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 Gary W. Ott
 Recorder, Salt Lake County, UT
 METRO NATIONAL TITLE
 BY: eCASH, DEPUTY - EF 14 P.

Instrument Prepared By And
 When Recorded Return To:
 Nyemaster, Goode, West,
 Hansell & O'Brien, P.C.
 700 Walnut, Suite 1600
 Des Moines, Iowa 50309
 Attention: Jill M. Stevenson

16-06-401-010

ASSIGNMENT, ASSUMPTION AND AMENDATORY AGREEMENT

THIS ASSIGNMENT, ASSUMPTION AND AMENDATORY AGREEMENT (this "Agreement"), made as of the 13 day of October, 2006, by and among GOODMAN OQUIRRH LLC, a Washington limited liability company ("Borrower"), with an address of 2801 Alaskan Way, #200, Seattle, Washington 98121; THE CHILDREN'S CENTER, a Utah non-profit corporation ("Purchaser"), with an address of 1855 Medical Drive, Salt Lake City, Utah 84112; and THE UNION CENTRAL LIFE INSURANCE COMPANY, an Ohio corporation ("Union Central"), with an address of 1876 Waycross Road, Cincinnati, Ohio 45240, and RELIASTAR LIFE INSURANCE COMPANY, a Minnesota corporation ("ReliaStar"), with an address of c/o ING Investment Management LLC, 5780 Powers Ferry Road, NW, Suite 300, Atlanta, Georgia 30327 (Union Central and ReliaStar are collectively referred to herein as the "Lender").

RECITALS:

A. Union Central made a term loan in the original principal amount of \$2,000,000.00 (the "Loan") to Borrower on May 5, 1999, secured by improved real property located in Salt Lake County, Utah, more particularly described in Exhibit A attached hereto (the "Premises").

B. Pursuant to that certain Assignment of Loan Documents, dated July 22, 1999, by and between Union Central and Life Insurance Company of Georgia, a Georgia corporation ("LOG"), recorded on October 1, 1999, as Document No. 7480338 in the office of the Recorder of Salt Lake County, Utah ("UC Assignment"), Union Central assigned to LOG an undivided 95% interest in the Loan Documents, as hereinafter defined.

C. Pursuant to that certain Assignment of Interest in Loan Documents, dated May 5, 2005, by and between LOG and ReliaStar recorded on June 21, 2005, as Document No. 9409603 in the office of the Recorder of Salt Lake County, Utah ("LOG Assignment"), LOG assigned to ReliaStar an undivided 95% interest in the Loan Documents, as hereinafter defined.

[ASSIGNMENT, ASSUMPTION AND
 AMENDATORY AGREEMENT]
 LOAN NO. 990123

D. With regard to the Loan, Lender is the holder of the following documents (hereinafter collectively referred to as the "Loan Documents"):

(1) Promissory Note, dated May 5, 1999, made by Borrower and John A. Goodman, individually and personally ("Guarantor") in favor of Union Central, in the original principal amount of \$2,000,000.00, as partially assigned by Union Central to LOG pursuant to the UC Assignment and as subsequently assigned by LOG to ReliaStar pursuant to the LOG Assignment (the "Note");

(2) Deed of Trust, Financing Statement and Security Agreement, dated May 5, 1999, between Borrower, as trustor therein, to First American Title Insurance Company, as trustee therein, for the benefit of Union Central, as beneficiary therein, recorded on May 5, 1999, as Document No. 7344545 in the office of the Recorder of Salt Lake County, Utah, as partially assigned by Union Central to LOG pursuant to the UC Assignment and as subsequently assigned by LOG to ReliaStar pursuant to the LOG Assignment (the "Deed of Trust");

(3) Assignment of Rents and Leases, dated May 5, 1999, made by Borrower, as assignor therein, in favor of Union Central, as assignee therein, recorded on May 5, 1999, as Document No. 7344546 in the office of the Recorder of Salt Lake County, Utah, as partially assigned by Union Central to LOG pursuant to the UC Assignment and as subsequently assigned by LOG to ReliaStar pursuant to the LOG Assignment;

