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Recording requested by
and when recorded mail to:

O'MELVENY & MYERS
400 South Hope Street
Los Angeles, California 90071-2899
Attn: Lori Cohen
(149,000-002)

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JAMES ASHBAUER, DAVIS CNTY RECORDER
1997 APR 1 3:06 PM FEE 49.00 DEP NT
REC'D FOR FIRST AMERICAN TITLE CO OF UTA

**AMENDMENT TO DEED OF TRUST,
ASSIGNMENT OF RENTS, SECURITY AGREEMENT
AND FIXTURE FILING**

THIS AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Amendment"), dated, for reference purposes only, as of March 27, 1997, is executed by SMITH'S FOOD & DRUG CENTERS, INC., a Delaware corporation ("Trustor"), which Trustor has its principal place of business at 1550 S. Redwood Road, Salt Lake City, UT 84104; Attention: General Counsel, and THE CHASE MANHATTAN BANK, whose address is 270 Park Avenue, New York, New York 10017, Attention: Ellen Gertzog, as Agent for and representative of (in such capacity herein called "Beneficiary") the Lenders and the Interest Rate Exchangers as defined in the amended and restated Credit Agreement of even date herewith (the "Amended and Restated Credit Agreement"). Terms defined in the Deed of Trust and not otherwise defined in this Amendment have the meaning given to them in the Deed of Trust.

PRELIMINARY STATEMENTS

A. Trustor heretofore executed and delivered that certain Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated as of May 23, 1996, which granted right, title and interest to the real property described on Exhibit A attached hereto and all leasehold estates described on Exhibit B attached hereto (which property descriptions are incorporated herein by this reference), and which Deed of Trust is more particularly described on Exhibit C attached hereto and incorporated herein by this reference, to Bankers Trust Company, a New York banking corporation, as Beneficiary (said instrument being referred to herein as the "Deed of Trust"), for the purpose of securing payment and performance of the Secured Credit Documents.

B. Beneficiary and the Lenders named in the Credit Agreement have agreed to amend and restate the Credit Agreement pursuant to the terms in the Amended and Restated Credit Agreement.

C. Trustor and Beneficiary wish to amend the Deed of Trust in order to reflect the Amended and Restated Credit Agreement by and among the Trustor, as

borrower; the Lenders listed therein, as lenders; The Chase Manhattan Bank, as agent, and Bankers Trust Company, as syndication agent.

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NOW, THEREFORE, FOR GOOD AND VALUABLE

CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Trustor and Beneficiary agree to amend the Deed of Trust as follows, effective as of the date first set forth above:

1. **Substitution of Agent.** The Deed of Trust is hereby amended to reflect that The Chase Manhattan Bank is substituted for Bankers Trust Company as Agent for the Lenders pursuant to the Amended and Restated Credit Agreement. Hereafter, all references to the "Beneficiary" under the Deed of Trust shall refer to The Chase Manhattan Bank.

2. **Amendment of Secured Obligations.** The Deed of Trust is hereby amended to reflect that it secures the obligations and liabilities of Trustor arising out of the Secured Obligations as amended and set forth in the Amended and Restated Credit Agreement and the other Loan Documents defined therein. Hereafter, all references to the "Credit Agreement" in the Deed of Trust shall refer to the Amended and Restated Credit Agreement.

3. **Confirmation and Ratification of Lien.** Trustor and Beneficiary hereby ratify and confirm the Deed of Trust, as amended hereby, and confirm that the Deed of Trust is and remains in full force and effect.

4. **Amendment to Section 2.09.** Section 2.09(b) is amended to read as follows:

As long as no Event of Default has occurred and is then continuing or would be caused thereby, in the event Trustor sells or transfers for value any portion of the Trust Estate as permitted under Section 7.7 of the Credit Agreement or is otherwise entitled to effect the release of the lien of this Deed of Trust from any portion of the Trust Estate pursuant to Section 6.11 of the Credit Agreement, Beneficiary, upon Trustor's written request and at Trustor's expense, shall request the Trustee to reconvey the portion of the Trust Estate that is the subject of such asset sale or that may otherwise be released concurrently with the consummation of such asset sale or at such other time as Trustor and Beneficiary shall agree.

5. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute a fully executed agreement which may be recorded. Any signature page of this Amendment may be detached from any counterpart without impairing the legal effect of any signature thereon, and may be attached to another counterpart identical in form thereto but having attached to it one or more additional signature pages.

State of California)
County of Los Angeles) SS

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On March 26, 1997, before me, Diana Green, personally appeared Michael C. Frei, ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature *Diana Green* (Seal)

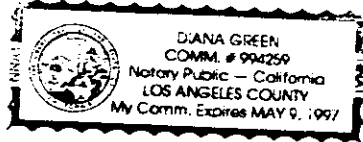


EXHIBIT A
(Fee Land)

Smith's Store 135
Davis County, UT

LEGAL DESCRIPTION

PARCEL NO 1:

Beginning on the Westerly line of Foxglove Road at a point South 89°45'50" West 1164.04 feet along the Section line from the South quarter corner of Section 12, Township 3 North, Range 1 West, Salt Lake Meridian, in the city of Farmington and running thence South 21° East 115.86 feet along the Westerly line of said road; thence Southeasterly 46.21 feet along the arc of a 330.96 foot radius curve to the right along said road (chord bears South 17° East 46.17 feet); thence South 69° West 60 feet; thence North 21° West 222.30 feet; thence South 69° West 471.94 feet, more or less, to the Northeasterly line of State Highway 89; thence North 21°26'40" West 325.0 feet along said Highway line; thence North 59° East 368.0 feet; thence North 21° West 80.0 feet; thence North 69° East 15.0 feet; thence North 21° West 70.0 feet; thence North 69° East 120.37 feet to a fence line and a point South 89°54'32" West from the intersection of two fence lines 484.0 feet North and 811.34 feet West of a brass cap marking the South Quarter corner of said Section 12; thence North 89°54'32" East 36.73 feet along said fence line; thence South 21° East 522.26 feet along the Westerly line of a proposed road and the Westerly line of said Foxglove Road to the point of beginning. 08-051-0069 ✓

533137341142

PARCEL NO. 2:

Beginning at a point on the Easterly line of U.S. Highway 89 and the Northerly line of Shepard Lane, said point also begin South 340.08 feet and West 1606.77 feet from the South Quarter corner of Section 12, Township 2 North, Range 1 West, Salt Lake Base and Meridian (basis of bearing being South 89°45'50" West between said South Quarter corner and the Southwest corner of said Section 12) and running thence: North 21°26'40" West 214.73 feet along the East line of U.S. Highway 89, thence North 69°00'00" East 181.21 feet along the South line of the Smith's parcel; thence South 21°00'00" East 292.80 feet along the West line of the proposed Boyer parcel; thence North 87°29'51" West 195.78 feet along the North line of Shepard Lane to the point of beginning. 08-051-0074 ✓

23132215

PARCEL NO. 3:

A part of the Southwest Quarter of Section 12 and the Northwest Quarter of Section 13, Township 3 North, Range 1 West, Salt Lake Base and Meridian in the City of Farmington, Utah:

08-051-0082

EXHIBIT A
(Fee Land)

Smith's Store 135
Davis County, UT

LEGAL DESCRIPTION CONTINUED

Beginning at a point South 89°45'50" West 1164.04 feet along the Section line and North 21°00' West 60.38 feet along the Westerly line of Foxglove Road and South 69°00' West 63.22 feet from the South Quarter corner of said Section 12; and running thence South 21°00' East 40.00 feet; thence South 69°00' West 10.00 feet; thence North 21°00' West 40.00 feet; thence North 69°00' East 10.00 feet to the point of beginning.

08-051-0082

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The above described property also known by the street address of:
1316 North Highway 89, Farmington, Utah 84025.

PARCEL NO. 4:

A non-exclusive easement for 50.00 foot access opening ingress and egress as defined in that certain Grant of Access Opening, recorded March 16, 1987, Instrument No. 776691, Book 1151, Page 4 of Official Records of Davis County, State of Utah.

