2101 E. Terra Linda Dr. Sett Lake City, UT 84124

ASSIGNMENT AND ASSUMPTION OF LEASE

For and in consideration of the assumption of the lease as set forth herein, Ken's Inc., Assignor, hereby assigns and conveys to K & B Corp., a Utah corporation, Assignee, all of its right, title and interest in and under that certain lease, dated April 1, 1987, of the real property and building on which the Highland Big "O" Tire Store is located at 3120 Highland Drive, Salt Lake City, Utah. A copy of said lease is attached hereto as Exhibit "A" and incorporated herein by reference. The legal description for the property is more fully described as follows:

> BEGINNING AT A POINT South 246.62 feat and North 88 degrees 30 minutes East 94.03 feet and South 32 feet and South 86 degrees 21 minutes East 50 feet from the Northwest Corner of the Southwest Quarter of Section 28, Township 1 South, Range 1 East, Salt Lake Meridian; And running thence South 86 degrees 21 minutes East 154.82 feet to the center line of Highland Drive; thence South 15 degrees 18 minutes East 183.95 feet; thence North 87 degrees 15 minutes West 202.54 feet; thence North 177 feet to the point of beginning. Less street and right of way, 0.44 acre excepting therefrom, the West nine (9) inches as described in the certain Quit Claim Deed recorded in Book 1601 at Page 35 of Official Records.

DATED this day of lune

ASSIGNOR:

KEN'S INC.

COURTESY RECORDING

This discoment is being recorded solely as a courtesy the an accommodation to the parties named therein.

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PresidenoPLICATE

PLICATE RECEIPT*
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23 JULY 90 04:48 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH ASSOCIATED TITLE REC BY: KARMA BLANCHARD , DEPUTY

STATE OF UTAH COUNTY OF SALT LAKE)

On the 26 day of June _, 1990, personally appeared before me Kenneth N. Gubler, the signer of the foregoing

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instrument, who duly acknowledged same My Commission Expires:	NOTARY PUBLIC Residing at: 540 Mt
ASSUMPTION	OF LEASE
K & B Corp., a Utah corporati foregoing assignment of lease and by, and to perform all of the term such lease, to be done, kept and p the original lessee.	agrees to assume, to be bound as, covenants and conditions of
	ASSIGNEE:
	K & B CORP., a Utah corporation
	Ry: President
STATE OF UTAH COUNTY OF SALT LAKE On the 26 day of The appeared before me Scott Kicking Corp., the signer of the foregoing acknowledged to me that he execute My Commission Expires:	r , President of K & B instrument, who duly
(To The 11' w')	

CONSENT TO ASSIGNMENT AND ASSUMPTION OF LEASE

Arthur W. Bench, Trustee of the Arthur W. Bench Family Trust, being the lessor of the premises commonly known as 3120 Highland Drive, Salt Lake City, Utah, under a lease by and between it and Kenneth Gubler, and assumed by Ken's Inc., does hereby approve and consent to the foregoing Assignment And Assumption Of Lease and agrees to look solely to the Assignee for the performance of the terms, covenants and conditions of the lease to be done, kept and performed by the lessee of such lease and releases Kenneth Gubler and Ken's Inc. from any liability therefore. The undersigned further acknowledges that said lease is in good standing, that all lease payments have been made through July 5, 1990, and that there are no defaults under the terms of said lease. The undersigned further consents to K & B Corp. pledging the above mentioned lease as security to Ken's Inc. to guarantee certain obligations due Ken's Inc. by K & B Corp. The undersigned further agrees to notify Ken's Inc. in the event K & B Corp. is more than twenty (20) days past due on any payment due under the terms of said lease, or in the event K & B Corp. fails to perform any of the terms, covenants or conditions of said lease. The undersigned further agrees to give Ken's Inc. a copy of any written notice of default sent to any Lessee and to give Ken's Inc. the opportunity to cure any default following any foreclosure by Ken's Inc. of its security interest in said lease.

DATED this 27 day of Ounce, 1990.

ARTHUR W. BENCH FAMILY TRUST

By: Wir Bench

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

On the 11 day of JONE, 1990, personally appeared before me Arthur W. Bench, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

My Commission Expires:

Residing at: AT LAKE

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