(4) Environmental Indemnity Agreement, dated May 5, 1999, executed by Borrower and Union Central, as partially assigned by Union Central to LOG pursuant to the UC Assignment and as subsequently assigned by LOG to ReliaStar pursuant to the LOG Assignment (the "Indemnity");

(5) UCC Financing Statement showing Borrower, as the debtor therein, and Union Central, as the secured party therein, recorded May 5, 1999, as Document No. 7344547 in the records of the Recorder of Salt Lake County, Utah, as amended by a UCC Financing Statement Amendment recorded on October 1, 1999, as Document No. 7480337 to partially assign the UCC Financing Statement from Union Central to LOG; and

(6) UCC Financing Statement showing Borrower, as the debtor therein, and Union Central, as the secured party therein, recorded May 6, 1999, as File Number 145075200122 (Old File Number 99-641726) in the records of the Utah Division of Corporations and Commercial Code, as amended by a UCC Financing Statement Amendment recorded on December 6, 1999, to partially assign the UCC Financing Statement from Union Central to LOG.

E. Purchaser has agreed to acquire the Premises, subject to the Loan Documents, and to assume all liabilities of Borrower under the Loan Documents, other than the Indemnity.

F. Borrower and Purchaser desire to set forth herein with particularity the assignment and assumption of the Loan.

G. Lender has agreed to consent to the conveyance of the Premises by Borrower to Purchaser subject to the Loan Documents (the "Conveyance"), as set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing Recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are incorporated herein as if fully set forth in this paragraph.

2. Definitions. Terms defined in the Loan Documents shall have the same meaning when used herein, unless defined otherwise in this Agreement.

3. Assignment and Assumption. With regard to the Conveyance:

(a) Borrower, by this Agreement, assigns, sets over and transfers unto Purchaser all rights, duties, obligations and liabilities accruing or arising under the Loan Documents, or any of them, other than the Indemnity.

(b) Purchaser, by this Agreement, for itself and its successors and assigns, accepts the assignment from Borrower of all rights, duties, obligations and liabilities accruing and arising under the Loan Documents, or any of them, other than the Indemnity, and assumes and agrees to perform all of the duties, obligations and liabilities to be performed and paid by Borrower pursuant to the Loan Documents, other than the Indemnity, as if Purchaser were the original party thereto, and joins in all assignments, indemnities, grants and conveyances of real and personal property, and grants of security interests as set forth in each and all of the Loan Documents.

(c) Lender, by this Agreement, consents to the Conveyance and to the assignment and assumption of Borrower's duties and obligations under the Loan Documents. Lender acknowledges that any conditions set forth in the Loan Documents for obtaining Lender's consent to any transfer or conveyance of the Premises and the assignment and assumption of the Loan Documents have been satisfied.

4. Modifications to Loan Documents. Effective as of the date of this Agreement, the following amendments shall be effective to the Loan Documents:

(a) Notices. Any notice required or permitted to be given under any of the Loan Documents to Borrower shall, from and after the date of this Agreement, be given to Purchaser and to Guarantor, and shall be addressed to:

Purchaser: The Children's Center
1855 Medical Drive
Salt Lake City, Utah 84112

with copy to:

Ray, Quinney & Nebeker
Attention: Ira B. Rubinfeld
36 South State Street
Suite 1400
Salt Lake City, Utah 84111

Guarantor: John A. Goodman
2801 Alaskan Way, #200
Seattle, Washington 98121

(b) Deed of Trust—Section 1.22. Purchaser acknowledges that the Conveyance constitutes the one-time transfer permitted under the first paragraph of Section 1.22 of the Deed of Trust. Effective on the date of this Agreement, the second paragraph of Section 1.22 of the Deed of Trust is hereby deleted.

