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KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
FIRST AMERICAN TITLE
REC BY: DIANE KILFACK , DEPUTY

MORTGAGE MODIFICATION AGREEMENT

THIS MORTGAGE MODIFICATION AGREEMENT ("Agreement"), made and executed to be effective as of this 14th day of August, 1991, by and between FIRST BANK NATIONAL ASSOCIATION, a national association ("Mortgagee"), whose address is First Bank Place East, MPFE 0910, Minneapolis, Minnesota 55480, and TITUS FOODS, INC., a Utah corporation ("Mortgagor"), whose address is 7050 South 2000 East, Suite 300, Salt Lake City, Utah 84121.

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PRELIMINARY STATEMENT OF FACTS:

A. Mortgagor, Terratron Midwest, Inc., a Wisconsin corporation ("Terratron") and Mortgagee are parties to a Term Loan Agreement dated September 25, 1989 (the "Terratron Loan Agreement"), pursuant to which Mortgagor and Terratron are indebted to Mortgagee as evidenced by a Term Promissory Note dated December 25, 1989 in the original principal amount of Three Million Two Hundred Sixty Thousand and no/100 (\$3,260,000.00) Dollars and a Term Promissory Note dated September 25, 1989 in the original principal amount of Five Hundred Thousand and no/100 (\$500,000.00) Dollars (collectively the "Term Promissory Notes").

B. As security for the repayment of the Term Promissory Notes, Mortgagor has executed and delivered to Mortgagee its Amended and Restated Indenture of Mortgage dated September 25, 1989, recorded September 26, 1989 as entry No. 4827572 in Book 6162 at Page 268 of Official Records, Salt Lake County, Utah and as entry No. 370339 in Book 1314 at Page 608 of Official Records, Davis County Utah and as entry No. 526642 in Book 458 at Page 186 of Official Records, Cache County Utah ("Mortgage"), and a certain Security Agreement dated September 25, 1989 granting Mortgagee a security interest in inventory, accounts, equipment and fixtures, chattel paper, general intangibles, documents, instruments, property in possession of Mortgagee and the products and proceeds thereof ("Security Agreement").

C. The Mortgage creates a lien upon certain real property situate in the Counties of Salt Lake, Davis and Cache, State of Utah, more fully described in Exhibit "A" attached hereto and made a part hereof (the "Premises").

D. Terratron and Mortgagee are the parties to a Term Loan Agreement dated September 15, 1989, as amended by an Amendment to Loan Agreement dated December 26, 1989 (the "Terratron Loan Agreement") (the Terratron Loan Agreement and the Titus Loan Agreement being hereinafter referred to as the "Prior Agreements"), pursuant to which Terratron is indebted to Mortgagee as evidenced by an Equipment Note dated September 15, 1989 in the original principal amount of Four Hundred Eighty-Six Thousand and no/100 (\$486,000.00) Dollars ("Equipment Note"), a Land Note dated September 15, 1989 in the original principal amount of Two Million Seven Hundred Fifty-Four Thousand and no/100 (\$2,754,000.00) Dollars ("Land Note"), and a Revolving Credit Note dated December 26, 1989 in the original principal amount of One Million and no/100 (\$1,000,000.00) Dollars ("Revolving Credit Note").

E. As security for the repayment of the Equipment Note and the Land Note, Terratron has heretofore executed and delivered to Mortgagee its Mortgage dated September 14, 1989, filed for record in the Register's Office of Outagamie County, Wisconsin, on September 20, 1989 in Jacket 9724, Image 9-18, as Document No. 966755 and re-recorded in said Register's Office on October 2, 1989 in Jacket 9757, Image 13-22, as Document No. 967526 and filed for record in the Register's Office of Wood County, Wisconsin on September 20, 1989 in Volume 577 of Records, Page 605 ("Terratron Mortgage") and as security for repayment of the Equipment Note, the Land Note and the Revolving Credit Note, Terratron has executed and delivered to Mortgagee its Security Agreement dated September 15, 1989 as amended by Amendment to Security Agreement dated December 26, 1989 granting Mortgagee a security interest in inventory, accounts, equipment and fixtures, chattel paper, general intangibles, documents, instruments,

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property in possession of Mortgagee and the products and proceeds thereof ("Terratron Security Agreement").

F. As of the date hereof, the outstanding principal balance owed by Terratron to Mortgagee pursuant to the Terratron Loan Agreement is Three Million Nine Hundred Twenty-Three Thousand Seven Hundred Fourteen and 35/100 (\$3,923,714.35) Dollars and the outstanding principal balance owed by Mortgagor and Terratron to Mortgagee pursuant to the Titus Loan Agreement is Three Million Two Hundred Ninety-Eight and 53/100 (\$3,298,928.53) Dollars, for an aggregate amount owed to Mortgagee of Seven Million Two Hundred Twenty-Two Thousand Six Hundred Forty-Two and 88/100 (\$7,222,642.88) Dollars.

