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ASSUMPTION AGREEMENT

THIS AGREEMENT is made this 14th day of August, 1982, between D. R. LINDSAY ASSOCIATES, a Utah limited partnership, DEAN R. LINDSAY AND JOAN B. LINDSAY, BOTH AS TRUSTEES FOR BOTH JOAN B. LINDSAY and DEAN R. LINDSAY, respectively (herein collectively "ASSUMER"), and FIRST SECURITY BANK OF UTAH, N.A., a corporation organized and existing under the laws of United States of America, whose address is 405 South Main Street, Salt Lake City, Utah 84111, (herein "LENDER"), for assumption with respect to that Indenture of Mortgage dated August 3, 1982, in the original amount of \$5,200,000.00, executed and delivered by Scott M. Waldron, Barbara J. Waldron, Dean R. Lindsay and Joan B. Lindsay, as BORROWERS to LENDER recorded in Salt Lake County, Davis County, Weber County, Cache County and Utah County and encumbering the following properties located in SALT LAKE County in the State of Utah, as more particularly set forth on Schedule(s) II-A and III-A attached hereto and incorporated herein by this reference, which has the addresses set forth in Schedule IV attached hereto and incorporated herein (herein "Property Addresses");

NOW THEREFORE, for and in consideration of the granting of consent by LENDER to the BORROWERS conveyance of an interest in the real property which is subject to the Indenture of Mortgage and of the benefits flowing to each of the parties hereto, they do agree as follows:

1. ASSUMPTION. ASSUMER hereby assumes and agrees to abide by all provisions of the Indenture of Mortgage securing such indebtedness as described above, but excluding the obligations of BORROWERS pursuant to the Note. In the event of any default by ASSUMER under the terms of such Indenture of Mortgage, LENDER may exercise all remedies available to it under the terms of such Indenture of Mortgage including an action at law against ASSUMER to collect any monies due under the Indenture of Mortgage, but excluding the Note, and exercise any or all of the remedies contained in the Indenture of Mortgage.

2. LENDER CONSENT. LENDER hereby consents to the transfer of an interest in such property to ASSUMER by BORROWER, hereby accepts ASSUMER as an additional obligor on the Indenture of Mortgage (but not on the Note). All other terms of the Indenture of Mortgage and the other Loan Documentation remain in full force and effect in accordance with their terms.

3. FURTHER TRANSFER OF PROPERTY. ASSUMER agrees that the granting of consent by LENDER to this transfer shall not constitute a waiver of the restrictions on transfer contained in such Indenture of Mortgage, and such restriction shall continue in full force and any future transfer or sale by ASSUMER or BORROWERS without the written consent of LENDER shall constitute a default of the terms of such Indenture of Mortgage, and LENDER, at its option, may exercise all remedies available to it under the terms of such Indenture of Mortgage and related Loan Documentation.

4. Nothing contained herein shall be construed to be a release or waiver of any of Lender's rights and remedies against the BORROWERS and notwithstanding the transfer of an interest in the property by one or more of the BORROWERS to ASSUMER, BORROWERS obligations under all of the Loan Documentation shall continue unmodified and shall be of full force and effect.

ASSUMER:

D. R. LINDSAY ASSOCIATES

By Dean R. Lindsay
General Partner

KALL...
 RECEIVED
 SALT LAKE COUNTY
 UTAH
 AUG 13 1 08 PM '82
 4700
 STEVEN...
 [Signature]

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

On this 11th day of August, 1982, personally appeared before me Dean R. Lindsay, as general partner of D. R. Lindsay Associates, the signer of the above instrument, who duly acknowledged to me that he executed the same on behalf of said partnership pursuant to authority granted in the partnership agreement.

My Commission Expires:

5-6-86

Deoni Arakaki
Notary Public
Residing at: Salt Lake City, Utah

ASSUMER:

Dean R. Lindsay
Dean R. Lindsay, as trustee
Joan B. Lindsay by Dean R. Lindsay
Joan B. Lindsay, as trustee
attorney in fact

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

On this 11th day of August, 1982, personally appeared before me Dean R. Lindsay as trustee, and Dean R. Lindsay as attorney for Joan B. Lindsay, in her capacity as trustee, the signer of the above instrument, who duly acknowledged to me that he executed the same, with full power and authority as the trustees and on behalf of both inter vivos revocable trusts dated July 15, 1980 and July 21, 1980, wherein Dean R. Lindsay and Joan B. Lindsay are both trustees.