5. Representations and Warranties.

(a) Lender hereby represents and warrants to Borrower and Purchaser, as follows:

(i) Lender is the holder of the Loan Documents, and each of them, and has full corporate power and authority to enter into this Agreement;

(ii) This Agreement constitutes the legal, valid and binding obligation of Lender, enforceable in accordance with its terms; and

(iii) Lender has no actual knowledge of any default, event of default or any other event or condition which would, upon the passage of time, the giving of notice or both, ripen into or constitute a default or an event of default under any one or more of the Loan Documents as modified by this Agreement.

(b) Purchaser hereby represents and warrants to Lender as follows:

(i) Purchaser is a non-profit corporation duly organized and validly existing under the laws of the State of Utah and has full power and authority to own and operate the Premises in the State of Utah and to enter into this Agreement;

(ii) To the best of Purchaser's knowledge, none of the Loan Documents has been changed, altered, modified or amended in any way except for those changes, alterations, modifications and amendments recited in this Agreement;

(iii) This Agreement, and, except as may be modified by this

Agreement, the Loan Documents constitute the legal, valid and binding obligations of Purchaser, enforceable in accordance with their respective terms;

(iv) To the best of Purchaser's knowledge, there exists no default, event of default or any other event or condition which would, with the passage of time, the giving of notice, or both, ripen into or constitute a default or an event of default under any one or more of the Loan Documents as modified by this Agreement;

(v) Contemporaneously with the execution of this Agreement, Borrower has conveyed to Purchaser all of Borrower's right, title and interest in the Premises, and Purchaser has accepted an assignment of any interest Borrower has in the leases associated with the Premises; and

(vi) The financial statements and other data and information supplied by Purchaser in connection with Purchaser's request to assume the Loan or otherwise supplied in contemplation of the assumption of the Loan by Purchaser were in all material respects true and correct on the dates they were supplied, and since their dates no material adverse change in the financial condition of Purchaser has occurred, and there is not any pending or threatened litigation or proceedings which might impair to a material extent the business or financial condition of Purchaser.

(c) Borrower hereby represents and warrants to Lender as follows:

(i) None of the Loan Documents has been changed, altered, modified or amended in any way except for those changes, alterations, modifications and amendments recited in this Agreement;

(ii) This Agreement, and, except as may be modified by this Agreement, the Loan Documents, constitute the legal, valid and binding obligations of Borrower, enforceable in accordance with their respective terms;

(iii) There exists no default, event of default or any other event or condition which would, with the passage of time, the giving of notice, or both, ripen into or constitute a default or an event of default under any one or more of the Loan Documents as modified by this Agreement;

(iv) Borrower has no offset, defense or counterclaim as against the Note or any of the Loan Documents as modified by this Agreement; and

(v) Contemporaneously with the execution of this Agreement, Borrower has conveyed to Purchaser all of its right, title and interest in the Premises and has assigned to Purchaser its interest, if any, in and to the leases associated with the Premises.

6. Release of Borrower. From and after the date of this Agreement, the Borrower shall be and is hereby released from the obligations under the Loan Documents for events occurring subsequent to the date of this Agreement.

7. Reaffirmation and Consent by Guarantor. In consideration for Lender agreeing to Purchaser's acquisition of the Premises and assumption of the obligations under the Loan Documents, the Guarantor hereby acknowledges that the Guarantor is not released from his obligations under the Note by the Conveyance or by the execution of this Agreement by the parties hereto. The Guarantor, whose signature appears below, hereby consents to the transactions described in this Agreement. The Guarantor hereby reaffirms his obligations under the Note, and acknowledges that his obligations under the Note shall hereafter continue in full force and effect.

8. No Other Change. Except as herein expressly amended or as set forth herein, each and every term, condition, warranty and provision of the Loan Documents shall remain in full force and effect, and such are hereby ratified, confirmed and approved by the parties hereto. Nothing herein shall be construed to release, discharge, alter or affect the priority of the lien or title created by the Loan Documents, it being the expressly declared intention of the parties hereto that no novation of the Loan Documents be created hereby. A default under this Agreement will constitute a default under the Loan Documents.

9. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, successors, legal representatives and assigns.

