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of Five Duplicate Originals.

BANK FILE ORIGINAL

FIRST SECURITY BANK OF UTAH,

National Association

A Member of the First Security System of Banks

Corporate Offices:
P.O. Box 30011, 79 South Main Street
Salt Lake City, Utah 84125

DEED OF TRUST

Lender: FIRST SECURITY BANK OF UTAH, N.A.
Borrower: Scott M. and Barbara J. Waldron, Dean R.
and Joan Lindsay (jointly and severally)
Address: Suite 1010 Beneficial Life Tower
36 South State Street
Salt Lake City, Utah 84111

AMOUNT OF LOAN: \$ 5,200,000.00

DATE OF LOAN: August 3, 1982



PREPARED BY
RAY, QUINNEY & NEBEKER
ATTORNEYS AT LAW
400 DESERET BUILDING
79 SOUTH MAIN
SALT LAKE CITY, UTAH 84111
TELEPHONE 801-532-1500

13021
RTF
SECON... CO.
Signature

BOOK 5492 PAGE 2795
KATIE L. JIXON
RECORDED
SALT LAKE COUNTY
UTAH
AUG 13 1 08 PM '82

When Recorded Mail to:

Ray, Quinney & Nebeker
400 Deseret Building
Salt Lake City, Utah 84111
Attn: Scott H. Clark, Esq.

THIS INDENTURE OF MORTGAGE
IS TO BE RECORDED IN SALT LAKE
COUNTY, STATE OF UTAH
APPLICABLE PROPERTY
DESCRIPTIONS ARE FOUND
ON PAGES 67 through 81 and 91 through 94(c)

FIRST SECURITY BANK OF UTAH,
NATIONAL ASSOCIATION

A Member of the Lender Systems of Banks

Corporate Offices:
P.O. Box 30011, 79 South Main Street
Salt Lake City, Utah 84125

INDENTURE OF MORTGAGE

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INDENTURE OF MORTGAGE
(INCLUDING SECURITY AGREEMENT
WITH ASSIGNMENTS)

THIS INDENTURE OF MORTGAGE, DEED OF TRUST AND SECURITY AGREEMENT with assignments of leases, rents, and accounts (hereinafter called the "Indenture") is made and entered into and executed in as many duplicate originals as shall be required for recording purposes as of the 3rd day of August, 1982, by and between Scott M. Waldron, Barbara J. Waldron, Dean R. Lindsay, and Joan B. Lindsay (hereinafter collectively called "Borrowers"), as mortgagors, debtors, trustors, and/or assignors, as the case may be determined pursuant to provisions following hereinafter, and First Security Bank of Utah, National Association, a national banking corporation of the United States of America (hereinafter called "Lender").

Mortgage, Conveyance, Grant and Assignment

FOR GOOD AND VALUABLE CONSIDERATION the receipt and benefit of which Borrowers hereby and herein acknowledge (including, but not limited to, the loan and advancement of funds pursuant to the Loan Agreement (the "Loan Agreement") of even date herewith and the proceeds of the Promissory Note (hereinafter the "Note") given pursuant to the "Commitment" included or otherwise referenced in said Loan Agreement), Borrowers do hereby:

(a) Grant to and create in Lender a security interest, as defined by the Utah Uniform Commercial Code, in all "Collateral" as the same is hereinafter defined, including all proceeds and products thereof, and any additions, substitutions and accessions thereto and therefor, whether now existing or hereafter acquired or coming into existence in the course of the business of Borrowers;

(b) Assign to Lender all rights which Borrowers now have in the Collateral and all rights in and to all proceeds, and accessions, additions and substitutions therefor and thereto whether now existing or hereafter acquired;

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(c) Assign and grant to Lender all of the estate, right, title and interest of Borrowers in and to the "Schedule II Real Property" and the "Schedule III Real Property", provided, however, that notwithstanding the acceptance by Lender of such assignment, for purposes of the imposition or assumption of any obligations of Borrowers as lessees, sublessees or assignees of the Schedule II Real Property and the Schedule III Real Property, as the case may be, such imposition or assumption of obligations shall only be effective after the occurrence of a default (as hereinafter defined) and the affirmative election by Lender to accept such obligations; provided further, that such affirmative election by Lender need not be exercised at all or may be exercised with respect to any one or more of the Schedule II Real Properties and the Schedule III Real Properties. Borrowers shall have no right to revoke the aforesaid assignment during the time that any obligation or indebtedness secured hereby remains outstanding and Borrowers shall make no other assignment, transfer or other disposition of their estate, right, title or interest in and to the Schedule II Real Property and the Schedule III Real Property.

Purpose of Security.

All of the foregoing for the purpose of securing:

(a) Payment of the indebtedness, both principal and interest, evidenced by the Note of the Borrowers of even date herewith with such maturity, and such payment and repayment provisions as provided in said Note and in the Loan Agreement between Lender and Borrowers which Note has been executed by Borrowers and delivered to and is payable to the order of Lender, and which is incorporated herein by this reference, also including any and all modifications, extensions and renewals thereof; together with all other sums which may become due and payable under the Note, the Loan Agreement, this Indenture, and any other loan documentation provided by Borrowers to Lender; and

(b) Payment of all sums advanced by Lender to preserve and protect the Real Property (hereinafter defined), the Collateral, and all proceeds, additions, accessions and substitutions thereto, with interest on such sums advanced accruing at the rate applicable in Default as stated in the Note, until paid by Borrowers; and

(c) Payment of all other sums on any and every account, whether or not the same are mature, contingent or direct, with interest thereon, which may hereafter be loaned or advanced ("future advances") to Borrowers or their successor(s) or assigns,

or any one of them by the Lender, either separately or jointly, when the same are evidenced by a promissory note or notes or other evidence of indebtedness which recite that they are secured by this Indenture (such obligations shall be established, prima facie, by the books and records of Lender); and

(d) Performance of all of Borrowers' obligations, promises, and covenants in the aforesaid Loan Agreement, the Note, this Indenture, and any other documentation or agreements relating to or connected with the said Loan Agreement, including any modifications or amendments to any of the foregoing, the said Loan Agreement, this Indenture and documents being incorporated herein by this reference.

(All of the above-referenced agreements and documents together with amendments, modifications and extensions thereof and any other instrument, agreement, paper or document given to evidence or further secure the payment and performance of any obligation secured hereby may be referred to collectively hereinafter as the "Loan Documents.")

ARTICLE I COLLATERAL AND REAL PROPERTY

Borrower and Lender hereby agree:

1.01 Collateral. "Collateral" for purposes of this Indenture shall mean and include all equipment, fixtures, inventory, supplies, instruments, chattel paper, contract rights, accounts, and general intangibles (as defined by the Utah Uniform Commercial Code) in which Borrowers now have or shall hereafter acquire an interest and shall include, not by way of limitation, all of those items listed in Schedule I, which is attached hereto and incorporated by this reference and further, includes all proceeds, attachments, accessions, additions and substitutions therefor or thereto. Notwithstanding the foregoing, the Collateral shall not include any such items not utilized or acquired in connection with the Borrowers' restaurant business.

1.02 Real Property. "Real Property" for purposes of this Indenture shall mean and include: (a) the possessory or leasehold estates, rights, titles, and interests of Borrowers in and to the real property described in attached Schedules II and III which are held pursuant to those lease agreements listed in the aforesaid Schedules II and III (referred to as the "Schedule II Real Property" and the "Schedule III Real Property", respectively); together with (b) the following:

1.02.1 All rents, issues, profits, royalties, income and other benefits derived from the Schedule II and Schedule III Real Property (collectively the "rents"), by lease thereof or otherwise, subject to the right, power and authority of Borrowers, hereinafter granted and defined, to collect and apply such rents;

1.02.2 All estate, title, right and interest of Borrowers in and to all subleases, rental agreements, management contracts, franchise and concession agreements covering the Schedule II and Schedule III Real Property or any part or parcel or portion thereof, now or hereafter existing, including, but not limited to those lease and sublease agreements listed in the attached Schedules II and III wherein Borrowers appear as lessee or sublessee, and including, but not limited to, all cash or security deposits, advance rentals, and deposits or payments of similar nature;

1.02.3 Any greater estate in the Schedule II or III Real Property owned or hereafter acquired by Borrowers and all interests, further or additional title, estate or other claims, both in law and in equity, which Borrowers now have or may hereafter acquire in the same;

1.02.4 All easements, rights-of-way and rights used in connection therewith or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and thereto;

1.02.5 Any and all buildings and improvements now or hereafter erected on the Schedule II and III Real Property including, but not limited to the fixtures, attachments, appliances, equipment, machinery and other articles attached to said buildings and improvements (the "Improvements");

1.02.6 All right, title and interest of Borrowers in and to all tangible personal property (the "Personal Property") at, in or on the Schedule II and III Real Property and used or produced for use in connection with the use, operation and/or maintenance of the same, whether affixed, annexed or not, including but not limited to those items described in Schedule I attached hereto, and: restaurant equipment, cash registers, machinery, tools, equipment (including fire sprinklers and alarm systems, air conditioning, heating, refrigerating, electronic monitoring, entertainment, recreational, window or structural cleaning rigs, maintenance, exclusion of vermin or insects, removal of dust, refuse or garbage and all other equipment of every kind), all other indoor and outdoor furniture (including

tables, chairs, planters, desks, sofas, shelves, lockers and cabinets), wall safes, furnishings, appliances (including fans, heaters, water heaters and incinerators), rugs, carpets and other floor coverings, draperies and drapery rods and brackets, awnings, window shades, venetian blinds, curtains, lamps, chandeliers and other lighting fixtures, and including any and all interest of Borrowers in and to any equipment which may be subject to any retail installment contract, conditional sale contract, or security agreement superior in lien to the security interest created herein, and Borrowers grant unto Lender a Security Interest, as defined in the Uniform Commercial Code, in the foregoing Personal Property and including all fixtures; and

1.02.7 The rights hereinafter granted in paragraphs 2.03-2.06 with respect to all the estate, interest, right, title or other claim or demand, including claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Borrowers now have or may hereafter acquire in the Schedule II and III Real Property and including interest thereon, and the rights hereinafter granted in paragraph 2.14 with respect to any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, or the whole or any part of the Schedule II and III Real Property, the Improvements or Personal Property, including without limitation any awards resulting from a change of grade of streets, awards for severance damages and any other awards for injury to or decrease in the value of the Schedule II and III Real Property or the Improvements and including interest thereon; and

1.02.8 All of the estate, right, title and interest of Borrowers, both at law and in equity, in and to any deposits of cash, securities, or other property which may be held at any time and from time to time by Borrowers as sub-lessors under any lease of the Schedule II and III Real Property, the Improvements and Personal Property, including but not limited to, prepaid rentals.

The aforesaid Real Property, including the items enumerated in 1.02.0-1.02.8 above, together with the Collateral shall be referred to collectively hereinafter as the "Mortgaged Estate." The use of the phrase "Mortgaged Estate" herein shall include both the singular and the plural and shall be deemed to be a reference to each and all items aforementioned, comprising the Mortgaged Estate, both as individual items and collectively and also parts, parcels or portions of said individual items or of the collection.

ARTICLE II
COVENANTS AND AGREEMENTS OF BORROWERS

Borrowers hereby covenant and agree:

2.01 Payments and Performance of Secured Obligations. To pay when due the principal of and the interest on all indebtedness evidenced by the Note and other Loan Documentation including all charges, fees, and sums therein provided as well as the principal and interest of any future advances secured hereby; and further, to fully and faithfully satisfy and perform during the term of the Note and any extensions thereof, all of the obligations of the Borrowers under the Note and the other Loan Documentation, the performance of the same being secured by this Indenture.

2.02 Preservation, Maintenance, Repair, Alterations. To fully and properly preserve and maintain the Mortgaged Estate by taking all such actions necessary therefor including, but not limited to regular maintenance, and repairs, and replacements of defective parts, equipment, fixtures, etc.; preventive and protective measures to avoid deterioration, loss, or damage; cleaning and janitorial services; and security services as reasonably necessary to maintain the value and safeguard the Mortgaged Estate. All of the foregoing shall be performed in a timely and workmanlike fashion and Borrowers shall pay, when due, all claims for labor performed and material furnished in fulfilling the aforesaid obligations. Borrowers further agree to comply with all laws, ordinances, regulations, covenants, conditions and restrictions now or hereafter affecting or applied to the Mortgaged Estate or requiring any maintenance, alterations, improvements, or repairs thereon or therein. Borrowers also agree not to commit waste or to permit unreasonable deterioration of the Mortgaged Estate. Borrowers agree that it will not permit any lessees or sublessees, if any, to destroy, waste or otherwise cause the unreasonable deterioration of the Mortgaged Estate or any part thereof. Borrowers shall not substantially alter any of the Mortgaged Estate without the prior written consent of Lender and Borrowers agree to keep and maintain abutting grounds, sidewalks, roads, bridges, walkways, parking and landscape areas in good and neat order and repair; and not to commit, suffer or permit any act to be done in, upon, or by use of the Mortgaged Estate in violation of any law, ordinance or regulation.

2.03 Preservation of Collateral. That the Collateral shall always remain personal property and that, if any of the Collateral is or is to become affixed to real property including,

but not limited to the Real Property, Borrowers will, on demand of Lender, furnish a disclaimer or waiver, signed by all persons having an interest in the Real Property or having any interest in the Collateral which is or may become prior to the security interest of Lender. Borrowers agree and covenant not to misuse, conceal or in any way dispose of the Collateral or use it unlawfully or for hire or contrary to the provisions of any insurance coverage or allow any tax lien against the Collateral to become delinquent. Borrowers agree to maintain the Collateral in good repair and to repair or replace the same with Collateral of like value in the event of any loss or damage to the same and to register and license the Collateral in accordance with law if necessary. In the event that any of the Collateral is stored in any bonded warehouse, Borrowers shall endorse all warehouse receipts evidencing such storage and shall deliver such warehouse receipts to Lender, duly assigned to Lender.

2.04 Required Insurance. To procure, purchase, obtain, and maintain in full force and effect with financially sound and responsible companies, such forms and types of insurance coverage as shall be, from time to time, designated by the Lender in amounts and against such risks as is customarily carried by companies engaged in the same or a similar business and operating like properties, and further as may be designated, from time to time, by Lender. The aforesaid insurance coverage or coverages shall include such loss payable clauses as are designated by and are in favor of the Lender as its interest shall, from time to time, appear. By way of example and not by way of limitation, such insurance shall include insurance of the Mortgaged Estate in an amount equal to the full insurable value of the Mortgaged Estate, against losses by fire or theft and other hazards in the form of insurance coverage sometimes known as "fire and extended coverage", collision, flood and accident, insurance against loss or damage to any items of personal property which are part of the Mortgaged Estate, workmen's compensation insurance including employer's liability coverage if required by the Lender, and public liability insurance in comprehensive form including death and bodily injury insuring against personal injury and property damage on an "occurrence basis" and affording immediate minimum protection to a limit of not less than that required by the Lender, and such other insurance as, from time to time, shall be deemed by the Lender to be required hereunder.

Flood insurance shall be obtained on the Mortgaged Premises and collateral identified by location codes A, C, T and Z on Schedule IV attached hereto, and on such other locations as Lender shall reasonably designate.

All policies of insurance required by the terms of this Indenture shall contain an endorsement or agreement by the insurer that any loss shall be payable in accordance with the terms of such policy notwithstanding any act or negligence of Lender which might otherwise result in forfeiture of said insurance and the rights of set off, counterclaim or deductions against Lender.

2.05 Delivery of Policies, Payment of Premiums. That all policies of insurance issued pursuant to the requirements aforesaid shall be issued by companies having at least a Best's "A" rating and in amounts in each company satisfactory to the Lender.

All policies of insurance subject hereto shall have attached thereto a lender's loss payable endorsement for the benefit of Lender which attachment shall be in a form satisfactory to the Lender. Borrowers shall furnish Lender with copies of all policies or with certificates of required insurance. At least thirty (30) days prior to the expiration of any such policy, Borrowers shall furnish Lender with evidence satisfactory to it of the payment of the premium and the reissuance of such policy or replacement policy continuing the required coverage in force as provided and required by this Indenture. All such policies shall contain a provision that such policies will not be cancelled or materially amended, including any reduction in the scope or limits of coverage, without at least fifteen (15) days' prior written notice to Lender. In the event that the Borrowers fail to provide, maintain, keep in force or deliver and furnish to Lender the policies of insurance required by this Indenture, Lender may procure such insurance or single-interest insurance for such risks covering the Lender's interest, and Borrowers will pay all premiums thereon promptly upon demand by Lender, and until such payment is made by Borrowers, the amount of all such premiums together with interest thereon at the rate of interest provided in the Note shall be secured by this Indenture. At the request and option of the Lender and in the event of Borrowers' failure to provide, maintain, keep in force or deliver to Lender the policies of insurance requested and required by this Indenture, Borrowers shall deposit with Lender in monthly installments, an amount equal to one-twelfth of the estimated aggregate annual insurance premiums on any or all policies of insurance required hereunder. In no event shall the foregoing be construed as a requirement that Lender accepts such deposits in lieu of the Borrowers' performance of the insurance requirements of this Indenture as previously set forth hereinabove, nor shall the payment of premiums by Lender pursuant to such provision or pursuant to any other provision hereunder, constitute a waiver of the breach and default of

Borrowers arising as a result of failure to perform the insurance requirement obligations of this Indenture. In the event that the insurance reserve provisions above-described are put into effect, Borrowers agree, upon the request of the Lender, to cause all bills, statements or other documents relating to the required insurance premiums to be sent or mailed directly to the Lender. Upon receipt of such bills, statements or other documents, and providing Borrowers have deposited sufficient funds with Lender pursuant to the foregoing formula, Lender shall pay such amounts as may be due thereunder out of the funds so deposited with it. If at any time and for any reason the funds deposited with the Lender are or will be insufficient to pay such amounts as may then or subsequently be due, Lender shall notify Borrowers and Borrowers shall immediately deposit an amount equal to such deficiency with the Lender. Notwithstanding the foregoing, nothing contained herein shall cause Lender to be deemed a trustee of said funds or to be obligated to pay any amounts in excess of the amount of funds deposited pursuant to this Indenture. Lender may commingle said reserve with its own funds and Borrowers shall be entitled to interest thereon at the then current passbook rate until such funds are expended by Lender as set forth herein.

