Lessee further covenants and agrees that if said rent above reserved or any part thereof shall be unpaid for ten days (10) after the same shall become due; or if default be made to any of the covenants herein contained to be kept by said Lessee, its legal representatives or assigns, or if said Lessee shall vacate such premises, it shall and may be lawful for said Lessor, its legal representatives or assigns, without notice or legal process to re-enter and take possession of said premises and every and any part thereof and re-let the same and apply the net proceeds so received upon the amount due under this lease.

10. The rent and charges above reserved shall be a first lien on the fixtures, furniture and personal property of said Lessee, and said furniture, fixtures and personal property shall not be removed from the said premises until said rent and charges are fully paid.

11. The parties hereto agree to reimburse and discharge all costs, attorney's fees and expenses which may arise from enforcing the covenants of this lease against either party which may be in default hereunder.

12. The Lessee agrees to indemnify and hold harmless the Lessor from, and on account of, any and all loss, damage, claim of damage, liability, or expenses from and against any and all damage or liability arising from any injury or claim of injury of any nature whatsoever in to either persons or property upon said demised premises arising out of or resulting from the operations of the Lessee.

13. Lessors or their designated agents shall at all reasonable times during the term of this lease have the right of free access to all portions of the demised premises for the purpose of inspection.

~~14. Lessor reserves the right to sell the leased premises at any time during the terms of this lease and upon the date of such sale this lease shall automatically terminate and become null and void and~~

~~both parties hereto shall be relieved of any liabilities or obligations~~
~~accruing by the terms hereof after the date of such sale.~~ *OK, S.M.G.* *otak*

15. This agreement shall be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the Lessor and the Lessee have set their hands and seals at Salt Lake City this the 10th day of October 1970

BLAIR ENTERPRISES

By

[Signature]
Lessor

A. A. A. TENT AND AWNING CO.

By

[Signature]
Lessee

WAYNE OWENS

May 2, 1972

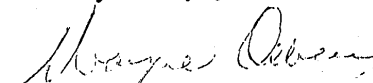
Mr. S. H. Blair, Jr.
455 So. Main
Salt Lake City, Utah

Dear Mr. Blair:

In return for your approval as lessor to my sub-leasing of the premises at 447 So. Main from Avco Corp., I give my personal guarantee that the premises will be returned at the end of the lease in as good condition as when we assume the lease, ordinary wear and tear excepted. I will assume personal responsibility for any damages we may incur.

I appreciate your willingness to approve this sub-lease, and I assure you that we will be very careful in caring for the offices.

Very truly yours,


Wayne Owens

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Blair Enterprises
Formerly BLAIR MOTOR COMPANY SINCE 1911
INVESTORS IN BUSINESS ACTIVITIES

P. O. BOX 162 • SALT LAKE CITY, UTAH / PHONE 363-4565

May 4, 1972

Avco Financial Services
240 East 4th, South
Salt Lake City, Utah

Attention Mr. Jim Burke,

In response to your request, I am hereby giving our consent to your sub-leasing the office space at 447 South Main, Salt Lake City, Utah to Mr. Wayne Owens, to be used as his campaign headquarters, for his bid to the U. S. Congress.

This consent is given with the complete understanding that Avco Financial Services is still the Lessee of record, and that all the terms, covenants, and conditions of the current lease is still in effect, and Avco Financial Services is liable for the fulfillment of said terms, covenants, and conditions same as if they were still occupying the premises.

We appreciate working with you and will do all that we can to cooperate with you to the completion of your lease.

Yours Truly,

S. H. Blair Jr.

SHB:ma

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LEASE AND AGREEMENT

THIS LEASE AND AGREEMENT made and entered into this the 28th. day of March, 1972, by and between BLAIR ENTERPRISES, INC., a Utah corporation, hereinafter referred to as Lessor and CAPITOL FURNITURE CO., a Utah corporation, hereinafter referred to as Lessee.

WITNESSETH:

That the Lessor, in consideration of the rents hereinafter reserved and of the agreements, conditions, covenants and terms hereinafter stated, hereby demises and leases to the Lessee, and the Lessee, hereby leases from the Lessor, the following described property;

That Northwest portion of the Blair Enterprises building located at 445 South Main Street, Salt Lake City, Utah, that contains approximately 6,600 Sq. Ft. Including the driveway and the upstairs office and rest rooms, except that office now occupied by Blair Enterprises, and one parking stall.