10. Copies. Purchaser acknowledges prior receipt of a copy of the Loan Documents and the undersigned acknowledge receipt of a copy of this Agreement at the time of signing this Agreement.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Utah (excluding conflicts of law rules).

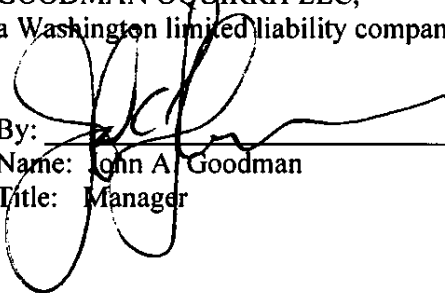
12. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS.)

IN WITNESS WHEREOF, each of the parties have executed this Agreement as of the date and year first above stated.

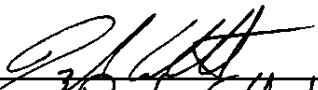
BORROWER:

GOODMAN OODIRRH LLC,
a Washington limited liability company

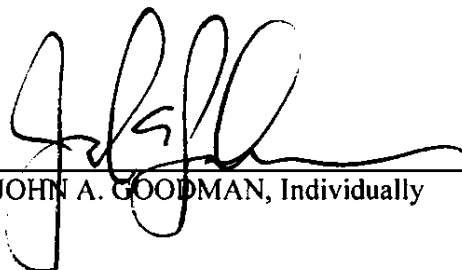
By: 
Name: John A. Goodman
Title: Manager

PURCHASER:

THE CHILDREN'S CENTER,
a Utah non-profit corporation

By: 
Name: Douglas Goldsmith
Title: Executive Director

GUARANTOR:


JOHN A. GOODMAN, Individually


LENDER:

THE UNION CENTRAL LIFE
INSURANCE COMPANY,
an Ohio corporation

By: _____
Name: _____
Title: _____

RELIASTAR LIFE INSURANCE COMPANY,
a Minnesota corporation


By: ING Investment Management LLC,
a Delaware limited liability company,
Its agent

By: 
Name: Daniel J. Maples
Title: Vice President

OPR

LENDER:

THE UNION CENTRAL LIFE
INSURANCE COMPANY,
an Ohio corporation

By: 
Name: Dennis L. Trammell
Title: Second Vice President

RELIASTAR LIFE INSURANCE COMPANY,
a Minnesota corporation

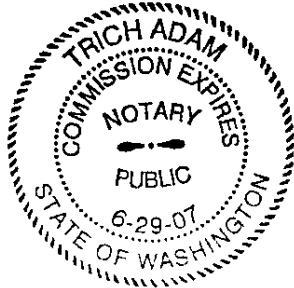
By: ING Investment Management LLC,
a Delaware limited liability company,
Its agent

By: _____
Name: _____
Title: _____

STATE OF Washington)
) ss.
COUNTY OF King)

On this 10 day of October, 2006, before me, a notary public, personally appeared John A. Goodman, to me personally known, who being by me duly sworn did say that that person is the Manager of GOODMAN OQUIRRH LLC, a Washington limited liability company, that said instrument was signed on behalf of the said limited liability company by authority of its members and manager and acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.

(SEAL)

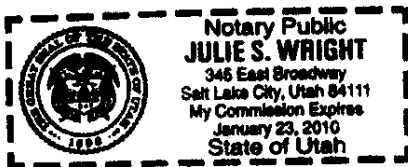


Trich Adam
Name: Trich Adam
Notary Public
Notary Expiration: 6-29-07

STATE OF Utah)
) ss.
COUNTY OF Salt Lake)

On this 12 day of October, 2006, before me, a notary public, personally appeared Douglas Goldsmith to me personally known, who being by me duly sworn did say that that person is the Executive Director of THE CHILDREN'S CENTER, a Utah non-profit corporation, that said instrument was signed on behalf of the said entity and acknowledged the execution of said instrument to be the voluntary act and deed of entity by it voluntarily executed.