2.06 Insurance Proceeds. That after the happening of any damage, injury, loss or casualty to the Mortgaged Estate or any part, parcel or portion thereof, Borrowers shall give prompt and immediate written notice thereof to the Lender. If there is no default under the terms of the Loan Documents and if Borrowers shall, within sixty (60) days after any such damage, injury, loss or casualty, provide to Lender a proposal for the replacement, repair, or rebuilding of the part, portion or parcel of the Mortgaged Estate which was damaged, injured, lost or subject to casualty (hereinafter referred to as "restoration"), and Lender shall, in writing, agree that the proposal is likely to result in restoration of sufficient value to the Mortgaged Estate to constitute adequate security for the obligations of the Borrowers then still outstanding pursuant to the Loan Documentation, the insurance proceeds arising from said damage, injury, loss or casualty, shall be applied to the proposed restoration. In the event that the insurance proceeds are not applied as provided in the immediately preceding sentence, then such proceeds shall be applied by the Lender to reduce the then outstanding sums secured by this Indenture and the excess, if any, shall be paid over to Borrowers.

In the event that it is determined that the insurance proceeds are to be applied to restoration, then said proceeds shall be held by the Lender as a fund for the purpose of paying

for the costs of such restoration, and disbursements in payment of such costs shall only be made upon presentation of such invoices, contracts, receipts, lien waivers, etc., as shall be deemed by the Lender to be necessary to insure that the security for the obligations of the Borrowers hereunder is not in any way impaired. In the event the proceeds shall not be sufficient to complete the proposed restoration, Borrowers shall, nevertheless, pay such funds as shall be necessary to complete such restoration in a timely fashion.

If the insurance proceeds held by the Lender shall exceed the cost of restoration, such excess shall belong to the Lender upon completion of and payment for the costs of such restoration, and such excess shall be applied to the payment of the obligations secured by this Indenture and any excess thereafter shall be paid to parties entitled thereto.

Borrowers hereby appoint and authorize the Lender, during the time that any obligations secured by this Indenture remain outstanding, to sign, execute, or indorse any and all drafts, checks or other documents necessary to obtain or receive payment of the aforesaid insurance proceeds, as attorney-in-fact for the Borrowers and in their place and stead.

2.07 Assignment of Policies Upon Foreclosure. In the event of foreclosure of this Indenture or other transfer of title or assignment of the Mortgaged Estate in extinguishment, in whole or in part, of the debt and obligations secured hereby, all right, title and interest of Borrowers in and to all policies of insurance required by this Indenture shall inure to the benefit of and pass to the successor in interest to Borrowers or the purchaser or grantee of the Mortgaged Estate. Borrowers agree to take all such actions and execute such documents and incur such additional premium charges or other costs required to procure such assignment and hereby authorizes and appoints Lender as its attorney-in-fact to do the same should Borrowers refuse or fail to do so within ten (10) days after demand therefor by Lender.

2.08 Indemnification; Subrogation; Waiver of Offset.

(a) If Lender is made a party defendant to any litigation concerning this Indenture or the Mortgaged Estate or any part thereof or interest therein, or the occupancy, ownership, or possession thereof by Borrowers or Lender pursuant to right hereunder, then Borrowers shall indemnify, defend and hold Lender harmless from all liability by reason of said litigation, including reasonable attorneys' fees and expenses incurred by

Lender in any such litigation, whether or not any such litigation is prosecuted to judgment. If Lender commences an action against Borrowers to enforce any of the terms hereof or of the Loan Documents or because of the breach by Borrowers of any of the terms hereof or of the Loan Documents, or for the recovery of any sum secured hereby, Borrowers shall pay to Lender reasonable attorneys' fees and expenses, and the right to such attorneys' fees and expenses shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment. If Borrowers breach or default upon any term of this Indenture or of the Loan Documents, Lender may employ an attorney or attorneys to protect and enforce its rights, and in the event of such employment following any breach or default by Borrowers, Borrowers shall pay Lender's reasonable attorneys' fees and expenses incurred by Lender whether or not an action is actually commenced against Borrowers by reason of breach or default. Notwithstanding the foregoing, in any suit between Borrower and Lender where Borrowers' prevail, Borrowers shall not be obligated to pay Lender's attorneys' fees.

(b) Borrowers waive any and all right to claim or recover against Lender, its officers, employees, agents and representatives, for loss or damage to Borrowers, the Mortgaged Estate, Borrowers' property or the property of others under Borrowers' control from any cause insured against or required to be insured against by the provisions of this Indenture.

(c) Except as otherwise provided by the Note, all sums payable by Borrowers hereunder shall be paid without notice, demand, counterclaim, setoff, deduction or defense and without abatement, suspension, deferment, diminution or reduction, and the obligations and liabilities of Borrowers hereunder shall in no way be released, discharged or otherwise affected (except as expressly provided herein or in the Note) by reason of: (i) any damage to or destruction of or any condemnation or similar taking of the Mortgaged Estate or any part thereof; (ii) any restriction or prevention of or interference with any use of the Mortgaged Estate or any part thereof; (iii) any title defect or encumbrance or any eviction from the Real Property or the Improvements or any part thereof by title paramount or otherwise; or (iv) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceedings relating to Lender, or any action taken with respect to this Indenture by any trustee or receiver of Lender, or by any court, in any such proceeding; whether or not Borrowers shall have notice or knowledge of any of the foregoing.

2.09 Taxes and Impositions.

(a) Borrowers agree to pay, prior to delinquency, all real and personal property taxes and assessments, general and special, and all other taxes, fees, license charges and fees, operating permits, registration fees and assessments of any kind or nature whatsoever including, without limitation nongovernmental levies or assessments such as levies or charges resulting from covenants, conditions and restrictions affecting the Mortgaged Estate, which are assessed or imposed upon the Mortgaged Estate, or become due and payable, and which create, may create or appear to create a lien upon the Mortgaged Estate, or any part thereof, (all of which taxes, assessments and other charges of like nature are hereinafter referred to as "Impositions"); provided, however, that if, by law, any such Imposition is payable, or may at the option of the taxpayer be paid, in installments, Borrowers must pay the same together with any accrued interest on the unpaid balance of such Imposition in installments as the same becomes due and before any fine, penalty, interest or cost may be added thereto for the nonpayment of any such installment and interest.

(b) If at any time after the date hereof there shall be assessed or imposed (i) a tax, license fee, or assessment on the Mortgaged Estate in lieu of or in addition to the Impositions payable by Borrowers pursuant to subparagraph (a) hereof, or (ii) a license fee, tax or assessment imposed on Lender and measured by or based in whole or in part upon the amount of the outstanding obligations secured hereby, then all such taxes, assessments or fees shall be deemed to be included within the term "Impositions" as defined in subparagraph (a) hereof, and Borrowers shall pay and discharge the same as herein provided with respect to the payment of Impositions and in the event that such Impositions are not paid by Borrowers at the request of Lender, all obligations secured hereby together with all accrued interest thereon, shall immediately become due and payable. Anything to the contrary herein notwithstanding, Borrowers shall have no obligation to pay any franchise, estate, inheritance, income, excess profits or similar tax levied on Lender or on the obligations secured hereby.

(c) Subject to the provisions of subparagraph (d) of this Section 2.09, Borrowers covenant to furnish Lender within thirty (30) days after the date upon which any such Imposition is due and payable by Borrowers, official receipts of the appropriate taxing authority, or other proof satisfactory to Lender evidencing the payments thereof.

(d) Borrowers shall have the right, before any delinquency occurs, to contest or object to the amount or validity of any such Imposition by appropriate legal proceedings, but this shall not be deemed or construed in any way as relieving, modifying or extending Borrowers' covenant to pay any such Imposition at the time and in the manner provided in this Section 2.09, unless Borrowers have given prior written notice to Lender of Borrowers' intent to so contest or object to any Imposition, and unless, at Lender's sole option, (i) Borrowers shall demonstrate to the satisfaction of Lender that the legal proceedings shall conclusively operate to prevent the sale of the Mortgaged Estate, or any part thereof, to satisfy such Imposition prior to final determination of such proceedings; or (ii) Borrowers shall furnish a good and sufficient bond or surety as requested by and satisfactory to the Lender; or (iii) Borrowers shall have provided a good and sufficient undertaking as may be required as permitted by law to accomplish a stay of such proceedings.

(e) In the event of any single failure by Borrowers to pay any Imposition prior to its delinquency or to contest the same as above-provided, at the sole option and request of Lender, Borrowers shall pay to Lender a reserve for such Imposition or all or any Impositions, as Lender shall elect, as follows. For each Imposition for which Lender requires a reserve, Borrowers shall pay to Lender, on the day of each month specified in the Note for the payment of interest installments, an amount equal to one-twelfth of the annual amount of that Imposition, as reasonably estimated by the Lender. If Lender requires such reserve, Borrowers shall cause all bills, statements or other documents relating to the Impositions for which such reserves are required, to be sent or mailed directly to the Lender. Upon receipt of such bills, statements or other documents, and providing that Borrowers have deposited sufficient funds with Lender hereunder, Lender shall pay such amounts as may be due thereunder out of the deposited funds. If at any time and for any reason the funds deposited with Lender for any Imposition are insufficient to pay such amounts as may then or subsequently become due for that Imposition, Lender shall notify Borrowers and Borrowers shall immediately deposit an amount equal to such deficiency with the Lender. If funds are not deposited as required hereunder, Lender may at its discretion, impound and reserve from interest and/or principal payments such sums as shall be necessary to satisfy this deposit requirement. Notwithstanding the foregoing, nothing contained herein shall cause Lender to be deemed a trustee of said funds or to be obligated to pay any amounts in excess of the amount of deposited funds. Lender agrees to pay interest on any

sums deposited hereunder until such sums are needed to pay any Imposition, at Lender's then current passbook rate. Should Borrowers fail to deposit with Lender sums sufficient to fully pay, before delinquent, such Impositions for which reserves are required hereunder, or shall fail to pay, when due, Impositions not covered by the reserve requirements hereunder, Lender may, at its election, but without any obligation to do so, advance any amounts required to make up any deficiency or to pay any unpaid Imposition. Such advances, if any, shall be secured hereby and shall be repayable to Lender upon demand therefor together with interest accruing from date of advance by Lender until payment by the Borrowers at the rate specified in the Note. At the option of Lender, the amounts advanced hereunder may be added to the obligations of the Note and be repayable and governed by the provisions of the Note and other Loan Documents. Should any default occur or exist on the part of Borrowers in the payment or performance of any of Borrowers' obligations under the terms of the Loan Documents, Lender may, at any time at its option, apply any sums or amounts received pursuant to the deposit requirements hereunder or received by it as rents or income of the Mortgaged Estate or otherwise, upon any indebtedness or obligations of Borrowers secured hereby in such manner and order as it may elect. Lender agrees that the receipt, use or application of any such sums paid by Borrowers to Lender hereunder shall not be construed to affect the maturity of any indebtedness secured by this Indenture or any of the rights or powers of Lender under the terms of the Loan Documents or any of the obligations of Borrowers under the Loan Documents.

2.10 Utilities. To pay when due all utility charges which are incurred by Borrowers for the benefit of the Mortgaged Estate or which may become a charge or lien against the Mortgaged Estate for gas, electricity, water, garbage or sewer services furnished to the Mortgaged Estate and all other assessments or charges of a similar nature, whether public or private affecting the Mortgaged Estate or any portion thereof, whether or not such taxes, assessments or charges are liens thereon.

2.11 Actions Affecting Mortgaged Estate. To appear in and contest any action or proceeding purporting to affect the Mortgaged Estate as security hereof or the rights or power of Lender and to pay all costs and expenses, including cost of evidence of title and attorneys' fees, in any such action or proceeding in which Lender may appear.

2.12 Actions by Lender to Preserve Mortgaged Estate. That should Borrowers fail to make any payment or to do any act as

and in the manner provided in any of the Loan Documents or in any documents or agreements relating to accounts, leases, subleases, or other contractual rights assigned hereunder, Lender in its own discretion may (and in the exercise of good faith), without obligation so to do, without releasing Borrowers from any obligation, and without any continuing obligation thereafter to do so, make or do the same in such manner and to such extent as it may deem necessary to protect the security hereof. In connection therewith and upon prior notice to Borrowers and in the absence of Borrowers' good faith undertaking to diligently cure such breach or default, as determined in the sole discretion of Lender (and without limiting its general powers), Lender shall have and is hereby given the right, but not the obligation, (i) to enter upon and take possession of the Mortgaged Estate; (ii) to make necessary additions, alterations, repairs and improvements to the Mortgaged Estate which it may consider necessary or proper to keep the Mortgaged Estate in good condition and repair; (iii) to pay, perform, purchase, contest or compromise any obligation, encumbrance, claim, charge, lien, rent or debt which in the judgment of Lender may affect or appears to affect the security of this Indenture or any estate, contract, right, or interest granted pursuant hereto or which may be prior or superior hereto; and (iv) in exercising such powers, to pay necessary expenses, including employment of counsel or other necessary or desirable consultants, except that Lender may, at any time and without prior notice to Borrowers, appear and participate in any action or proceeding affecting or which may affect the security hereof or the rights or powers of Lender and in connection therewith, pay necessary expenses of counsel or other necessary or desirable consultants. Borrowers shall, immediately upon demand therefor by Lender, pay all costs and expenses incurred by Lender in connection with the exercise by it of the foregoing rights, including without limitation, costs of evidence of title, court costs, appraisals, surveys and attorneys' fees. The taking of possession of the Mortgaged Estate and the entry thereon for such purpose by Lender shall not impair or excuse any of the then existing obligations of Borrowers to Lender (including costs and expenses incurred and interest accruing). It is agreed that the exercise by Lender of any rights granted under this paragraph 2.12 shall not constitute an acceptance of the assignment by Borrowers of any Schedule II or III Real Property or estate, right, title or interest therein unless Lender shall affirmatively declare such acceptance, nor shall such exercise constitute an assumption of any obligations of the Borrowers.

2.13 Survival of Warranties. All representations, warranties and covenants of the Borrowers contained herein or in the Loan Documents or incorporated herein by reference, shall survive the close of the loan evidenced by the Note and shall remain continuing obligations, warranties and representations of Borrowers during any time when any portion of the obligations secured by this Indenture remain outstanding.

2.14 Eminent Domain. That should the Real Property or the Improvements or part thereof or interest therein, be taken or damaged by reason of any public improvement or condemnation proceeding, or in any other manner ("Condemnation"), or should Borrowers receive any notice or other information regarding such proceeding, Borrowers shall give prompt written notice thereof to Lender.

(a) Subject to the provisions of subparagraphs (b) and (c) hereinafter, Lender shall be entitled to receive and to hold all compensation, awards and other payments of relief for such taking or damage. Lender shall also be entitled, at its own option, to commence, appear in and prosecute in its own name as its interests may appear, any actions or proceedings related to, connected with or which could in any way influence or affect the aforesaid taking and damage. In the event that Borrowers do not make appearance in such actions or proceedings, Lender shall have full power to affect settlement for and on behalf of itself and of Borrowers. Any and all compensation, awards, damage, rights of action and proceeds awarded to Borrowers in such an action, proceeding or actions, shall be and are hereby assigned to Lender and Borrowers agree to execute such further assignments of such proceeds as Lender shall deem necessary. Lender agrees to pay interest on such proceeds at Lender's then current passbook rate, or to apply such proceeds to the Borrowers' obligations pursuant to the Note if Borrowers are in default under the Loan Documents.

(b) In the event that a portion of the Real Property or the Improvements is so taken and damaged, and in the event that Borrowers shall then elect in writing furnished to Lender, to repair or restore the portion of the Real Property or Improvements so taken or damaged, Lender shall pay over to Borrowers said proceeds as and to the extent such proceeds are required to pay for such reparation or restoration, provided, however, that Lender shall not be required to make such payment if the proposed restoration or reparation will, in its reasonable judgment result in impaired security for Borrowers' obligations, and provided further, that any payments of proceeds to the

Borrowers may be conditioned on the provision of invoices, bills, orders, contracts, receipts, lien waivers and other documentation as shall be reasonably required by Lender. Any excess proceeds after such reparations or restorations shall be applied to reduce the then outstanding obligations of Borrowers under the Loan Documentation. All excess cost of repair or restoration shall be paid by Borrowers and completion shall be accomplished promptly.

(c) The election by Borrowers to have the proceeds of any taking or damage applied to repair or restoration shall only be available if the Borrowers are not in default of any obligations secured hereby. If such default shall exist at the time that proceeds are paid pursuant to any condemnation or eminent domain proceeding for taking or damage, then the disposition of the proceeds shall be left to the sole discretion of Lender who may apply the same to reduction of the outstanding obligations of the Borrowers under the Loan Documents, or may be applied to restoration, repair, or replacement of the Real Property or Improvements upon such conditions and provisions as Lender may elect. Application of the proceeds pursuant to this subparagraph shall not operate as a waiver or release with regard to any default of the Borrowers.

2.15 Liens. To pay and promptly discharge, at Borrowers' cost and expense, all liens, encumbrances and charges upon the Mortgaged Estate, or any part thereof or interest therein; provided that the existence of any mechanic's, laborer's, materialman's, supplier's or vendor's lien or right thereto shall not constitute a violation of this paragraph if payment is not yet due under the contract which is the foundation thereof and if such contract does not postpone payment for more than sixty (60) days after the performance thereof. Borrowers shall have the right to contest in good faith the validity of any such lien, encumbrance or charge, provided Borrowers shall first deposit with Lender a bond or other security satisfactory to it in such amounts as it shall reasonably require, but not less than one and one-quarter of the amount of the claim, provided further that Borrowers shall thereafter diligently proceed to cause such lien, encumbrance or charge to be removed and discharged. If Borrowers shall fail to immediately discharge any such lien, encumbrance or charge or to post appropriate bonds therefor or to proceed with diligence in any contest thereof, then, in addition to any other right or remedy of Lender, it may, but shall not be obligated to, discharge the same, either by paying the amount claimed to be due, or by procuring the discharge of such lien by depositing in court a bond or the amount claimed or otherwise giving security for such claim,

or in such manner as is or may be prescribed by law or by proceeding on Borrowers' behalf to prosecute any contest to completion, and any and all costs, liabilities, and advances incurred or paid by Lender, including attorneys' fees, shall be paid by Borrowers upon demand therefor, or, at the option of Lender, may be added to the obligations secured hereby. All such costs, liabilities and advances shall bear interest at the rate specified in the Note from the date incurred or paid until paid by Borrowers. At the discretion of Lender such amounts may be added to the obligations of Borrowers under the Note.