TO HAVE AND TO HOLD said demised premises for a period of three years, commencing from the 1st day of April, 1972 and ending on the 31st. day of March 1975. At a rental cost of Seven Hundred Dollars (\$700.00) per Month payable on the first day of each and every Month during the life of this lease. Payments to be made to the Lessor at its office at 445 South Main

THE PARTIES HERETO, for and in consideration of the foregoing and the mutual covenants, terms and conditions herein specified, further agree as follows;

1. It is agreed that during the life and existence of this lease that the Lessee will be responsible for and will pay for and maintain the following specific items; The interior walls, floors and ceilings, the plumbing, the electrical equipment, light globes and tubes, glass breakage, trash removal, snow removal, electric power, sewer, telephone, and thier portion of the heating bill which is 20 2/3 % of the total heat bill each Month, Lessee further agrees to keep the building neat and clean at all times.

2. The Lessor agrees that it shall be responsible for and maintain the following specific items; The roof, the exterior walls, structural

repairs, and fire, comprehensive and extended coverage insurance upon the building. Lessor further agrees to pay the real property taxes up to the amount of the base year, which is 1974. Lessee agrees to pay any increase over the base period amount. Lessee's portion of real property taxes is 20 2/3 % of total tax on building. Lessor agrees that if the building or premises are damaged by fire, flood, or other unavoidable casualties, except earthquake, that they will be immediately repaired by Lessor or its insurance carrier and that such repairs will be diligently pursued and completed as quickly as reasonably possible. If the building or premises are rendered untenable by more than fifty per cent (50%) of the area by value, the Lessee may, at its option cancel this lease.

3. Lessee agrees that it will not let, sublet, sell, assign, or transfer this lease, without the written consent of the Lessor. The Lessor agrees not to unreasonably withhold consent.

4. Lessee agrees to comply with any and all laws, ordinances, and regulations of any governmental authority or agency which would be concerned with leasee's leasehold interest in the premises.

5. At the expiration of this lease, the Lessee agrees to deliver and return said premises to the Lessor in as good order and condition as when the same were entered upon by the Lessee, reasonable use and wear thereof and damage by the elements excepted. It is further agreed that any improvements or fixtures of a permanent nature are to be considered as part of the real property and shall be left thereon at the termination of this lease. At the option of the Lessor, the Lessee agrees to restore said premises to its former condition when any alterations or fixtures have been made without the consent of the Lessor first had and obtained in writing.

6. The personal property of the Lessee which Lessee will store and or locate upon the premises of the Lessor shall be so located and stored at the sole risk of the Lessee, and any loss thereof occasioned by any reason whatsoever, except the intentional act of the Lessor, shall be at the risk and the loss of the Lessee.

7. The Lessee further covenants and agrees that if said rent above reserved or any part thereof shall be unpaid for ten days (10) after the same shall become due, or if default be made to any of the covenants herein contained to be kept by said Lessee, its legal representatives or assigns, or if said Lessee shall vacate such premises, it shall and may be lawful for said Lessor, its legal representatives or assigns, without notice or legal process to re-enter and take possession of said premises and every and any

part thereof and re-let the same and apply the net proceeds so received upon the amount due under this lease.

8. The rent and charges above reserved shall be a first lien on the fixtures, furniture and personal property of said Lessee, and said furniture, fixtures and personal property shall and will not be removed from the said premises until said rent and charges are fully paid.

9. The parties hereto agree to reimburse and discharge all costs, attorney's fees and expenses which may arise from enforcing the covenants of this lease against either party which may be in default hereunder.

10. The Lessee agrees to indemnify and hold harmless the Lessor from, and on account of, any and all loss, damage, claim of damage, liability, or expenses from and against any and all damage or liability arising from any injury or claim of injury of any nature whatsoever in or to either persons or property upon said demised premises arising out of or resulting from the operations of the Lessee.

11. Lessors or their designated agents shall at all reasonable times during the term of this lease have the right of free access to all portions of the demised premises for the purpose of inspection.

12. Lessor reserves the right to sell the leased premises at any time during the terms of this lease and upon the date of such sale this lease shall automatically terminate and become null and void and both parties hereto shall be relieved of any liabilities or obligations accruing by the terms hereof after the date of such sale.

13. This agreement shall be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the Lessor and the Lessee have set their hands and seals at Salt Lake City, Utah this the 29th. day of ^{March} 1972.

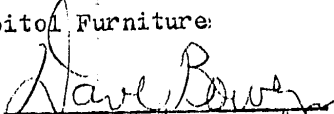
BLAIR ENTERPRISES.

by


Lessor

Capitol Furniture

by


Capitol Furniture

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