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26 SEPTEMBER 89 11:21 AM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
FIRST AMERICAN TITLE
REC BY: REBECCA GRAY , DEPUTY

When Recorded Mail to:

Briggs and Morgan, P.A. (AMB)
2200 First National Bank Bldg.
332 Minnesota Street
St. Paul, Minnesota 55101

THIS AMENDED AND RESTATED
INDENTURE OF MORTGAGE IS
TO BE RECORDED IN SALT LAKE
COUNTY, STATE OF UTAH
APPLICABLE PROPERTY
DESCRIPTIONS ARE FOUND
ON PAGE _____

FIRST BANK
NATIONAL ASSOCIATION

Corporate Offices:
First Bank Place
120 South Sixth Street
Minneapolis, Minnesota 55402

AMENDED AND RESTATED
INDENTURE OF MORTGAGE

FIRST AMERICAN TITLE
No. 202001

Lender: First Bank National Association
Borrower: Titus Foods, Inc.
Address: 7050 South 2000 East, Suite 300
Salt Lake City, Utah 84121

AMOUNT OF LOAN: \$3,760,000
DATE OF LOAN: September 25, 1989

AMENDED AND RESTATED
INDENTURE OF MORTGAGE

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AMENDED AND RESTATED
INDENTURE OF MORTGAGE

(INCLUDING SECURITY AGREEMENT
WITH ASSIGNMENTS)

THIS AMENDED AND RESTATED 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 25th day of September, 1989, by and between Titus Foods, Inc. ("Borrower"), as mortgagor, debtor, trustor, and/or assignor, as the case may be determined pursuant to provisions following hereinafter, and First Bank National Association, a national banking association ("Lender").

W I T N E S S E T H:

WHEREAS, Scott M. Waldron, Barbara J. Waldron, Dean R. Lindsay and Joan B. Lindsay, as mortgagor, executed and delivered to First Security Bank of Utah, National Association, as mortgagee, a certain Indenture of Mortgage, Deed of Trust and Security Agreement with Assignment of Leases, Rents and Accounts in the original principal amount of \$5,200,000 dated August 3, 1982 and recorded in the Official Records of Salt Lake County on August 13, 1982 as Entry No. 3702231 in Book 5402 at page 2795; and recorded in the Official Records of Davis County on August 13, 1982 as Entry No. 620866 in Book 911 at page 466; and recorded in the Official Records of Cache County on August 13, 1982 as Entry No. 453534 in Book 305 at page 254, as amended (the "Indenture of Mortgage"); and

WHEREAS, Borrower has succeeded to the interest of Scott M. Waldron, Barbara J. Waldron, Dean R. Lindsay and Joan B. Lindsay in and to the property encumbered by this Indenture; and

WHEREAS, Lender has succeeded to the interest of First Security Bank of Utah, National Association in and to the promissory note which is secured by the above described Indenture of Mortgage and which note is being amended and restated concurrently herewith in the principal amount of \$3,260,000 which, together with the amounts outstanding under an additional promissory note in the original principal amount of \$500,000 will be secured by this Indenture; and

WHEREAS, Borrower and Lender desire to amend and restate the Indenture of Mortgage upon the terms and conditions set forth hereinafter;

NOW, THEREFORE:

Mortgage, Conveyance, Grant and Assignment

FOR GOOD AND VALUABLE CONSIDERATION the receipt and benefit of which Borrower hereby acknowledges (including, but not limited to, the loan and advancement of funds pursuant to the Term Loan Agreement (the "Loan Agreement") of even date herewith among Borrower, Terratron, Inc. and Lender and the proceeds of the Promissory Notes (hereinafter the "Notes") issued by Borrower and Terratron, Inc. under the Loan Agreement, Borrower does hereby assign and grant to Lender all of the estate, right, title and interest of Borrower in and to the "Schedule II Real Property", provided, however, that notwithstanding the acceptance by Lender of such assignment, for purposes of the imposition or assumption of any obligations of Borrower as lessee, sublessee or assignee of the Schedule II Real Property such imposition or assumption of obligations shall only be effective after the occurrence of an Event of 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. Borrower shall have no right to revoke the aforesaid assignment during the time that any obligation or indebtedness secured hereby remains outstanding and Borrower shall make no other assignment, transfer or other disposition of its estate, right, title or interest in and to the Schedule II 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 Notes of Borrower and Terratron, Inc. of even date herewith with such maturity, and such payment and repayment provisions as provided in said Notes and in the Loan Agreement among Lender and Borrower and Terratron, Inc. which Notes have been executed by Borrower and Terratron, Inc. and delivered to and are payable to the order of Lender, and which are 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 Notes, the Loan Agreement, this Indenture, and any other loan documentation provided to Lender; and

(b) Payment of all sums advanced by Lender to preserve and protect the Real Property (hereinafter defined), and all proceeds, additions, accessions and substitutions thereto, with interest on such sums advanced accruing at a floating rate equal to three and one-quarter percent (3 1/4%) per annum in excess of the Reference Rate (as defined in the Loan Agreement), until paid by Borrower; 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 Borrower or its successor(s) or assigns, or any one of them by 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 the obligations, promises, and covenants of Borrower and Terratron, Inc. in the aforesaid Loan Agreement, the Notes, this Indenture, and any other documentation or agreements relating to or connected with the Loan Agreement, including any modifications or amendments to any of the foregoing, the 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 Real Property. "Real Property" for purposes of this Indenture shall mean and include: (a) the possessory or leasehold estates, rights, titles, and interests of Borrower in and to the real property described in attached Schedule II which are held pursuant to those lease agreements listed in the aforesaid Schedule II (referred to as the "Schedule II Real Property"); together with (b) the following:

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

1.01.2 All estate, title, right and interest of Borrower in and to all leases, subleases, rental agreements, management contracts, franchise and concession agreements covering the Schedule II Real Property or any part, parcel or portion thereof, now or hereafter existing, as may be renewed, modified, extended, or replaced as allowed hereunder, including, but not limited to those lease and sublease agreements listed in the attached Schedule II wherein Borrower appears as lessee or

sublessee, and including, but not limited to, all cash or security deposits, advance rentals, and deposits or payments of similar nature;

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

1.01.4 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;

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

1.01.6 The rights hereinafter granted in paragraphs 2.03-2.05 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 Borrower now has or may hereafter acquire in the Schedule II Real Property and including interest thereon, and the rights hereinafter granted in paragraph 2.13 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 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 Real Property or the Improvements and including interest thereon.

The aforesaid Real Property, including the items enumerated in 1.01.0-1.01.6 above, 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 BORROWER

Borrower hereby covenants and agrees:

2.01 Payments and Performance of Secured Obligations.
To pay when due the principal of and the interest on all

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indebtedness evidenced by the Notes 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 Notes and any extensions thereof, all of the obligations of Borrower and Terratron, Inc. under the Notes, 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 Borrower shall pay, when due, all claims for labor performed and material furnished in fulfilling the aforesaid obligations. Borrower further agrees 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. Borrower also agrees not to commit waste or to permit unreasonable deterioration of the Mortgaged Estate. Borrower agrees that it will not permit any permitted lessees or sublessees, if any, to destroy, waste or otherwise cause the unreasonable deterioration of the Mortgaged Estate or any part thereof. Borrower shall not substantially alter any of the Mortgaged Estate without the prior written consent of Lender and Borrower agrees 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 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 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 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 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 Lender, and such other insurance as, from time to time, shall be deemed by Lender to be required hereunder.

Flood insurance shall be obtained on the Mortgaged Premises on that portion of the Mortgaged Estate located in a flood plain, 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.

2.04 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 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 Lender. Borrower 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, Borrower 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 Borrower fails 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 Lender's interest, and Borrower will pay all premiums thereon promptly upon demand by Lender, and until such payment is made by Borrower, the amount of all such premiums together with interest thereon at a floating rate equal to three and one-quarter percent (3 1/4%) per annum in excess of the Reference Rate (as defined in the Loan Agreement) shall be secured by this Indenture. At the request and option of Lender and in the event of Borrower's failure to provide, maintain, keep in force or deliver to Lender the policies of insurance requested and required by this Indenture, Borrower shall deposit with Lender in monthly installments, an amount equal to one-twelfth of the estimated aggregate annual

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insurance premiums on any or all policies of insurance required hereunder. In no event shall the foregoing be construed as a requirement that Lender accept such deposits in lieu of Borrower's 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 Borrower 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, Borrower agrees, upon the request of Lender, to cause all bills, statements or other documents relating to the required insurance premiums to be sent or mailed directly to Lender. Upon receipt of such bills, statements or other documents, and providing Borrower has 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 Lender are or will be insufficient to pay such amounts as may then or subsequently be due, Lender shall notify Borrower and Borrower shall immediately deposit an amount equal to such deficiency with 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 Borrower shall be entitled to interest thereon at the then current passbook rate until such funds are expended by Lender as set forth herein.

2.05 Insurance Proceeds. That after the happening of any damage, injury, loss or casualty to the Mortgaged Estate or any part, parcel or portion thereof, Borrower shall give prompt and immediate written notice thereof to Lender. If there is no default under the terms of the Loan Documents and if Borrower 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 Borrower then still outstanding pursuant to the Loan Documents, 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 Lender to reduce the then outstanding sums secured by this Indenture and the excess, if any, shall be paid over to Borrower.

In the event that it is determined that the insurance proceeds are to be applied to restoration, then said proceeds shall be held by 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 Lender to be necessary to insure that the security for the obligations of Borrower hereunder is not in any way impaired. In the event the proceeds shall not be sufficient to complete the proposed restoration, Borrower shall, nevertheless, pay such funds as shall be necessary to complete such restoration in a timely fashion.

If the insurance proceeds held by Lender shall exceed the cost of restoration, such excess shall belong to 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.

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

2.06 Assignment of Policies Upon Foreclosure. That 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 Borrower 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 Borrower or the purchaser or grantee of the Mortgaged Estate. Borrower agrees 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 Borrower refuse or fail to do so within ten (10) days after demand therefor by Lender.

2.07 Indemnification; Subrogation; Waiver of Offset.

(a) That 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 Borrower or Lender pursuant to right hereunder, then Borrower 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 Borrower to enforce any of the terms hereof or of the Loan Documents or because of the breach by Borrower of any of the terms hereof or of the Loan Documents, or for the recovery of any sum secured hereby, Borrower 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 Borrower breaches or defaults 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 Borrower, Borrower shall pay Lender's reasonable attorneys' fees and expenses incurred by Lender whether or not an action is actually commenced against Borrower by reason of breach or default. Notwithstanding the foregoing, in any suit between Borrower and Lender where Borrower prevails, Borrower shall not be obligated to pay Lender's attorneys' fees.

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

(c) That except as otherwise provided by the Notes, all sums payable by Borrower 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 Borrower hereunder shall in no way be released, discharged or otherwise affected (except as expressly provided herein or in the Notes) 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 Borrower shall have notice or knowledge of any of the foregoing.

2.08 Taxes and Impositions.

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

(d) That Borrower 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 Borrower's covenant to pay any such Imposition at the time and in the manner provided in this Section 2.09, unless Borrower has given prior written notice to Lender of Borrower's intent to so contest or object to any Imposition, and unless, at Lender's sole option, (i) Borrower 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, and to satisfy such Imposition prior to final determination of such proceedings; or (ii) Borrower shall furnish a good and sufficient bond or surety as requested by and satisfactory to Lender; or (iii) Borrower shall have provided a good and sufficient undertaking as may be required as permitted by law to accomplish a stay of such proceedings.

