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10/19/98 3:22 PM 24.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
FIRST AMERICAN TITLE
REC BY:V ASHBY ,DEPUTY - WI

AFTER RECORDING MAIL TO:

Name Foote & Associates, LLP
Address 420 Lexington Avenue, #1400
City/State New York, NY 10170
Attention: Walter V. Foote, Esq.

Document Title(s):

- 1. Assignment and Assumption of Lease
(Hillside - Sublease)

Reference Number(s) of Documents assigned or released:

None



Grantor(s):

- 1. Ernst Home Center, Inc., a Delaware corporation

Grantee(s):

- 1. Triple S Properties LLC, a Delaware limited liability company

Legal Description as follows:

Complete legal description is on page 5 of document

Assessor's Property Tax Parcel/Account Number(s):

22-27-201-004-0000

NOTE: The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

BK8129PG1473

**ASSIGNMENT AND ASSUMPTION OF LEASE
(Hillside—Sublease)**

This Assignment and Assumption of Lease ("Assignment") is made this 16th day of October, 1998 between ERNST HOME CENTER, INC., a Delaware corporation ("Seller"), and TRIPLE S PROPERTIES LLC, a Delaware limited liability company ("Buyer").

WITNESSETH:

Whereas, Seller is a sublandlord of premises at Hillside Plaza Shopping Center in Salt Lake City, Utah, pursuant to the sublease identified on Exhibit A attached hereto (together with all amendments, modifications and supplements, the "Sublease"). The premises which are the subject of the Sublease are located on a portion of the real property more fully described on Exhibit B attached hereto; and

Whereas, Seller desires to assign the Sublease to Buyer and Buyer desires that the Sublease be assigned to it and to assume the obligations of the landlord under the Sublease.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions contained herein, and other good and valuable consideration, Seller hereby assigns the Sublease, and all its right, title and interest therein, and the security deposit, if any, made pursuant thereto, to Buyer, and Buyer hereby assumes and agrees to be bound at all times hereafter by all terms, conditions and provisions of the Sublease.

Seller shall indemnify and hold Buyer, its successors and assigns, harmless from and against any and all damages, losses, liabilities, claims, costs, expenses, actions and causes of action (including, without limitation, attorneys' fees and the reasonable cost of investigation) incurred by or asserted against Buyer, its successors and assigns, accruing under the Sublease prior to the Effective Date or arising from or pertaining to Seller's use or occupation of the Premises prior to the Effective Date. Buyer shall indemnify and hold harmless Seller, its successors and assigns, from and against any and all damages,

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loses, liabilities, claims, costs, expenses, actions and causes of action (including, without limitation, attorneys' fees and the reasonable cost of investigation) incurred by or asserted against Seller, its successors and assigns, accruing under the Sublease on or subsequent to the Effective Date or arising from or pertaining to Buyer's use or occupation of the Premises on or subsequent to the Effective Date.

As used in the preceding paragraph, the term "Effective Date" shall mean and refer to October 16, 1998.

This Assignment may be executed in counterparts, each of which shall be deemed an original, and counterpart signature pages may be assembled to form a single original document.

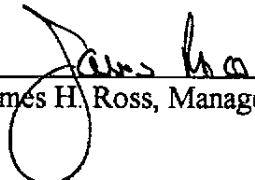
"SELLER"

ERNST HOME CENTER, INC.
a Delaware corporation

By _____
Its: _____

"BUYER"

TRIPLE S PROPERTIES LLC,
a Delaware limited liability company
By: Rossrock 98-01 LLC, its Managing Member
By: Rossrock LLC, its Managing Member

By:  _____
James H. Ross, Manager

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfied and the security deposit, if any, made pursuant thereto to evidence that _____ signed this instrument, on oath stated that she/he was authorized to execute the instrument as the _____ ERNST HOME CENTER, INC., a Delaware corporation, and acknowledged it to be the free and voluntary act and deed of said corporation, for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed on _____, 1998.

(Signature of Notary)

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State
of Washington

My Appointment Expires: _____

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

I certify that I know or have satisfactory evidence that James H. Ross signed this instrument, on oath stated that he was authorized to execute the instrument as the Manager of Rossrock LLC, the Managing Member of Rossrock 98-01 LLC, the Managing Member of TRIPLE S PROPERTIES LLC, a Delaware limited liability company, and acknowledged it to be the free and voluntary act and deed of said limited liability company, for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed on October 16, 1998.

Wilhelmina M. Estvez
(Signature of Notary)

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the
State of New York

My Appointment Expires: _____

WILHELMINA M. ESTEVEZ
NOTARY PUBLIC, State of New York
No. 41-4728860
Qualified in Queens County
Commission Expires 4-20-2000


loses, liabilities, claims, costs, expenses, actions and causes of action (including, without limitation, attorneys' fees and the reasonable cost of investigation) incurred by or asserted against Seller, its successors and assigns, accruing under the Sublease on or subsequent to the Effective Date or arising from or pertaining to Buyer's use or occupation of the Premises on or subsequent to the Effective Date.

As used in the preceding paragraph, the term "Effective Date" shall mean and refer to October 16th 1998.

This Assignment may be executed in counterparts, each of which shall be deemed an original, and counterpart signature pages may be assembled to form a single original document.

"SELLER"

ERNST HOME CENTER, INC.
a Delaware corporation

By: 
Its: Chief Admin Officer

"BUYER"

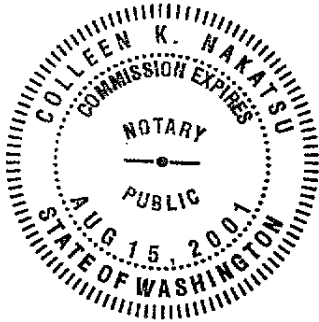
TRIPLE S PROPERTIES LLC,
a Delaware limited liability company
By: Rossrock 98-01 LLC, its Managing Member
By: Rossrock LLC, its Managing Member

By: _____
James H. Ross, Manager

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that CATHY SHERWOOD is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Chief Administrative Officer of ERNST HOME CENTER, INC., to be the free and voluntary act and deed of said corporation, for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed this 14th day of October, 1998.



Colleen K Nakatsu

(Signature of Notary)

Colleen K. Nakatsu

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State
of Washington

My Appointment Expires: 08/15/01.

EXHIBIT A

Sublease

Lease with Mac's Hobbies & Crafts dated May 25, 1995.

EXHIBIT B

Legal Description

Beginning at a point which is 683.3 feet South and 100.7 feet East from the North Quarter corner of Section 27, Township 2 South Range 1 East, Salt Lake Base and Meridian, and running thence South 44°48'25" East 6.0 feet; thence South 45°11'35" West 46.0 feet; thence South 7°06'45" West 55.6 feet; thence South 44°48'25" East 46.0 feet; thence North 45°11'35" East 60.0 feet; thence South 44°48'25" East 90.0 feet; thence North 45°11'35" East 210.0 feet; thence North 44°48'25" West 180.0 feet; thence South 45°11'35" West 190.00 feet to the point of beginning.

Together with and subject to all of the rights, easements, privileges, benefits and restrictions which are provided for in that certain "Declaration of Restrictions and Reciprocal Easements" dated as of August 1, 1976, executed by Hillside Plaza Associates, a Utah Limited Partnership, affecting the tract of real property described above and a certain parcel located immediately to the Northeast of, and contiguous with, said tract, and recorded in the office of the County Recorder of Salt Lake County, Utah.

The above described property also known by the street address of:
2334 EAST FORT UNION BLVD., SALT LAKE CITY, UTAH

PLUM COPY
NO. RECORDED