

THIS INSTRUMENT PREPARED BY:

Tonya W. Scharf, Esq.
Waller Lansden Dortch & Davis, LLP
511 Union Street, Suite 2700
Nashville, Tennessee 37219

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Page 1 of 6

Mary Ann Trussell, Summit County Utah Recorder
09/12/2013 10:32:14 AM Fee \$21.00

By Jones Waldo
Electronically Recorded

**MEMORANDUM OF
ASSIGNMENT, ASSUMPTION AND AMENDMENT OF LEASE**

THIS MEMORANDUM OF ASSIGNMENT, ASSUMPTION AND AMENDMENT OF LEASE (this "Memorandum") is entered into this 1st day of ~~August~~ August, 2013 (the "Effective Date"), by and between SNOW MOUNTAIN, L.C., a Utah limited liability company ("Landlord"), OAKLEY SCHOOL, LLC, a Delaware limited liability company ("Assignor") and INNERCHANGE OAKLEY, LLC, a Utah limited liability company ("Assignee"), under the following circumstances:

A. Landlord and Assignor, as tenant, entered into that certain Lease Agreement dated November 19, 2004 (the "Lease"), a Memorandum of which is recorded in Book 1662, page 1831, Recorder's Office for Summit County, Utah, for that certain property known as 251 West Weber Canyon Road, Oakley, Utah, as further described in Exhibit A attached hereto (the "Premises"); and

B. Assignor desires to assign to Assignee all of Assignor's right, title and interest as tenant under the Lease, and Assignee is willing to assume all of Assignor's obligations as tenant under the Lease arising after the Effective Date. Further, Assignee and Landlord desire to alter, amend or modify certain provisions of the Lease as of the Effective Date. In furtherance of the foregoing, Landlord, Assignor and Assignee have entered into that certain Assignment, Assumption and Amendment of Lease of even date herewith (the "Assignment").

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

I. The terms and provisions of the Assignment are incorporated into this Memorandum by this reference as though fully set forth herein.

2. Term. The initial term of the Lease commenced on November 19, 2004 and will expire on December 31, 2020.

3. Tenant. The right, title and interest of Assignor as tenant in the Lease has been transferred to Assignee as of the Effective Date as further set forth in the Assignment. The obligations of Assignor as tenant under the Lease have been assumed by Assignee as of the Effective Date as further set forth in the Assignment.

4. Right of First Refusal. During the five (5) year term commencing as of the Effective Date and expiring on July 31, 2018, Assignee has been granted a right of first refusal with respect to the purchase of the Leased Premises as such right is more particularly set forth in the Assignment.

5. No Modification. This Memorandum has been executed for purposes of notice and recordation only and shall not modify the terms and provisions of the Assignment in any manner.

6. Counterparts. This Memorandum may be executed in multiple counterparts, and by each party on separate counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

[Signature pages follow]

IN WITNESS WHEREOF, Landlord, Assignor and Assignee have executed this Memorandum as of the day hereinabove written.

LANDLORD:

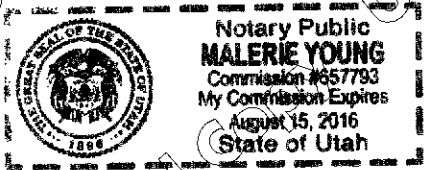
SNOW MOUNTAIN, L.C.

By: [Signature]
Name: Lance A. Broadbent
Title: Manager

State of Utah
County of Salt Lake

On this 1st day of August, 2013, personally appeared before me Lance A. Broadbent, who being by me duly sworn (or affirmed), did say that he/she is the Manager of Snow Mountain, L.C., and that said instrument was signed in behalf of said limited liability company by authority of its bylaws and said [Signature], acknowledged to me that said limited liability company executed the same.

[Signature: Malorie Young]
Notary Public



My Commission Expires: 8/15/16

ASSIGNOR:

OAKLEY SCHOOL, LLC

By: [Signature]
Name: LeAnne M. Stewart
Title: CFO

State of California
County of Santa Clara

On this 31 day of July, 2013, personally appeared before me LeAnne M. Stewart who being by me duly sworn (or affirmed), did say that he/she is the CFO of Oakley School, LLC, and that said instrument was signed in behalf of said limited liability company by authority of its bylaws and said person acknowledged to me that said limited liability company executed the same.

[Signature]
Notary Public

My Commission Expires: November 12, 2016



EXHIBIT A

The land referred to in this Commitment is located in Summit County, UT and is described as:

PARCEL 1:

BEGINNING AT A POINT WHICH IS SOUTH 1800.67 FEET AND WEST 950.24 FEET FROM THE NORTHEAST CORNER OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN (SAID POINT BEING ON THE SOUTHERLY LINE OF WEBER CANYON ROAD AND AN EXISTING FENCE CORNER) ALL COURSES ARE ALONG AN OLD EXISTING FENCE LINE AND RUNNING THENCE SOUTH 01 DEGREES 39 MINUTES 12 SECONDS WEST 1582.46 FEET, THENCE SOUTH 00 DEGREES 12 MINUTES 27 SECONDS WEST 67.85 FEET, THENCE SOUTH 01 DEGREES 36 MINUTES 10 SECONDS WEST 485.60 FEET, THENCE SOUTH 88 DEGREES 22 MINUTES 42 SECONDS WEST 359.66 FEET, THENCE NORTH 00 DEGREES 21 MINUTES 21 SECONDS EAST 347.07 FEET, THENCE NORTH 01 DEGREES 14 MINUTES 10 SECONDS EAST 1579.79 FEET, THENCE NORTH 06 DEGREES 52 MINUTES 28 SECONDS EAST 90.57 FEET, TO THE SOUTHERLY LINE OF WEBER CANYON ROAD, THENCE NORTH 70 DEGREES 12 MINUTES 37 SECONDS EAST 103.33 FEET ALONG SAID LINE, THENCE NORTH 71 DEGREES 08 MINUTES 10 SECONDS EAST 290.28 FEET ALONG SAID LINE TO THE POINT OF BEGINNING.

PARCEL 2:

BEGINNING AT A POINT WHICH IS SOUTH 1800.67 FEET AND WEST 950.24 FEET FROM THE NORTHEAST CORNER OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN TO THE SOUTHERLY LINE OF WEBER CANYON ROAD; AND THENCE SOUTH 71° 08'10" WEST 290.28 FEET AND SOUTH 70°12'37" WEST 103.33 FEET ALONG SAID SOUTHERLY LINE FROM THE NORTHEAST CORNER OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN (SAID POINT BEING ON THE SOUTHERLY LINE OF WEBER CANYON ROAD AND AN EXISTING FENCE CORNER); THENCE SOUTH 06°52'28" WEST 90.57 FEET, AND SOUTH 01°14'10" WEST 1552.25 FEET ALONG AN EXISTING FENCE; THENCE SOUTH 65°01'55" WEST 219.34 FEET; THENCE NORTH 01°14'10" EAST 1643.13 FEET TO THE SOUTHERLY LINE OF WEBER CANYON ROAD AND ON EXISTING FENCE; THENCE NORTH 66°11'40" EAST 227.04 FEET ALONG SAID SOUTHERLY LINE OF WEBER CANYON ROAD AND ON EXISTING FENCE TO THE POINT OF BEGINNING.

PARCEL NO.'S: OT-35 & OT-69-D