(SEAL)



Julie Wright
Name: Julie Wright
Notary Public
Notary Expiration: 1-23-2010

STATE OF Washington)
) ss.
COUNTY OF King)

On this 10 day of October, 2006, personally appeared before me JOHN A. GOODMAN, the signer of the above instrument, who duly acknowledged to me that he executed the same.

(SEAL)



Trich Adam
Name: Trich Adam
Notary Public
Notary Expiration: 6-29-07

STATE OF OHIO)
) ss.
COUNTY OF _____)

BE IT REMEMBERED, the foregoing instrument was acknowledged before me on this _____ day of _____, 2006, by _____, a _____ of THE UNION CENTRAL LIFE INSURANCE COMPANY, an Ohio corporation.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my notarial seal on the day and year last aforesaid.

(SEAL)

Name: _____
Notary Public
My commission expires: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2006, personally appeared before me JOHN A. GOODMAN, the signer of the above instrument, who duly acknowledged to me that he executed the same.

(SEAL)

Name: _____
Notary Public
Notary Expiration: _____

STATE OF OHIO)
) ss.
COUNTY OF Hamilton)

BE IT REMEMBERED, the foregoing instrument was acknowledged before me on this 10th day of Oct., 2006, by Dennis L. Trammell, a Sec. Vice Pres of THE UNION CENTRAL LIFE INSURANCE COMPANY, an Ohio corporation.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my notarial seal on the day and year last aforesaid.

(SEAL)

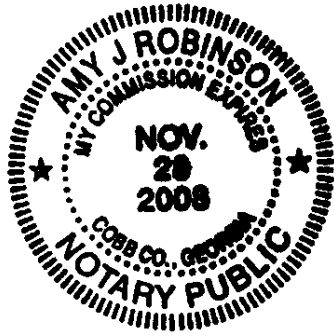


Judith Griesser
Name: JUDITH GRIESSER
Notary Public
My commission expires: 5-4-2009

STATE OF GEORGIA)
) ss.
COUNTY OF Fulton)

On this 10th day of October, 2006, before me, the undersigned, a Notary Public in and for the State of Georgia, personally appeared Daniel J. Maples, to me personally known, who being by me duly sworn, did say that he is the Vice President of ING Investment Management LLC, executing this instrument as agent for RELIASTAR LIFE INSURANCE COMPANY, a Minnesota corporation; that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that said person, as agent, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.

(SEAL)



Amy J. Robinson
Signature of Notary
Notary Expiration: November 28, 2008

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1 (Fee Simple Estate):

COMMENCING at the Southeast corner of Lot 8, Block 36, Plat "B" Salt Lake City Survey, West 25 rods; thence North 5 rods; thence East 5 rods; thence North 5 rods; thence East 20 rods; thence South 10 rods to the beginning, according to the official plat thereof recorded in the office of the Salt Lake County Recorder.

TOGETHER WITH a right of way for a storm sewer over and through the following described property:

COMMENCING at a point 5 rods West of the Southeast corner of Lot 3, Block 36, Plat "B" Salt Lake City Survey and running thence West 15 rods to 3rd East Street; thence North 9 1/2 feet; thence East 15 rods to a point on the Grantor's East boundary 9 1/2 feet North of the place of beginning, thence South 9 1/2 feet to the place of BEGINNING.

The above described property also known by the street address of: 350 South 400 East, Salt Lake City, Utah 84111

PARCEL 2 (Easement Estate):

An Easement for parking, access, utilities and other purposes as established by that certain Easement and Use Restrictions Agreement dated May 8, 1998 and recorded May 8, 1998 as Entry No. 6957459 of Official Records, and encumbering the following parcel:

BEGINNING at a point 155.5 feet South from the Northwest corner of Lot 3, Block 36, Plat "B", Salt Lake City Survey, and running thence East 165 feet; thence North 73.00 feet; thence East 82.5 feet; thence South 82.5 feet; thence West 247.5 feet; thence North 9.5 feet to the point of beginning.

The above described property also known by the street address of: 305 South 400 East, Salt Lake City, Utah 84111