2.16 Powers of Lender. Without affecting the liability of any other person liable for the payment of any obligation herein mentioned, and without affecting the lien or charge of this Indenture upon any portion of the Mortgaged Estate not then or theretofore released as security for the full amount of all unpaid obligations, Lender may, from time to time (i) release any person so liable, (ii) extend the maturity or alter any of the terms of any such obligation, (iii) grant other indulgences, (iv) release or reconvey, or cause to be released or reconveyed at any time at the option of Lender any parcel, portion or all of the Mortgaged Estate, (v) take or release any other or additional security for any obligation herein mentioned, (vi) make compositions or other arrangements with debtors in relation thereto, (vii) consent in writing to the making of any map, plat, diagram or drawing thereof, (viii) join in granting any easement or creating any restriction thereon, or (ix) join in any extension agreement or any agreement subordinating the lien or charge hereof.

2.17 Tradenames. At the request of Lender, Borrowers shall execute a certificate in form satisfactory to Lender listing the tradenames or business names under which Borrowers intend to operate and do business, and also representing and warranting that Borrowers do business under no other tradenames or business names with respect to the Mortgaged Estate. Borrowers shall immediately notify Lender in writing of any change in said trade or business names and will, upon request of Lender execute any additional financing statements and other certificates revised to reflect the change in trade or business name.

2.18 Execution of Documents and Further Assurances. To join in executing or to execute as appropriate, and at the request of Lender, all necessary financing statements, mortgages, trust deeds and other documents evidencing the security interests hereunder, all in forms satisfactory to the Lender, and to pay the cost of filing or recording such statements and documents.

Borrowers will also, from time to time, at the reasonable request of Lender execute supplementary security agreements, financing statements, mortgages or equivalent security or lien instruments and other instruments of further assurance with respect to the Mortgaged Estate, any part thereof and additions thereto, provided that no additional liability shall be incurred by Borrowers in the event that the same shall be inconsistent with the provisions of the Loan Documents, and the cost of filing or recording the same shall be paid by Borrowers.

2.19 Rights of Access, Inspection, Duty to Furnish Information. To allow Lender, its authorized agents, officers, and/or employees full and complete access to any of the Mortgaged Estate during regular business hours for the purpose of inspection, examination, or audit thereof (hereinafter collectively "inspections"). Such access shall be granted irrespective of prior notice, and the agents, officers, and employees of Borrowers shall fully cooperate in facilitating such access, allow all inspections requested and allow entry upon premises owned or controlled by Borrowers. In addition, Borrowers shall provide, upon reasonable notice from Lender, the opportunity to have such access and conduct such inspections at other than ordinary and regular business hours. If any of the Mortgaged Estate is located or situate in or upon any property which is not part of the Mortgaged Estate or owned or otherwise controlled by Borrowers, the Borrowers shall cooperate fully with Lender to arrange for access for inspection purposes. The rights of inspection granted hereunder shall also extend to the books, files, ledgers, accounts, and records of the Borrowers and of Borrowers' subsidiaries. This right of inspection shall be in addition to and supplementary to the obligations of the Borrowers set forth in the Loan Agreement to provide certain financial and operating information relating to the Borrowers. Borrowers shall also furnish all other and additional information which the Lender shall reasonably require in exercise of its inspection rights as granted hereunder or as shall be reasonably required by the Lender to assess the status of the security for the obligations of the Borrowers which are secured hereby. Lender shall be privileged at any time and at Lender's expense to audit, and make abstracts or copies of all books of account or records kept by Borrowers or by any agents or employees of Borrowers employed or used in making collections of accounts and respecting all proceeds of any accounts. Lender's rights of inspection herein shall be subject to the Borrowers' reasonable regulations with respect to trade secrets and confidentiality as to third-parties.

2.20 Location of Collateral. The location of the Collateral or records is as set forth in Schedule IV hereto and the Borrowers shall not remove the Collateral or records from the locations therein specified without obtaining the prior written consent of Lender.

2.21 Alienation of Mortgaged Estate. Borrowers will not, without the written consent obtained in advance from Lender, sell, contract to sell, lease, sublease, encumber, or otherwise dispose of the Mortgaged Estate or any interest in the Mortgaged Estate until this Indenture and all obligations secured hereby have been fully satisfied.

2.22 Marking Records. To mark, legend, stamp or otherwise indicate at the option of the Lender, the existence of this Indenture and the date hereof on all Borrowers' books and on any financial statements issued by the Borrowers to any person, firm or corporation and, also at the option of the Lender, to clearly designate each part of the Collateral and in the ledger in which it appears as being subject to this Indenture in the form or manner which Lender deems appropriate.

2.23 Direct Notification and Collection. The Lender shall have the authority, but shall not be obligated to: (i) notify any or all lessees or sublessees of Schedules II and III Property of the existence of the Lender's security interest and to direct such persons to pay or remit all sums due or to become due directly to the Lender or to its nominee or nominees; (ii) in the name of the Borrowers or otherwise, to demand, collect, receive and receipt for, compound, compromise, settle and give acquittance for, and in respect of any or all of the Mortgaged Estate; (iii) require Borrowers to deposit any and all proceeds from the Schedules II and III Property on a daily basis in a special account or accounts with Lender; (iv) cause Borrowers to deliver to Lender such books, records, documents and instruments in Borrowers' possession as may relate to the Mortgaged Estate and as may be necessary to facilitate collections of leases and subleases or the enforcement of the obligations of lessees and sublessees including but not limited to correspondence, records, books and other instruments relating thereto; (v) take any action which the Lender may deem necessary or desirable in order to realize on the Mortgaged Estate, including without limitation, the power to perform any contract, to indorse in the name of Borrowers any checks, drafts, notes or other instruments or documents received in payment of or on account of the Mortgaged Estate. Borrowers will use diligence in the enforcement and collection of all leases

and subleases and proceeds thereof until receipt of notice from Lender to notify all lessees or sublessees of the existence of their security interest. Borrowers will hold all of the proceeds of such collections in trust for Lender and will not commingle the same with any other funds or property of the Borrowers and will account to Lender for the collection of all proceeds of the Mortgaged Estate. Lender's authorized agents shall (should Lender deem it necessary or advisable) at all reasonable times have the right to be present at Borrowers' place of business to receive all communications and remittances relating to the Mortgaged Estate. Notwithstanding any election by Lender to effect such direct collections of leases or subleases, Borrowers agree to pay all expenses and costs of such collections including reasonable attorneys' fees incurred by Lender. Lender shall have the right but not the obligation to perform any obligations of Borrowers on any Schedule II and III leases or subleases and the same shall not constitute an assumption of such obligations by Lender unless Lender shall affirmatively and expressly so elect.

ARTICLE III
WARRANTIES

3.01 Warranties of Rights in Real Property. Borrowers lawfully possesses the Real Estate and have the full right and power to assign, transfer, convey, grant, or mortgage their interest therein to the Lender as collateral security under this Indenture. Borrowers agree to warrant and defend the Real Property, including leaseholds thereon assigned hereby to Lender, as mortgagee, on behalf of Lender, its successors and assigns, against any and all adverse claims and demands of all persons or entities whomsoever. Borrowers further covenant and warrant with respect to the Real Property that any leases or demises or other contracts pertaining thereto under which rents, royalties, profits etc., are paid by the Borrowers as Lessees, are in full force and effect and that there exist no breaches of the obligations of the Borrowers with respect to the same. Borrowers shall continue to perform fully and in a timely fashion all of its obligations as Lessee or otherwise under the foregoing leases or demises or other contracts affecting the Real Property during the full terms of the same and so long as there shall be outstanding obligations of the Borrowers secured hereby. The defense of the interest of the Borrowers in the Real Property, the full performance of the aforesaid obligations as Lessee or otherwise, and the payment, collection and enforcement of the rents, royalties, profits, etc., aforesaid shall be at the cost and expense of the Borrowers,

including the payment of any and all costs of court and attorneys' fees incurred. Lender shall have the right, but not the obligation to take action to defend the title and right of Borrowers in the Real Property, perform the obligations of the Borrowers, or pay the rents, royalties, profits, etc., and Borrowers shall, upon demand therefor, immediately reimburse Lender for all costs and expenses incurred in so doing, including reasonable attorneys' fees. The sums demanded by Lender shall bear interest from the date that the same are incurred until paid by the Borrowers at the same rate of interest specified in the Note. Exercise by Lender of any of the aforesaid rights shall not constitute an acceptance of the assignment of Schedules II or III Real Property unless and until Lender shall affirmatively so elect.

3.02 Title Insurance and Assurance. Borrowers agree and do herewith deliver to, pay for and will maintain with Lender until the obligations and indebtedness secured hereby are paid and performed in full, such evidence of title or policies of title insurance and any extensions or renewals thereof or supplements thereto, as shall be required by Lender with respect to the Real Property.

3.03 Warranties as to Collateral. Borrowers warrant and covenant with respect to the Collateral as follows:

With respect to all Collateral hereunder, Borrowers have, or will acquire, title to and will at all times keep the Collateral free of all liens and encumbrances, except the security interest created hereby, and that Borrowers have full power and authority to execute this Indenture, to perform the obligations hereunder and under the Loan Documents, and to subject the Collateral to the security interest created hereby. No financing statement covering all or any part of the Collateral, except any which may have been filed by Lender, is on file in any public office.

ARTICLE IV DEFAULT AND REMEDIES

4.01 Events of Default. Time is strictly of the essence in this Indenture and in all of the Loan Documents. Any of the following events shall be deemed and constitute a "default" hereunder:

(a) Failure to pay the principal of the Note when due or within ten days thereafter, or failure to pay any interest on the Note within ten (10) days after any such interest becomes due; or (ii) with five (5) days of the sending by Lender of written notification of Borrowers' failure to have made payment as agreed, whichever date be later.

(b) Any representation or warranty made by the Borrowers in this Indenture, in any of the Loan Documents or in any certificate, financial statement or other statement furnished by the Borrowers pursuant thereto, is untrue in any material respect at the time when made; or

(c) Default by the Borrowers in the observance or performance of any other covenant or agreement contained in this Indenture or in any of the Loan Documents, and the continuance of the same unremedied for a period of thirty (30) days after notice thereof shall have been given to Borrowers by Lender pursuant to the provisions of the Loan Agreement;

(d) The Borrowers shall (1) default in the payment of any lease or sublease payments due with respect to any of the Real Property or default in the payment of principal or interest on any obligation for borrowed money in excess of Twenty-Five Thousand Dollars (\$25,000.00) (other than the Note) or for the deferred purchase price of property beyond the period of grace, if any, provided with respect thereto, or (2) default in the performance or observance of any other term, condition or agreement contained in any such obligation including contingent obligations, or in any agreement relating thereto if the effect of such default is to cause, or permit the holder or holders of such obligation (or a trustee on behalf of such holder or holders) to cause, such obligation to become due prior to its stated maturity; or

(e) Filing by the Borrowers or any of them of a voluntary petition in bankruptcy or a voluntary petition or an answer seeking reorganization, arrangement, readjustment of its debts or for any other relief under the Bankruptcy Act, as amended, or under any other insolvency act or law, state or federal, now or hereafter existing, or any action by the Borrowers indicating consent to, approval of, or acquiesce in, any such

petition or proceeding; the application by the Borrowers for, or the appointment by the consent or acquiescence of, a receiver or trustee of the Borrowers for all or a substantial part of the Mortgaged Estate; the making by the Borrowers of an assignment for the benefit of creditors; the admission of the Borrowers in writing of its inability to pay its debts as they mature; or

(f) Filing of an involuntary petition against the Borrowers in bankruptcy or seeking reorganization, arrangement, readjustment of their debts or for any other relief under the Bankruptcy Act, as amended, or under any other insolvency act or law, state or federal, now or hereafter existing; or the involuntary appointment of a receiver or trustee of the Borrowers for all or a substantial part of its property; or the issuance of a warrant of attachment, execution or similar process against any substantial part of the property of the Borrowers; and the continuance of any of such events for sixty (60) days undismissed, unbonded or undischarged; or

(g) All or any substantial part of the property of the Borrowers shall be condemned, seized or otherwise appropriated, or custody or control of such property shall be assumed by any governmental agency or any court of competent jurisdiction at the instance of any governmental agency, and shall be retained for a period of thirty (30) days, such that, in the reasonable estimation of Lender, a substantial impairment of the Collateral results; or

(h) The issuance of a writ of attachment, or execution or garnishment or warrant of distraint against all or any part of the Mortgaged Estate which continues unstayed and unreleased for a period of sixty (60) days; or

(i) Any of the Loan Documents shall, except with the prior consent of Lender, for any reason cease to be in full force and effect; or

(j) The happening of any event resulting in a material adverse change in the financial condition of Borrowers which in the opinion of Lender substantially and adversely affect Borrowers' ability to punctually observe and keep any term, covenant, agreement, or provision of this Indenture or any of the Loan

Documents. Then, and in any such event, Lender may, by notice of default given to Borrowers, (1) terminate forthwith the Commitment as set forth in the Loan Documents; and/or (2) declare all of the Notes outstanding hereunder to be forthwith due and payable, whereupon the principal amount of all outstanding Notes together with accrued interest thereon, shall become immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived, anything contained herein or in the Notes to the contrary notwithstanding; and/or (3) proceed to enforce any of its remedies under the Loan Documentation, including this Indenture.

4.02 Remedies upon Default, Acceleration, etc. Upon the occurrence of any default, as described in the foregoing Paragraph 4.01, in addition to the remedies set forth therein and in the Loan Documents, thereafter, the Lender may:

(a) Either in person, or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court of competent jurisdiction and without regard to the adequacy of its security, enter upon and/or take possession of the Mortgaged Estate, or any part thereof, in its own name or in the name of Borrowers, and exclude Borrowers, their agents, servants, and employees therefrom (and Borrowers agrees that in such event, Borrowers shall surrender actual possession of the Mortgaged Estate, including the Real Property to the Lender) and do any acts which it deems, in the exercise of good faith, to be necessary or desirable to preserve the value, marketability, or rentability of the Mortgaged Estate, or part thereof or interest or estate therein, increase the income therefrom or protect the security hereof. The entry upon and/or taking possession of the Mortgaged Estate shall not cure or waive any default or invalidate any act done in response to such default or pursuant to any notice of default or constitute acceptance of Borrowers' assignment of their estate, right, title and interest in Schedules II and III Property (unless and to the extent that affirmative acceptance is elected by Lender) and, notwithstanding the continuance in possession of the Mortgaged Estate, Lender shall be entitled to exercise every right and remedy provided for in this Indenture or in any of the Loan Documents or by law upon occurrence of any such default;

(b) With or without possession of the Mortgaged Estate, notify any and all persons obligated to pay rent, royalties, issue, or other amounts with respect to the Mortgaged Property or accounts, that the same have been assigned, pursuant hereto, to Lender and that all payments from and after the date of said notice are to be remitted and paid to the Lender at the address specified in said notice. Thereafter, the Lender shall have full right and authority to accept, receive and receipt all such monies and amount paid pursuant to the foregoing and to take all such actions as shall be necessary to collect the same, including such judicial or other action as shall be necessary, and including signing or endorsing for and on behalf of the Borrowers, as their attorney-in-fact, any and all checks, drafts, notes, documents and instruments paid by the aforesaid persons to the Borrowers. All such sums received and collected pursuant to the foregoing to be applied against the obligations and indebtedness of Borrowers to Lender and to the payment of costs and expenses as hereinafter more fully set forth.

(c) Hold, operate and manage the Mortgaged Estate either in person or by an agent and make all needful repairs and such alterations, additions, advances and improvements as Lender may deem to be appropriate and to pay the expenses of such repairs, operation, holding, management, alterations, additions and improvements;

(d) Commence an action to foreclose this Indenture, appoint a receiver, exercise any other remedies available under applicable law or specifically enforce any of the covenants hereof;

(e) Any sale pursuant to the foregoing shall, to the extent permitted by law, be a perpetual bar, both at law and in equity, against Borrowers and all persons and corporations lawfully claiming by or through or under Borrowers; and Lender is irrevocably appointed and authorized to be true and lawful attorney-in-fact of Borrowers, in their name and stead, for the purpose of effectuating any such sale, to execute and deliver all necessary conveyances, assignments, bills of sale and other instruments with power to substitute one or more persons or corporations with like power; provided that Borrowers shall ratify and confirm any such sale or transfer if Lender so requires by delivering all proper

conveyances or other instruments to such persons or corporations as may be designated in any such request.

(f) Neither Borrowers nor anyone claiming by, through or under Borrowers, to the extent that Borrowers may so agree under the laws of the applicable jurisdiction, shall or will set up, claim or seek to take advantage of any appraisal, valuation, stay, extension or redemption laws now or hereafter in force under the laws of the applicable jurisdiction, which might prevent or hinder the enforcement or foreclosure of this Indenture, or the absolute and final sale of the Mortgaged Estate at foreclosure sale, or the final and absolute putting into possession the Purchaser thereof immediately after such sale; and Borrowers, for themselves and all who may claim under them, hereby waive, to the full extent that they may lawfully so do under the laws of the applicable jurisdiction, the benefit of all such laws, including redemption rights, and any and all right to have the Mortgaged Estate marshalled upon any foreclosure of the lien hereof and agrees that Lender or any court having jurisdiction to foreclose such lien may sell the Mortgaged Estate as an entirety.

(g) Lender may exercise any or all of the remedies available to a secured party under the Uniform Commercial Code of the applicable jurisdiction, including but not limited to: (i) either personally or by means of a court appointed receiver, take possession of all or any of the Collateral and exclude therefrom Borrowers and all others claiming under Borrowers, and thereafter hold, lease, use, operate, manage, maintain and control, make repairs, replacements, alterations, additions and improvements to and exercise all rights and powers of Borrowers in respect to the Collateral or any part thereof, and in the event Lender demands or attempts to take possession of the Collateral or any part thereof in the exercise of any rights under any of the Loan Documents, including this Indenture, Borrowers promise and agree to promptly turn over and deliver complete possession thereof to Lender or its designated agents; (ii) without notice to or demand upon Borrowers, make such payments and do such acts as Lender may deem necessary to protect its security interest in and to the Collateral, including without limitation, paying, purchasing, contesting or compromising any encumbrance, charge or lien which is

prior to or superior to the security interest granted hereunder, and in exercising any such powers or authority to pay all expenses incurred in connection herewith; (iii) require Borrowers to assemble the Collateral at such place or places as Lender may reasonably designate and to promptly deliver such Collateral to Lender or its agent or agents or other representative, and Lender, and its duly authorized agents and representatives shall have the right to enter upon any or all of Borrowers' premises and property to exercise the rights granted hereunder; and/or (iv) sell, lease or otherwise dispose of the Collateral at public sale, with or without having the Collateral at the place of sale and upon such terms and in such manner as Lender shall determine, including the sale of the Collateral on credit or for cash or arrange for other disposition, including lease thereof, at private sale or in private negotiation, and Lender may be a purchaser at any such sale. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender shall give Borrowers at least ten (10) days prior written notice of the time and place of any public sale of the Collateral or other intended disposition thereof. Such notice may be mailed to Borrowers at the address set forth herein in the notice provisions.