~~08-051-0082~~

EXHIBIT A
(Fee Land)

Smith's Store 140
Davis County, UT

LEGAL DESCRIPTION

PARCEL NO. 1:

A part of the Southeast Quarter of Section 23, Township 5 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey:

BEGINNING at a point on the North line of 2300 North Street (as widened to 33 feet half width) being 218.00 feet West (South 89 Deg. 53'57" West) along the Section line and 33 feet North (North 0 Deg. 03'47" East) from the Southeast corner of said Quarter Section, and running thence West (South 89 Deg. 53'57" West) 610.80 feet; thence North (North 0 Deg. 03'47" East) 108.00 feet; thence West (South 89 Deg. 53'57" West) 86.10 feet; thence North (North 0 Deg. 03'47" East) 364.71 feet to the South line of 2400 North Street; thence East (North 89 Deg. 52'51" East) 729.90 feet to the South line; thence South 0 Deg. 03'47" West 99.94 feet; thence East (North 89 Deg. 53'57" East) 135.00 feet to the West line of the State Highway; thence South (South 0 Deg. 53'47" West) 206.50 feet along said State Highway; thence West (South 89 Deg. 53'57" West) 168.00 feet; thence South (South 0 Deg. 03'47" West) 166.30 feet to the point of beginning.

13-069-0035, 0037, 0039, 0040, 0044
13-069-0049, 0054

PARCEL NO. 2:

Beginning West 50 feet and North 406.00 feet from the Southeast corner of Section 23, Township 5 North, Range 2 West, Salt Lake Meridian, running thence West 135 feet; thence North 100 feet; thence East 135 feet; thence South 100 feet to the point of beginning.

13-069-0050

The above described property also known by the street address of:
2353 North Main, Street, Sunset, Utah 84015.

EXHIBIT A
(Fee Land)

Smith's Store 149
Davis County, UT

LEGAL DESCRIPTION

A part of the Northwest Quarter of Section 27 and the Southwest Quarter of Section 22, Township 4 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

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BEGINNING at the Intersection of the South line of Gentile Street and the East line of Fairfield Road, said point being South 89°30'20" East 1460.13 feet along the Section line and North 21°47'40" West 554.43 feet along said East line of Fairfield Road from the Northwest Corner of said Section 27; and running thence Northeasterly 214.88 feet along the arc of a 922.37 foot radius curve to the right (center bears South 15°49'52" East and long chord bears North 80°50'34" East 214.39 feet) along the South line of Gentile Street; thence North 87°31'00" East 61.39 feet along said South line of Gentile Street; thence Northeasterly 110.53 feet along the arc of a 987.94 foot radius curve to the left (center bears North 2°29'00" West and long chord bears North 84°18'42" East 110.47 feet) along said South line of Gentile Street to the West line of Adamswood Road; thence South 42°02'00" East 401.97 feet along said West line of Adamswood Road; thence South 55°03'00" East 67.77 feet along said West line of Adamswood Road; thence South 6°51'00" East 240.64 feet; thence South 68°17'04" West 513.40 feet to the East line of Fairfield Road; thence North 21°47'40" West 752.85 feet along said East line of Fairfield Road to the point of beginning. 11-003-0102, 0002.

LESS AND EXCEPTING that portion deeded to Layton City in that certain Quit-Claim Deed recorded March 17, 1988 as Entry No. 818966 in Book 1223 at Page 903 described as follows:

A part of the Southwest Quarter of Section 22, Township 4 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

BEGINNING at the intersection of the South line of Gentile Street and the East line of Fairfield Road; running thence Northeasterly 20.00 feet along the arc of a 922.37 foot radius curve to the right along said South line of Gentile Street; thence South 17°55'50" West 29.52 feet to a point 1 foot perpendicularly distant East of the East line of said Fairfield Road; thence South 21°47'40" East 215.00 feet parallel to the East line of Fairfield Road; thence South 68°21'20" West 1.00 feet to the East line of Fairfield Road; thence North 21°47'40" West 240.00 feet along said East line of the point of beginning.