(e) That in the event of any single failure by Borrower to pay any Imposition prior to its delinquency or to

contest the same as above-provided, at the sole option and request of Lender, Borrower 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, Borrower shall pay to Lender, on the day of each month specified in the Notes for the payment of interest installments, an amount equal to one-twelfth of the annual amount of that Imposition, as reasonably estimated by Lender. If Lender requires such reserve, Borrower 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 Lender. Upon receipt of such bills, statements or other documents, and providing that Borrower has 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 Borrower and Borrower shall immediately deposit an amount equal to such deficiency with 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 Borrower 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 Borrower at the rate specified in the Notes. At the option of Lender, the amounts advanced hereunder may be added to the obligations of the Notes and be repayable and governed by the provisions of the Notes and other Loan Documents. Should any default occur or exist on the part of Borrower in the payment or performance of any of Borrower's 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 Borrower 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 Borrower 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 Borrower under the Loan Documents.

2.9 Utilities. To pay when due all utility charges which are incurred by Borrower 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.

2.10 Actions Affecting Mortgaged Estate. To appear in and contest any action or proceeding purporting to affect the Mortgaged Estate or the rights or power of Lender hereunder 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.

2.11 Actions by Lender to Preserve Mortgaged Estate. That should Borrower 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 Borrower 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 Borrower and in the absence of Borrower's 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 Borrower, 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, Borrower 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 Borrower 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 2.11 shall not constitute an acceptance of the assignment by Borrower 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 Borrower.

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

2.13 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 Borrower receive any notice or other information regarding such proceeding, Borrower 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 Borrower does not make appearance in such actions or proceedings, Lender shall have full power to affect settlement for and on behalf of itself and of Borrower. Any and all compensation, awards, damage, rights of action and proceeds awarded to Borrower in such an action, proceeding or actions, shall be and are hereby assigned to Lender and Borrower agrees 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 Borrower's obligations pursuant to the Notes if Borrower is 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 Borrower 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 Borrower 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 Borrower's obligations, and provided further, that any payments of proceeds to Borrower 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 Borrower under the Loan Documentation. All excess cost of repair or restoration shall be paid by Borrower and completion shall be accomplished promptly.

(c) The election by Borrower to have the proceeds of any taking or damage applied to repair or restoration shall only be available if Borrower is 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 Borrower 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 Borrower.

2.14 Liens. To pay and promptly discharge, at Borrower's cost and expense, all liens, encumbrances and charges upon the Mortgaged Estate, or any part thereof or interest therein other than Permitted Encumbrances; 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. Borrower shall have the right to contest in good faith the validity of any such lien, encumbrance or charge, provided Borrower 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 Borrower shall thereafter diligently proceed to cause such lien, encumbrance or charge to be removed and discharged. If Borrower 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 Borrower's 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 Borrower 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 a floating rate equal to three and one-quarter percent (3 1/4%) per annum in excess of the Reference Rate.

2.15 Powers of Lender. That 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.

2.16 Tradenames. At the request of Lender to execute a certificate in form satisfactory to Lender listing the tradenames or business names under which Borrower intends to operate and do business, and also representing and warranting that Borrower does business under no other tradenames or business names with respect to the Mortgaged Estate. Borrower 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.

2.17 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 Lender, and to pay the cost of filing or recording such statements and documents. Borrower 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 Borrower 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 Borrower.

2.18 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 Borrower shall fully cooperate in facilitating such access, allow all inspections requested and allow entry upon premises owned or controlled by Borrower. In addition, Borrower 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 Borrower, Borrower 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 Borrower and of Borrower's subsidiaries, This right of inspection shall be in addition to and supplementary to the obligations of Borrower set forth in the Loan Agreement to provide certain financial and operating information relating to Borrower. Borrower shall also furnish all other and additional information which Lender shall reasonably require in exercise of its inspection rights as granted hereunder or as shall be reasonably required by Lender to assess the status of the security for the obligations of Borrower 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 Borrower or by any agents or employees of Borrower 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 Borrower's reasonable regulations with respect to trade secrets and confidentiality as to third-parties.

2.19 Alienation of Mortgaged Estate. 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. Lender may release parcels comprising the Mortgaged Estate upon Borrower's request and delivery to Lender of substitute collateral acceptable to Lender.

2.20 Marking Records. To mark, legend, stamp or otherwise indicate at the option of Lender, to the existence of this Indenture and the date hereof on all Borrower's books and on any financial statements issued by Borrower to any person, firm or corporation.

2.21 Notification and Collection. That Lender shall have the authority following the occurrence of an Event of Default, but shall not be obligated to: (i) in the name of Borrower 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; (ii) require Borrower to deposit any and all proceeds from the Schedule II Real Property on a daily basis in a special account or accounts with Lender; (iii) cause Borrower to deliver to Lender such books, records, documents and instruments in Borrower's 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; (iv) take any action which Lender may deem necessary or desirable in order to realize on the Mortgaged Estate, including without limitation, the power to perform any contract, to endorse in the name of Borrower any checks, drafts, Notes or other instruments or documents received in payment of or on account of the Mortgaged Estate. Borrower 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. Borrower 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 Borrower 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 Borrower's place of business to receive all communications and remittances relating to the Mortgaged estate. Borrower agrees 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 Borrower on any Schedule II leases or subleases and the same shall not constitute an assumption of such obligations by Lender unless Lender shall affirmatively and expressly so elect.

2.22 Additional Covenants With Respect to Leases and Subleases.

(a) To perform and observe each and every of the terms, covenants and conditions required to be performed or observed by Borrower as lessee or sublessee under the leases and subleases listed in the attached Schedule II (hereinafter "leases and subleases") and to do all things necessary to preserve and keep unimpaired the lessee's or sublessee's rights thereunder.

(b) That it will take no action nor give any notice which would have the effect of terminating or permitting the termination of the leases or subleases, and that it will notify Lender promptly in writing after learning of any condition that with or without the passage of time or the giving of any notice might result in a default under or the termination of the leases or subleases.

(c) That it will not enter into any agreement purporting to modify, alter, amend or replace the leases or subleases without the prior written consent of Lender.

(d) That it will notify Lender immediately in writing of the exercise of any right to purchase any of the Schedule II Real Property or renew the leases or subleases.

(e) That Borrower hereby unconditionally assigns, transfers and sets over to Lender all of Borrower's right, title and interest in and to all rights and remedies of Borrower at anytime arising under or pursuant to Section 365(h) of the Bankruptcy Code, 11 U.S.C. § 365(h) (or any successor provision), including, without limitation, all rights of Borrower to remain in possession of the Mortgaged Estate and all rights of Borrower to assume or reject the leases or subleases. This assignment constitutes a present, irrevocable and unconditional assignment of the foregoing claims, rights and remedies, and shall continue in effect until all of the indebtedness and obligations secured by this Indenture shall have been satisfied and discharged in full.

(f) That Borrower shall promptly after obtaining knowledge thereof notify Lender in writing at the address set forth hereinabove of any filing by or against any lessor or sublessor of a petition under Bankruptcy Code, 11 U.S.C. § 101 et. seq. (the "Bankruptcy Code"), which notice shall set forth any information available to Borrower as to the date of such filing, the court in which such petition was filed, and the relief sought therein. Borrower shall promptly deliver to Lender following receipt any and all notices, summons, pleadings, applications and other documents received by Borrower in connection with any such petition and any proceedings relating thereto or in connection therewith.

(g) That unless Lender shall expressly consent in writing, the fee title to the Mortgaged Estate and the leasehold estate of Borrower shall not merge but shall always remain separate and distinct, notwithstanding the union of said estates either in the lessor or in the lessee, or in a third party by purchase or otherwise.

(h) That Borrower hereby unconditionally assigns, transfers and sets over to Lender all of Borrower's claims and rights to the payment of damages arising from any rejection by any lessor or sublessor of any leases or subleases under the Bankruptcy Code. Lender shall have the right to proceed in its own name or in the name of Borrower in respect of any claim, suit, action or proceeding relating to the rejection of any leases or subleases, including, without limitation, the right to file and prosecute, to the exclusion of Borrower, any proofs of claim, complaints, motions, applications, notices and other documents, in any case in respect of any lessor or sublessor under the Bankruptcy Code. This assignment constitutes a present, irrevocable and unconditional assignment of the foregoing claims, rights and remedies, and shall

continue in effect until all of the indebtedness and obligations secured by this Indenture shall have been satisfied and discharged in full. Any amounts received by Lender as damages arising out of the rejection of the lease as aforesaid shall be applied first to all costs and expenses of Lender (including, without limitation, attorneys' fees) incurred in connection with the exercise of any of its rights or remedies under this paragraph and then in accordance with paragraph 4.05 of this Indenture.

(i) That if, pursuant to section 365(h)(2) of the Bankruptcy Code, Borrower seeks to offset against the rent reserved in any leases or subleases the amount of any damages caused by the non-performance by any lessor or sublessor of any of lessor's or sublessor's obligations under any leases or subleases after the rejection by any lessor or sublessor of any leases or subleases under the Bankruptcy Code, Borrower shall, prior to effecting such offset, notify Lender of its intent to do so, setting forth the amounts proposed to be so offset and the basis therefor. Lender shall have the right to object to all or any part of such offset, and, in the event of such objection, Borrower shall not effect any offset of the amounts so objected to by Lender. If Lender has failed to object as aforesaid within thirty (30) days after notice from Borrower in accordance with the first sentence of this paragraph, Borrower may proceed to effect such offset in the amounts set forth in Borrower's notice. Neither Lender's failure to object as aforesaid nor any objection or other communication between Lender and Borrower relating to such offset shall constitute an approval of any such offset by Lender. Borrower shall indemnify and save Lender harmless from and against any and all claims, demands, actions, suits, proceedings damages, losses, costs and expenses of every nature whatsoever (including, without limitation, attorneys' fees) arising from or relating to any offset by Borrower against the rent reserved in the Lease.

(j) That if any action, proceeding, motion or notice shall be commenced or filed in respect of any lessor or sublessor of any of the Mortgaged Estate in connection with any case under the Bankruptcy Code, Lender shall have the option, to the exclusion of Borrower, exercisable upon notice from Lender to Borrower, to conduct and control any such litigation with counsel of Lender's choice. Lender may proceed in its own name or in the name of Borrower in connection with any such litigation, and Borrower agrees to execute any and all powers, authorizations, consents or other documents required by Lender in connection therewith. Borrower shall, upon demand, pay to Lender all costs and expenses (including attorneys' fees) paid or incurred by Lender in connection with the prosecution or conduct of any such proceedings. Any such costs or expenses not paid by Borrower as aforesaid shall be secured by the lien of this mortgage and shall be added to the principal amount of the indebtedness secured hereby. Borrower shall not commence any action, suit, proceeding or case, or file any application or make any motion, in respect of the leases or subleases in any such case under the Bankruptcy Code without the prior written consent of Lender.

ARTICLE III
WARRANTIES

3.01 Warranties of Rights in Real Property. Borrower lawfully possesses the Real Estate and has the full right and power to assign, transfer, convey, grant, or mortgage its interest therein to Lender as collateral security under this Indenture. Borrower agrees 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 all adverse claims and demands of all persons or entities whomsoever. Borrower further covenants and warrants 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 Borrower as Lessee, are in full force and effect and that there exist no breaches of the obligations of Borrower with respect to the same. Borrower 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 Borrower secured hereby. The defense of the interest of Borrower 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 Borrower, 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 Borrower in the Real Property, perform the obligations of Borrower, or pay the rents, royalties, profits, etc., and Borrower 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 Borrower at a floating rate equal to three and one-quarter percent (3 1/4%) per annum in excess of the Reference Rate. Exercise by Lender of any of the aforesaid rights shall not constitute an acceptance of the assignment of Schedule II Real Property unless and until Lender shall affirmatively so elect.