4.03 Waiver of Default. The waiver by Lender of any default shall not constitute a waiver of any other or subsequent default. In the event that Lender shall have proceeded to enforce any right hereunder and such proceeding shall have been discontinued or abandoned for any reason, then in every such case, Borrowers and Lender shall be restored to their former positions and rights hereunder with respect to the Mortgaged Estate, and all rights, remedies and powers of the Lender shall continue as if no such proceeding had been commenced. No failure by Lender to exercise a remedy or take an action authorized hereunder upon the default of Borrowers shall constitute a waiver of such default or the remedy or remedies provided therefor. Waiver of a default on one occasion shall not constitute a waiver for any future default of a similar or of the same nature.

4.04 Acceleration Charge. Upon acceleration for any reason, Borrowers shall pay an acceleration charge equal to five percent (5%) of the then outstanding unpaid principal balance of the Note. Borrowers agree and acknowledge that, upon acceleration of the indebtedness and obligations secured hereby, Lender shall be entitled to damages for the detriment caused thereby (in

addition to any specifically measurable damages such as attorneys' fees, and other costs and expenses) but that it would be extremely difficult and impracticable to ascertain the exact extent of such damages. Borrowers and Lender, therefor, agree that a reasonable estimate of such damages must be based, in part, upon the availability of alternative loan placement opportunities to Lender and that a five percent (5%) charge upon acceleration would not unreasonably compensate Lender for damages sustained as a result of the disruption of the orderly loan placement and repayment process.

4.05 General Application of Proceeds. Lender may apply the proceeds of any collections of rents, issues and profits, or of any sale as above-described, first, to the costs and expenses of taking, holding, managing, collecting etc., the Mortgaged Estate (including all expenses, advances, and expenditures authorized hereinabove, and including reasonable attorneys' fees and costs of court) and/or the costs and expenses of such sale and all proceedings in connection therewith, including but not limited to, attorneys' fees and expenses and including reasonable compensation to employees and agents of Lender; next, to the payment of any disbursements made by Lender for Impositions as previously described; next, to the repayment of any other disbursements or advances made by Lender pursuant to the provisions of this Indenture or pursuant to the provisions of any of the Loan Documents; next to the payment of the interest outstanding and then to the unpaid principal sums secured hereby; and next, to the payment of any other obligations of Borrowers to Lender; and the remainder, if any shall be paid to persons entitled thereto, into court, or to Borrowers, as shall be deemed by Lender to be appropriate.

4.06 Appointment of Receiver. In the event a default described in Paragraph 4.01 of this Indenture shall have occurred, Lender, as a matter of right and without notice to Borrowers or anyone claiming under Borrowers, and without regard to the then value of the Mortgaged Estate or the interest of Borrowers therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Mortgaged Estate, and Borrowers hereby irrevocably consent to such appointment and waives notice of any application therefor. Any such receiver or receivers shall have all the usual powers and duties of Lender in case of entry as provided hereinabove, and shall continue as such and exercise all such powers until the date of confirmation of sale of the Mortgaged Estate unless such receivership is sooner terminated.

4.07 Remedies not Exclusive. Lender shall be entitled to enforce payment and performance of any indebtedness or obligations secured hereby and to exercise all rights and powers under this Indenture or under any Loan Document or other agreement or any laws now or hereafter in force, notwithstanding some or all of the said indebtedness and obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Indenture nor its enforcement whether by court action or other powers herein contained, shall prejudice or in any manner affect the right of Lender to realize upon or enforce any other security now or hereafter held by it, it being agreed that it shall be entitled to enforce this Indenture and any other security now or hereafter held by it in such order and manner as it may in its absolute discretion determine. No remedy herein conferred upon or reserved to Lender is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder, or pursuant to any Loan Document now or hereafter existing at law or in equity or by statute. Every power or remedy given by any of the Loan Documents to Lender or to which it may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Lender and it may pursue inconsistent remedies simultaneously.

ARTICLE V
MISCELLANEOUS

5.01 Governing Law. This Indenture and all other Loan Documents shall be interpreted and governed by the laws of the State of Utah. In the event that any provision or clause of any of the Loan Documents conflicts with applicable laws, such conflicts shall not affect other provisions or parts of the same provision of such Loan Documents which can be given effect without the conflicting provision or part of a provision, and to this end the provisions of the Loan Documents are declared to be severable. Neither this Indenture nor any provisions hereof can be waived, changed, discharged or terminated except by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought.

5.02 Limitation of Interest. It is the intent of Borrowers and Lender in the execution of this Indenture, the Note and all other instruments securing the Note to contract in strict compliance with the laws of the State of Utah and the laws of the

applicable jurisdiction governing the enforcement by judicial proceedings of the remedies available to Lender pursuant to this Indenture or any of the Loan Documents. The parties hereto, Lender and Borrowers stipulate and agree that none of the terms and provisions contained in the Loan Documents shall ever be construed to create a contract for the use, forbearance or detention of money requiring payment of interest at a rate in excess of the maximum interest rate permitted to be charged by the laws of the State of Utah (or the laws of any applicable jurisdiction in the event that the laws of the State of Utah are deemed by any court of such other jurisdiction, to be inapplicable). Borrowers or any guarantor, endorser or other party now or hereafter becoming liable for the payment of the Note shall never be liable for unearned interest on the Note and shall never be required to pay interest on the Note at a rate in excess of the maximum interest that may be lawfully charged under the laws of the State of Utah (or the laws of such other applicable jurisdiction) and the provisions of this paragraph shall control over all other provisions of the Note and any other Loan Document executed in connection herewith which may be in apparent conflict herewith. In the event any holder of the Note shall collect monies which are deemed to constitute interest which would increase the effective interest rate on the Note to a rate in excess of that permitted to be charged by the laws of the State of Utah (or the laws of such other applicable jurisdiction), all such sums deemed to constitute interest in excess of the legal rate shall be immediately returned to Borrowers upon the final judicial determination to such effect of any court of such other jurisdiction.

5.03 Notices. Unless otherwise provided by statute, whenever Lender or Borrowers shall desire or be required to give or serve any notice, demand, request or other communication with respect to this Indenture, each such notice, demand, request or other communication shall be sent in accordance with the provisions of the Loan Agreement and in writing, and shall be effective when and only if the same is delivered by personal service or deposited in the mail certified mail, postage prepaid, return receipt requested, addressed to the address set forth below. Any party may at any time change its address for such notices by delivering or mailing to the other parties hereto, as aforesaid, a notice of such change. The addresses of the parties hereto at the time of the execution hereof are:

BORROWERS:

Scott M. Waldron
Barbara J. Waldron
c/o:
Suite 1010, Beneficial Life Tower
36 South State Street
Salt Lake City, Utah 84111

and

Dean R. Lindsay
Joan B. Lindsay
1251 North Grove Drive
Alpine, Utah

LENDER:

First Security Bank of Utah, N.A.
405 South Main Street
Salt Lake City, Utah 84111
Attn: Lynn Bradford
Vice President

5.04 Captions. The captions or headings at the beginning of each Paragraph and Article hereof are for the convenience of the parties and are not a part of this Indenture.

5.05 Invalidity of Certain Provisions. If the lien of this Indenture is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Mortgaged Estate, the unsecured or partially secured portion of the debt shall be completely paid prior to the payment of the remaining and secured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the debt which is not secured or fully secured by the lien of this Indenture.

5.06 Subrogation. To the extent that proceeds of the Note are owed or contemplated to be used to pay any outstanding lien, charge or prior encumbrance against the Mortgaged Estate, such proceeds have been or will be advanced by Lender at Borrowers' request and Lender shall be subrogated to any and all rights and liens owned by any owner or holder of such outstanding liens, charges and prior encumbrances, irrespective of whether said liens, charges or encumbrances are released.

5.07 Financing Statement. This Indenture is also intended as a financing statement under the laws of the applicable

jurisdiction, in particular, the Uniform Commercial Code thereof. A reproduction of this Indenture shall be sufficient as an additional original financing statement.

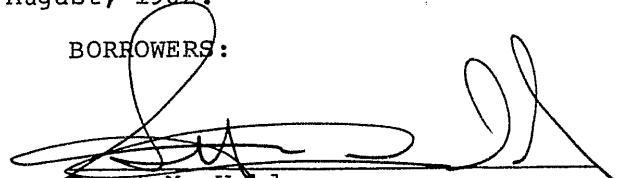
5.08 Successors and Assigns. The provisions of this Indenture and all the other Loan Documents shall be binding upon the assignees of the parties hereto. However, this provision shall not be construed to be authorization for assignment by Borrowers of any of their rights, duties, or obligations hereunder and Borrowers shall not assign, delegate or alienate any of their rights, duties or obligations or any of the Mortgaged Estate subject to the lien of this Indenture without the prior written consent (and upon such conditions precedent stated in such consent) of Lender. The term "Borrowers" shall include each of, jointly and severally, the individuals listed in the introductory paragraph hereto.

5.09 Counterparts. This Indenture shall be signed in any number of duplicates and counterparts, each of which shall be deemed an original, and such counterparts and duplicates shall together constitute one and the same instrument.

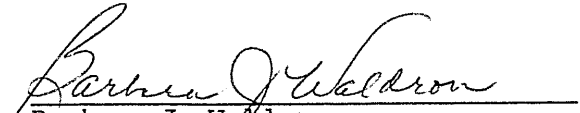
5.10 Use of Real Property. The real property which is subject to this Indenture is not used principally or primarily for agricultural or farming purposes.

IN WITNESS WHEREOF, Borrowers have executed this Indenture on the 3rd day of August, 1982.

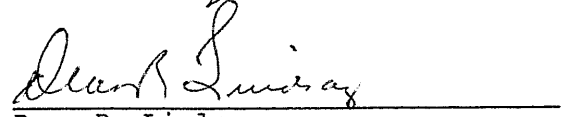
BORROWERS:



Scott M. Waldron



Barbara J. Waldron

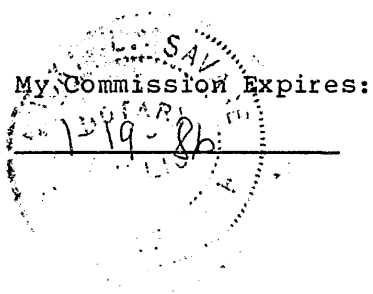


Dean R. Lindsay

STATE OF UTAH)
) : ss.
COUNTY OF SALT LAKE)

On the 3rd day of August, 1982, personally appeared before me Lynn E. Bradford, who being by me duly sworn did say that he is the Vice President of First Security Bank of Utah N.A., and that said instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors and said Lynn E. Bradford acknowledged to me that said corporation executed the same.

My Commission Expires:
1-19-86



Walter L. Sawyer
Notary Public
Residing at Salt Lake County, UT

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SCHEDULE I
to UCC-1 Financing Statement

All buildings, improvements, equipment, machinery and fixtures and all other property of every kind and description owned by Debtor or in which Debtor has any rights, and which is now or at any time located on and attached to, forming a part of or appurtenant to said real property, or used in connection with said property and all replacements, additions, proceeds and substitutions thereof or thereto, including but not limited to: all fixtures, fittings, furnishings, appliances, apparatus, equipment and machinery, including, without limitation, all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, ovens, elevators and motors, bathtubs, sinks, water closets, basins, pipes, faucets and other air-conditioning, plumbing and heating fixtures, mirrors, mantles, refrigerating plant, refrigerators, ice-boxes, dishwashers, carpeting, furniture, laundry equipment, cooking apparatus and appurtenances, and all building material, supplies and equipment now or hereafter delivered to said property and intended to be installed therein; all other fixtures and personal property of whatever kind and nature at present contained in or hereafter placed in any building standing on said property; such other goods, equipment, chattels and personal property as are usually furnished by landlords in letting premises of the character hereby conveyed.

TOGETHER WITH all rents, incomes, profits, revenues, royalties, bonuses, rights, accounts, contract rights, chattel paper, general intangibles and benefits under any and all leases or tenancies now existing or hereafter created of said property or any part thereof;

TOGETHER WITH all the estate, interest, right, title, other claim or demand which Debtor now has or may hereafter acquire in the receivables from or pertaining to the operation of the improvements on said property;

TOGETHER WITH all rents, issues, profits, royalties, income and other benefits derived from said property;

TOGETHER WITH all rights, title and interest of Debtor now owned or hereafter acquired, in and to any land lying within the right of way of any street, open or proposed, adjoining said property, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with said property;

TOGETHER WITH all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and thereto;

TOGETHER WITH all the estate, interest, right, title, other claim or demand, including claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Debtor now has or may hereafter acquire in respect of any of said property, and any and all awards made for the taking by eminent domain, or by any proceedings or purchase in lieu thereof, of the whole or any part of the real and personal property described herein, including without limitation any awards resulting from a change of grade of streets and awards for severance damages;

TOGETHER WITH all licenses, permits, approvals or other authorizations (Federal, state and local) used in connection with or in any way relating to said property and any operations or activities thereon.

SCHEDULE I-A

Cash registers, coffee maker, cup holder, drink counters, drink systems, drink tester, drive-up window and counter speaker and video systems, signs, fry displays and stands, salad bars and bowls, shake buckets and stands, sundae equipment, shake and ice cream machines, turnover display, waitress counter, door frame trim assembly, freezers, deep fryers and accessories, grills, exhaust ducts, hot-dog machines, micro-wave ovens, heating systems, lettuce cutters, onion cutters, refrigerators, CO-2 tanks, ice makers and bins, panels, washers, dryers, booths, decor package, drapes, lighting fixtures, picnic tables, hand dryers, garbage cans, and mirrors, clocks, desks, files, storage cabinets, conveyor belts, miscellaneous small wares, including but not limited to:

- Taylor shake and ice cream model B777-32 No. 3021142
No. 4067090
- Amana microwave oven model RC-10B-PB No. 051800211
- Scotsman ice maker model SBE551-750H No. QH194798
and ice bin model SFSWH-2 No. QH205201
- Vollrath walk-in freezer and cooler model 14437
No. 53231FN-1

including all additions and replacements now owned or hereafter acquired.

SCHEDULE I-B

Cash registers, coffee maker, cup holder, drink counters, drink systems, drink tester, drive-up window and counter speaker and video systems, signs, fry displays and stands, salad bars and bowls, shake buckets and stands, sundae equipment, shake and ice cream machines, turnover display, waitress counter, door frame trim assembly, freezers, deep fryers and accessories, grills, exhaust ducts, hot-dog machines, micro-wave ovens, heating systems, lettuce cutters, onion cutters, refrigerators, CO-2 tanks, ice makers and bins, panels, washers, dryers, booths, decor package, drapes, lighting fixtures, picnic tables, hand dryers, garbage cans, and mirrors, clocks, desks, files, storage cabinets, conveyor belts, miscellaneous small wares, including but not limited to:

- Cash register model TRC 1900 RV No. 201658, No. 201650, No. 201652, No. 201653, No. 201469, No. 201513
- Taylor shake and ice cream machine model B777-33 No. 2033209 and No. 2033208
- Wells deep fryer model F108 (three)
- Rapistar 20' conveyor belt No. 5-91493

including all additions and replacements now owned or hereafter acquired.

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SCHEDULE I-C

Cash registers, coffee maker, cup holder, drink counters, drink systems, drink tester, drive-up window and counter speaker and video systems, signs, fry displays and stands, salad bars and bowls, shake buckets and stands, sundae equipment, shake and ice cream machines, turnover display, waitress counter, door frame trim assembly, freezers, deep fryers and accessories, grills, exhaust ducts, hot-dog machines, micro-wave ovens, heating systems, lettuce cutters, onion cutters, refrigerators, CO-2 tanks, ice makers and bins, panels, washers, dryers, booths, decor package, drapes, lighting fixtures, picnic tables, hand dryers, garbage cans, and mirrors, clocks, desks, files, storage cabinets, conveyor belts, miscellaneous small wares, including but not limited to:

- Taylor shake and ice cream model B777-33 No. 91052 and No. 91053
- Montague 6' grill model C723PELE No. E9C7767A
- Amana microwave oven model RC10A No. 051700042
- Scotsman ice maker model SF5WH-3 No. LF279650 and ice bin model SBESSI750H No. CD266320
- Universal walk-in cooler No. 306867

including all additions and replacements now owned or hereafter acquired.

SCHEDULE I-D

Cash registers, coffee maker, cup holder, drink counters, drink systems, drink tester, drive-up window and counter speaker and video systems, signs, fry displays and stands, salad bars and bowls, shake buckets and stands, sundae equipment, shake and ice cream machines, turnover display, waitress counter, door frame trim assembly, freezers, deep fryers and accessories, grills, exhaust ducts, hot-dog machines, micro-wave ovens, heating systems, lettuce cutters, onion cutters, refrigerators, CO-2 tanks, ice makers and bins, panels, washers, dryers, booths, decor package, drapes, lighting fixtures, picnic tables, hand dryers, garbage cans, and mirrors, clocks, desks, files, storage cabinets, conveyor belts, miscellaneous small wares, including but not limited to:

- Cash registers model TCA-1900RV No. 201204,
No. 201202, No. 201247, No. 201224, No. 201209,
No. 201208, No. 201219
- Taylor shake and ice cream machine model B777-32
No. 4067088 No. 4067091
- Amana microwave oven model RC/10B No. 051800234
- Scotsman ice maker and ice bin model 5BE55I-750H
No. QH194795
- Vollrath walk-in freezer and cooler No. 66332

including all additions and replacements now owned or hereafter acquired.