My Commission Expires:

6-86

Deoni Arakaki
Notary Public
Residing at: Salt Lake City, Utah

FIRST SECURITY BANK OF UTAH, N.A.

John E. Bradford

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

On this 11th day of August, 1982, personally appeared before me John E. Bradford, who, being duly sworn, did say that he is the Vice President of FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, a corporation, and that the foregoing instrument was signed in behalf of said Corporation by authority of a Resolution of its Board of Directors, and said John E. Bradford acknowledged to me that said Corporation executed the same.

My Commission Expires:

5-6-86

Deoni Arakaki
Notary Public
Residing at: Salt Lake City, Utah

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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,

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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,

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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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108 feet; thence North 56.75 feet; thence West 1.67 feet; thence North 50.7 feet; thence East 109.67 feet; thence South 107.45 feet to the point of Beginning.

Parcel No. 3:

Beginning 107 feet 4 inches North from the Southwest corner of Lot 4, Block 54, Plat "A", Salt Lake City Survey, and running thence North 10 feet; thence East 165 feet; thence South 10 feet; thence West 165 feet to the place of Beginning. Subject to a right-of-way over the whole 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.

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

Legal Description:

COMMENCING at a point 2 rods West and 100.98 feet South from the Northeast corner of Section 28, Township 2 South, Range 1 East, Salt Lake Meridian, and running thence South 153.88 feet; thence West 14 rods; thence North 187.57 feet; thence South 82°55' East 232.78 feet to the place of beginning. Subject to a right-of-way over the Northerly 20 feet thereof.

Subject to the following:

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

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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.
Location Code: G

Lessee:
Scott M. Waldron

Date of Lease:
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.
Location Code: H

Lessee:
Scott M. Waldron

Date of Lease:
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.

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Lessor: Anderson Lessee: Date of Lease:
 Investment Corp. Scott M. Waldron August 2, 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.

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

Lessor: Anderson
Lessee: Investment Corp. Date of Lease: August 3, 1982
Location Code: 0 Scott M. Waldron

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

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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°02'16" West 50.00 feet and South 89°41' West 69.00 feet from a Salt Lake City monument, said monument being North 33°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°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°41' West 160.00 feet; thence North 2°13' West 160.00 feet to said Southerly right-of-way line of Utah State F. A. Project No. 218; thence North 89°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

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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 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.

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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 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.

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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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Lessors:

Spencer L. Nunley
Donna M. Nunley
Florien J. Wineriter
Carol A. Wineriter
(Location Code M)
(? - addresses don't
match exactly)

Lessee:

Dee's, Inc.

Date and Term of Lease:

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.

Lessor:

Professional
Manivest, Inc.
(Location Code N)

Lessee:

Dee's, Inc.

Date and Term of Lease:

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.

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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 leased 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>
BBW Co. (Location Code R)	Dee's, Inc.	10-15-76, 15 years without option.

Legal Description:

Commencing at a point 875.74 feet East and 1128.60 feet North from the Southwest corner of the Southwest 1/4 of Section 28, Township 1 South, Range 1 East, Salt Lake Meridian, thence West along the South side of 33rd South Street 200 feet to the East side of County Road known as Highland Drive; thence South 16 degrees East along the East side of Highland Drive 200 feet; thence East 144.87 feet; thence North 192.25 feet to the place of beginning.

<u>Lessors:</u>	<u>Lessee:</u>	<u>Date and Term of Lease:</u>
Hoyt W. Brewster Naomi S. Brewster (Location Code D)	Dee's Seventh East, Inc., assigned to Dee's, Inc. (1-2-72)	1-6-67, 50 years without option

Legal Description:

Beginning at the Southwest corner of Lot 3, Block 54, Plat A, Salt Lake City Survey, and running thence East 3 rods; thence North 10 rods; thence West 3 rods; thence South 10 rods, to the place of beginning, together with any other land included in this property and presently occupied by Lessors.

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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 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)

Utah County

BB 1158 North University (Provo)

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