G. Mortgagee has agreed to convert \$2,500,000.00 of the outstanding principal balance under the Prior Agreements to a Convertible Debenture issued and payable by Terratron, Inc., a Delaware corporation, and to extend and renew \$4,722,642.88 of the outstanding principal balance under the Prior Agreements pursuant to (i) an Amended and Restated Loan Agreement dated of even date herewith entered into by and between Mortgagor, Terratron and Mortgagee ("Amended and Restated Loan Agreement") which Amended and Restated Loan Agreement amends, restates and supersedes the Prior Agreements in their entirety and (ii) a certain Term Promissory Note dated of even date herewith in the principal amount of \$4,722,642.88 (the "Note"), all subject to the terms and conditions contained herein.

H. The parties desire to modify the Mortgage to secure the extended and renewed indebtedness as evidenced by the Note and the Amended and Restated Loan Agreement and as more fully provided herein.

NOW, THEREFORE, for other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed by the parties as follows:

1. AMENDMENT TO MORTGAGE

1.1. The Mortgage shall hereafter secure:

- a. Payment of the indebtedness, both principal and interest, evidenced by the Note with such maturity, and such payment and repayment provisions as provided in said Note and in the Amended and Restated Loan Agreement which Note has been executed by Mortgagor and Terratron and delivered and is payable to Mortgagee and which is incorporated in the Mortgage by reference, also including any and all modifications, extensions and renewals thereof; together with all other sums which may become due and payable under the Note, the Amended and Restated Loan Agreement, the Mortgage and any other loan documentation provided to Mortgagee; and
- b. Payment of all sums advanced by Mortgagee to preserve and protect the Premises and all proceeds, additions, acquisitions and substitutions thereto, with interest on such sums advanced accruing at a floating rate equal to Three and One-Quarter (3-1/4%) percent per annum in excess of the Reference Rate (as defined in the Amended and Restated Loan Agreement), until paid by Mortgagor; 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 Mortgagor or its successors or assigns, or any of them by Mortgagee, 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 the Mortgage (such obligations shall be established, *prima facie*, by the books and records of Mortgagee; and

- d. Performance of all of the obligations, promises and covenants of Mortgagor and Terratron in the aforesaid Amended and Restated Loan Agreement, the Note, the Mortgage and any other documentation or agreements relating to or connected with the Amended and Restated Loan Agreement, including any modifications or amendments to any of the foregoing, the Amended and Restated Loan Agreement, the Mortgage and documents being incorporated in the Mortgage by 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 by the Mortgage, may be referred to in the Mortgage collectively as the "Loan Documents".

- 1.2. All references in the Mortgage to the "Notes" or the Term Promissory Notes shall hereinafter refer to the Note and all references in the Mortgage to the Loan Agreement shall hereinafter refer to the Amended and Restated Loan Agreement.
- 1.3. The Mortgage shall secure the "Loan Documents" with all the priorities enjoyed at its inception.
- 1.4. Except as modified hereby, the Mortgage shall continue in full force and effect in accordance with its terms as originally executed.

2. CONDITIONS TO EFFECTIVENESS

- 2.1. This Agreement and its effectiveness is contingent on:
 - a. Mortgagor at its sole cost and expense, obtaining and delivering to Mortgagee an Endorsement to the Mortgagee Title Policy insuring the lien of the Mortgage, in form and content acceptable to Mortgagee, stating that the coverage of said Mortgagee Title Policy is in effect and unimpaired with no change notwithstanding the execution and delivery of this Agreement.
 - b. The payment by Mortgagor to Mortgagee of the attorneys fees incurred by the Mortgagee in the negotiation and delivery of this Agreement together with all out of pocket costs incurred by the Mortgagee.

3. MISCELLANEOUS

- 3.1. This Agreement is delivered in and shall in all respects be construed according to the laws of the State of Utah.
- 3.2. This Agreement and each and every part hereof shall be binding upon the parties hereto and their successors and assigns and shall inure to the benefit of each and every future Holder of the Note including any successors and assigns of the Mortgagee.
- 3.3. Nothing herein shall be construed to be a novation of the indebtedness evidenced by the Note and it is intended that the Mortgage shall continue to be entitled to all of the priorities existing under the Mortgage as of the date first executed and delivered.