SCHEDULE I-E

Cash registers, coffee maker, cup holder, drink counters, drink systems, drink tester, drive-up window and counter speaker and video systems, signs, fry displays and stands, salad bars and bowls, shake buckets and stands, sundae equipment, shake and ice cream machines, turnover display, waitress counter, door frame trim assembly, freezers, deep fryers and accessories, grills, exhaust ducts, hot-dog machines, micro-wave ovens, heating systems, lettuce cutters, onion cutters, refrigerators, CO-2 tanks, ice makers and bins, panels, washers, dryers, booths, decor package, drapes, lighting fixtures, picnic tables, hand dryers, garbage cans, and mirrors, clocks, desks, files, storage cabinets, conveyor belts, miscellaneous small wares, including but not limited to:

- Taylor shake and ice cream machine model B777-33
No. 100263 and No. 100262
- Wells deep fryer model F108 (three)
- Amana microwave oven model RC/10B No. 051800185
- Scotsman ice maker (flaker) model SF5WH-3
No. SM337552 and ice bin model SBE881-750H No. JK 326832

including all additions and replacements now owned or hereafter acquired.

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SCHEDULE I-F

Cash registers, coffee maker, cup holder, drink counters, drink systems, drink tester, drive-up window and counter speaker and video systems, signs, fry displays and stands, salad bars and bowls, shake buckets and stands, sundae equipment, shake and ice cream machines, turnover display, waitress counter, door frame trim assembly, freezers, deep fryers and accessories, grills, exhaust ducts, hot-dog machines, micro-wave ovens, heating systems, lettuce cutters, onion cutters, refrigerators, CO-2 tanks, ice makers and bins, panels, washers, dryers, booths, decor package, drapes, lighting fixtures, picnic tables, hand dryers, garbage cans, and mirrors, clocks, desks, files, storage cabinets, conveyor belts, miscellaneous small wares, including but not limited to:

- Jumbo jet and/or Kway drink system model KW 9500 #82889 and KW 15000 #66792.
- Taylor shake and ice cream machine model B777-33 #2042897 and #2042898.
- Wells deep fryers model nos. F-108 (three)
- Star hot dog machine model 178 Stoom-AROO
- Amana micro-wave oven model no. RC/10B #051800238
- Traulsen refrigerator (2 door) 7'x30"
- Traulsen "54
- Scotsman ice maker (flaker) SK5WH-3 #EF456206 and Scotsman ice bin SBESS1-750H #TX402675

SCHEDULE I-G

Cash registers, coffee maker, cup holder, drink counters, drink systems, drink tester, drive-up window and counter speaker and video systems, signs, fry displays and stands, salad bars and bowls, shake buckets and stands, sundae equipment, shake and ice cream machines, turnover display, waitress counter, door frame trim assembly, freezers, deep fryers and accessories, grills, exhaust ducts, hot-dog machines, micro-wave ovens, heating systems, lettuce cutters, onion cutters, refrigerators, CO-2 tanks, ice makers and bins, panels, washers, dryers, booths, decor package, drapes, lighting fixtures, picnic tables, hand dryers, garbage cans, and mirrors, clocks, desks, files, storage cabinets, conveyor belts, miscellaneous small wares, including but not limited to:

- Taylor shake and ice cream machine model B777-33
No. 2077443, No. 2077327
- Grill 6' No. C72-8-4T F72C-11874
- Scotsman ice maker (flaker) SF5WH-3 No. EF456197
and ice bin EB-750 No. 12-N012460

including all additions and replacements now owned or hereafter acquired.

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SCHEDULE I-H

Cash registers, coffee maker, cup holder, drink counters, drink systems, drink tester, drive-up window and counter speaker and video systems, signs, fry displays and stands, salad bars and bowls, shake buckets and stands, sundae equipment, shake and ice cream machines, turnover display, waitress counter, door frame trim assembly, freezers, deep fryers and accessories, grills, exhaust ducts, hot-dog machines, micro-wave ovens, heating systems, lettuce cutters, onion cutters, refrigerators, CO-2 tanks, ice makers and bins, panels, washers, dryers, booths, decor package, drapes, lighting fixtures, picnic tables, hand dryers, garbage cans, and mirrors, clocks, desks, files, storage cabinets, conveyor belts, miscellaneous small wares, including but not limited to:

- Taylor shake and ice cream machine model B777-33
No. 2116028 and No. 3021140
- Wells deep fryer model F-108 (three)
- Montague 6' grill model C-72-8 No. C-13548
- Microwave oven model RC/10B No. EJ52601037
- Scotsman ice maker (flaker) model SF5WH-3 No. 2A-083177
and Scotsman ice bin model EV750 No. 8A-049655

including all additions and replacements now owned or hereafter acquired.

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HO

SCHEDULE I-I

Cash registers, coffee maker, cup holder, drink counters, drink systems, drink tester, drive-up window and counter speaker and video systems, signs, fry displays and stands, salad bars and bowls, shake buckets and stands, sundae equipment, shake and ice cream machines, turnover display, waitress counter, door frame trim assembly, freezers, deep fryers and accessories, grills, exhaust ducts, hot-dog machines, micro-wave ovens, heating systems, lettuce cutters, onion cutters, refrigerators, CO-2 tanks, ice makers and bins, panels, washers, dryers, booths, decor package, drapes, lighting fixtures, picnic tables, hand dryers, garbage cans, and mirrors, clocks, desks, files, storage cabinets, conveyor belts, miscellaneous small wares, including but not limited to:

- Taylor shake and ice cream machine model B777-33
No. 2116029 and No. 3021139
- Montague 6' grill model C-72-8-2T No. F40307
- Amana microwave oven model RC-10B-PB No. SF-51800958
- Scotsman ice maker "flaker" model SF5WH2 No. 8A051415
and ice bin model EB750 No. 5A097434
- Vollrath walk-in freezer model 14437 No. 54079 and
walk-in cooler model 14436 No. 54079

including all additions and replacements now owned or hereafter acquired.

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SCHEDULE I-J

Cash registers, coffee maker, cup holder, drink counters, drink systems, drink tester, drive-up window and counter speaker and video systems, signs, fry displays and stands, salad bars and bowls, shake buckets and stands, sundae equipment, shake and ice cream machines, turnover display, waitress counter, door frame trim assembly, freezers, deep fryers and accessories, grills, exhaust ducts, hot-dog machines, micro-wave ovens, heating systems, lettuce cutters, onion cutters, refrigerators, CO-2 tanks, ice makers and bins, panels, washers, dryers, booths, decor package, drapes, lighting fixtures, picnic tables, hand dryers, garbage cans, and mirrors, clocks, desks, files, storage cabinets, conveyor belts, miscellaneous small wares, including but not limited to:

- Taylor shake and ice cream machine model 545432
No. 7011666 and model B74132 No. 3042922
- Hotpoint deep fryer model 11K67 No. D053785,
No. D06697, No. 60253-2
- Amana microwave oven model RC10B No. 051800248
- Scotsman ice maker model SF5WH2 No. NX261022 and
ice bin model SBES51750H No. LD266319

including all additions and replacements now owned or hereafter acquired.

SCHEDULE I- K

Cash registers, coffee maker, cup holder, drink counters, drink systems, drink tester, drive-up window and counter speaker and video systems, signs, fry displays and stands, salad bars and bowls, shake buckets and stands, sundae equipment, shake and ice cream machines, turnover display, waitress counter, door frame trim assembly, freezers, deep fryers and accessories, grills, exhaust ducts, hot-dog machines, micro-wave ovens, heating systems, lettuce cutters, onion cutters, refrigerators, CO-2 tanks, ice makers and bins, panels, washers, dryers, booths, decor package, drapes, lighting fixtures, picnic tables, hand dryers, garbage cans, and mirrors, clocks, desks, files, storage cabinets, conveyor belts, miscellaneous small wares, including but not limited to:

- Taylor shake and ice cream machine model B777-33
No. 7068995 and No. 7068994
- General Electric deep fryer model CK40 No. PCD 5624,
No. PCD 5618, No. PCD 5619, No. PCD 5623
- Montague 5' grill model C-36-8-2T No. G6-C4118A
- Montague 6' grill model C-24-8-1T No. G6-4117C
- Amana microwave oven model RC-103-13' No. 051800258
- Scotsman ice maker and ice bin model SBE 551-7508
No. JF325516
- Utility freezer (4-door) model SF534 No. 19999

including all additions and replacements now owned or hereafter acquired.

SCHEDULE I-L

Cash registers, coffee maker, cup holder, drink counters, drink systems, drink tester, drive-up window and counter speaker and video systems, signs, fry displays and stands, salad bars and bowls, shake buckets and stands, sundae equipment, shake and ice cream machines, turnover display, waitress counter, door frame trim assembly, freezers, deep fryers and accessories, grills, exhaust ducts, hot-dog machines, micro-wave ovens, heating systems, lettuce cutters, onion cutters, refrigerators, CO-2 tanks, ice makers and bins, panels, washers, dryers, booths, decor package, drapes, lighting fixtures, picnic tables, hand dryers, garbage cans, and mirrors, clocks, desks, files, storage cabinets, conveyor belts, miscellaneous small wares, including but not limited to:

- Cash registers model TCA 1900RV No. 201670, No. 201656, No. 201654, No. 201667, No. 201659, No. 201668, No. 201531
- Taylor shake and ice cream model 777-33 No. 97800 and No. 97799
- Wells fry station F-1086 No. 3381
- Montague 5' grill model CH-60-8 No. 111-C10523
- Montague 6' grill model C-72-84 No. CK8802
- Amana microwave oven model RC-10A-PB No. 051700081
- Scotsman ice maker model BH750E and ice bin 606590-11E

including all additions and replacements now owned or hereafter acquired.

SCHEDULE I-M

Cash registers, coffee maker, cup holder, drink counters, drink systems, drink tester, drive-up window and counter speaker and video systems, signs, fry displays and stands, salad bars and bowls, shake buckets and stands, sundae equipment, shake and ice cream machines, turnover display, waitress counter, door frame trim assembly, freezers, deep fryers and accessories, grills, exhaust ducts, hot-dog machines, micro-wave ovens, heating systems, lettuce cutters, onion cutters, refrigerators, CO-2 tanks, ice makers and bins, panels, washers, dryers, booths, decor package, drapes, lighting fixtures, picnic tables, hand dryers, garbage cans, and mirrors, clocks, desks, files, storage cabinets, conveyor belts, miscellaneous small wares, including but not limited to:

- Taylor shake and ice cream machine model B777-33
No. 4011042 and No. 4011041
- Montague 6' grill model C-77-8 No. E72-1411
- Amana microwave oven model RC-10B-PB No. 051800250
- Kold-draft ice maker and ice bin No. 25538762SW

including all additions and replacements now owned or hereafter acquired.

SCHEDULE I-N

Cash registers, coffee maker, cup holder, drink counters, drink systems, drink tester, drive-up window and counter speaker and video systems, signs, fry displays and stands, salad bars and bowls, shake buckets and stands, sundae equipment, shake and ice cream machines, turnover display, waitress counter, door frame trim assembly, freezers, deep fryers and accessories, grills, exhaust ducts, hot-dog machines, micro-wave ovens, heating systems, lettuce cutters, onion cutters, refrigerators, CO-2 tanks, ice makers and bins, panels, washers, dryers, booths, decor package, drapes, lighting fixtures, picnic tables, hand dryers, garbage cans, and mirrors, clocks, desks, files, storage cabinets, conveyor belts, miscellaneous small wares, including but not limited to:

- Data Terminal Systems cash registers series 400 (five)
- Kway/Jumbo Jet drink system model KW9500 No. 06343 and No. 06345
- Taylor shake and ice cream machine model B777-33 No. 4124054 and No. 6119232
- Wells deep fryer F108 (three)
- Amana microwave oven model RC/10B No. 051800275

including all additions and replacements now owned or hereafter acquired.

SCHEDULE I-O

Cash registers, coffee maker, cup holder, drink counters, drink systems, drink tester, drive-up window and counter speaker and video systems, signs, fry displays and stands, salad bars and bowls, shake buckets and stands, sundae equipment, shake and ice cream machines, turnover display, waitress counter, door frame trim assembly, freezers, deep fryers and accessories, grills, exhaust ducts, hot-dog machines, micro-wave ovens, heating systems, lettuce cutters, onion cutters, refrigerators, CO-2 tanks, ice makers and bins, panels, washers, dryers, booths, decor package, drapes, lighting fixtures, picnic tables, hand dryers, garbage cans, and mirrors, clocks, desks, files, storage cabinets, conveyor belts, miscellaneous small wares, including but not limited to:

- Dataterminal Systems cash registers series 400
No. AD4-23506, No. AD4-17963, No. AD4-19209,
No. AD4-19977, No. AD4-19210
- Kway/Jumbo Jet drink system model KW85A No. E706550
- Taylor shake and ice cream machine model B777-33
No. 7045810 and No. 7045811
- Amana microwave oven model RC/10B No. 051900283
- Scotsman ice maker model MC40MWE-9A No. 412507-11R
and ice bin model 500-62-1

including all additions and replacements now owned or hereafter acquired.

SCHEDULE I-P

Cash registers, coffee maker, cup holder, drink counters, drink systems, drink tester, drive-up window and counter speaker and video systems, signs, fry displays and stands, salad bars and bowls, shake buckets and stands, sundae equipment, shake and ice cream machines, turnover display, waitress counter, door frame trim assembly, freezers, deep fryers and accessories, grills, exhaust ducts, hot-dog machines, micro-wave ovens, heating systems, lettuce cutters, onion cutters, refrigerators, CO-2 tanks, ice makers and bins, panels, washers, dryers, booths, decor package, drapes, lighting fixtures, picnic tables, hand dryers, garbage cans, and mirrors, clocks, desks, files, storage cabinets, conveyor belts, miscellaneous small wares, including but not limited to:

- DTS cash register model DTS-400 No. 17955, No. 17978, No. 17976, No. 17973, No. 17960
- Taylor shake and ice cream machine model B777-33, No. 7046519 and No. 7046520
- Wells deep fryer "auto-fry" model F1086, No. AB4404, No. AB4401, No. AB4407
- Kold-draft ice maker and ice bin model GBN-5 No. 264339
- Vollrath walk-in freezer and walk-in cooler model 14430-5 No. 58460

including all additions and replacements now owned or hereafter acquired.

SCHEDULE I-Q

Cash registers, coffee maker, cup holder, drink counters, drink systems, drink tester, drive-up window and counter speaker and video systems, signs, fry displays and stands, salad bars and bowls, shake buckets and stands, sundae equipment, shake and ice cream machines, turnover display, waitress counter, door frame trim assembly, freezers, deep fryers and accessories, grills, exhaust ducts, hot-dog machines, micro-wave ovens, heating systems, lettuce cutters, onion cutters, refrigerators, CO-2 tanks, ice makers and bins, panels, washers, dryers, booths, decor package, drapes, lighting fixtures, picnic tables, hand dryers, garbage cans, and mirrors, clocks, desks, files, storage cabinets, conveyor belts, miscellaneous small wares, including but not limited to:

- Model DTS-400 cash registers No. 23507, No. 23512, No. 15797, No. 15798, No. 35666, No. 35663 (seven)
- Taylor shake and ice cream machine model 77733 No. 7107680 and No. 7107681
- Wells deep fryers No. AB4398, No. AB4399, No. AB4400 (three)
- Montague 5' grill H4691F
- Amana microwave oven model RC10B
- Kold-draft ice maker and ice bin model GB1
- Volrath walk-in freezer No. 59597 and walk-in cooler No. C132745

including all additions and replacements now owned or hereafter acquired.

SCHEDULE I-R

Cash registers, coffee maker, cup holder, drink counters, drink systems, drink tester, drive-up window and counter speaker and video systems, signs, fry displays and stands, salad bars and bowls, shake buckets and stands, sundae equipment, shake and ice cream machines, turnover display, waitress counter, door frame trim assembly, freezers, deep fryers and accessories, grills, exhaust ducts, hot-dog machines, micro-wave ovens, heating systems, lettuce cutters, onion cutters, refrigerators, CO-2 tanks, ice makers and bins, panels, washers, dryers, booths, decor package, drapes, lighting fixtures, picnic tables, hand dryers, garbage cans, and mirrors, clocks, desks, files, storage cabinets, conveyor belts, miscellaneous small wares, including but not limited to:

- Taylor shake and ice cream machine model B777-33
No. 7033940 and 7033941
- Wells model F-108 deep fryers (three)
- Amana microwave oven No. RC10A

including all additions and replacements now owned or hereafter acquired.

SCHEDULE I-S

Cash registers, coffee maker, cup holder, drink counters, drink systems, drink tester, drive-up window and counter speaker and video systems, signs, fry displays and stands, salad bars and bowls, shake buckets and stands, sundae equipment, shake and ice cream machines, turnover display, waitress counter, door frame trim assembly, freezers, deep fryers and accessories, grills, exhaust ducts, hot-dog machines, micro-wave ovens, heating systems, lettuce cutters, onion cutters, refrigerators, CO-2 tanks, ice makers and bins, panels, washers, dryers, booths, decor package, drapes, lighting fixtures, picnic tables, hand dryers, garbage cans, and mirrors, clocks, desks, files, storage cabinets, conveyor belts, miscellaneous small wares, including but not limited to:

- Cash registers model TCA 1900 No. 201305, No. 201232, No. 201245, No. 201145, No. 201278, No. 201298 (six)
- Taylor shake and ice cream machine model 632-33 No. H1052286 and model 445-33 No. H1048851
- Wells deep fryer No. AB3390, No. AB3392, No. AB3391
- Montague 5' grill model D12125-A No. 2460-3T
- Montague 6' grill model D12125-B No. 2472-3T
- Amana microwave oven model RC10B-EB No. BOVC50440373
- Kold-draft ice maker and ice bin model 6BM5 No. 12540516
- Vollrath walk-in cooler and walk-in freezer model 26430-5 No. 68155

including all additions and replacements now owned or hereafter acquired.

SCHEDULE I-T

Cash registers, coffee maker, cup holder, drink counters, drink systems, drink tester, drive-up window and counter speaker and video systems, signs, fry displays and stands, salad bars and bowls, shake buckets and stands, sundae equipment, shake and ice cream machines, turnover display, waitress counter, door frame trim assembly, freezers, deep fryers and accessories, grills, exhaust ducts, hot-dog machines, micro-wave ovens, heating systems, lettuce cutters, onion cutters, refrigerators, CO-2 tanks, ice makers and bins, panels, washers, dryers, booths, decor package, drapes, lighting fixtures, picnic tables, hand dryers, garbage cans, and mirrors, clocks, desks, files, storage cabinets, conveyor belts, miscellaneous small wares, including but not limited to:

- Taylor shake and ice cream machine model B777
No. 2014776 and No. 2014777
- Montague 6' grill model C72-8 No. B2C-11058
- Amana microwave oven model RC10B-PB No. 051801200
- Scotsman ice maker No. 6V388730 and ice bin
No. 6F367959

including all additions and replacements now owned or hereafter acquired.