3.02 Title Insurance and Assurance. Borrower agrees and does 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.

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. The occurrence of an "Event of Default" under the Loan Agreement shall be deemed and constitute an "Event of Default" hereunder.

4.02 Remedies upon Default, Acceleration, etc. Upon the occurrence of an Event of Default, as described in the foregoing Paragraph 4.01, in addition to the remedies set forth therein and in the Loan Documents, thereafter, 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 Borrower, and exclude Borrower, its agents, servants, and employees therefrom (and Borrower agrees that in such event, Borrower shall surrender actual possession of the Mortgaged Estate, including the Real Property to 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 a notice of default or constitute acceptance of Borrower's assignment of their estate, right, title and interest in Schedule II Real 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 Estate 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 Lender at the address specified in said notice. Thereafter, 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 Borrower, as their attorney-in-fact, any

and all checks, drafts, notes, documents and instruments paid by the aforesaid persons to Borrower. All such sums received and collected pursuant to the foregoing to be applied against the obligations and indebtedness of Borrower 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 Borrower and all persons and corporations lawfully claiming by or through or under Borrower; and Lender is irrevocably appointed and authorized to be true and lawful attorney-in-fact of Borrower, in its 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 Borrower 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 Borrower nor anyone claiming by, through or under Borrower, to the extent that Borrower 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 Borrower, for itself and all who may claim under it, hereby waives, to the full extent that it 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.

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, Borrower 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 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 Borrower 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 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 and any other obligations of Borrower to 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 the remainder, if any shall be paid to persons entitled thereto, into court, or to Borrower, as shall be deemed by Lender to be appropriate.

4.05 Appointment of Receiver. Upon the occurrence of an Event of Default described in Paragraph 4.01 of this Indenture, Lender, as a matter of right and without notice to Borrower or anyone claiming under Borrower, and without regard to the then value of the Mortgaged Estate or the interest of Borrower therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Mortgaged Estate, and Borrower hereby irrevocably consents 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.

4.06 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 shall be interpreted and governed by the laws of the State of Minnesota, without regard to its law concerning choice of law or conflict of law, except for the laws of the State of Utah relating to creation and foreclosure of real estate liens. 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 Notices. Unless otherwise provided by statute, whenever Lender or Borrower 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:

BORROWER:

Titus Foods, Inc.
7050 South 2000 East
Suite 300
Salt Lake City, Utah 84121
Attn: Kevin Cushing

LENDER:

First Bank National Association
First Bank Place
Minneapolis, Minnesota 55402
Attn: Megan Nelson

5.03 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.

5.04 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 end 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.

5.05 Subrogation. To the extent that proceeds of the Notes 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 Borrower's 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,

5.06 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.

5.07 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 Borrower of any of their rights, duties, or obligations hereunder and Borrower 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.

5.08 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.

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

on the 25th day of September, 1989 IN WITNESS THEREOF, Borrower has executed this Indenture

BORROWER:

TITUS FOODS, INC

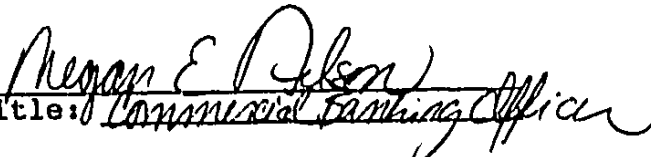
ATTEST:

By 
Vice President

By 
Title: President

LENDER:

FIRST BANK NATIONAL ASSOCIATION

By 
Title: Commercial Banking Officer

STATE OF UTAH)
) SS
COUNTY OF SALT LAKE)

On the 25th day of September 1989, personally appeared before me ROGER W. PETERS and KEVIN K. CUSHING, who being by me duly sworn did say that they are the president and vice president of Titus Foods, Inc. and that said instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors and said individuals acknowledged to me that said corporation executed the same.

Valerie Cook
Notary Public
Residing at Salt Lake City

My Commission Expires:
Commission
Expires February 9, 1992
VALERIE COOK
370 E. So. Temple, #400
Salt Lake City,
UT 84111
STATE OF UTAH)
) SS
COUNTY OF SALT LAKE)

On the 25th day of September 1989, personally appeared before me MEGAN NELSON, who being by me duly sworn did say that she is a commercial banking officer of First Bank National Association and that said instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors and said individual acknowledged to me that said corporation executed the same.

Valerie Cook
Notary Public
Residing at Salt Lake City

My Commission Expires:
Commission
Expires February 9, 1992
VALERIE COOK
370 E. So. Temple, #400
Salt Lake City,
UT 84111
STATE OF UTAH

SCHEDULE II

Lease Agreements Assigned and Leasehold Estates Mortgaged to Lender as Collateral for Obligations of Borrower Pursuant to Amended and Restated Indenture of Mortgage dated September 25, 1989.

SALT LAKE COUNTY

Location Code: A

Lessee: Titus Foods, Inc.

Lessor: Dee's, Inc.

Lease Date: August 3, 1982

Legal Description:

BEGINNING at a point on the North line of Lot 5, Block 58, Plat "C", Salt Lake City Survey, said point being North 89°58'38" East along said North line 264.132 feet from the Northwest corner of said Lot 5, said point also being North 89°58'38" East along the North Temple monument line 331.338 feet and South 0°02'05" East 74.988 feet from a Salt Lake City monument in the intersection of said North Temple and 900 West Streets;

Thence North 89°58'38" East 66.034 feet to the Northwest corner of Lot 6, said Block 58'

Thence North 89°58'38" East along the North line of said Lot 6, 123.814 feet to the Northwest corner of the property deeded by Quit-Claim deed #2436079;

Thence along the West line of said property South 0°02'29" East 136.966 feet, South 58°24'52" West 13.315 feet, South 89°58'38" West 28.265 feet and South 2°52'10" West 21.191 feet;

Thence South 89°58'50" West 149.238 feet;

Thence North 0°02'05" West 165.091 feet to the point of BEGINNING.

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Location Code: D

Lessee: Titus Foods, Inc.

Lessor: Dee's, Inc. (Parcels 1, 2 & 3) Lease Date: August 3, 1932
Hoyt W. Brewster, Jr. and (Parcels 1, 2
Fielding Craig Brewster & 3)
(Parcel 4) January 6, 1967
(Parcel 4)

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 Southeast corner of Lot 4, Block 54, Plat "A", Salt Lake City Survey, and running thence West 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.

PARCEL NO. 4:

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.

Location Code: G

Lessee: Titus Foods, Inc.

Lessor: Dee's, Inc.

Lease Date: 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 $89^{\circ}59'04''$ West 1181.85 feet and South $0^{\circ}05'30''$ West 138.43 feet from the Northeast corner of said Section 18, and running thence South $89^{\circ}54'30''$ East 165 feet; thence South $0^{\circ}05'30''$ West 165 feet; thence North $89^{\circ}54'30''$ West 165 feet; thence North $0^{\circ}05'30''$ East 165 feet to the point of BEGINNING.

Location Code: H

Lessee: Titus Foods, Inc.

Lessor: Dee's, Inc.

Lease Date: August 3, 1982

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 $0^{\circ}21'30''$ East along the 700 East Street monument line, 182.979 feet and North $89^{\circ}27'05''$ West 53.00 feet from a Salt Lake County monument in the intersection of said 700 East and 9400 South Street; thence South $0^{\circ}21'30''$ East 150.025 feet; thence North $89^{\circ}27'05''$ West 180.00 feet to the East line of Union Square, a subdivision in the Northeast quarter of said Section 7; thence North $0^{\circ}21'30''$ West along said East line 280.00 feet; thence South $89^{\circ}27'05''$ East 50.00 feet; thence South $0^{\circ}21'30''$ East 129.974 feet to the South line of service station property; thence South $89^{\circ}27'05''$ East along said South line 130.00 feet to the point of BEGINNING.

Location Code: L

Lessee: Titus Foods, Inc.

Lessor: Dee's, Inc.

Lease Date: August 3, 1982

Legal Description:

BEGINNING at the Southeast corner of Lot 1, Block 70, Plat "A", Salt Lake City Survey, 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 and together with a right of way described as follows:

BEGINNING 132 feet North of the Southeast corner of Lot 1, said Block 70, thence North 6 feet; thence West 140 feet; thence South 12 feet; thence East 140 feet; thence North 6 feet to the point of BEGINNING.

Location Code: M

Lessee: Titus Foods, Inc.

Lessor: Spencer L. Nunley
Donna M. Nunley
Florien J. Wineriter

Lease Date: November 2, 1974

Legal Description:

BEGINNING at a point North $0^{\circ}12'$ West 60 feet and North $89^{\circ}53'$ East 53 feet from the South quarter corner of Section 34, Township 1 South, Range 1 West, Salt Lake Base and Meridian; thence South $89^{\circ}56'15''$ East 3.88 feet; to a point of tangency with an 1808.34 foot radius curve to the left; thence Easterly 119.50 feet along the arc of said curve, to the left and bordering on 4100 South Street; thence North $78^{\circ}01'14''$ East, bordering 4100 South Street 51.62 feet; thence North 150 feet; thence West 175 feet, more or less, to the East line of Redwood Road; thence South along Redwood Road 150 feet, more or less, to the point of BEGINNING.

Location Code: N

Lessee: Titus Foods, Inc.

Lessor: Professional Maninvest, Inc.

Lease Date: June 15, 1976

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 155 feet along the South line of 5600 South Street to the point of COMMENCEMENT.

SUBJECT TO a right of way over the following described parcels:

BEGINNING at a point on South line of 5600 South Street 1340.07 feet South and 1589.02 feet East from the Northwest corner of Section 17, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 0°14'30" West 155.0 feet; thence North 89°49'35" West 30.0 feet; thence North 0°14'30" East 155.0 feet; thence East 89°49'35" East 30.0 feet to the point of BEGINNING.

ALSO, BEGINNING at a point South 1340.07 feet and East 1589.02 feet and South 0°14'30" West 125 feet from the Northwest corner of Section 17, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 89°49'35" East 125.0 feet; thence South 0°14'30" West 30.0 feet; thence North 89°49'35" West 125.0 feet; thence North 0°14'30" East 30.0 feet to the point of BEGINNING.

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.

Location Code: O

Lessee: Titus Foods, Inc.

Lessor: Sherie A. Olsen

Lease Date: August 3, 1982

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 said County.

SUBJECT TO AND TOGETHER WITH a non-exclusive 25.0 foot wide right of way limited to use in connection with adjoining property to which is it appurtenant, and the center line of which is described as follows:

BEGINNING on the North line of 9000 South Street, said point being South $89^{\circ}53'$ West along the Center line of 9000 South Street 1866.81 feet and North $0^{\circ}07'$ West 73.00 feet from an existing monument in the intersection of 9000 South and State Street, said point being also North 162.00 feet and East 869.86 feet from the center of Section 1, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence North $0^{\circ}07'$ West 214.50 feet; thence South $89^{\circ}53'$ 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.

Location Code: P

Lessee: Titus Foods, Inc.