The above described property also known by the street address of:
1170 East Gentile Street, Layton, Utah 84040 11-003-0102 pt.
~~11-003-0002~~

EXHIBIT A
(Fee Land)Smith's Store 1309
Davis County, UTLEGAL DESCRIPTIONPARCEL NO. 1:

A part of the Southwest Quarter of Section 20 and the Southeast Quarter of Section 19, Township 4 North, Range 12 West, Salt Lake Meridian: Beginning at a point which is 425.13 feet North 89°54'40" East along the Quarter section line and 35.00 feet South 0°13'10" West from the West Quarter corner of said Section 20; running thence South 0°13'10" West 494.27 feet; thence Westerly along the arc of 258.24 foot radius curve to the left 196.33 feet (Long chord bears North 21°33'38" West 191.64 feet) thence North 43°20'26" West 433.75 feet; thence North 89°54'40" East 370.02 feet to the point of beginning. 10-069-0053 ✓

PARCEL NO. 2:

Beginning on the East line of a 66 foot street at a point North 89°54'40" East 424.5 feet along the Quarter Section line and South 0°11'20" West 35 feet parallel to the West line from the Northwest corner of the said Southwest Quarter of Section 20, Township 4 North, Range 1 West; Salt Lake Meridian: Thence South 0°11'20" West 518.08 feet; thence North 89°54'40" East 663.0 feet; thence North 0°11'20" East 518.08 feet; thence South 89°54'40" West 663 feet to point of beginning. 10-069-0050 ✓

PARCEL NO. 3:

Beginning at the Northeast corner of property conveyed in Book 479 at Page 67 at a point 35 feet South along Section line and 1087.5 feet East from the Northwest corner of the Southwest Quarter of Section 20, Township 4 North, Range 1 West, Salt Lake Meridian; thence East 80.513 feet; thence North 89°54'40" East 189.10 feet; thence South 0°05'20" East 518.07 feet, more or less, thence South 89°54'40" West 271.71 feet; thence North 0°11'20" East 518.08 feet, more or less, to the point of beginning. 10-069-0051 ✓

Smith's Store 1309
Davis County, UTLEGAL DESCRIPTION CONTINUEDPARCEL NO. 4:

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A part of the Southwest Quarter of Section 20, Township 4 North, Range 1 West, Salt Lake Meridian: Beginning at a point on the East line of 1100 West Street, which is 425.13 feet North 89°54'40" East along the Quarter Section line and 793.08 feet South 0°13'10" West from the Northwest corner of said Southwest Quarter of Section 20, running thence North 0°13'10" East 240 feet along said East line of 1100 West Street; thence North 89°54'40" East 934.71 feet; thence North 0°05'20" West 518.07 feet along the East line of an existing building wall and line extended; thence North 89°54'40" East 151.71 feet; thence South 75°58'40" East 113.52 feet; thence South 76°19'40" East 302.82 feet; thence South 49°35'45" East 95.77 feet; thence South 0°11'20" West 596.14 feet; thence South 89°54'40" West 1561.88 feet to the point of beginning.

10-069-049-

PARCEL NO. 5:

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A part of the Southwest Quarter of Section 20, Township 4 North, Range 1 West, Salt Lake Meridian: Beginning at a point which is North 89°53'10" East 833.58 feet and North 0°11'20" East 1330.83 feet from the Southwest corner of the Southwest Quarter of said Section 20, running thence South 89°54'40" West 409.15 feet to the line of 1100 West Street; thence North 0°13'10" East 519.72 feet to the Southwest corner of property owned by Layton City Corp (10-069-0020), said point being North 89°43' East 424.5 feet and South 0°11'20" West 793.08 feet from the Northwest corner of the Southwest Quarter of said Section 20; thence North 89°54'40" East 1561.88 feet along the South line of the Layton City Corp property; thence South 0°11'20" West 512.89 feet; thence South 89°53'10" West 70.62 feet; thence South 89°33'05" West 1082.44 feet to the point of beginning.