SCHEDULE I-V

Cash registers, coffee maker, cup holder, drink counters, drink systems, drink tester, drive-up window and counter speaker and video systems, signs, fry displays and stands, salad bars and bowls, shake buckets and stands, sundae equipment, shake and ice cream machines, turnover display, waitress counter, door frame trim assembly, freezers, deep fryers and accessories, grills, exhaust ducts, hot-dog machines, micro-wave ovens, heating systems, lettuce cutters, onion cutters, refrigerators, CO-2 tanks, ice makers and bins, panels, washers, dryers, booths, decor package, drapes, lighting fixtures, picnic tables, hand dryers, garbage cans, and mirrors, clocks, desks, files, storage cabinets, conveyor belts, miscellaneous small wares, including but not limited to:

- DTS-400 cash register No. 23509, No. 23508, No. 23091, No. 23501, No. 23510
- Taylor ice cream and shake machine model 777-33 No. 7107679 and No. 7107682
- Wells fry station model F-108 No. AB-4397, No. AB-4395, No. AB-4396
- Montague 5' grill model 2460-3T No. 04691-A
- Amana microwave oven No. 051700090
- Kold-draft ice maker and ice bin GEN-3 No. 253449G
- Vollrath walk-in freezer and cooler model 16430-5 No. 59661

including all additions and replacements now owned or hereafter acquired.

SCHEDULE I-V

Cash registers, coffee maker, cup holder, drink counters, drink systems, drink tester, drive-up window and counter speaker and video systems, signs, fry displays and stands, salad bars and bowls, shake buckets and stands, sundae equipment, shake and ice cream machines, turnover display, waitress counter, door frame trim assembly, freezers, deep fryers and accessories, grills, exhaust ducts, hot-dog machines, micro-wave ovens, heating systems, lettuce cutters, onion cutters, refrigerators, CO-2 tanks, ice makers and bins, panels, washers, dryers, booths, decor package, drapes, lighting fixtures, picnic tables, hand dryers, garbage cans, and mirrors, clocks, desks, files, storage cabinets, conveyor belts, miscellaneous small wares, including but not limited to:

- Kway drink system model KW9500 No. 84066J2
No. 84068J2
- Taylor shake and ice cream machine model B777-33
No. 2104010 and No. 2104011
- Montague 6' grill model C72B8 No. J72C-12311
- Amana microwave oven model RC/10B
- Scotsman ice maker No. LF 279702 and King-Seely ice
bin model SBES8I-750H No. JF325514

including all additions and replacements now owned or hereafter acquired.

SCHEDULE I-W

Cash registers, coffee maker, cup holder, drink counters, drink systems, drink tester, drive-up window and counter speaker and video systems, signs, fry displays and stands, salad bars and bowls, shake buckets and stands, sundae equipment, shake and ice cream machines, turnover display, waitress counter, door frame trim assembly, freezers, deep fryers and accessories, grills, exhaust ducts, hot-dog machines, micro-wave ovens, heating systems, lettuce cutters, onion cutters, refrigerators, CO-2 tanks, ice makers and bins, panels, washers, dryers, booths, decor package, drapes, lighting fixtures, picnic tables, hand dryers, garbage cans, and mirrors, clocks, desks, files, storage cabinets, conveyor belts, miscellaneous small wares, including but not limited to:

- Taylor shake and ice cream machine model B777-33
No. 8105222 and No. 8105207
- Montague 5' grill model 2640-3T No. 07537
- Montague 6' grill model 2477-3T No. 07537
- Kold-draft ice maker model GB1W9K No. 254981G and
ice bin model GBN-5 No. 256247G
- Rapistar conveyor belt model S6541-11255 No. 7-870143-01-001

including all additions and replacements now owned or hereafter acquired.

SCHEDULE I-X

Cash registers, coffee maker, cup holder, drink counters, drink systems, drink tester, drive-up window and counter speaker and video systems, signs, fry displays and stands, salad bars and bowls, shake buckets and stands, sundae equipment, shake and ice cream machines, turnover display, waitress counter, door frame trim assembly, freezers, deep fryers and accessories, grills, exhaust ducts, hot-dog machines, micro-wave ovens, heating systems, lettuce cutters, onion cutters, refrigerators, CO-2 tanks, ice makers and bins, panels, washers, dryers, booths, decor package, drapes, lighting fixtures, picnic tables, hand dryers, garbage cans, and mirrors, clocks, desks, files, storage cabinets, conveyor belts, miscellaneous small wares, including but not limited to:

- Taylor shake and ice cream machine model B777-33
No. 7068997 and No. 7068996
- General Electric deep fryer model CK40 No. PCE5607,
No. PCE5593, No. PCE5599, and No. PCE5596
- Montague 6' grill model C28LT No. G6-C41180
- Amana microwave oven model RC/10B No. E052601063
- Kold-draft ice maker and ice bin No. 6BN-5312417G
- Utility freezer 6', 4-door model SF-53-4 No. 19998

including all additions and replacements now owned or hereafter acquired.

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SCHEDULE I-Y

Cash registers, coffee maker, cup holder, drink counters, drink systems, drink tester, drive-up window and counter speaker and video systems, signs, fry displays and stands, salad bars and bowls, shake buckets and stands, sundae equipment, shake and ice cream machines, turnover display, waitress counter, door frame trim assembly, freezers, deep fryers and accessories, grills, exhaust ducts, hot-dog machines, micro-wave ovens, heating systems, lettuce cutters, onion cutters, refrigerators, CO-2 tanks, ice makers and bins, panels, washers, dryers, booths, decor package, drapes, lighting fixtures, picnic tables, hand dryers, garbage cans, and mirrors, clocks, desks, files, storage cabinets, conveyor belts, miscellaneous small wares, including but not limited to:

- Taylor shake and ice cream model B445-33 No. 105234 and model 741-44233 No. 105236
- Wells deep fryer F-108 (three)
- 6' grill model C72-8-4T No. C-9950
- Scotsman ice maker model SF5WH-3 No. JX357838 and ice bin model SBES8I-750H No. JR344538

including all additions and replacements now owned or hereafter acquired.

SCHEDULE I-Z

Cash registers, coffee maker, cup holder, drink counters, drink systems, drink tester, drive-up window and counter speaker and video systems, signs, fry displays and stands, salad bars and bowls, shake buckets and stands, sundae equipment, shake and ice cream machines, turnover display, waitress counter, door frame trim assembly, freezers, deep fryers and accessories, grills, exhaust ducts, hot-dog machines, micro-wave ovens, heating systems, lettuce cutters, onion cutters, refrigerators, CO-2 tanks, ice makers and bins, panels, washers, dryers, booths, decor package, drapes, lighting fixtures, picnic tables, hand dryers, garbage cans, and mirrors, clocks, desks, files, storage cabinets, conveyor belts, miscellaneous small wares, including but not limited to:

- Taylor shake and ice cream machine model 777-33
No. 8015221 and No. 8015203
- Wells deep fryer model F-1086 No. AB-4497, No. AB-4496
and No. AB-4495
- Montague 5' grill model 2460-3T No. 06300
- Montague 6' grill model C-72-8 No. E9C-7579AB
- Kold-draft ice maker and ice bin No. GBN-5 2513486

including all additions and replacements now owned or hereafter acquired.

SCHEDULE I-AA

Cash registers, coffee maker, cup holder, drink counters, drink systems, drink tester, drive-up window and counter speaker and video systems, signs, fry displays and stands, salad bars and bowls, shake buckets and stands, sundae equipment, shake and ice cream machines, turnover display, waitress counter, door frame trim assembly, freezers, deep fryers and accessories, grills, exhaust ducts, hot-dog machines, micro-wave ovens, heating systems, lettuce cutters, onion cutters, refrigerators, CO-2 tanks, ice makers and bins, panels, washers, dryers, booths, decor package, drapes, lighting fixtures, picnic tables, hand dryers, garbage cans, and mirrors, clocks, desks, files, storage cabinets, conveyor belts, miscellaneous small wares, including all additions and replacements now owned or hereafter acquired.

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SCHEDULE I-BB

Cash registers, coffee maker, cup holder, drink counters, drink systems, drink tester, drive-up window and counter speaker and video systems, signs, fry displays and stands, salad bars and bowls, shake buckets and stands, sundae equipment, shake and ice cream machines, turnover display, waitress counter, door frame trim assembly, freezers, deep fryers and accessories, grills, exhaust ducts, hot-dog machines, micro-wave ovens, heating systems, lettuce cutters, onion cutters, refrigerators, CO-2 tanks, ice makers and bins, panels, washers, dryers, booths, decor package, drapes, lighting fixtures, picnic tables, hand dryers, garbage cans, and mirrors, clocks, desks, files, storage cabinets, conveyor belts, miscellaneous small wares, including all additions and replacements now owned or hereafter acquired.

Schedule II-A

(Borrower as Lessee)

LEASE AGREEMENTS ASSIGNED TO LENDER AS COLLATERAL
FOR OBLIGATIONS OF BORROWERS PURSUANT TO INDENTURE
OF MORTGAGE AND LOAN AGREEMENT DATED AUGUST 3, 1982

Leaseholds Situate in Salt Lake County, State of Utah

Lessor: Dee's, Inc.
Location Code: A

Lessee:
Scott M. Waldron

Date of Lease:
August 3, 1982

Legal Description:

Parcel "A": Beginning at a point on the North line of Lot 5, Block 58, Plat "C", Salt Lake City Survey, said point being N 89°58'38" E along said North line 264.132 feet from the N.W. corner of said Lot 5, said point also being N 89°58'38" E along the North Temple monument line 331.338 feet and South 0°02'05" Eas 74.988 feet from a Salt Lake City monument in the intersection of said North Temple and 900 West Streets; thence N 89°58'38" E 66.034 feet to the N.W. corner of Lot 6, said Block 58; thence N 89°58'38" E along the North line of said Lot 6, 123.814 feet to the N.W. corner of the property deeded by quit-claim deed #2436079; thence along the West line of said property S 0°02'29" E 136.966 feet, S 58°24'52" W 13.315 feet, S 89°58'38" W 28.205 feet and S 2°52'10" W 21.191 feet; thence S 89°58'50" W 149.238 feet; thence N 0°02'05" W 165.091 feet to the point of beginning, containing 0.70 acre.

Together with the right of use with Lessor and others a right of ingress and egress from 900 West Street to the above property and the right to park with Lessor and others on the following described property identified as Parcel "B". Both the right-of-way to 900 West Street and the parking on the following described property are granted only so long as Lessor has the right and control of such. Lessor makes no warranties as to the amount of time which Lessor shall have control of the same.

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Parcel "B": Beginning at the S.W. corner of Parcel "A", said point being N 89°58'38" E 264.132 feet along the North line of Lot 5, Block 58, Plat "C", Salt Lake City Survey, and S 0°02'05" E 165.091 feet from the N.W. corner of said Lot 5, said point also being N 89°58'38" E along the North Temple monument line 331.338 feet and S 0°02'05" E 240.079 feet from a monument in the intersection of said North Temple and 900 West Streets; thence N 89°58'50" East along the South line of said Parcel "A", 149.238 feet to a point on the West line of property deeded by quit-claim deed #2436079; thence along said West line S 2°52'10" W 8.324 feet, S 32°20'05" W 14.948 feet and S 0°02'29" E 61.623 feet; thence S 89°58'57" W 74.787 feet; thence N 0°02'05" W 16.509 feet to the S.E. corner of said Lot 5; thence S 89°58'56" W along the South line of said Lot 5, 66.034 feet; thence N 0°02'05" W 66.051 feet to the point of beginning, containing 0.255 acre.

Subject to the following:

1. All utilities that cross the premises and the right to maintain them. Lessor retains the right to install and maintain utilities across the premises to retained adjacent property, as well as access to the meter box located on said premises.
2. All easements and restrictions shown on the title report attached and those observable on the land, including but not limited to any part of said parcel extending into and over sidewalks, curbs, gutters and roadways.
3. Common parking over that part of the premises lying west of the present building for Lessor's customers and invitees and those of its landlord, Anderson Investment Corporation.
4. The restriction that Lessee put no barriers to prevent employees, customers and invitees of Lessor and those of Lessor's landlord from crossing from the adjoining property over the above-described premises to and from North Temple Street.
5. Lessor is retaining for itself and for its landlord, Anderson Investment Corporation, and such is not to be considered part of the leased premises,

adjoining property not included in the Lease, together with a right of ingress and egress over the above-described property as follows: from North Temple Street to the property that Lessor and its said Landlord are retaining on the south and west sides of the property being leased herein.

Lessor: Anderson Lessee: Date of Lease:
 Investment Corp. Scott M. Waldron August 3, 1982
Location Code: B

Legal Description:

Beginning at a point on the South line of Lot 2, Block 2, 5 Acre Plat "A", Big Field Survey, said point being N 89°51'45" W along said South line 274.176 feet from the Southeast corner of said Lot 2, said point also being N 89°58'51" W along the 2100 South Street Monument line 277.837 feet and N 0°06'23" E 37.017 feet from a Salt Lake City Monument in the intersection of said 2100 South and 800 East Streets; thence N 89°51'45" W along said South line 167.023 feet to a point on the extension of the East line of a 3-foot sidewalk; thence N 0°01'43" E along the East line of said sidewalk and its extension 198.10 feet; thence S 89°51'45" E 167.292 feet; thence S 0°06'23" W 198.10 feet to the point of beginning, containing 0.76 acre.

Together with joint access with Lessor and others Lessor authorizes to and from Lake Street on the north to the extent and as long as Anderson Investment Corporation has such right. Lessor makes no warranties either to the extent or for the time of such access.

Subject to the following:

1. All utilities that cross the premises and the right to maintain them. Lessor retains the right to install and maintain utilities across the premises to retained adjacent property.
2. All easements and restrictions shown on the title report attached and those observable on the land,

including but not limited to any part of said parcel extending into and over sidewalks, curbs, gutters and roadways.

3. The restriction that Lessee put no barriers to prevent employees, customers and invitees of Lessor and Lessor's tenants from crossing from the adjoining property on the east and the west of said premises.

4. Common parking with Lessor and its tenants on the east 16 feet and on the west 30 feet, together with a right-of-way for access to and from the adjoining property on the west across the above premises to and from Lake Street and to and from 2100 South Street at the present curb openings on both the south and the north of the existing building adjoining on the west of the above premises.

5. A right-of-way across the north 20 feet of said premises extending from the east boundary to the west boundary for Lessor and those designated by Lessor.

6. Lessor is retaining adjoining property which is not to be considered part of the leased premises.

Lessor: Anderson Lessee: Date of Lease:
 Investment Corp. Scott M. Waldron August 3, 1982
Location Code: C

Legal Description:

Commencing at the Northeast corner of Lot 22, Block 16, The Main Street Subdivision, being a subdivision of Lots 15, 16 and 18, Block 22, Five Acre Plat "A", Big Field Survey, Salt Lake County, Utah, and running thence South along the West boundary line of State Street 155.0 feet, more or less, to the Southeast corner of Lot 27; thence West 165.0 feet; thence North 155.0 feet, more or less, to the South boundary line of Harvard Avenue; thence East along the South boundary line of Harvard Avenue 165.0 feet to the point of beginning.

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Subject to the following:

1. All utilities that cross the premises and the right to maintain them. Lessor retains the right to install and maintain utilities across the premises to retained adjacent property.

2. All easements and restrictions shown on the title report attached and those observable on the land, including but not limited to any part of said parcel extending into and over sidewalks, curbs, gutters and roadways.

3. Joint use by Lessor and its tenants and invitees over the 20-foot square portion in the southwest corner and subject to a 20-foot right-of-way for ingress and egress to State Street from property on the west.

4. Lessee will put no barriers between the premises and the adjoining property retained by Lessor.

5. Lessor is retaining adjoining property on the west and the south of the above-described property and such is not to be considered part of the leased premises.

Lessor: Dee's, Inc.
Location Code: D

Lessee:
Scott M. Waldron

Date of Lease:
August 3, 1982

Legal Description:

Parcel No. 1:

Beginning at the Southwest corner of Lot 4, Block 54, Plat "A", Salt Lake City Survey and running thence East 57 feet; thence North 56 feet 9 inches; thence West 20 inches; thence North 50 feet 7 inches; thence West 55 feet 4 inches; thence South 107 feet 4 inches to the place of beginning.

Parcel No. 2:

Beginning at the Southwest corner of Lot 4, Block 54, Plat "A", Salt Lake City Survey and running thence West

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2. All easements and restrictions shown on the title report attached and those observable on the land, including but not limited to any part of said parcel extending into and over sidewalks, curbs, gutters and roadways.

Lessor: Dee's, Inc. Lessee: Date of Lease:
Location Code: G Scott M. Waldron August 3, 1982

Legal Description:

A tract of land situated in the Northeast quarter of the Northeast quarter of Section 18, Township 2 South, Range 1 West, Salt Lake Base and Meridian, being more particularly described as follows:

Commencing at a point North 89°59'04" West 1181.85 feet and South 0°05'30" West 138.43 feet from the Northeast corner of said Section 18, and running thence South 89°54'30" East 165 feet; thence South 0°05'30" West 165 feet; thence North 89°54'30" West 165 feet; thence North 0°05'30" East 165 feet, to the point of beginning.

Subject to the following:

1. All utilities that cross the premises and the right to maintain them.
2. All easements and restrictions shown on the title report attached and those observable on the land, including but not limited to any part of said parcel extending into and over sidewalks, curbs, gutters and roadways.
3. A joint parking agreement with Kearns Center, Inc. and others dated December 11, 1956.

Lessor: Dee's, Inc. Lessee: Date of Lease:
Location Code: H Scott M. Waldron August 3, 1982

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Legal Description:

Beginning at a point which is South 143.68 feet and West 73.96 feet from the Northeast corner of Section 7, Township 3 South, Range 1 East, Salt Lake Base and Meridian, said point also being South 0°21'30" East along the 700 East Street monument line 182.979 feet and North 89°27'05" West 53.00 feet from a Salt Lake County monument in the intersection of said 700 East and 9400 South Streets; thence South 0°21'30" East 150.025 feet; thence North 89°27'05" West 180.00 feet to the East line of Union Square, a subdivision in the Northeast 1/4 of said Section 7; thence North 0°21'30" West along said East line 280.00 feet; thence South 89°27'05" East 50.00 feet; thence South 0°21'30" East 129.974 feet to the South line of a service station property; thence South 89°27'05" East along said South line 130.00 feet to the point of beginning, containing 0.77 acre.