- 3.4. The liens, security interests, assignments and other rights evidenced by the Mortgage are hereby renewed and extended to secure payment of the Note and the Amended and Restated Loan Agreement.
- 3.5. Mortgagor, upon request from Mortgagee, agrees to execute such other and further documents as may be reasonably necessary or appropriate to consummate the transactions contemplated herein or to perfect the liens and security interests intended to secure the payment of the indebtedness evidenced by the Note.
- 3.6. Except as provided herein, the terms and provisions of the Mortgage shall remain unchanged and shall remain in full force and effect. Any modification herein of the Mortgage shall in no way affect the security of the Mortgage for the payment of the Note. The Mortgage as modified and amended hereby is hereby ratified and confirmed in all respects.
- 3.7. The parties acknowledge that the liens and security interests created and evidenced by the Mortgage are valid and subsisting and further acknowledge and agree that there are no offsets, claims or defenses to the Note or the Mortgage or the Amended and Restated Loan Agreement.
- 3.8. This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed as of the date and year first above written.

FIRST BANK NATIONAL ASSOCIATION,
a national association

By Kathryn A. Sterner
Its Vice President

TITUS FOODS, INC., a Utah
corporation

By [Signature]
Its President

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

On the 20th day of August, 1991, personally appeared before me Kathryn A. Sterner, who, being by me duly sworn did say that he is the Vice President of First Bank National Association, a national association, and that said instrument was signed in behalf of said association by authority of its by-laws (or by resolution of its board of directors, as the case may be), and said Kathryn A. Sterner acknowledged to me that said association executed the same.

[SEAL]

STATE OF Utah)
) ss.
COUNTY OF Southern)

Joan M. Valters
Notary Public
JOAN M. VALTERS
NOTARY PUBLIC—MINNESOTA
HENNEPIN COUNTY
My Commission Expires Oct. 10, 1995

On the 12th day of August, 1991, personally appeared before me Kenneth W. Wisner, who, being by me duly sworn did say that he is the President of Titus Foods, Inc., a Utah corporation, and that said instrument was signed in behalf of said corporation by authority of its by-laws (or by resolution of its board of directors, as the case may be), and said Kenneth W. Wisner acknowledged to me that said corporation executed the same.

NOTARY PUBLIC
WILLIAM SHANE TOPHAM
3770 E. 800, Tropic, Utah
Salt Lake City, Utah 84111
My Comm. Expires: 4-27-92
State of Utah

W. S. Topham
Notary Public

THIS DOCUMENT WAS DRAFTED BY:

James J. Schwert, Esq.
OPPENHEIMER WOLFF & DONNELLY
3400 Plaza VII Building
45 South Seventh Street
Minneapolis, MN 55402

EXHIBIT X

Legal Description

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 28.205 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.

BK6353PG1319

Location Code: D

Lessee: Titus Foods, Inc.

Lessor: Dee's, Inc. (Parcels 1, 2 & 3) Lease Date: August 3, 1982
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 3 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.

DK6353Pg1320

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

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.

BK 6333 PG 1322

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.

BK6353Pg1323

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.

BK 6353 PG 1324

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 $0^{\circ}14'30''$ West 155 feet; thence South $89^{\circ}49'35''$ East 155 feet to the West line of 900 East Street; thence North $0^{\circ}14'30''$ 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 $89^{\circ}49'35''$ 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 $0^{\circ}14'30''$ West 155.0 feet; thence North $89^{\circ}49'35''$ West 30.0 feet; thence North $0^{\circ}14'30''$ East 155.0 feet; thence East $89^{\circ}49'35''$ 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 $0^{\circ}14'30''$ 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 $89^{\circ}49'35''$ East 125.0 feet; thence South $0^{\circ}14'30''$ West 30.0 feet; thence North $89^{\circ}49'35''$ West 125.0 feet; thence North $0^{\circ}14'30''$ 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 $0^{\circ}14'30''$ West 185 feet; thence South $89^{\circ}49'35''$ East 185 feet to the West line of 900 East Street; thence North $0^{\circ}14'30''$ 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.

BK6353Pg1325

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°53' West along the Center line of 9000 South Street 1868.81 feet and North 0°07' West 73.00 feet from an existing monument in the intersection of 9000 South and State Street, said point being also North 162.00 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°07' West 214.50 feet; thence South 89°53' West 444 feet, more or less, to the Easterly line of 240 West Street. the location of the right of way may be changed upon mutual agreement among the owners of adjoining property to which it is appurtenant.

BK6353PG1326

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.