Lessor: Delores D. Mousley
Willa D. Conkle
Lamar Frank Roberts
Shirley W. Roberts
Barbara Roberts Wilcox
Herman Wilcox
Dennis James Roberts
Anita L. D. Roberts
Willard Lovendahl
Marjorie B. Dansie
Sarah M. Dorton Olsen
Nola E. Stark
Kay E. Smith

Lease Date: December 31, 1976

Legal Description:

PARCEL NO. 1:

BEGINNING 33 feet West and 33 feet North 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.

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, said 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.

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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. 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.

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 60 feet; thence West 254 feet; thence South 60 feet; thence East 254 feet to the point of BEGINNING.

Location Code: Q

Lessee: Titus Foods, Inc.

Lessor: Dee's, Inc.

Lease date: 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. 225, which point is South $0^{\circ}02'16''$ East 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.

Location Code: R

Lessee: Titus Foods, Inc.

Lessor: Mirian Wadsworth
Vayles Bailey

Lease Date: October 15, 1976

Legal Description:

BEGINNING at a point 875.74 feet East and 1128.60 feet North from the Southwest corner of the Southwest Quarter 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° 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.

Location Code: S

Lessee: Titus Foods, Inc.

Lessor: Doe's, Inc.

Lease Date: 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 $0^{\circ}09'50''$ West along the Section line 33.00 feet and South $89^{\circ}59'10''$ 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 $89^{\circ}59'10''$ West 190.00 feet; thence North $0^{\circ}09'50''$ West 7.00 feet; thence North $89^{\circ}59'10''$ East 170.00 feet; thence North $0^{\circ}09'50''$ West 183.00 feet; thence North $89^{\circ}59'10''$ East 20.00 feet; thence South $0^{\circ}09'50''$ East 190.00 feet to the point of BEGINNING.

DAVIS COUNTY

Location Code: T

Lessee: Titus Foods, Inc.

Lessor: William K. Olson
Barbara L. Olson

Lease Date: November 9, 1971

Legal Description:

BEGINNING at the Southeast corner of Lot 4, Block 3, North Mill Creek Plat Bountiful Townsite Survey, in the City of Bountiful, and running thence South 89°45'30" West 225.36 feet along the North line of a street; thence North 0°07' East 132.0 feet parallel to the West line of 200 West Street; thence North 89°45'30" East 73.0 feet; thence South 0°07' West 14.0 feet; thence North 89°45'30" East 152.46 feet to the West line of said 200 West Street; thence South 0°07' West 118.0 feet along said street to the point of BEGINNING.

Location Code: U

Lessee: Titus Foods, Inc.

Lessor: William K. Olson
Barbara L. Olson

Lease Date: April 30, 1977

Legal Description:

BEGINNING on the North line of a Highway 53.0 feet Northerly from the center line thereof, at it's intersection with the Westerly right of way line of the former Bamberger Railroad, at a point 1947.29 feet North, more or less, and 1164.7 feet East, more or less, from the South Quarter corner of Section 36, Township 2 North, Range 1 West, Salt Lake Meridian, in the City of Woods Cross, which point is North 89°52' West 246.02 feet along the center line of said Highway and North 0°08' East 53.0 feet from a monument at the center line intersection of said Highway and of Highway 91; and running thence South 89°52' East 219.95 feet along the North line of said Highway to the West line of Highway 91; thence North 31°12'33" East 51.13 feet along the West line of Highway 91 to the point of tangency with a 30.0 foot radius curve to the left; thence Northeasterly and Westerly 63.61 feet along the arc of said curve; thence South 89°52'16" West 192.75 feet to the Westerly Right of Way line of said former Railroad at a point 307.77 feet perpendicularly Northerly from the center line of a Highway opposite Engineer's Station 28+88.45, which point is also 285.33 feet North 26°53'33" East of the point of beginning; thence North 26°53'33" East 61.2 feet; thence South 89°29'50" West 124.96 feet; to a point due North of the Southeast corner of Lot 9, said Section 36; thence South 251 feet, more or less, to the Westerly Right of Way line of said former Railroad; thence South 26°53'33" West 68.74 feet to the point of BEGINNING.

Location Code: V

Lessee: Titus Foods, Inc.

Lessor: Maureen Johnson
John H. Field
Rita Ann Field

Lease Date: August 3, 1982

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 at page 478 which point is North 0°49' East 33.0 feet and North 89°10'55" West 307.43 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 125 feet; thence South 0°49' West 175.45 feet to the point of BEGINNING.

Location Code: W

Lessee: Titus Foods, Inc.

Lessor: Dee's, Inc.

Lease Date: 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.

CACHE COUNTY

Location Code: AA

Lessee: Titus Foods, Inc.

Lessor: Dee's, Inc.

Lease Date: August 3, 1982

Legal Description:

BEGINNING at a point North 46.36 feet along the monument line of Main Street and South 89°52'12" East 61 feet from monument in intersection of Main Street and 200 North Street, Logan, Utah, and running thence South 89°52'12" East 165.307 feet to a point 0.3 feet West of an existing 4 foot high chain link fence; thence North 176.183 feet, more or less parallel to said fence and along a 5 foot high cinder block wall to the North of said fence to a point 0.4 feet South of a 5 foot high cinder block wall; thence North 89°52'12" West 165.31 feet, more or less, parallel to said wall and along South wall of existing motel structure; thence South 176.18 feet to the point of BEGINNING.

EXHIBIT A
PERMITTED ENCUMBRANCES

Location Code: A

THE FOLLOWING EXCEPTIONS AFFECT TRACT "A":

Taxes for the year 1989 now a lien, not yet due. Sidwell
No. 08-35-457-003-0000 and Sidwell No. 08-35-457-004-0000.

Location Code: D

THE FOLLOWING EXCEPTIONS AFFECT TRACT "D":

Taxes for the year 1989 now a lien, not yet due.

A Special Assessment for concrete replacement, Extension No. 0003756, assessed August 12, 1986, in the amount of \$1,543.61, payable in five (5) equal annual installments of \$308.72 each; interest paid to September 2, 1988; balance of principal \$917.24, plus interest.

A Special Assessment for concrete replacement, Extension No. 0003768, assessed August 12, 1986, in the amount of \$408.53, payable in five (5) equal annual installments of \$81.70 each; interest paid to September 7, 1988; balance of principal \$245.13, plus interest.

(Affects Parcel No. 4 of Tract "D")
Reservation contained in that certain Assignment and Assumption Agreement recorded August 13, 1982, as Entry No. 3702197 in Book 5402 at page 2382 of Official Records, which recite as follows:

"Dee's Inc. specifically retains the billboard sign presently located on the premises, together with a right of ingress and egress over the premises covered by the Lease to maintain, remodel or dismantle and sign."

Location Code: G

THE FOLLOWING EXCEPTIONS AFFECT TRACT "G":

Taxes for the year 1989 now a lien, not yet due. Sidwell No. 21-18-226-002-0000.

Said property is included within the boundaries of Kearns Improvement District, for the purpose of supplying water and sewage facilities to said District. For current status of the account call: 968-1011.

Permanent easements for sewage treatment and disposal plant and system (exact location not disclosed) as set forth in that certain Conveyance recorded October 17, 1949 as Entry No. 1174665 in book 713 at page 625 of Official Records, executed by Kearns Town Site Inc., a Corporation of New York, to the Kearns Sewage Disposal Company, Inc., a Corporation of the State of Utah.

Permanent easement for a water distribution facilities and storage system (exact location not disclosed) as set forth in that certain Conveyance recorded October 21, 1949 as Entry No. 1175268 in Book 715 at page 89 of Official Records, executed by Kearns Town Site, Inc., a Corporation of New York, to Kearns Water Distributing Company, a Corporation of the State of Utah.

The terms, agreements, conditions and covenants as contained in that certain agreement, relating to the parking of motor vehicles, etc., recorded January 31, 1957 as Entry No. 1523788 in Book 1386 at page 240 of Official Records, executed by and between Kearns Centre, Inc., a Utah Corporation, Kearns Centre, Inc., -"A", a Utah Corporation, and Kearns Centre, Inc., -"B", a Utah Corporation, and C. J. Call and Eileen Call, his wife, and Louis H. Callister and Geraldine Callister, his wife.

A Deed of Trust given to secure the amount of \$80,000.00 and any other amounts payable under the terms thereof, dated May 5, 1972 and recorded June 20, 1972 as Entry No. 2464611 in Book 3091 at page 186 of Official Records,
TRUSTOR : Robert V. McCullough and Margaret S. McCullough
TRUSTEE : Valley Bank and Trust Company
BENEFICIARY: VALLEY BANK AND TRUST COMPANY.

A Request for Notice recorded January 27, 1984 as Entry No. 3897458 in Book 5526 at page 1011 of Official Records, wherein Notice of any Default or Sale under the instrument referred to in Exception No. 22 herein be mailed to: Dee's, Inc., at 777 East 2100 South, Salt Lake City, Utah 84106.

Location Code: H

THE FOLLOWING EXCEPTIONS AFFECT TRACT "H":

Taxes for the year 1989 now a lien, not yet due. Sidwell No. 28-07-226-045-0000 and Sidwell No. 28-07-226-048-0000.

Said property is included within the boundaries of Sandy Suburban Improvement District and is subject to the charges and assessments thereof. For current status of the account call 561-7662.

Said property is included within the incorporated city limits of Sandy City, a municipal corporation of the State of Utah, and is subject to any special assessments for improvements or services as may be therein provided. For information and status on accounts call: 566-1561.

A right of way and easement twenty feet in width to lay, maintain, operate, repair, inspect, protect, remove and replace pipe lines, valves, valve boxes, and other gas transmission and distribution facilities (hereinafter collectively called "facilities") through and across the following described land and premises in the Country of Salt Lake, State of Utah, to-wit:

The land of the Grantors located in the Northeast Quarter of the Northeast quarter of Section 7, Township 3 South, Range 1 East, Salt Lake Base and Meridian.

The center line of said right of way and easement shall extend through and across the above described land and premises as follows, to-wit:

Beginning at a point 8.111 feet North and 244.889 feet West from the Northeast Corner of said Section 7, thence South 0°21'30" East 305 feet.

As granted to Mountain Fuel Supply Company, its successors and assigns by Right of Way and Easement Grant, dated December 21, 1976, recorded January 24, 1977 as Entry No. 2901183 in book 4441 at page 585 of Official Records. (See record for further recitals)

Location Code: H

THE FOLLOWING EXCEPTIONS AFFECT TRACT "H" CONTINUED:

A right of way and easement for ingress and egress and public utilities over, and across the West 20 feet, and the South 20 feet of the West 35 feet, and public utilities over the South 20 feet of the following described property:

BEGINNING at point on the West right of way line of 700 East Street, said point being South 0°21'30" East 338.005 feet along the 700 East Street Monument Line and North 89°27'05" West 33.004 feet from a monument at the intersection of 9400 South Street and 700 East Street, said monument being North 29°33'10" West 44.81 feet from the Northeast corner of Section 7, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 89°27'05" West 200.00 feet; thence North 0°21'30" West 305.00 feet, to the Southerly right of way line of 9400 South Street; thence South 89°27'05" East along said right of way line 50.00 feet; thence South 0°21'30" East 150.00 feet; thence South 89°27'05" East 150.0 feet to the West line of 700 East Street; thence South 0°21'30" East along said West line 155.0 feet to the point of BEGINNING.

As granted to Union Square Property Owners, a Utah Non-Profit Corporation by Quit-Claim Deed dated June 24, 1980, recorded June 26, 1980 as Entry No. 3447876 of Official Records.