Subject to the following:

1. All utilities that cross the premises and the right to maintain them. Lessor retains the right to install and maintain utilities across the premises to retained adjacent property.
2. All easements and restrictions shown on the title report attached and those observable on the land, including but not limited to any part of said parcel extending into and over sidewalks, curbs, gutters and roadways.
3. The right of Lessor to place and use a garbage dumpster at the site it is presently located on the southwest portion of said premises.
4. The right of ingress and egress and to make deliveries from and to 9400 South Street and 700 East Street from adjoining property on the south.
5. Lessee will put no barriers between the above premises and the property on the south and west.
6. Lessor is retaining adjoining property which is not to be considered part of the leased premises.

Lessor: Anderson Lessee: Date of Lease:
 Investment Corp. Scott M. Waldron August 3, 1982
Location Code: I

Legal Description:

Beginning at a point on the East line of the property deeded to the City of West Jordan by Special Warranty Deed dated May 2, 1977, said point being South 0°03'25" East along the quarter section line 183.07 feet and North 89°57'15" East parallel with the North line of Section 34, Township 2 South, Range 1 West, Salt Lake Base and Meridian; 43.50 feet from the North quarter corner of said Section 34; thence North 89°57'15" East 71.99 feet; thence North 0°03'25" West 53.00 feet; thence North 89°57'15" East 117.49 feet; thence South 0°03'25" East 222.0 feet; thence South 89°57'15" West 189.48 feet to said East line of the City of West Jordan's property; thence North 0°03'25" West along said East line 169.06 feet to the point of beginning.

Together with a right-of-way for ingress and egress to 7800 South Street from said property to the extent and for the time Lessor has the control over the property described as follows:

A 20-foot wide right-of-way for both ingress and egress from the above property to 7800 South Street, approximately 116 feet east of the east line of Redwood Road over the following described property:

Beginning at a point 183 feet South from the Northwest corner of the Northeast quarter of Section 34, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running thence East 115.5 feet; thence North 53 feet; thence East 78.5 feet; thence North 130 feet to the center of 7800 South Street; thence West 194.0 feet; thence South 183 feet to the point of beginning.

Subject to the following:

1. All utilities that cross the premises and the right to maintain them. Lessor retains the right to

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install and maintain utilities across the premises to retained adjacent property.

2. All easements and restrictions shown on the title report attached and those observable on the land, including but not limited to any part of said parcel extending into and over sidewalks, curbs, gutters and roadways.

3. Lessee will put no barriers between the premises and the adjoining property retained by Lessor.

4. Lessor is retaining, and such is not to be considered part of the leased premises, adjoining property not included in the Lease, together with a right of ingress and egress over the above-described property as follows: from _____ Street to and from the property that Lessor is retaining on the east side of the property being leased herein.

Lessor: Dee's, Inc.
Location Code: K

Lessee:
Scott M. Waldron

Date of Lease:
August 3, 1982

Legal Description:

Beginning at a point 200 feet South of the Southeast corner of Lot 17, HILLSDALE SUBDIVISION No. 2, said Southeast corner of Lot 17 being 399.69 feet North 0°05'25" West and 1077.68 feet North 89°56'05" East from the Southwest corner of Section 28, Township 1 South, Range 1 West, Salt Lake Base and Meridian; running South 89°56'05" West 140 feet; thence South 165.94 feet, more or less, to the North line of 3500 South Street; thence along said North line North 89°53'20" East 140 feet, more or less, to a point due South of the place of beginning; thence North 165.83 feet, more or less, to the place of beginning.

Also: Beginning 100 feet South of the Southeast corner of Lot 17, HILLSDALE SUBDIVISION No. 2, said Southeast corner being 399.69 feet North 0°05'25" West and 1077.68 feet North 89°56'05" East from the Southwest corner of Section 28, Township 1 South, Range 1 West, Salt Lake Base and Meridian and running thence South

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89°56'05" West 140 feet; thence South 100 feet; thence North 89°56'05" East 140 feet; thence North 100 feet to the place of beginning.

Subject to the following:

1. All utilities that cross the premises and the right to maintain them.
2. All easements and restrictions shown on the title report attached and those observable on the land, including but not limited to any part of said parcel extending into and over sidewalks, curbs, gutters and roadways.
3. A conditional use permit for parking as per letter dated August 3, 1972 from Salt Lake County in reference to north parcel.

Lessor: Dee's, Inc.
Location Code: L

Lessee:
Scott M. Waldron

Date of Lease:
August 3, 1982

Legal Description:

Beginning at the Southeast corner of Lot 1, Block 70, Plat "A", Salt Lake City Survey, and running thence West 140 feet; thence North 90.75 feet; thence West 25 feet; thence North 41.25 feet; thence East 165 feet; thence south 132 feet to the point of beginning.

Subject to the following:

1. All utilities that cross the premises and the right to maintain them. Lessor retains the right to install and maintain utilities across the premises to retained adjacent property.
2. All easements and restrictions shown on the title report attached and those observable on the land, including but not limited to any part of said parcel extending into and over sidewalks, curbs, gutters and roadways.
3. A right of ingress and egress to 200 South Street from the adjoining property on the west.

4. Lessee will put no barriers between the premises and the adjoining property retained by Lessor.

Lessor: Anderson

Lessee:

Date of Lease:

Investment Corp. Scott M. Waldron

August 3, 1982

Location Code: 0

Legal Description:

Lot 2 and the East 10 feet of Lot 1 of ARK SUBDIVISION, according to the official plat thereof on file in the office of the County Recorder of Salt Lake County.

Subject to and together with a nonexclusive 25.0 foot wide right-of-way limited to use in connection with adjoining property to which it is appurtenant, and the centerline of which is described as follows:

Beginning on the North line of 9000 South Street, said point being South 89°53' West along the centerline of 9000 South Street 1866.81 feet and North 0°07' West 73.00 feet from an existing monument in the intersection of 9000 South and State Street, said point being also North 162.60 feet and East 869.86 feet from the center of Section 1, Township 3 South, Range 1 West, Salt Lake Base & Meridian, and running thence North 0°07' West 214.50 feet; thence South 89°53' West 444 feet, more or less, to the Easterly line of 240 West Street. The location of the right-of-way may be changed upon mutual agreement among the owners of adjoining property to which it is appurtenant.

Subject to the following:

1. All utilities that cross the premises and the right to maintain them. Lessor retains the right to install and maintain utilities across the premises to retained adjacent property.

2. All easements and restrictions shown on the title report attached and those observable on the land, including but not limited to any part of said parcel

extending into and over sidewalks, curbs, gutters and roadways.

3. A right of ingress and egress from and to 9000 South Street to the adjoining property of Lessor on the West over the West 20 feet of the above-described premises.

4. The landscaping requirements of Sandy City not presently fully complied with.

Lessor: Dee's, Inc.
Location Code: Q

Lessee:
Scott M. Waldron

Date of Lease:
August 3, 1982

Legal Description:

Part of the Northeast quarter of the Northwest quarter of Section 22, Township 1 South, Range 1 West, Salt Lake Base and Meridian; Beginning at the intersection of the Southerly right-of-way line of Utah State Highway F. A. Project No. 218 and the Westerly line of Utah State Highway F. A. Project No. 229, which point is South $0^{\circ}02'16''$ West 50.00 feet and South $89^{\circ}41'$ West 69.00 feet from a Salt Lake City monument, said monument being North $33^{\circ}25'29''$ East 3.60 feet from the Northeast corner of the Northwest quarter of said Section 22 and running thence from said point of beginning South $2^{\circ}13'$ East along said Westerly right-of-way line of Utah State Highway F. A. Project No. 229 a distance of 160.00 feet; thence South $89^{\circ}41'$ West 160.00 feet; thence North $2^{\circ}13'$ West 160.00 feet to said Southerly right-of-way line of Utah State F. A. Project No. 218; thence North $89^{\circ}41'$ East 160.00 feet to the point of beginning.

Together with a right to use jointly with Lessor and others for parking and driveway as designated by Lessor from time to time over the North 50-foot strip along the adjoining property on the South side of said property.

Subject to the following:

1. All utilities that cross the premises and the right to maintain them. Lessor retains the right to

install and maintain utilities across the premises to retained adjacent property.

2. All easements and restrictions shown on the title report attached and those observable on the land, including but not limited to any part of said parcel extending into and over sidewalks, curbs, gutters and roadways.

3. Lessee will put no barriers between the premises and the adjoining property retained by Lessor.

4. Lessor is retaining, and such is not to be considered part of the leased premises, adjoining property not included in the Lease, together with a right of ingress and egress over the above-described property as follows: from 2100 South Street and Redwood Road to and from the property that Lessor is retaining on the South side of the property being leased herein.

Lessor: Dee's, Inc.
Location Code: S

Lessee:
Scott M. Waldron

Date of Lease:
August 3, 1982

Legal Description:

Beginning at a point 2 rods North and 2 rods West from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and running thence North 190 feet along the West line of 5600 West Street; thence West 190 feet; thence South 190 feet to the North line of 3500 South Street; thence East along said North line 190 feet to the point of beginning.

LESS: Beginning at a point North 0°09'50" West along the Section line 33.00 feet and South 89°59'10" West 33.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and running thence South 89°59'10" West 190.00 feet; thence North 0°09'50" West 7.00 feet; thence North 89°59'10" East 170.00 feet; thence North 0°09'50" West 183.00 feet; thence North 89°59'10" East 20.00 feet; thence South 0°09'50" East 190.00 feet to the point of beginning.

Subject to the following:

1. All utilities that cross the premises and the right to maintain them. Lessor retains the right to install and maintain utilities across the premises to the adjoining property on the north and the west.

2. All easements and restrictions shown on the title report attached and those observable on the land, including but not limited to any part of said parcel extending into and over sidewalks, curbs, gutters and roadways.

3. Present parking which extends over on other property not included in this Lease.

4. Lessee will put no barriers between the premises and the adjoining property on the North and the West.

Schedule II-B

(Borrower as Lessee)

LEASE AGREEMENTS ASSIGNED TO LENDER AS COLLATERAL
FOR OBLIGATIONS OF BORROWERS PURSUANT TO INDENTURE
OF MORTGAGE AND LOAN AGREEMENT DATED AUGUST 3, 1982

Leaseholds Situate in Davis County, State of Utah

Lessor: Dee's, Inc.
Location Code: W

Lessee:
Scott M. Waldron

Date of Lease:
August 3, 1982

Legal Description:

Beginning at a point 1024.98 feet South 0°08' West along the Quarter Section line and North 89°58' West 662.35 feet and South 0°02' West 126.2 feet from the Northeast corner of the Southwest Quarter of Section 1, Township 4 North, Range 2 West, Salt Lake Meridian, in the City of Clearfield, and running thence North 89°58' West 248.07 feet, more or less, to the Easterly line of a highway; thence South 41°24' East 166.79 feet, more or less, along the Easterly line of said highway to the North line of a street; thence South 89°58' East 138.11 feet, more or less, along said street to a point due South of the point of beginning; thence North 125.08 feet, more or less, to the point of beginning.

Together with and subject to the right of access over adjoining property on the North as per Agreement with J. Ron Stacey dated December 5, 1978.

Subject to the following:

1. All utilities that cross the premises and the right to maintain them.
2. All easements and restrictions shown on the title report attached and those observable on the land,

including but not limited to any part of said parcel extending into and over sidewalks, curbs, gutters and roadways.

3. A right of the City of Clearfield or the State of Utah to change entrances and exits as per letter dated March 1, 1979 from Dee's, Inc.

Schedule II-C

(Borrower as Lessee)

LEASE AGREEMENTS ASSIGNED TO LENDER AS COLLATERAL
FOR OBLIGATIONS OF BORROWERS PURSUANT TO INDENTURE
OF MORTGAGE AND LOAN AGREEMENT DATED AUGUST 3, 1982

Leaseholds Situate in Weber County State of Utah

Lessor: Dee's, Inc. Lessee: Date of Lease:
Location Code: X Scott M. Waldron August 3, 1982

Legal Description:

All of Lot 1, McGill's Amended Addition to Ogden City, according to the official plat thereof, together with the South 5 feet of Lot 15, and all of Lots 16, 17, 18, 19, 20, and 21 of McGill's Addition to Ogden City, Utah, according to the official plat thereof.

Subject to the following:

1. All utilities that cross the premises and the right to maintain them.
2. All easements and restrictions shown on the title report attached and those observable on the land, including but not limited to any part of said parcel extending into and over sidewalks, curbs, gutters and roadways.
3. Claims re vacation of alleyway.

Lessor: Dee's, Inc. Lessee: Date of Lease:
Location Code: Y Scott M. Waldron August __, 1982

Legal Description:

Beginning at a point North 0°58'00" East 184.130 feet and South 89°02'00" East 240.00 feet from a monument in the intersection of Harrison Boulevard and Country Hills Drive, said monument being South 0°01'38" East 1499.124

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feet from the Northwest corner of Section 10, Township 5 North, Range 1 West, Salt Lake Base and Meridian; and running thence North 0°58'00" East 162.00 feet; thence North 89°02'00" West 178.521 feet to the East line of Harrison Boulevard; thence South 5°01'11" West 162.406 feet along said East line; thence South 89°02'00" East 190.00 feet to the point of beginning, containing 0.6853 acre.

Together with a right-of-way in common with others for ingress and egress from the above property to Country Hills Drive over the following described parcels in accordance with the limitations Lessor has on the use of said right-of-way:

Parcel No. 1: Beginning at a point North 0°58'00" East 184.130 feet and South 89°02'00" East 240.00 feet from a monument in the intersection of Harrison Boulevard and Country Hills Drive, said monument being South 0°01'38" East 1499.124 feet from the Northwest corner of Section 10, Township 5 North, Range 1 West, Salt Lake Base and Meridian; and running thence North 0°58'00" East 30.00 feet; thence South 89°02'00" East 80.00 feet; thence South 0°58'00" West 30.00 feet; thence North 89°02'00" West 80.00 feet to the point of beginning, containing 0.0551 acre.

Parcel No. 2: Also a tract of land commencing East along the Section line 76.25 feet and South 0°58' West 1315.4 feet from the Northwest corner of said Northwest Quarter of Section 10, Township 5 North, Range 1 West, Salt Lake Base and Meridian, said point being the Northwest corner of the Texaco, Inc. property, and running thence South 89°02' East 240.0 feet to the true point of beginning; running thence South 89°02' East 30.00 feet; thence South 0°58' West 181.87 feet to the North line of Country Hills Drive; thence North 82°00' West 30.23 feet along said North line of Country Hills Drive; thence North 0°58' East 179.61 feet to the point of beginning.

Subject to the following:

1. All utilities that cross the premises and the right to maintain them. Lessor retains the right to install and maintain utilities across the premises to retained adjacent property.

2. All easements and restrictions shown on the title report attached and those observable on the land, including but not limited to any part of said parcel extending into and over sidewalks, curbs, gutters and roadways.

3. No barriers to the property on the North and East and to and from the said right-of-way.

4. A right-of-way over the North 25 feet of the premises being leased herein for the joint use for ingress and egress by Lessee and Lessor and Lessor's tenants and the employees, customers and invitees of Lessor and Lessor's tenants to and from Harrison Boulevard to the adjoining property on the North and East of the premises being leased herein.

5. Lessor is retaining adjoining property which is not to be considered part of the leased premises.

Lessor: Dee's, Inc.
Location Code: Z

Lessee:
Scott M. Waldron

Date of Lease:
August 3, 1982

Legal Description:

A part of the Northeast Quarter of Section 20, Township 6 North, Range 1 West, Salt Lake Meridian, United States Survey: Beginning at the intersection of the West line of Washington Avenue and the North line of 12th Street, and running thence North 162.22 feet along the West line of Washington Avenue; thence West 129.5 feet; thence South 162.65 feet to the North line of 12th Street; thence East 129.5 feet along the North line of 12th Street to the place of beginning.

Together with and subject to a right-of-way over the following described land, to-wit: Beginning at a point on the North line of 12th Street 129.5 feet West of the West line of Washington Avenue, and running thence North parallel to Washington Avenue 162.65 feet; thence West 15 feet; thence South 162.65 feet to a point 15 feet West of the place of beginning; thence East 15 feet to the place of beginning.

Also: Part of the Northeast Quarter of Section 20, Township 6 North, Range 1 West, Salt Lake Base and Meridian: Beginning at a point 162.22 feet North along the West line of Washington Boulevard from the intersection of the West line of Washington Boulevard with the North line of 12th Street (as widened in 1976) and West 144.5 feet, more or less, to the West line of 15-foot wide right-of-way described below; running thence South 86.48 feet, more or less, along the West line of said 15-foot wide right-of-way to the North line of a 10.44-foot wide right-of-way described below; thence North 89°09'45" West 100.0 feet along the North line of said 10.44-foot wide right-of-way; thence North 86.48 feet, more or less, to a point due West of the point of beginning; thence East 100 feet, more or less, to the point of beginning.

Together with a right-of-way over, across and along the 15-foot wide strip of land described immediately hereinbelow.

Description of 15-foot wide right-of-way: Beginning at the Northwest corner of property of Continental Oil Company (Weber Tax Serial No. 12-110-0001); running thence West 15.0 feet; thence South 162.65 feet, more or less, to the North line of 12th Street as widened; thence East 15.0 feet along said North line; thence North 162.65 feet, more or less, to the point of beginning.

Description of 10.44-foot wide right-of-way: Beginning at the Northeast corner of property of Sofspray of Ogden, Inc. (Weber County Tax Serial No. 12-110-0036); running thence West 100 feet; thence South 10.44 feet; thence East 100 feet; thence North 10.44 feet to the point of beginning.

Subject to the following:

1. All utilities that cross the premises and the right to maintain them.
2. All easements and restrictions shown on the title report attached and those observable on the land, including but not limited to any part of said parcel extending into and over sidewalks, curbs, gutters and roadways.