10-069-0047 ✓

PARCEL NO. 6:

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Beginning at a point which is North 89°53'10" East 833.58 feet and North 0°11'20" East 888.25 feet from the Southwest corner of Section 20, Township 4 North, Range 1 West, Salt Lake Meridian; and running thence North 0°11'20" East 442.58 feet; thence North 89°33'05" East 1082.44 feet; thence South 0°11'20" West 400.63 feet to the Northeast corner of Simon's Subdivision thence North 89°46'50" West 297.0 feet along the North boundary line of said subdivision of the Northwest corner of said subdivision; thence South 0°13'10" West 50.00 feet; thence South 89°53'10" West 785.37 feet to the point of beginning.

10-069-0057 ✓

Smith's Store 1309
Davis County, UT

LEGAL DESCRIPTION CONTINUED

PARCEL NO. 7:

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Beginning at the Southwest corner of the Northwest Quarter of Section 20, Township 4 North, Range 1 West, Salt Lake Meridian: Running East 79.00 feet; thence North 0°05'20" West 105.50 feet; thence North 89°54'40" East 141.00 feet; thence South 0°05'20" West 105.50 feet; thence East 1,100.00 feet; thence North 0°09'49" East 366.47 feet to the West right-of-way line of the Union Pacific Railroad; thence North 49°31' West to the South line of Hill Field Road; thence South 40°29' West 80.99 feet; thence along the arc of a 607.639 foot radius curve to the right for a distance of 239.199 feet to a point of a 150.00 radius curve to the left; thence along the across of said curve for a distance of 164.479 feet; thence North 0°11'20" East to the North line of the Southwest Quarter of the Northwest Quarter; thence West 33.00 feet to the Section line; thence South 20 chains, more or less, to the point of beginning. 10-067-0071

EXCEPTING THEREFROM any portion lying within Davis County Road.

PARCEL NO. 8:

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Beginning at the Southwest corner of the Southeast Quarter of the Northwest Quarter of Section 20, Township 4 North, Range 1 West, Salt Lake Meridian, thence North 372.3 feet, more or less, to the West right-of-way line of the Oregon Short Line Railroad; thence Southeasterly along said West right-of-way 573.1 feet, more or less, to the Southerly line of the Northwest Quarter of Section 20, Township 4 North, Range 1 West, thence West along North right-of-way line of a Spur Track of said Railroad 437 feet, more or less, to point of beginning. 10-067-0022

PARCEL NO. 9:

A part of the Northwest Quarter of Section 20, Township 4 North, Range 1 West, Salt Lake Meridian: Beginning at a point which is North 89°54'40" East 79.00 feet from the Northwest Quarter corner of said Section 20 and running thence North 0°05'20" West 105.50 feet; thence North 89°54'40" East 141.00 feet; thence South 0°05'20" West 105.50 feet; thence South 89°54'40" West 141.00 feet to the point of beginning. Together with a description for ingress and egress. 10-067-0062

Smith's Store 1309
Davis County, UT

LEGAL DESCRIPTION CONTINUED

Together with an Easement for Ingress and Egress described as follows:
Beginning at a point which is South 0°05'20" East 12.00 feet from the Northwest corner of the above described parcel and running thence South 89°54'40" West 46 feet, more or less, to the East line of 1100 West Street; thence South 0°11'20" West 93.50 feet along said East line to the Quarter Section line; thence North 89°54'40" East 46 feet, more or less, to the Southwest Corner of said Parcel; thence North 0°05'20" West 93.50 feet to the point of beginning.

The above described property also known by the street address of:
282 West Golden Avenue and 500 North Sugar Street, Layton, Utah 84040.

EXHIBIT B

None

**THIS PAGE WAS BLANK
OR NOT FILLED IN AT
TIME OF RECORDING
JAMES ASHAUER
Davis County Recorder**

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Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing from Smith's Food & Drug Centers, Inc., a Delaware corporation, as trustor, in favor of Bankers Trust Company, a New York banking corporation, as Agent, as beneficiary, recorded in the Official Records of Davis County, Utah on May 24, 1996 as Instrument No. 1251285, in Book 2005, Page 806.