A Deed of Trust given to secure the amount of \$169,900.00 and any other amounts payable under the terms thereof, dated June 1, 1980 and recorded June 26, 1980 as Entry No. 3447880 in Book 5116 at page 1191 of Official Records,
TRUSTOR : Dee's, Inc., a Utah Corporation
TRUSTEE : Security Title Company
BENEFICIARY: GLEN B. MINER, Trustee as to an undivided 1/2 interest and CAROLINE E. MINER, Trustee, as to an undivided 1/2 interest.

A Right of Way and Easement 12.0 feet in width to lay, maintain, operate, repair, protect, remove and replace pipelines, valves, valve boxes and other gas transmission and distribution facilities (hereinafter collectively called ("facilities")) through and across the following described land and premises situated in Salt Lake County, State of Utah, to-wit:

Land of the Grantor located in the Northeast quarter of the Northeast quarter of Section 7, Township 3 South, Range 1 East, Salt Lake Base and Meridian,

The center line of said right of way and easement shall extend through and across the above described land and premises as follows; to-wit:

Beginning at a point South 279.82 feet and West 233.09 feet from the Northeast corner of said Section 7, said point being on an existing Mountain Fuel Supply Co. 20.00 foot Right of Way, thence North 89°38'30" East 35.00 feet.

As granted to Mountain Fuel Supply Company, its successors and assigns, by Right of Way and Easement Grant recorded November 14, 1980 as Entry No. 3503181 in Book 5178 at page 1428 of Official Records (See record for further recitals)

5006162 REC 320

Location Code: L

THE FOLLOWING EXCEPTIONS AFFECT TRACT "L":

Taxes for the year 1989 now a lien, not yet due. Sidwell No. 16-06-151-016-0000, (1988 taxes paid \$11,648.91).

A Special Assessment for street lighting, Extension No. 0000371, assessed November 30, 1987, in the amount of \$2,050.29, payable in five (5) equal annual installments of \$410.06 each; interest paid to November 30, 1988; balance of principal \$1,230.17, plus interest.

Location Code: M

THE FOLLOWING EXCEPTIONS AFFECT TRACT "M":

Taxes for the year 1989 now a lien, not yet due. Sidwell No. 15-34-452-009-0000, (1988 taxes paid \$2,003.97) and Sidwell No. 15-34-452-010-0000, (1988 taxes paid \$595.69).

Said property is included within the boundaries of Granger-Hunter Improvement District, for the purpose of supplying water and sewage facilities to said District. For current status of the account call: 968-3551.

Said property is included within the incorporated city limits of West Valley City, a municipal corporation of the State of Utah, and is subject to any special assessments for improvements or services as may be therein provided. For information and status on accounts call: 974-5501.

Recitals contained in the Deed from Carol A. Todd, aka Carol A. Peters Todd Wineriter to Salt Lake County, covering property abutting on the South, dated December 27, 1964, recorded February 8, 1965 as Entry No. 2059605 in Book 2290 at page 139 of Official Records, as follows:

To enable the Grantee to construct and maintain a public highway as an expressway, as contemplated by Title 27, Chapter 12, Section 96, Utah Code Annotated, 1953, as amended, the Grantor hereby release and relinquish to the Grantee any and all rights or easements appurtenant to the Grantors remaining property by reason of the location thereof with reference to said highway, including, without limiting the foregoing, all right of ingress to or egress from the Grantors remaining property contiguous to the lands hereby conveyed, to or from said highway.

An Easement upon part of an entire tract of property in the SW 1/4 SE 1/4 of Section 34, Township 1 South, Range 1 West, Salt Lake Base and Meridian, in Salt Lake County, Utah, for the purpose of constructing thereon an irrigation facility and appurtenant parts thereof incident to the construction of an expressway known as Project No. 0141.

Said part of an entire tract is a parcel of land, 20.0 feet wide and adjoining Northerly the Northerly limited-access line of said project. The boundaries of said parcel of land are described as follows:

Location Code: M

THE FOLLOWING EXCEPTIONS AFFECT TRACT "M" CONTINUED:

Beginning at the Northeast corner of said entire tract of property, which point is 141.9 feet North $0^{\circ}12'$ West and 470.71 feet North $89^{\circ}48'$ East from the South Quarter Corner of said Section 34; thence South $2^{\circ}46'$ West 12 feet, more or less to said limited access line; thence South $78^{\circ}01'14''$ West 317 feet, more or less, to a point opposite Engineer Station 3+20; thence North $11^{\circ}58'46''$ West 20.0 feet; thence North $78^{\circ}01'14''$ East 275 feet, more or less, to the Northerly boundary line of said entire tract of property; thence North $89^{\circ}48'$ East 45 feet, more or less, to the point of Beginning.

As granted to Salt Lake County by Easement dated December 17, 1964 and recorded February 8, 1965 as Entry No. 2059606 in book 2290 at page 140 of Official Records.

A Right of Way and Easement for the purpose of digging a trench along said Right of Way, and to lay, maintain, operate, repair, remove or replace the pipe line for transportation through and across the Grantor's land and premises in Salt Lake County, State of Utah, and located in:

Commencing North $0^{\circ}12'$ West 41.9 feet North and $89^{\circ}53'$ East 2 rods from the South Quarter Corner of Section 34, Township 1 South, Range 1 West, Salt Lake Meridian; thence North $0^{\circ}12'$ West 100 feet; thence North $89^{\circ}48'$ East 470.71 feet; thence South $2^{\circ}46'$ West 54.65 feet; thence South $87^{\circ}28'30''$ West 197.3 feet; thence South $68^{\circ}08'30''$ West 104.2 feet; thence North $89^{\circ}51'30''$ West 173.9 feet to beginning.

the center line of said pipe shall extend through and across the above land and premises on a line described approximately as follows:

Crossing from East line to a point on the South line,

As granted to the Taylorsville Bennion Sewer District by Right of Way Agreement dated March 13, 1958, recorded January 15, 1969 as Entry No. 2273721 in Book 2722 at page 515 of Official Records.

Location Code: M

THE FOLLOWING EXCEPTIONS AFFECT TRACT "M" CONTINUED:

A Perpetual Easement, upon part of an entire tract of property, in the SW1/4 SW1/4 of Section 34, Township 1 South, Range 1 West, Salt Lake Base and Meridian, in Salt Lake County, Utah, for the purpose of constructing thereon cut and/or fill slopes and appurtenant parts thereof incident to the construction of a highway known as Project No. 0136.

Said part of an entire tract is a parcel of land 10 feet wide adjoining easterly the east right of way line of said project. The boundaries of said parcel are described as follows:

BEGINNING at a point on said East right of way line, said point being approximately North 0°12'00" West 172.3 feet and North-89°53'00" East 53 feet from the South Quarter Corner of said Section 34; thence Northerly 450.0 feet along said East right of way line; thence Easterly 10.0 feet; thence Southerly 450.0 feet; parallel to said East right of way line; thence Westerly 10.0 feet to the point of BEGINNING.

It is further agreed that the Grantee shall have the right to construct any necessary fences along either side line of the above described strip of land, during the construction period of said project, and the Grantor, by consent to the Department of Highways, shall have the right to lessen but not to increase the vertical distance of grade of said slopes.

As granted to the State Road Commission of Utah by Easements recorded November 23, 1973 as Entry No. 2583888, 2583889, 2583890, 2583891 and 2583892 of Official Records, each instrument conveying an undivided interest.

A Perpetual Easement in the Southwest Quarter of the Southeast Quarter of Section 34, Township 1 South, Range 1 West, Salt Lake Base and Meridian, for the purpose of constructing and maintaining thereon a traffic signal pole and appurtenant parts on the following described tract of land:

BEGINNING at the intersection of the northerly right of way line of 4100 South Street and the Easterly right of way line of Redwood Road, which point is 60 feet North 0°12' West and 53 feet North 89°53' East from the South Quarter corner of said Section 34; thence North 0°01'15" West 6.0 feet; thence South 89°56'15" East 6.0 feet; thence South 0°01'15" East 6 feet, more or less, to the Northerly right of way line of 4100 South Street; thence Westerly 6 feet, more or less, along said Northerly right of way line to the point of BEGINNING.

Granted to Utah Department of Transportation by instrument dated August 10, 1983 and recorded September 9, 1983 as Entry No. 3841770 in Book 5489 at page 1383 of Official Records.

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Location Code: M

THE FOLLOWING EXCEPTIONS AFFECT TRACT "M" CONTINUED:

A Perpetual Easement in the Southwest quarter of the Southeast Quarter of Section 34, Township 1 South, Range 1 West, Salt Lake Base and Meridian, for the purpose of constructing and maintaining thereon a traffic signal pole and appurtenant parts on the following described tract of land:

BEGINNING at the intersection of the Northerly right of way line of 4100 South Street and the Easterly right of way line of Redwood Road, which point is 60 feet North $0^{\circ}12'$ West and 53 feet North $89^{\circ}53'$ East from the South Quarter Corner of said Section 34; thence North $0^{\circ}01'15''$ West 6.0 feet; thence South $89^{\circ}56'15''$ East 6.0 feet; thence South $0^{\circ}01'15''$ East 6 feet, more or less, to the Northerly right of way line of 4100 South Street; thence Westerly 6 feet, more or less, along said Northerly right of way line to the point of BEGINNING.

Granted to Utah Department of Transportation by instrument dated August 10, 1983 and recorded September 9, 1983 as Entry No. 3841771 in Book 5489 at page 1385 of Official Records.

Notice of Adoption of Redevelopment Plan Entitled "C.B.D. Neighborhood Development Plan and dated May 1, 1982", recorded November 28, 1984 as Entry No. 4020604 in Book 5609 at page 1953 of Official Records.

A Financing Statement disclosing a security interest and recorded January 31, 1983 as Entry No. 3754379 in Book 5435 at page 452 of Official Records, and executed by: Scott M. Waldron, Barbara F. Waldron, Dean R. Lindsay and Joan B. Lindsay in favor of: NORTH AMERICAN FINANCIAL CORP.

An amendment to said Financing Statement was recorded July 20, 1983 as Entry No. 3820681 in Book 5476 at page 893 of Official Records, whereby Titus Foods Incorporated was added as an additional debtor.

Location Code: N

THE FOLLOWING EXCEPTIONS AFFECT TRACT "N":

Taxes for the year 1989 now a lien, not yet due. Sidwell No. 22-17-176-001-0000, (1988 taxes paid \$3,173.89). and Part of Sidwell No. 22-17-154-012-0000, (1988 taxes paid \$7,123.78).

Said property is included within the boundaries of Salt Lake County Cottonwood Sanitary District and is subject to the charges and assessments thereof. For current status of the account call 943-7671.

Said property is included within the incorporated city limits of Murray City, a municipal corporation of the State of Utah, and is subject to any special assessments for improvements or services as may be therein provided. For information and status on accounts call: 264-2647.

A right of way for 5600 South street and for 900 East street as to the Northerly and Easterly portions of said property.

An 8 foot easement for a canal.

A Lease and Option to Purchase, dated October 14, 1960, executed by Earl E. Howe and Vivian Howe, his wife, and John O. Howe and Maxine Howe, his wife, as Lessor and Valley Shopping Center as Lessee, from the 15th day of October, 1960, to the 15th day of October, 2010, upon the terms, conditions and covenants therein provided, recorded October 31, 1960 as Entry No. 1744315 in Book 1754 at page 25 of Official Records.

The interest of Valley Shopping Center in said lease was assigned to South Lake Shopping Center by Assignment recorded November 14, 1960 as Entry No. 1746187 in Book 1757 at page 113 of Official Records.