Schedule II-D

(Borrower as Lessee)

LEASE AGREEMENTS ASSIGNED TO LENDER AS COLLATERAL
FOR OBLIGATIONS OF BORROWERS PURSUANT TO INDENTURE
OF MORTGAGE AND LOAN AGREEMENT DATED AUGUST 3, 1982

Leaseholds Situate in Cache County, State of Utah

Lessor: Dee's, Inc.
Location Code: AA

Lessee:
Scott M. Waldron

Date of Lease:
August 3, 1982

Legal Description:

Beginning at a point North 46.36 feet on the Monument line of Main Street and South 89°52'12" East 61.0 feet from the Monument in the intersection of Main Street and 200 North in Logan, Utah, and running thence South 89°52'12" East 165.307 feet to a point 0.3 feet West of an existing four-foot high chain link fence; thence North 176.183 feet more or less parallel to said fence and along a five-foot high cinder block wall to the North of said fence to a point 0.4 feet South of the five-foot high cinder block wall; thence North 89°52'12" West 165.31 feet more or less parallel to said wall and along the South wall of the existing motel structure and South 176.18 feet to the point of beginning.

Subject to the following:

1. All utilities that cross the premises and the right to maintain them.
2. All easements and restrictions shown on the title report attached and those observable on the land, including but not limited to any part of said parcel extending into and over sidewalks, curbs, gutters and roadways.

including but not limited to any part of said parcel extending into and over sidewalks, curbs, gutters and roadways.

3. To sublease for parking on North 20 feet as per Sublease with Regal Recreation, Inc. dated September 1, 1980.

Schedule III-A

(Borrower as Sublessor)

LEASE AGREEMENTS ASSIGNED TO LENDER AS COLLATERAL
FOR OBLIGATIONS OF BORROWERS PURSUANT TO
INDENTURE OF MORTGAGE AND LOAN AGREEMENT
DATED AUGUST 3, 1982

Leaseholds Situate in Salt Lake County, State of Utah

<u>Lessors:</u>	<u>Lessee:</u>	<u>Date and Term of Lease:</u>
Roderick Enterprises William C. Roderick Mary C. Roderick (Location Code E)	Anderson Investment assigned to Dee's, Inc. (1-1-80)	5-28-70, 20 years plus 2-10 year option

Legal Description:

Commencing at the Southeast corner of 6400 South Street and State Street in Salt Lake County, State of Utah, which point is more particularly described as being South 84°35'35" East 51.86 feet and South 03°53' West 33.01 feet from a Salt Lake County monument located at the intersection of 6400 South and State Street, and this monument being West 131.1 rods (2,163.15 feet) and North 04°00'25" East 679.82 feet from the center of Section 9, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and from this point of beginning running thence along the South right of way line of 6400 South Street, South 84°35'35" East 150 feet; thence South 03°53' West 135 feet; thence North 84°35'35" West 150 feet to the East right of way line of State Street; thence along said right of way line North 03°53' East 135 feet to the point of beginning.

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<u>Lessors:</u>	<u>Lessee:</u>	<u>Date and Term of Lease:</u>
Spencer L. Nunley Donna M. Nunley Florien J. Wineriter Carol A. Wineriter (Location Code M) (? - addresses don't match exactly)	Dee's, Inc.	11-2-74, 5 years plus 5-5 year option

Legal Description:

Commencing North 0°12' West 60 feet and North 89°53' East 53 feet from the South Quarter Corner of Section 34, Township 1 South, Range 1 West, Salt Lake Meridian; thence South 89°56'15" East 3.88 feet; thence Easterly along a curve to the left bordering 4100 South Street 119.5 feet; thence North 78°01'14" East bordering 4100 South Street 51.62 feet; thence North 150 feet; thence West 175 feet more or less to the border of Redwood Road; thence South bordering Redwood Road 150 feet more or less of the point of beginning.

<u>Lessor:</u>	<u>Lessee:</u>	<u>Date and Term of Lease:</u>
Professional Manivest, Inc. (Location Code N)	Dee's, Inc.	6-15-76, 15 years plus 2-5 year option

Legal Description:

Commencing at a point on the South line of 5600 South Street, said point being South 1340.07 feet and East 1559.02 feet from the Northwest corner of Section 17, Township 2 South, Range 1 East, Salt Lake Base and Meridian, Salt Lake County, Utah, and running thence South 0°14'30" West 155 feet; thence South 89°49'35" East 155 feet to the West line of 900 East Street; thence North 0°14'30" East along the West line of 900 East Street 155 feet to the intersection of the West line of 900 East Street and the South line of 5600 South Street; thence North 89°49'35" West along the South line of 5600 South Street 155 feet to the point of commencement.

TOGETHER with a right of parking in common with others in the shopping center over the following:

An area of parking a minimum of 30 feet wide adjoining and all along the West and South boundary of the above described leased premises more particularly described as follows:

COMMENCING at a point on the South line of 5600 South Street, said point being South 1340.07 feet and East 1559.02 feet from the Northwest corner of Section 17, Township 2 South, Range 1 East, Salt Lake Base and Meridian, Salt Lake County, Utah, and running thence West along the South line of 5600 South Street 30 feet, thence South 0° 14' 30" West 185 feet; thence South 89° 49' 35" East 185 feet to the West line of 900 East Street; thence North 0° 14' 30" East along the West line of 900 East Street 30 feet to the South boundary of the above described leased premises, thence West along the South boundary of the above described leased premises 155 feet to the West boundary of the above described leased premises, thence North along the West boundary of the above described premises 155 feet to the point of commencement.

<u>Lessor:</u>	<u>Lessee:</u>	<u>Date and Term of Lease:</u>
Brasher Investment (Location Code J)	Anderson Investment Corp., assigned to Dee's Inc. (1-1-80)	9-19-61, 10 years plus 7 year option -- extended to 10-31-85 without option

Legal Description:

Commencing at a point on the East side of State Street which is 938.19 feet South and 33 feet East from the Northwest corner of Lot 9, Block 17, Ten Acre Plat "A", Big Field Survey, which said point of beginning is further identified as the Northeast corner of the intersection of Ford Avenue and State Street; thence North 167 feet; thence East 217 feet; thence South 167 feet to the North line of Ford Avenue; thence West along the North line of Ford Avenue to the point of beginning.

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<u>Lessor:</u>	<u>Lessee:</u>	<u>Date and Term of Lease:</u>
Dansie/Roberts/Wilcox	Dee's Inc.	February 15, 1977
Olsen/Stark/Smith/Bennion		15 years, with
Espenschied/Anderson		2-5 year renewal
(Location Code P)		

LEGAL DESCRIPTION:

PARCEL NO. 1:

BEGINNING 33 feet North and 33 feet West from the Southeast Corner of the Southwest Quarter of Section 27, Township 3 South, Range 1 West, Salt Lake Meridian; thence North 75 feet; thence West 100 feet; thence South 75 feet; thence East 100 feet to BEGINNING

TOGETHER WITH a right of way over the following described tract of land:

BEGINNING 33 feet North and 133 feet West from the Southeast Corner of the Southwest Quarter of said Section 27, and running thence North 219 feet; thence West 11 feet; thence South 219 feet; thence East 11 feet to the point of BEGINNING.

PARCEL NO. 2:

BEGINNING 33 feet West and 108 feet North from the Southeast Corner of the Southwest Quarter of Section 27, Township 3 South, Range 1 West, Salt Lake Meridian; thence north 36 feet; thence West 100 feet; thence South 36 feet; thence East 100 feet to BEGINNING.

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TOGETHER WITH a right of way over the following described tract of land:

BEGINNING 33 feet North and 133 feet West from the Southeast Corner of the Southwest Quarter of said Section 27, and running thence North 219 feet; thence West 11 feet; thence South 219 feet; thence East 11 feet to the point of BEGINNING.

PARCEL NO. 3

BEGINNING 33 feet West and 144 feet North from the Southeast corner of the Southwest Quarter of Section 27, Township 3 South, Range 1 West. Salt Lake Meridian; thence North 36 feet; thence West 100 feet; thence South 36 feet; thence East 100 feet to BEGINNING.

TOGETHER WITH a right of way over the following described tract of land:

BEGINNING 33 feet North and 133 feet West from the Southeast corner of the Southwest Quarter of said Section 27, and running thence North 219 feet; thence West 11 feet; thence South 219 feet; thence East 11 feet to the point of BEGINNING.

PARCEL NO. 4:

BEGINNING 33 feet West and 180 feet North of the Southeast corner of the Southwest Quarter of Section 27, Township 3 South, Range 1 West. Salt Lake Meridian; thence North 36 feet; thence West 100 feet; thence South 36 feet; thence East 100 feet to BEGINNING.

TOGETHER WITH a right of way over the following described tract of land:

BEGINNING 33 feet North and 133 feet West from the Southeast Corner of the Southwest Quarter of said Section 27, and running thence North 219 feet; thence West 11 feet; thence South 219 feet; thence East 11 feet to the point of BEGINNING.

PARCEL NO. 5

BEGINNING 33 feet West and 216 feet North of the Southeast corner of the Southwest Quarter of Section 27, Township 3 South, Range 1 West. Salt Lake Meridian, thence North 36 feet; thence West 100 feet; thence South 36 feet; thence East 100 feet to the point of BEGINNING.

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TOGETHER WITH a right of way over the following described tract of land:

BEGINNING 33 feet North and 133 feet West from the Southeast Corner of the Southwest Quarter of said Section 27, and running thence North 219 feet; thence West 11 feet; thence South 219 feet; thence East 11 feet to the point of BEGINNING.

PARCEL NO. 6:

BEGINNING 33 feet West and 252 feet North of the Southeast corner of the Southwest Quarter of Section 27, Township 3 South, Range 1 West, Salt Lake Meridian, thence North 50 feet; thence West 254 feet; thence South 50 feet; thence East 254 feet to the point of BEGINNING.

* * *

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Schedule III-B

(Borrower as Sublessor)

LEASE AGREEMENTS ASSIGNED TO LENDER AS COLLATERAL
FOR OBLIGATIONS OF BORROWERS PURSUANT TO
INDENTURE OF MORTGAGE AND LOAN AGREEMENT
DATED AUGUST 3, 1982

Leaseholds Situate in Davis County, State of Utah

<u>Lessors:</u>	<u>Lessee:</u>	<u>Date and Term of Lease:</u>
William K. Olson Barbara L. Olson (Location Code T)	Anderson Investment assigned to Dee's, Inc. (1-1-80)	11-9-71, 10 years plus 3-5 year option

Legal Description:

PARCEL 1:

Commencing 9.24 rods West from the Southeast corner of Lot 4, Block 3, North Mill Creek Plat, Bountiful Townsite Survey, and running thence South 89° 45-1/2' West 73 feet; thence North 132 feet; thence North 89° 45-1/2' East 73 feet; thence South 132 feet to COMMENCEMENT.

PARCEL 2:

COMMENCING at the Southeast corner of Lot 4, Block 3, North Mill Creek Plat, Bountiful Townsite Survey, in the City of Bountiful, and running thence West 152.46 feet along the North line of a street; thence North 118 feet; thence East 152.46 feet; thence South 118 feet to the point of COMMENCEMENT.

<u>Lessor:</u>	<u>Lessee:</u>	<u>Date and Term of Lease:</u>
Douglas J. Allred (Location Code T)	Dee's, Inc.	12-14-73, through 12-31-74, after that on a year-to-year basis.

Legal Description:

Commencing 225.46 feet West of the Southeast corner of Lot 4, Block 3, North Mill Creek Plat, Bountiful Townsite Survey, and running thence West 70 feet, thence North 140 feet, thence East 70 feet to the West boundary of the property Lessee is leasing which is owned by William K. Olson and Barbara L. Olson and thence South along the West boundary line of the Olson property 140 feet to the point of beginning.

<u>Lessors:</u>	<u>Lessee:</u>	<u>Date and Term of Lease:</u>
William K. Olsen Barbra L. Olsen (Location Code U)	Dee's, Inc., subleased to Woods Cross Hydrotube Waterslide Assoc. (1-1-82 to 8-31-92)	4-30-77, 15 years plus 2-5 year option

Legal Description:

PARCEL A:

Beginning at a point which is approximately 1947.12 feet North and 1239.18 feet East and 27.25 feet North 89° 52' West and 142.44 feet North 26° 06' 49" East, from the South 1/4 Corner of Section 36, Township 2 North, Range 1 West, Salt Lake Base and Meridian, in Woods Cross, Davis County, Utah, thence North 26° 06' 49" East 186.9 feet more or less to the South side of 2500 South Street, a private road, thence Southeasterly 100.00 feet more or less along said road, thence South 89° 52' East 45.0 feet more or less along the south side of said road, thence 63.61 feet around a 30 foot curve to the right to Highway 91, thence South 31° 21' West 96.17 feet along the west side of Highway 91, thence North 89° 52' West 187.50 feet to the point of beginning.

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PARCEL B:

Beginning at a point in the north side of 2600 South Street in Woods Cross, Utah, said point being approximately 1947.12 feet North and 1239.18 feet East, from the South 1/4 Corner of Section 36, Township 2 North, Range 1 West, Salt Lake Base and Meridian, said point also being 53.0 feet at right angles north from the center line at Station 28+34.46 of Project NS-129(1) by the Utah State Road Commission in Woods Cross, Davis County, Utah; thence North 89° 52' West 27.25 feet, thence North 26° 06' 49" East 142.44 feet, thence South 89° 52' East 187.50 feet to the Northwesterly boundary line of Highway 91, thence South 31° 21' West 149.72 feet to the north side of said 2600 South Street, thence North 89° 52' West 145.05 feet to the point of beginning.

PARCEL B (SOUTH):

Begin at a Utah State Highway Right of Way marker at the Northwest corner of 2600 South and Highway 91 said point being West 1371.604 feet and North 1937.641 feet from the Southeast corner of Section 36, Township 2 North, Range 1 West, Salt Lake Base and Meridian and running thence N31°12'33"E 149.786 feet along the West line of said Highway 91 thence N89°57'16"W 187.414 feet, thence S26°01'34"W 142.44 feet to the North line of said 2600 South Street, thence along said North line S89°54'47"E 172.30 feet to the point of beginning.

Contains .5291 acres.

PARCEL A (NORTH):

Begin at a point on the West line of Highway 91 said point being West 1293.99 feet and North 2065.75 feet from the Southeast corner of Section 36, Township 2 North, Range 1 West, Salt Lake Base and Meridian and running thence N31°12'33"E 111.349 feet to a point of tangency with a 21.54 foot Radius Curve to the left thence along the arc of said curve 45.58 feet, thence S89°58'05"W 50.45 feet to a point of tangency with a 130.50 foot Radius curve to the right thence along the arc of said curve 105.263 feet, thence S26°01'34"W 186.86 feet to the Point of Beginning.

thence S 89°57'16" E 187.414 feet

Contains .6006 acres.

PARCEL C (WEST):

Begin on the North line of 2600 South Street at a point West 1543.903 feet and North 1937.903 feet from the Southeast corner of Section 36, Township 2 North, Range 1 West, Salt Lake Base and Meridian and running thence N26°01'34"E 329.30 feet, thence N50°36'38"W 35.25 feet, thence S89°29'33"W 133.81 feet to the East line of the K-Mart property, thence S00°00'47"E 255.15 feet, thence S26°43'13"W 69.266 feet to the North line of 2600 South Street, thence S89°54'47"E 47.647 feet along said 2600 South Street to the Point of Beginning.

Contains .6990 acres.

Lessors:

Alvin H. Johnson
Maureen Johnson
John H. Field
Rita Ann Field
(Location Code V)

Lessee:

Dee's, Inc.

Date and Term of Lease:

8-25-72, 15 years plus
3-5 year option

Legal Description:

Beginning on the North line of Gentile Street, North 89°10'55" West 74.58 feet along said street from an angle corner of the property conveyed to the Board of Education of Davis County School District, by warranty deed recorded April 9, 1965, in Book 314, page 478, which point is North 0°49' East 33.0 feet and North 89°10'55" West 302.43 feet along said street from the South Quarter corner of Section 21, Township 4 North, Range 1 West, Salt Lake Meridian, in the City of Layton, and running thence South 89°10'55" East 165 feet along said street; thence North 0°49' East 175.45 feet; thence North 89°25'24" West 165 feet; thence South 0°49' West 175.45 feet to the point of beginning.

Together with and subject to the right of reasonable ingress and egress over the property immediately East of the above-described property.

SCHEDULE IV

LOCATION OF COLLATERAL

Location Code

Salt Lake County

A	837 West North Temple
B	753 East 2100 South
C	1122 South State
D	217 East 400 South
E	6405 South State (Murray)
F	7024 South 2000 East (Holladay)
G	4163 West 5400 South (Kearns)
H	9400 South 700 East (Sandy)
I	7849 South Redwood Road
J	3405 South State
K	3010 West 3500 South (West Valley)
L	75 East 200 South
M	4905 South Redwood Road
N	5600 South 900 East (Murray)
O	224 West 9000 South (Sandy)
P	12600 South Redwood Road
Q	2100 South Redwood Road
R	1430 East 3300 South
S	3500 South 5600 West (West Valley)

Davis County

T	210 West 500 South (Bountiful)
U	2570 South Main (Woods Cross)
V	323 East Gentile Street (Layton)
W	450 South State (Clearfield)

Weber County

X	3433 Washington Blvd. (Ogden)
Y	4160 Harrison Blvd. (Ogden)
Z	1197 Washington Blvd. (Ogden)

Cache County

AA	202 North Main (Logan)
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Utah County

BB	1158 North University (Provo)
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POWER OF ATTORNEY

STATE OF UTAH

COUNTY OF SALT LAKE

Know all men by these presents, that I, Joan B. Lindsay, the undersigned, of 1251 North Grove Drive, Alpine, Utah, hereby make, constitute, and appoint Dean R. Lindsay, of 1251 North Grove Drive, Alpine, Utah, my true and lawful attorney in fact for me and in my name, place, and stead, giving unto said Dean R. Lindsay full power to do and perform all and every act that I may legally do through an attorney in fact, and every proper power necessary to carry out the purposes for which this power is granted, with full power of substitution and revocation, hereby ratifying and affirming that which Dean R. Lindsay or his substitute shall lawfully do or cause to be done by himself or his substitute lawfully designated by virtue of the power herein conferred upon him.

This power ends one ^{month} ~~year~~ from this date.

DATED this 2nd day of July, 1982.

Joan B. Lindsay
JOAN B. LINDSAY

On the 2nd day of August, 1982, personally appeared before me JOAN B. LINDSAY, the signer of the above instrument, who duly acknowledged to me that she executed the same.

W. A. Sandell
Notary Public
Residing in: Salt Lake City, Utah

My Commission Expires:

8-12-85

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