BR 6353 PG 1327

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 50 feet; thence West 254 feet; thence South 50 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. 229, which point is South $0^{\circ}02'16''$ West 50.00 feet and South $89^{\circ}41'$ West 69.00 feet from a Salt Lake City Monument, said monument being North $33^{\circ}25'29''$ East 3.60 feet from the Northeast corner of the Northwest quarter of said Section 22 and running thence from said point of beginning South $2^{\circ}13'$ East along said Westerly right of way line of Utah State Highway F. A. Project No. 229 a distance of 160.00 feet; thence South $89^{\circ}41'$ West 160.00 feet; thence North $2^{\circ}13'$ West 160.00 feet to said Southerly right of way line of Utah State F. A. Project No. 218; thence North $89^{\circ}41'$ East 160.00 feet to the point of BEGINNING.

BK6353Pg1329

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.

BK 6353 Pg 1330

Location Code: S

Lessee: Titus Foods, Inc.

Lessor: Dee'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 150 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.

BK6353PG1331

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 $89^{\circ}45'30''$ West 225.36 feet along the North line of a street; thence North $0^{\circ}07'$ East 132.0 feet parallel to the West line of 200 West Street; thence North $89^{\circ}45'30''$ East 73.0 feet; thence South $0^{\circ}07'$ West 14.0 feet; thence North $89^{\circ}45'30''$ East 152.46 feet to the West line of said 200 West Street; thence South $0^{\circ}07'$ West 118.0 feet along said street to the point of BEGINNING.

BK 6353Pg 1332

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 $89^{\circ}52'$ West 246.02 feet along the center line of said Highway and North $0^{\circ}08'$ East 53.0 feet from a monument at the center line intersection of said Highway and of Highway 91; and running thence South $89^{\circ}52'$ East 219.95 feet along the North line of said Highway to the West line of Highway 91; thence North $31^{\circ}12'33''$ East 261.13 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 $89^{\circ}52'16''$ 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 $26^{\circ}53'33''$ East of the point of beginning; thence North $26^{\circ}53'33''$ East 61.2 feet; thence South $89^{\circ}29'50''$ 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 $26^{\circ}53'33''$ West 68.74 feet to the point of BEGINNING.

BK 6353 PG 1333

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 $89^{\circ}10'55''$ 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 $0^{\circ}49'$ East 33.0 feet and North $89^{\circ}10'55''$ West 302.43 feet along said street from the South Quarter corner of Section 21, Township 4 North, Range 1 West, Salt Lake Meridian, in the City of Layton, and running thence South $89^{\circ}10'55''$ East 165 feet along said street; thence North $0^{\circ}49'$ East 175.45 feet; thence North $89^{\circ}25'24''$ West 165 feet; thence South $0^{\circ}49'$ West 175.45 feet to the point of BEGINNING.

BK 6353 Pg 1334

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.

BK6353Pg1335

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.

BK 6353 PG 1336

CONSENT OF SUBORDINATE MORTGAGEE

TERRATRON MIDWEST, INC., a Wisconsin corporation, formerly known as Terratron, Inc., the holder of the following mortgages ("Subordinate Mortgages"):

1. 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, Salt Lake County, Utah;
2. 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 corporation, 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, Davis County, Utah; and
3. Indenture of Mortgage, Deed of Trust, Security Agreement and Fixture Financing Statement 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 13, 1987 as Entry No. 505130 in Book 411 at Page 109 of Official Records, Cache County, Utah by Titus Foods, Inc., as Borrower, and Terratron, Inc., a Wisconsin corporation, as Lender;

consents to the foregoing Mortgage Modification Agreement to which this Consent of Subordinate Mortgagee is attached and agrees that the Subordinate Mortgages shall be second and subordinate to the Mortgage referred to therein, as modified by the foregoing Mortgage Modification Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Consent of Subordinate Mortgagee as of the 14th day of August, 1991.

TERRATRON MIDWEST, INC., a Wisconsin corporation, formerly known as Terratron, Inc.

By [Signature]

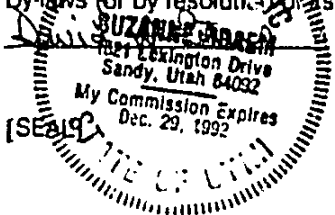
Its President

By [Signature]

Its Secretary

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

On the 20th day of August, 1991, personally appeared before me Kevin K. Cushing and David W. Peters, who, being by me duly sworn did say that they are the President and Secretary, respectively, of Terratron Midwest, Inc., a Wisconsin corporation, and that said instrument was signed in behalf of said corporation by authority of its by-laws or by resolution of its board of directors, as the case may be), and said Kevin K. Cushing and David W. Peters acknowledged to me that said corporation executed the same.



[Signature]
Notary Public

BK 6353 PG 1337