

**RECORDATION REQUESTED BY:**

American Investment Financial  
Business Loan Center  
535 East South Temple  
Salt Lake City, UT 84102

**WHEN RECORDED MAIL TO:**

American Investment Financial  
Business Loan Center  
535 East South Temple  
Salt Lake City, UT 84102

**SEND TAX NOTICES TO:**

Boyer 7800 South Associates  
127 South 500 East, Suite 100  
Salt Lake City, Utah 84102

7298954  
03/24/99 11:57 AM 22-00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
AMERICAN INVESTMENT FINANCIAL  
7575 S 900 E  
MIDVALE UT 84047  
REC BY: V VEGA DEPUTY - WI

7298954

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**ASSIGNMENT OF LEASE WITH RIGHT OF REASSIGNMENT**

THIS ASSIGNMENT OF LEASE WITH RIGHT OF REASSIGNMENT is entered into among DANNA, Inc. dba Zuka Juice Brighton ("Borrower"), whose address is 3416 East Bengal Blvd., Salt Lake City, UT 84121; American Investment Financial, a Utah Industrial Loan Corporation ("Lender"), whose address is 7575 South 900 East, Midvale, UT 84047; and Boyer 7800 South Associates ("Landlord"), whose address is 127 South 500 East, Suite 100, Salt Lake City, Utah 84102. Borrower and Lender have entered into, or are about to enter into, an agreement whereby Lender has acquired or will acquire a security interest or other interest in the Collateral. Some or all of the Collateral may be affixed or otherwise become located on the Premises. To induce Lender to extend the Loan to Borrower against such security interest in the Collateral and for other valuable consideration, Landlord hereby agrees with Lender and Borrower as follows.

**DEFINITIONS.** The following words shall have the following meanings when used in this Agreement. Terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

**Agreement.** The word "Agreement" means this Assignment of Lease with Right of Reassignment, as this Assignment of Lease with Right of Reassignment may be amended or modified from time to time, together with all exhibits and schedules attached to this Assignment of Lease with Right of Reassignment from time to time.

**Borrower.** The word "Borrower" means DANNA, Inc. dba Zuka Juice Brighton.

**Collateral.** The word "Collateral" means certain of Borrower's personal property in which Lender has acquired or will acquire a security interest, including without limitation the following specific property:

All Inventory, Accounts, Equipment, General Intangibles and Fixtures, including but not limited to See Exhibit "B"

**Landlord.** The word "Landlord" means Boyer 7800 South Associates. The term "Landlord" is used for convenience purposes only. Landlord's interest in the Premises may be that of a fee owner, lessor, sublessor or lienholder, or that of any other holder of an interest in the Premises which may be, or may become, prior to the interest of Lender.

**Lease.** The word "Lease" means that certain lease of the Premises, dated March 25, 1997, between Landlord and Borrower.

**Lender.** The word "Lender" means American Investment Financial, a Utah Industrial Loan Corporation, its successors and assigns.

**Loan.** The word "Loan" means the loan, or any other financial accommodations, Lender has made or is making to Borrower.

**Premises.** The word "Premises" means the real property located in Salt Lake County, State of Utah, commonly known as 3416 East Bengal Blvd., Salt Lake City, UT 84121, and legally described as:

See Attached Schedule "A".

**BORROWER'S ASSIGNMENT OF LEASE.** Borrower hereby assigns to Lender all of Borrower's rights in the Lease, as partial security for the Loan. The parties intend that this assignment will be a present transfer to Lender of all of Borrower's rights under the Lease, subject to Borrower's rights to use the Premises and enjoy the benefits of the Lease while not in default on the Loan or Lease. Upon full performance by Borrower under the Loan, this assignment shall be ended, without the necessity of any further action by any of the parties. This assignment includes all renewals of and amendments to the Lease or the Loan, until the Loan is paid in full. No amendments may be made to the Lease without Lender's prior written consent, which shall not be unreasonably withheld or delayed.

**CONSENT OF LANDLORD.** Landlord consents to the above assignment. If Borrower defaults under the Loan or the Lease, Lender may reassign the Lease, and Landlord agrees that Landlord's consent to any such reassignment will ~~not be unreasonably withheld or delayed~~. So long as Lender has not entered the Premises for the purpose of operating a business, Lender will have no liability under the Lease, including without limitation liability for rent. Whether or not Lender enters into possession of the Premises for any purpose, Borrower will remain fully liable for all obligations of Borrower as lessee under the Lease. While Lender is in possession of the Premises, Lender will cause all payments due under the Lease and attributable to that period of time to be made to Landlord. If Lender later reassigns the Lease or vacates the Premises, Lender will have no further obligation to Landlord.