The interest of South Lake Shopping Center was conveyed to Professional Maninvest Inc., Trustee, by Quit Claim Deed dated June 22, 1976, recorded June 23, 1976 as Entry No. 2827624 in Book 4243 at page 395 of Official Records, for the purpose of winding down the affairs of South Lake Shopping Center, a corporation which was dissolved December 23, 1971.

Location Code: N

THE FOLLOWING EXCEPTIONS AFFECT TRACT "N" CONTINUED:

(Affects the South 30 feet and the West 30 feet of Tract "N")

An unrecorded Lease dated April 16, 1986 by and between Professional Maninvest Inv., a Utah corporation as Landlord and Paul C. Adamson, dba Paul's Buyway, as Tenant as disclosed by that certain Addendum to Lease recorded April 1, 1987 as Entry No. 4428903 in Book 5897 at page 1867 of Official Records.

The terms and conditions of that certain Addendum to Lease recorded April 1, 1987 as Entry No. 4428903 in Book 5897 at page 1867 of Official Records.

A Leasehold Deed of Trust given to secure the amount of \$170,000.00 and any other amounts payable under the terms thereof, dated March 31, 1987 and recorded April 1, 1987 as Entry No. 4428902 in Book 5897 at page 1831 of Official Records,

TRUSTOR : Paul C. Adamson dba Paul's Buyway,
TRUSTEE : David R. Olsen, Esq.,
BENEFICIARY : FLEMING FOODS WEST, INC., a California corporation.

A Perpetual easement, upon a part of an entire tract of property, in the SE 1/4 NW 1/4 of Section 17, Township 2 South, Range 1 East, Salt Lake Base and Meridian, in Salt Lake County, Utah, for the purpose of constructing and maintaining thereon a traffic signal pole and appurtenant parts thereof incident to the construction of a traffic safety project known as Project No. 1043.

Said part of an entire tract is described as follows:

Beginning on the existing Westerly right of way line of 900 East Street at a point 1714.02 feet East and 1352.75 feet South from the Northwest Corner of said Section 17, thence West 22.6 feet; thence South 6.0 feet; thence East 22.6 feet; thence North 6.0 feet, along said right of way line to the point of beginning.

as granted to the Utah Department of Transportation by Easement recorded February 4, 1980 as Entry No. 3395719 in Book 5040 at page 54 of Official Records.

(Affects this and other property)

An Assignment of Leases for Security given to secure payment of a promissory Note in the amount of \$488,000.00, and any other amounts payable under the terms thereof, dated May 21, 1982 and recorded June 16, 1982 as Entry No. 3684642 in Book 5384 at page 34 of Official Records, executed by Professional Maninvest Inc. and Maninvest Corporation, in favor of VALLEY BANK AND TRUST COMPANY.

Location Code: N

THE FOLLOWING EXCEPTIONS AFFECT TRACT "N" CONTINUED:

A Financing Statement disclosing a security interest and recorded January 31, 1983 as Entry No. 3754373 in Book 5435 at page 448 of Official Records, and executed by: Scott M. Waldron and Barbara F. Waldron and Dean R. Lindsay and Joan B. Lindsay in favor of: NORTH AMERICAN FINANCIAL CORP.

Amendment to said Financing Statement whereas Titus Foods Incorporated was added as an additional debtor, recorded July 20, 1983 as Entry No. 3820679 in Book 5476 at page 890 of Official Records.

An action pending in the Third Judicial District Court, in and for the County of Salt Lake, State of Utah, filed November 22, 1988 as Case No. 88-907595PR, for the purpose of:

1. Declaratory relief ordering that a Lease in which the defendants claim an interest has been terminated;
2. Relief requiring the defendants to vacate the real property described herein and ordering that possession of said real property be awarded to plaintiffs; and
3. Various other relief, including, but not limited to recovery of rents.

PLAINTIFFS: John. O. Howe, Trustee, Robert E. Howe and Bonnie F. Howe, husband and wife; William K. Evans and Carole H. Evans, husband and wife, as Trustee; and Judith H. Steenblik,

DEFENDANTS: PROFESSIONAL MANIVEST INC., a Utah Corporation; PROFESSIONAL MANIVEST, INC., a Utah Corporation, as Trustee; MANIVEST CORPORATION, a Utah Corporation and JOHN DOES 1 through 10.

Lis Pendens in said action was recorded November 22, 1988 as Entry No. 4705165 in Book 6083 at page 1435 of Official Records. Recorded by Michael R. Carlston, Attorney for Plaintiff.

Location Code: 0

THE FOLLOWING EXCEPTIONS AFFECT TRACT "O":

Taxes for the year 1989 now a lien, not yet due. Sidwell No. 27-01-251-021-0000, (1988 taxes paid \$3,453.56), and Part of Sidwell No. 27-01-251-020-0000, (1988 taxes paid \$2,207.31).

Said property is included within the incorporated city limits of Sandy City, a municipal corporation of the State of Utah, and is subject to any special assessments for improvements or services as may be therein provided. For information and status on accounts call: 566-1561.

Said property is included within the boundaries of Sandy Suburban Improvement District and is subject to the charges and assessments thereof. For current status of the account call 561-7662.

A right of way over the East 25.00 feet of said property, as recited in various instruments of record.

Easement for public utilities, sewer, drainage and incidental purposes over the East 10 feet, of said property, as shown on the recorded plat.

Location Code: P

THE FOLLOWING EXCEPTIONS AFFECT TRACT "P":

Taxes for the year 1989 now a lien, not yet due. Sidwell No. 27-27-376-047-0000, (1988 taxes paid \$371.56), Sidwell No. 27-27-376-036-0000, (1988 taxes delinquent), Sidwell No. 27-27-376-037-0000, (1988 taxes paid \$106.06), Sidwell No. 27-27-376-038-0000, (1988 taxes paid \$106.06), Sidwell No. 27-27-376-039-0000, (1988 taxes paid \$106.06), and Sidwell No. 27-27-376-040-0000, (1988 taxes delinquent).

Said property is included within the boundaries of Salt Lake County Sewerage Improvement District No. 1 and is subject to the charges and assessments thereof. For current status of the account call 571-1166.

Said property is included within the boundaries of the East Riverton Drainage District, and is subject to the charges and assessments thereof.

Said property is included within the incorporated city limits of Riverton City, and is subject to any special assessments for improvements or services as may be therein provided. For information and status on accounts call: 572-6660.

(Affects Parcel 6 Plat "P")

A right-of-way easement and the right to construct, operate, maintain and remove communication and other facilities upon, over, under and across the following land:

An easement six (6) feet in width described by a center line with three (3) feet on each side as follows:

COMMENCING West 56 feet and North 386 feet from the South Quarter corner of Section 27, Township 3 South, Range 1 West, Salt Lake Base and Meridian; thence South 80 feet; thence West 132 feet; thence South 47 feet.

Granted to Mountain States Telephone and Telegraph Company by instrument dated August 24, 1984 and recorded August 30, 1984 as Entry No. 3987323 in Book 5586 at page 1291 of Official Records.

(Affects Parcel 4 Tract "P")

A right-of-way easement and the right to construct, operate, maintain and remove communication and other facilities upon, over, under, and across the following described land:

An easement six (6) feet in width described by a centerline with three (3) feet on each side as follows:

COMMENCING North 198.36 feet from the South Quarter corner of Section 27, Township 3 South, Range 1 West, Salt Lake Base and Meridian; thence West 25 feet to end.

Granted to Mountain States Telephone and Telegraph Company by instrument dated May 10, 1989 and recorded June 26, 1989 as Entry No. 4792204 in Book 6138 at page 1130 of Official Records.

Location Code: Q

THE FOLLOWING EXCEPTIONS AFFECT TRACT "Q":

Taxes for the year 1989 now a lien, not yet due. Sidwell No. 15-22-126-024-0000, Sidwell No. 15-22-126-025-0000, and Sidwell No. 15-22-126-026-0000.

Said property is included within the boundaries of Granger-Hunter Improvement District, for the purpose of supplying water and sewage facilities to said District. For current status of the account call: 968-3551.

Said property is included within the incorporated city limits of West Valley City, a municipal corporation of the State of Utah, and is subject to any special assessments for improvements or services as may be therein provided. For information and status on accounts call: 974-5501.

A perpetual easement and right of way for electric transmission, distribution and telephone circuits and 1 guy anchor, 3 poles to be erected and maintained upon and across said property, as granted to Utah Power & Light Company, a corporation, its successors in interest and assigns, by Pole Line Easement recorded May 17, 1945 as Entry No. 1001271 in Book 423 at page 251 of Official Records, along a line described as follows:

Beginning at the West fence line of 1700 West Street at a point 325 feet South and 700 feet West, more or less, from the North quarter corner of Section 22, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running

thence North $38^{\circ}29'$ West 198 feet; thence South $39^{\circ}41'$ West 1102 feet to a fence on the West boundary of said land.

Said easements includes the following statement:

"Grantee shall at its own expense relocate the above line to some other convenient location on Grantor's premises to avoid interference with any construction proposed to be made on the premises by Grantor, upon receipt of thirty days written notice from Grantors requesting said change."

A Right of Way Easement and the right to construct, operate, maintain and remove such communication and other facilities, from time to time, as said Grantee may require upon, over, under and across the following described land which the Grantor owns or in which the Grantor has any interest, to-wit:

Commencing South 46.12 feet and West 229.42 feet from North Quarter Corner of Section 22, Township 1 South, Range 1 West, Salt Lake Base and Meridian; thence South $02^{\circ}13'$ East 125 feet; thence East 5 feet; thence North $02^{\circ}13'$ West 125 feet; thence West 5 feet to beginning.

As granted to The Mountain States Telephone and Telegraph Company, its successors and assigns, by Right of Way Easement recorded November 2, 1981 as Entry No. 3619286 in Book 5308 at page 678 of Official Records.

Location Code: R

THE FOLLOWING EXCEPTIONS AFFECT TRACT "R":

Taxes for the year 1989 now a lien, not yet due. Sidwell No. 16-28-353-001-0000, (1988 taxes paid \$4,715.27).

Said property is included within the boundaries of Salt Lake Suburban Sanitary District No. 1 and is subject to the charges and assessments thereof. For current status of the account call 262-2904.

(Affects the South line of said property)

The property description contained in that certain Warranty deed executed by George Z. Aposhian and Catharine W. Aposhian, his wife, in favor of Aposhian Enterprises, a Utah Corporation, recorded December 30, 1968 as Entry No. 2271912 in Book 2718 at page 510 of Official Records, overlaps and conflicts with the property described herein by approximately 0.8 feet.

Reservation contained in that certain Assignment and Assumption Agreement recorded August 13, 1982 as Entry No. 3702227 in Book 5402 at page 2754 of Official Records, which recites as follows:

"Dee's, Inc. specifically retains the billboard sign presently located on the premises, together with a right of ingress and egress over the premises covered by the Lease to maintain, remodel or dismantle said sign."

A Financing Statement disclosing a security interest and recorded January 31, 1983 as Entry No. 3754377 in Book 5405 at page 444 of Official Records, and executed by: Scott M. Waldron, Barbara F. Waldron, Dean R. Lindsay and Joan T. Lindsay in favor of: NORTH AMERICAN FINANCIAL CORP.

Location Code: S

THE FOLLOWING EXCEPTIONS AFFECT TRACT "S":

Taxes for the year 1989 now a lien, not yet due. Sidwell No. 14-26-476-008-0000.

