

RECORDED AUGUST 16, 1991 BK 343 PG 352 NO 88991 RONALD L. DAILEY, COUNTY CLERK

This Assignment of Lease and Agreement made and entered into by and between JMB Corporation, A Wyoming Corporation, dba Coast to Coast, Ben Franklin and Champion Auto Stores, John L. Behles and Marcella A. Behles

(Lessee/Borrower - hereinafter called "BORROWER"); and John L. Behles

and Marcella A. Behles (hereinafter called "LESSOR"); and

First Interstate Bank of Commerce Sheridan, Wyoming 82801

(hereinafter called "ASSIGNEE"); WITNESSETH:

WHEREAS, BORROWER has heretofore leased from LESSOR certain real property by lease dated 7-5-91 and recorded in Book 343, Page 209, of the records of the County of Sheridan, State of Wyoming, for a term of 20 years, and described as follows:

All lands as described in attached Exhibit "A"

AND, WHEREAS, ASSIGNEE has loaned or has authorized the making of a loan to BORROWER in the amount of \$215,000.00 due and payable on or before 7-5-2006.

AND WHEREAS, such loan is for the benefit of both BORROWER and LESSOR in that the loan funds are to be used for the benefit of the business conducted on the leased premises;

NOW, THEREFORE, for and in consideration of the premises and of the disbursement of said loan, or any part thereof, BORROWER, with the consent of LESSOR, hereby Assigns, Transfers and Conveys unto ASSIGNEE the lease above described TO HAVE AND TO HOLD the same for and during the remainder of the term mentioned in the lease, and all renewals and extensions of said term.

A. BORROWER and LESSOR further Covenant and Agree:

1. BORROWER is not now in default in the performance of lease; and BORROWER and LESSOR will each perform the covenants and conditions required of him by said lease for the term of said loan and any extensions or renewal of it.
2. Except as otherwise herein permitted, BORROWER and LESSOR will not, alone or by agreement between them, modify or terminate said lease without consent of ASSIGNEE.
3. In the event of default by BORROWER under the terms of said lease, LESSOR shall have the right to terminate said lease in accordance with its terms, provided, however, LESSOR shall first give ASSIGNEE 60 days written notice of such default, and the right, at the option of ASSIGNEE, during such period, to cure such default; and during such period, LESSOR will take no action to enforce its claim arising from such default without ASSIGNEE'S consent.
4. In the event of any default by BORROWER in the performance of any of the obligations of the Note to ASSIGNEE evidencing the aforesaid loan, any renewal or extension thereof, or any other agreement made in connection therewith, including the agreements herein, then, ASSIGNEE, at its option, may, without notice, using such force as may be necessary, enter said leased premises and do any one or more of the following:

- a. Remove all property of BORROWER which has been hypothecated as collateral for the loan described herein. In the event this option is exercised, ASSIGNEE shall have no obligation other than payment of rent accruing during the period of its actual possession of the premises.
- b. Sell the property of the BORROWER which has been hypothecated as collateral for the loan described herein on the premises. In the event this option is exercised, ASSIGNEE shall have no obligation other than payment of rent accruing during the period of its actual possession of the premises.
- c. Transfer and assign said Lease and BORROWER'S rights therein to a party satisfactory to ASSIGNEE, and upon assignment, the obligations of said Lease shall be binding on said Transferee. In the event this option is exercised, ASSIGNEE shall have no obligation other than the payment of rent accruing during the period from the time it took actual possession to the date of the assignment.
5. None of the property required to be hypothecated as collateral for the aforesaid loan constitutes fixtures or real property.
- B. LESSOR agrees to, and does hereby, subordinate any lien he may, now or hereafter, have on the property of BORROWER, that is now or hereafter security for the aforesaid loan, to ASSIGNEE's lien or liens on said property and to ASSIGNEE'S rights herein.
- C. LESSOR hereby represents and warrants that title to said leased premises is held by him in fee simple and that he has full power and authority to enter into this Agreement.
- D. This Agreement shall be binding upon and inure to the benefit of the personal representatives, successors, and assigns of the parties hereto.

Dated this 5th day of July, 1991.

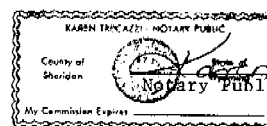
BORROWERS:
JMB Corporation, A Wyoming Corporation dba
Coast to Coast, Ben Franklin, and Champion
Stores
By: [Signature]
Title: President
By: [Signature]
Title: Secretary
(Note: Must be acknowledged by Borrower and Lessor)

LESSOR
[Signature]
John L. Behles
Marcella A. Behles
(Lessor)
[Signature]
John L. Behles and
Marcella A. Behles
[Signature]
Marcella A. Behles

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

The foregoing instrument executed before me this 5th day of July, 1991, by John L. Behles and Marcella A. Behles, husband and wife, and to me known to be the persons described in and who executed the foregoing instrument and who acknowledged to me that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been apprised of her right and the effect of signing and acknowledging the said instrument apart from her husband signed the same while so separate and apart.

Witness my hand and official seal.

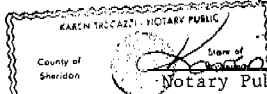


My Commission expires 10-7-93

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

On this 5th day of July, 1991, before me personally appeared
John L. Behles
to me personally known, who, being by me duly sworn, did say that he is
the President of JMB Corporation, a Wyoming Corporation
dba Coast to Coast Ben Franklin and Champion Auto Stores
and that the seal affixed to said instrument is the corporate seal of
said corporation, and that said instrument was signed and sealed on behalf
of said corporation by authority of its Board of Directors and said
Barbara Miller, Secretary acknowledged said instrument to be the
free act and deed of said corporation.

Given under my hand and notarial seal this 5th day of July,
19 91.



My commission expires on the 7th day of October, 19 91.

EXHIBIT "A"

The South 88.66 feet of Lot 7, Block 1, of the Replat of Sugarland South, an Addition to the City of Sheridan, Sheridan County, Wyoming; said South 88.66 feet of Lot 7 being more particularly described as follows:

Commencing at the south quarter corner of Section 35, T56N, R84W; thence N01°25'22"E, 1637.69 feet to the point of beginning, said point being the southwest corner of said Lot 7 and lying on the east right-of-way line of Coffeen Avenue; thence N89°40'24"E, 160.00 feet along the south line of said Lot 7 to the southeast corner of said Lot 7; thence N00°19'36"W, 88.66 feet along the east line of said Lot 7 to a point; thence S89°40'24"W, 160.00 feet to a point on the west line of said Lot 7 and said east right-of-way line; thence S00°19'36"E, 88.66 feet along said west line and said east right-of-way line to the point of beginning.

Said tract contains 14,185.60 square feet more or less.