**LEASE DEFAULTS.** Both Borrower and Landlord agree and represent to Lender that, to the best of their knowledge, there is no breach or offset existing under the Lease or under any other agreement between Borrower and Landlord. Landlord agrees not to terminate the Lease, despite any default by Borrower, without giving Lender written notice of the default and an opportunity to cure the default within a period of sixty (60) days from the receipt of the notice. If the default is one that cannot reasonably be cured by Lender (such as insolvency, bankruptcy, or other judicial proceedings against Borrower), then Landlord will not terminate the Lease so long as Landlord receives all sums due under the Lease for the period during which Lender is in possession of the Premises, or so long as Lender reassigns the Lease to a new lessee reasonably satisfactory to Landlord.

**DISCLAIMER OF INTEREST.** Landlord hereby consents to Lender's security interest (or other interest) in the Collateral and disclaims all interests, liens and claims which Landlord now has or may hereafter acquire in the Collateral. Landlord agrees that any lien or claim it may now have or may hereafter have in the Collateral will be subject at all times to Lender's security interest (or other present or future interest) in the Collateral and will be subject to the rights granted by Landlord to Lender in this Agreement.

**ENTRY ONTO PREMISES.** Landlord and Borrower grant to Lender the right to enter upon the Premises for the purpose of removing the Collateral from the Premises or conducting sales of the Collateral on the Premises. The rights granted to Lender in this Agreement will continue until a reasonable time after Lender receives notice in writing from Landlord that Borrower no longer is in lawful possession of the Premises. If Lender enters onto the Premises and removes the Collateral, Lender agrees with Landlord not to remove any Collateral in such a way that the Premises are damaged, without either repairing any such damage or reimbursing Landlord for the cost of repair.

**ASSIGNMENT OF LICENSE AGREEMENT.** This agreement shall include that certain License Agreement dated January 31, 1998, and that certain Lease Assignment Agreement dated November 1998.

**MISCELLANEOUS PROVISIONS.** This Agreement shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Agreement. The covenants of Borrower and Landlord respecting subordination of the claim or claims of Landlord in favor of Lender shall extend to, include, and be enforceable by any transferee or endorsee to whom Lender may transfer any claim or claims to which this Agreement shall apply. Lender need not accept this Agreement in writing or otherwise to make it effective. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. If Landlord is other than an individual, any agent or other person executing this Agreement on behalf of Landlord represents and warrants to Lender that he or she has full power and authority to execute this Agreement on Landlord's behalf. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is in writing and signed by Lender. Without notice to Landlord and without affecting the validity of this Consent, Lender may do or not do anything it deems appropriate or necessary with respect to the Loan, any obligors on the Loan, or any Collateral for the Loan; including without limitation extending, renewing, rearranging, or accelerating any of the Loan indebtedness. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not constitute a waiver of or prejudice Lender's right otherwise to demand strict compliance with that provision or any other provision. Whenever consent by Lender is required in this Agreement, the granting of such consent by Lender in any one instance shall not constitute continuing consent to subsequent instances where such consent is required.

attached  
See Attachment 2 Lease Defaults  
see

BK 8261 Pg 2626

BORROWER AND LANDLORD ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT OF LEASE WITH RIGHT OF REASSIGNMENT, AND BORROWER AND LANDLORD AGREE TO ITS TERMS. THIS AGREEMENT IS DATED JANUARY 27, 1999.

BORROWER:

DANNA, Inc. dba Zuka Juice Brighton

By: [Signature] 1-27-99  
David Henry Rudd, President

By: [Signature] 1-27-99  
Aimee Russell Rudd, Secretary

LANDLORD:

Boyer 7800 South Associates

X [Signature]  
Landlord's Signature

LENDER:

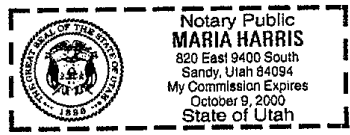
American Investment Financial, a Utah Industrial Loan Corporation

By: [Signature]  
Authorized Officer

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CO. RECORDER

LENDER ACKNOWLEDGMENT

STATE OF UTAH )  
COUNTY OF SALT LAKE ) SS

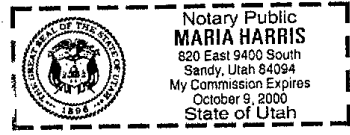


On this 27th day of January, 1999, before me, the undersigned Notary Public, personally appeared Donald C. Frank and known to me to be the Vice President, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By [Signature] Residing at Midvale, UT  
Notary Public in and for the State of UTAH My commission expires Oct 9, 2000

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH )  
COUNTY OF SALT LAKE ) SS



On this 27th day of January, 1999, before me, the undersigned Notary Public, personally appeared David Henry Rudd, President; and Aimee Russell Rudd, Secretary of DANNA, Inc. dba Zuka Juice Brighton, and known to me to be authorized agents of the corporation that executed the Assignment of Lease with Right of Reassignment and acknowledged the Agreement to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Agreement and in fact executed the Agreement on behalf of the corporation.