Said property is included within the boundaries of Granger-Hunter Improvement District, for the purpose of supplying water and sewage facilities to said District. For current status of the account call: 968-3551.

Said property is included within the incorporated city limits of West Valley City, a municipal corporation of the State of Utah, and is subject to any special assessments for improvements or services as may be therein provided. For information and status on accounts call: 974-5501.

A perpetual easement, upon part of an entire tract of property, in the Southeast Quarter of the Southeast Quarter of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian, in Salt Lake County, Utah, for the purpose of constructing and maintaining thereon a signal light pole and appurtenant parts thereof incident to a highway safety improvement known as Project No. 1032.

The boundaries of said part of an entire tract are described as follows:

BEGINNING at a point 40.00 feet North $0^{\circ}09'50''$ West along the East line of said Section 26 and South $89^{\circ}59'10''$ West 53.00 feet from the Southeast corner of said Section 26; thence South $89^{\circ}59'10''$ West 10.00 feet; thence North $0^{\circ}09'50''$ West 10.00 feet; thence North $89^{\circ}59'10''$ East 10.00

feet; thence South $0^{\circ}09'50''$ East 10.00 feet to the point of BEGINNING.

As granted to the Utah Department of Transportation, by Easement recorded December 30, 1981 as Entry No. 3635395 in Book 5327 at page 20 of Official Records.

ESD 6162 REC 333

Location Code: S

THE FOLLOWING EXCEPTIONS AFFECT TRACT "S" CONTINUED:

(Affects Tracts A, D, G, H, L, M, N, O, P, Q, R, S and other property)

A UCC-1 Financing Statement recorded August 13, 1982 as Entry No. 3702232 in Book 5402 at page 2903 of Official Records, executed by Scott M. Waldron, Barbara J. Waldron, Dean R. Lindsay and Joan B. Lindsay, in favor of FIRST SECURITY BANK OF UTAH, N.A.

A continuation of said Financing Statement was recorded June 24, 1987 as Entry No. 4480265 in Book 5933 at page 2361 of Official Records.

(Affects Tracts A, D, G, H, L, M, N, O, P, Q, R, S and other property)

A Financing Statement disclosing a security interest and recorded November 29, 1983 as Entry No. 3874744 in Book 5510 at page 2510 of Official Records, and executed by: Titus Foods, Inc. f/k/a Titus Investment Corp. f/k/a Century Foods, Inc. in favor of: FIRST SECURITY BANK OF UTAH, N.A.

(Affects Tracts A, D, G, H, L, M, N, O, P, Q, R, S and other property)

A Financing Statement disclosing a security interest and recorded November 29, 1983 as Entry No. 3874744 in Book 5510 at page 2551 of Official Records, and executed by: Century Foods Systems, a partnership in favor of: FIRST SECURITY BANK OF UTAH, N.A.

200/6162 REC 334

Location Code: S

THE FOLLOWING EXCEPTIONS AFFECT TRACT "S" CONTINUED:

(Affects Tracts A, D, H, M, N, O, R, S and other property)
A Leasehold Mortgage, Assignment and Security Agreement given to secure the amount of \$(amount not determined) and any other amounts payable under the terms thereof, dated November 31, 1982 and recorded January 12, 1983 as Entry No. 3748355 in Book 5431 at page 366 of Official Records.
MORTGAGOR : Scott M. Waldron, Barbara J. Waldron, Dean R. Lindsay Trust and the Joan B. Lindsay Trust,
MORTGAGEE : NORTH AMERICAN FINANCIAL CORPORATION.

(Affects Tract O and other property)
A Financing Statement disclosing a security interest and recorded January 31, 1983 as Entry No. 3754374 in Book 5435 at page 417 of Official Records, and executed by: Scott M. Waldron, Barbara F. Waldron, Dean R. Lindsay and Joan B. Lindsay in favor of: NORTH AMERICAN FINANCIAL CORPORATION.

(Affects Tract A, D, H and S)
A Financing Statement disclosing a security interest and recorded January 31, 1983 as Entry No. 3754375 in Book 5435 at page 427 of Official Records, and executed by: Scott M. Waldron, Barbara F. Waldron, Dean R. Lindsay and Joan B. Lindsay in favor of: NORTH AMERICAN FINANCIAL CORP.

(Affects Tract "D")
A continuation of said Financing Statement was recorded July 20, 1983 as Entry No. 3820680 in Book 5476 at page 891 of Official Records.

(Affects Tracts A, D, H and S)
Real Property Waiver recorded January 31, 1983 as Entry No. 3754779 in Book 5435 at page 1188 of Official Records, executed by Dee's Inc., in favor of North American Financial Corporation, and subject to the terms and conditions of said instrument.

(Affects Tracts A, D, H, M, N, O, R, S and other property)
Real Property Waiver recorded January 31, 1983 as Entry No. 3754780 in Book 5435 at page 1193 of Official Records, executed by Dean R. Lindsay Trust and Joan B. Lindsay Trust, in favor of North American Financial Corporation and subject to the terms and conditions of said instrument.

(Affects Tract O)
Real Property Waiver recorded January 31, 1983 as Entry No. 3754781 in Book 5435 at page 1205 of Official Records, executed by Anderson Investment Corporation, in favor of North American Financial Corporation and subject to the terms and conditions of said instrument.

(Affects Tract "N")
Real Property Waiver recorded January 31, 1983 as Entry No. 3754783 in Book 5435 at page 1211 of Official Records, executed by Professional Maninvest, Inc., in favor of North American Financial Corporation and subject to the terms and conditions of said instrument.

Location Code: S

THE FOLLOWING EXCEPTIONS AFFECT TRACT "S" CONTINUED:

(Affects Tracts A, D, H, M, N, O, R, S and other property)
Real Property Waiver recorded January 31, 1983 as Entry No. 3754784 in Book 5435 at page 1213 of Official Records, executed by First Security Bank, in favor of North American Financial Corporation and subject to the terms and conditions of said instrument.

(Affects Tracts A, D, G, H, L, M, N, O, P, Q, R, S and other property)
A Indenture of Mortgage, Deed of Trust, Security Agreement and Fixture Financing Mortgage given to secure the amount of \$3,000,000.00 and any other amounts payable under the terms thereof, dated August 7, 1987 and recorded August 12, 1987 as Entry No. 4506399 in Book 5950 at page 2905 of Official Records.
MORTGAGOR : Titus Foods, Inc., a Utah Corporation,
MORTGAGEE : TERRATRON, INC., a Wisconsin corporation.

(Affects Tracts A, D, G, H, L, M, N, O, P, Q, R, S and other property)
The effect of those certain Warranty Deeds all of which are dated August 3, 1982, and executed by Dee's, Inc., a Utah Corporation, as Grantor, to Scott M. Waldron, as Grantee, all of which were recorded August 13, 1982 as follows:

<u>ENTRY NO.</u>	<u>TRACT</u>	<u>ENTRY NO.</u>	<u>TRACT</u>
3702191	"A"	3702224	"P"
3702198	"D": all parcels	3702226	"Q"
3702204	"G"	3702228	"R"
3702206	"H"	3702230	"S"
3702213	"L"	620857	"T"
3702215	"M"	620860	"U"
3702217	"N"	620864	"W"
3702219	"O"		

all of which Warranty Deeds convey and warrant to Grantee "all of the buildings, structures, parking surfaces and other improvements related to the food service drive-in business located on the land described in Exhibit A" attached to each Deed "expressly reserving unto grantor and the fee title owner all right, title and interest in and to said land and ground."

The interest of Scott M. Waldron has since passed to Century Foods, Inc., now known as Titus Foods, Incorporated by Special Warranty Deed Entry No. 3702233, in Book 5402 at page 2947 of official records and by Special Warranty Deed Entry No. 4065449 in Book 5639 at page 2198 of official records.

Location Code: T

THE FOLLOWING EXCEPTIONS AFFECT TRACT "T":

Taxes for the year 1989 now a lien, not yet due.
Taxes for the year 1988 have been paid in the amount of \$3,753.12, Serial No. 03-025-0075; and in the amount of \$679.97, Serial No. 03-025-0076.

Said property is included within the boundaries of Weber Basin Water Conservancy District and is subject to the charges and assessments thereof.

Subject property is within the bounds of the C. B. D. Neighborhood Development Plan and subject to any charges or assessments thereof, dated April 22, 1981 and recorded

November 28, 1984 as Entry No. 688677 in Book 1014 at page 736 of official records.

Easement granted to Bountiful, a Municipal Corporation, by instrument recorded June 19, 1987 as Entry No. 791010 in Book 1175 at page 212 of official records and recorded as Entry No. 791461 in Book 1175 at page 223 of official records, described as follows: (Affects the South 5 feet)

A Financing Statement executed by Century Foods Systems, a partnership, in favor of First Security Bank of Utah, N.A., disclosing a security interest, recorded December 5, 1983 as Entry No. 658940 in Book 970 at page 362 of official records.

A Financing Statement executed by Titus Foods, Inc., fka Titus Investment Corp., fka Century Foods, Inc., in favor of First Security Bank of Utah, N.A., disclosing a security interest, recorded December 5, 1983 as Entry No. 658941 in Book 970 at page 375 of official records.

Indenture of Mortgage, Deed of Trust, Security Agreement and Fixture Financing Statement, dated August 7, 1987 by and between Titus Foods, Inc., as Mortgagor, Debtor, Trustor, and/or Assignor, and Terratron, Inc., a Wisconsin Corp., as Lender, in the amount of \$3,000,000.00, recorded August 12, 1987 as Entry No. 797814 in Book 1187 at page 236 of official records.

Location Code: U

THE FOLLOWING EXCEPTIONS AFFECT TRACT "U":

Taxes for the year 1989 now a lien, not yet due.

Taxes for the year 1988 have been paid in the amount of \$165.08 as to part of Serial No. 06-095-0027; \$4,095.99 as to part of Serial No. 06-095-0031; and \$1,568.49 as to Part of Serial No. 06-095-0025.

Said property is included within the boundaries of Weber Basin Water Conservancy District, South Davis County Water Improvement District, South Davis County Sewer District and is subject to assessments by said Districts.

The right to relocate and reconstruct within said property and outside the limits of the State Highway right of way along the East line thereof, any irrigation ditches existing within the limits of said right of way; as granted to STATE

ROAD COMMISSION OF UTAH, by Right of Way Deed, recorded December 10, 1934, in Book 1-M, Page 171 of Deeds.

Said property has no access to the Highway along the South line thereof, and no access shall be permitted along the existing Northwesterly right of way line of the existing Highway US-91 for a distance of 50.0 feet Northeasterly from a point opposite US-91 Engineer Station 158+01.27 to point opposite US-91 Engineer Station 158+51.27, as granted to STATE ROAD COMMISSION OF UTAH, Grantee, by Warranty Deed, dated August 16, 1972 and recorded October 30, 1972, as Entry No. 372119 in Book 503 at page 97 of Official Records, and reserved in Quit Claim Deed, recorded August 16, 1972, as Entry No. 368692 in Book 496 at page 153 of Official Records.