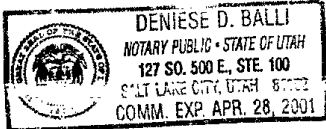
By [Signature] Residing at Midvale, UT  
Notary Public in and for the State of UTAH My commission expires Oct 9, 2000

LANDLORD ACKNOWLEDGMENT

STATE OF Utah )  
COUNTY OF Salt Lake ) SS

On this day before me, the undersigned Notary Public, personally appeared Ken C. Gardner, to me known to be the individual described in and who executed the Assignment of Lease with Right of Reassignment, and acknowledged that he or she signed the Agreement as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 15th day of March, 1999.  
By [Signature] Residing at Salt Lake County  
Notary Public in and for the State of Utah My commission expires 4-28-01



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**EXHIBIT "B"**

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**DANNA, INC. dba ZUKA JUICE**  
**3416 BENGAL BLVD.**  
**SALT LAKE CITY, UT. 84121**

**Equipment List**  
**SBA Loan**  
**as of January 15, 1999**

<u>NAME</u>	<u>SERIAL #</u>	<u>QTY.</u>	<u>AMOUNT</u>	<u>MANUFACTURER</u>
Chair, Marissa stacking black with black plastic	n/a	8	\$ 604.80	
Ice cream cabinet with heavy duty castor sat	n/a	1	1845.00	Kelvinator
Walk-in freezer w/floor w/ref system	971260700N	1	4137.00	Kolpak
3 Compartment w/18" drainfl.	n/a	1	575.00	
Quantum 4000 Juice Disp Portion Control & s/s sq	J190002381 J190002382	2	5006.00	Wilshire Corporation
Juicer with extra Blade Nut and basket	350059708	1	2108.00	Nutrifaster
Intermetro walk-in shelf	n/a	1	772.50	
Intermetro Storage Shelf	n/a	1	515.00	
Bar stool, blonde	n/a	8	920.00	
Sharp ERA570 Electronic Enhanced cash register	78000742	1	2901.00	Sharp
Custom Wood Items/menu	n/a	1	615.00	
Custom Fabricated Cabinet	n/a	1	4789.00	
Refrigerator 3-door	1647205	1	2373.00	True
Ice Machine, 8008 Flaker	FME000AE-1A	1	1909.00	Scottsman
Juice Dispenser	n/a	1	500.00	Jet Spray

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*James Howard*

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Citrus Juicer, Counter	7Z003305	1	5500.00	FMC Corporation
Blender Package (include 1 jar)	n/a	7	1505.00	K-Tec
Extra Blender jar with	n/a	30	1800.00	K-Tec
Under counter refrigerator	359303-T	1	1207.00	Delfield
Sharp ER-A570 Electronic	78000512	1	2100.00	Sharp
Custom (counter) s/s tops	n/a	1	<u>1700.00</u>	

**Total Equipment:**

**\$43,382.30**

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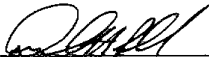
*Amal Alkhatib*  
Amal Alkhatib

BK8261PG2630

March 12, 1999


2) "LEASE DEFAULTS" paragraph—*Landlord shall have absolute discretion to terminate the Lease. However, Landlord must provide Lender with 30 days prior written notice of its intent to terminate the Lease. Lender shall have 15 days to cure the default. Upon having cured the default, Landlord and Lender shall utilize their best efforts to find a suitable assignee or new lessee for the Premises. Landlord shall retain the option to terminate even if Lender cures the default, should Landlord and Tenant not reach agreement, after best efforts attempts, within 90 days.*

Borrower:  
Danna, Inc. dba Zuka Juice Brighton

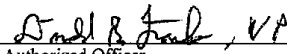
By:   
David Henry Rudd, President

By:   
Aimee Russell Rudd, Secretary

Landlord:  
Boyer 7800 South Associates

X   
Landlord's Signature

Lender:  
American Investment Financial, a Utah Industrial Corporation

By:   
Authorized Officer

BK 826 | PG 2631

## SCHEDULE "A"

BEGINNING at a point being South 00°08'25" West along the Section line 621.00 feet and South 89°56'22" West 391.50 feet from the Northeast corner of Section 35, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 00°08'25" East 219.00 feet; thence South 89°51'35" East 22.50 feet; thence North 00°08'25" East 213.00 feet; thence North 89°51'35" West 195.00 feet; thence North 00°08'25" East 155.39 feet to the South line of 7800 South Street; thence South 89°56'20" West along said South line 314.33 feet to the Northeasterly boundary of Southampton No. 2, a subdivision in the Northeast Quarter of said Section 35; thence South 38°52'44" East along said Northeasterly boundary 754.67 feet; thence North 89°56'20" East 11.70 feet to the point of BEGINNING. Contains 2.858 Acres.

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