The right to use the following described parcel for a slope easement adjoining Northerly the Northerly right of way and limited-access line of a highway known as Project No. NS-29(1) for the purpose of constructing thereon cut and/or fill slopes and necessary drainage ditches and appurtenant parts thereof incident to the grading of the roadway of said project. Said part of an entire tract is described as follows: Beginning in the Northwesterly boundary line of said entire tract, which is also the Southeasterly right of way line of the former Bamberger Railroad at a point 53.0 feet perpendicularly distant Northerly from the Center line of said project opposite Engineer Station 28+34.46, said point is also approximately 1947.12 feet North and 1239.18 feet East from the South Quarter corner of said Section 36; thence South 89°52' East 145.20 feet, to a point in the existing Northwesterly right of way line of Highway US-91 opposite 2600 South Street Engineer Station 29+79.66; thence

Location Code: U

THE FOLLOWING EXCEPTIONS AFFECT TRACT "U" CONTINUED:

North 31°21' East 11.69 feet along said Northwesterly right of way line; thence North 89°52' West 146.22 feet, more or less, to said Northwesterly boundary line; thence South 26°53'33" West 11.20 feet, more or less, along said Northwesterly boundary line to the point of beginning. It is agreed that the grantor, by consent of the Department of Highways, shall have the right to lessen but not to increase the vertical distance or grade of said slopes, however, grantor may erect a retaining wall along the South line of said easement to permit fill along the slope easement without jeopardy to the Highway, as granted to STATE ROAD COMMISSION OF UTAH, Grantee, by Slope Easement, recorded October 30, 1972, as Entry No. 372120 in Book 503 at page 98 of Official Records.

A right of way and easement 12.0 feet in width to lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other gas transmission and distribution facilities through and across the following described property, the center line of said right of way and easement is described as follows: Beginning at a point located on the North right of way line of 2600 South Street, said point being North 1947.22 feet and East 1196.70 feet from the South Quarter Corner of said Section 36; thence North 00°00'47" West 243.00 feet; thence North 89°59'13" East 58.00 feet, with the right of ingress and egress to and from said right of way to maintain, operate, repair, inspect, protect, remove, and replace the same, the Grantors shall not build or construct nor permit to be built or constructed any building or other improvement over or across said right of way, nor change the contour thereof without written consent of Grantee, as grantee to MOUNTAIN FUEL SUPPLY COMPANY, a Corporation, by Right of Way and Easement Grants, recorded May 7, 1982, as Entry No. 614743 and 614744 in Book 901 at page 785 and 787 of Official Records.

(Affects this and other property)

Leasehold Mortgage, Assignment and Security Agreement dated December 31, 1982, by and between Scott M. Waldron, et al, as Mortgagors, and North American Financial Corporation, disclosing a security interest recorded January 14, 1983 as Entry No. 630836 in Book 927 at page 570 of official records.

Real Property Waiver executed by William K. Olson, et al, recorded January 14, 1983 as Entry No. 630850 in Book 927 at page 657 of official records.

Locatuib Code L:

THE FOLLOWING EXCEPTIONS AFFECT TRACT "U" CONTINUED:

Real Property Waiver executed by First Security Bank recorded January 14, 1983 as Entry No. 630851 in Book 927 at page 659 of official records.

Real Property Waiver executed by Dee's, Inc., recorded January 14, 1983 as Entry No. 630852 in Book 927 at page 662 of official records.

Real Property Waiver executed by D. R. Lindsay & Assoc., etal, recorded January 14, 1983 as Entry No. 630853 in Book 927 at page 665 of official records.

A Financing Statement executed by Scott M. and Barbara Waldron, etal, in favor of North American Financial Corp., disclosing a security interest, recorded January 19, 1983 as Entry No. 631170 in Book 928 at page 220 of official records.

Location Code: V

THE FOLLOWING EXCEPTIONS AFFECT TRACT "V":

Taxes for the year, 1989 now a lien, not yet due.

Taxes for the year 1988 have been paid in the amount of \$3,428.27. Serial No. 10-090-0008.

Said property is included within the boundaries of Weber Basin Water Conservancy District, North Davis County Sewer District and is subject to assessments by said Districts.

An easement to construct, maintain, operate, repair, remove and replace electric light and power and telephone lines, service meters and appurtenant facilities for the transmission and distribution of electric service through, over, and across said property, including the right from time to time of said Grantee, successor or assigns to cut or trim any tree, vines, or branches, on said premises which interfere with any such wires, cables or attachments, with right of ingress and egress to, from and over the said property for the purpose of this easement as granted to UTAH POWER & LIGHT COMPANY, a corporation, by Easement, recorded January 6, 1958 as Entry No. 173083 in Book 135 at page 491 of Official Records.

(Affects this and other property)

Leasehold Mortgage, Assignment and Security Agreement dated December 31, 1982, by and between Scott M. Waldron, et al, as Mortgagors, and North American Financial Corporation, disclosing a security interest recorded January 14, 1983 as Entry No. 630836 in Book 927 at page 570 of official records.

Real Property Waiver executed by Alvin H. and Maureen Johnson, et al, recorded January 14, 1983 as Entry No. 630849 in Book 927 at page 655 of official records.

Real Property Waiver executed by First Security Bank recorded January 14, 1983 as Entry No. 630851 in Book 927 at page 659 of official records.

Location Code: V

THE FOLLOWING EXCEPTIONS AFFECT TRACT "V" CONTINUED:

Real Property Waiver executed by Dee's, Inc., recorded January 14, 1983 as Entry No. 630852 in Book 927 at page 662 of official records.

Real Property Waiver executed by D. R. Lindsay & Assoc., etal, recorded January 14, 1983 as Entry No. 630853 in Book 927 at page 665 of official records.

A Financing Statement executed by Scott M. and Barbara Waldron, etal, in favor of North American Financial Corp., disclosing a security interest, recorded January 19, 1983 as Entry No. 631169 in Book 928 at page 216 of official records and amended by instrument recorded July 7, 1983 in Book 949 at page 529 of official records.

A Financing Statement executed by Century Foods Systems, a partnership, in favor of First Security Bank of Utah, N.A., disclosing a security interest, recorded December 5, 1983 as Entry No. 658940 in Book 970 at page 362 of official records.

A Financing Statement executed by Titus Foods, Inc., fka Titus Investment Corp., fka Century Foods, Inc., in favor of First Security Bank of Utah, N.A., disclosing a security interest, recorded December 5, 1983 as Entry No. 658941 in Book 970 at page 375 of official records.

Indenture of Mortgage, Deed of Trust, Security Agreement and Fixture Financing Statement, dated August 7, 1987 by and between Titus Foods, Inc., as Mortgagor, Debtor, Trustor, and/or Assignor, and Terratron, Inc., a Wisconsin Corp., as Lender, in the amount of \$3,000,000.00, recorded August 12, 1987 as Entry No. 797814 in Book 1187 at page 236 of official records.

Location Code: W

THE FOLLOWING EXCEPTIONS AFFECT TRACT "W":

Taxes for the year 1989 now a lien, not yet due.

Serial No. 12-003-0119.

Said property is included within the boundaries of Weber Basin Water Conservancy District, North Davis County Sewer District and is subject to assessments by said Districts.

Excepting and reserving all coal and other minerals within or underlying said lands, with the reserved rights to prospect for, mine and remove coal or other minerals therefrom, as reserved in the Deed, executed by UNION PACIFIC RAILROAD COMPANY, recorded October 27, 1899, in Book Q, Pages 519-22 of Deeds.

The right to relocate and reconstruct within the limits of said property and outside the limits of the Highway right of way along the West line of said property, all irrigation ditches existing within the limits of the said right of way, and to extend onto said property and outside the limits of the highway right of way, all cut and/or fill slopes made necessary by the grading for sidewalks on said project, as granted to STATE ROAD COMMISSION OF UTAH, by Right of Way, recorded August 16, 1940 in Book 1-S, Page 2 of Deeds.

A Financing Statement executed by Century Foods Systems, a partnership, in favor of First Security Bank of Utah, N.A., disclosing a security interest, recorded December 5, 1983 as Entry No. 658940 in Book 970 at page 362 of official records.

A Financing Statement executed by Titus Foods, Inc., fka Titus Investment Corp., fka Century Foods, Inc., in favor of First Security Bank of Utah, N.A., disclosing a security interest, recorded December 5, 1983 as Entry No. 658941 in Book 970 at page 375 of official records.

Location Code: T, U, V and W

The following exceptions affect Tracts T, U, V and W:

A UCC-1 Financing Statement recorded August 13, 1982 as Entry No. 620867 in Book 911 at page 574 of Official Records, executed by Scott M. Waldron, Barbara J. Waldron, Dean R. Lindsay and Joan B. Lindsay, in favor of FIRST SECURITY BANK OF UTAH, N.A.

Continuation recorded June 24, 1987 as Entry No. 791461 in Book 1176 at page 40 of Official Records.

The effect of those certain Warranty Deeds all of which are dated August 3, 1982, and executed by Dee's, Inc., a Utah Corporation, as Grantor, to Scott M. Waldron, as Grantee, all of which were recorded August 13, 1982 as follows:

Tract "T": Entry No. 620857
Tract "U": Entry No. 620860
Tract "W": Entry No. 620864

all of which Warranty Deeds convey and warrant to Grantee "all of the buildings, structures, parking surfaces and other improvements related to the room service drive-in business located on the land described in Exhibit A" attached to each Deed "expressly reserving unto grantor and the fee title owner all right, title and interest in and to said land and ground."

Warranty Deed executed by Scott M. Waldron, as Grantor, to Scott M. Waldron, as to a 12% undivided interest as a tenant in common, D. R. Lindsay Associates, a Utah limited partnership, as to a 21% undivided interest as a tenant in common, Dean R. Lindsay and Joan B. Lindsay, as Trustees for Joan B. Lindsay, as to a 33.5% undivided interest, as a tenant in common, and Joan B. Lindsay and Dean R. Lindsay, as trustees for Dean R. Lindsay, as to a 33.5% undivided interest as a tenants in common, as Grantees, recorded as Entry No. 620868.

The effects of that certain Special Warranty Deed recorded April 1, 1985 as Entry No. 690187 in Book 1023 at page 978 of official records, wherein the Grantees shown in Exception No. 95 above, convey to Century Foods, Inc.

Affidavit recorded April 1, 1985 as Entry No. 690191 in Book 1028 at page 998 of official records, which states among other things that Titus Foods., Inc., is the successor-in-interest to all right, title, and interest of Titus Foods., Inc., (FKA Titus Investment Corp.), also that Century Foods, Inc., merged with Titus Foods, Inc.

Location Code: AA

THE FOLLOWING EXCEPTIONS AFFECT TRACT "AA":

Taxes for the year 1989 now a lien, not yet due.

Reservations in Patents of Record or in Acts authorizing the issuance thereof; unpatented mining claims, reservations or exceptions, water rights, claims or title to water.

Financing Statement executed by Scott M. Waldron, Barbara J. Waldron, Dean R. Lindsay, and Joan B. Lindsay, as Debtor, to First Security Bank of Utah, N.A., as Secured Party. Recorded August 13, 1982 as Entry No. 453535 in Book 305 at Page 361 of official records.

Continuation of Financing Statement executed by Scott M. Waldron, Barbara J. Waldron, Dean R. Lindsay, and Joan B. Lindsay, as Debtor, to First Security Bank of Utah, N.A., as Secured Party. Recorded June 22, 1987 as Entry No. 503442 in Book 407 at pages 276 of official records. (Refers to Financing Statement 453535)

Indenture of Mortgage, Deed of Trust, Security Agreement, and Fixture Finance Statement executed August 7, 1987 by Titus Foods, Inc., as Borrower, and Terratron, Inc., a Wisconsin Corporation, as Lender. Recorded August 13, 1987 as Entry No. 505130 in Book 411 at page 109 of official records. Principal Amount: \$3,000,000.00. The amount due, terms and conditions of said indebtedness should be determined by contacting the owner of the debt.