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ASSIGNMENT OF LEASES, RENTS  
AND SECURITY DEPOSITS

from

Price Financing Partnership, L.P.,  
Assignor

to

Continental Bank, National Association,  
Assignee

Dated as of January 21, 1994

After recording please return to:

Rogers & Wells  
200 Park Avenue  
New York, New York 10166  
Attn: Jeffrey H. Weitzman, Esq.

Prepared and drafted by:  
Jeffrey H. Weitzman, Esq., attorney at law  
Rogers & Wells  
200 Park Avenue  
New York, New York 10166

## ASSIGNMENT OF LEASES, RENTS AND SECURITY DEPOSITS

THIS ASSIGNMENT OF LEASES, RENTS AND SECURITY DEPOSITS (this "Assignment"), dated as of the 21st day of January, 1994, by and from Price Financing Partnership, L.P., a Delaware limited partnership ("Assignor"), having an address at 35 Century Park-Way, Salt Lake City, Utah 84115, and Continental Bank, National Association, a national banking association ("Assignee"), having an address at 231 South LaSalle Street, Chicago, Illinois 60697, as trustee for the benefit of the Noteholders under the Indenture (as such terms are hereinafter defined).

**WHEREAS**, simultaneously herewith, Price Capital Corp., a Delaware corporation ("Issuer"), acting solely as agent for Assignor, has agreed to issue certain Collateralized 6.37% Notes due 2001 (the "Notes") in the aggregate principal amount of \$95,000,000.00, pursuant to an Indenture (the "Indenture") bearing even date herewith between Issuer and Assignee, as trustee; and

**WHEREAS**, as a condition to issuing the Notes, Issuer has required that Assignor enter into this Assignment for the benefit of Assignee, as trustee for the Noteholders (as defined in the Indenture).

**NOW, THEREFORE**, Assignor, in consideration of TEN DOLLARS (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby assign, transfer and set over unto Assignee, subject to the terms hereof, all of the right, title and interest of Assignor in and to all of those certain leases now or hereafter affecting all or a portion of the real property more particularly described on Exhibit A-1(a) through Exhibit A-8 attached hereto (the "Real Property"), together with all rents, income and profits arising from said lease(s), all modifications, renewals and extensions thereof and any guarantees of the lessee's obligations under said lease(s) (each of said lease(s) and all such guarantees, modifications, renewals and extensions relating thereto being individually referred to as the "Leases"); and, further, together with all Rents generated with respect to the Real Property and from all future leases relating to portions of the Real Property.

**THIS ASSIGNMENT** is an absolute, present and irrevocable assignment and is made for the purpose of securing:

**A.** The payment of all sums and indebtedness now or hereafter due and payable under the Notes, which Notes are also secured by a certain Deed of Trust, Mortgage, Security Agreement and Assignment of Leases and Rents of even date herewith, by and among Assignor, Assignee and certain Trustees named therein (as the same may hereafter be extended, modified or amended, the "Mortgage") (all capitalized terms not otherwise defined herein shall have the meaning specified therefor in the Mortgage).

**B.** Payment of all sums with interest thereon becoming due and payable to Assignee under this Assignment, the Mortgage, the Indenture or the other Loan Documents.

**C.** The performance and discharge of each and every obligation, covenant, representation, warranty and agreement of Assignor contained herein and in the Notes, the Mortgage, the Indenture, and any other Loan Document.

assign4.pri [trp.dc]

**ASSIGNOR** hereby covenants and warrants to Assignee that, except for assignments or instruments securing debt(s) that will be satisfied and/or released prior to the effective date of this Assignment, Assignor has not executed any prior assignment of the Leases or the Rents, nor has Assignor performed any act or executed any other instrument which might prevent Assignee from operating under any of the terms and conditions of this Assignment or which would limit Assignee in such operation; and Assignor further covenants and warrants to Assignee that Assignor has not executed or granted any modification whatsoever of any existing Lease which in the aggregate might have a material adverse effect on the value of any Individual Property, and that all Material Leases are in full force and effect and Assignor has neither given to nor received any written notice of default from any Tenant (which individually or in the aggregate might have a material adverse effect on the value of any Individual Property) and to the Assignor's knowledge, no events or circumstances exist which with or without the giving of notice, the passage of time or both may constitute a default under any of the Material Leases which in the aggregate might have a material adverse effect on the value of any Individual Property.

**ASSIGNOR** further covenants with Assignee (1) to observe and perform in all material respects all the obligations imposed upon the lessor under the Leases and not to do or permit to be done anything to materially impair the security thereof; (2) not to collect any of the Rents (exclusive of security deposits) more than thirty (30) days in advance of the time when the same shall become due, not to execute any other assignment of lessor's interest in the Leases or assignment of rents arising or accruing from the Leases or otherwise with respect to the Real Property; none of the foregoing shall be done or suffered to be done without in each instance obtaining the prior written consent of Assignee (except to the extent such consent is not required pursuant to the terms of the Mortgage), and any of such acts done without the prior written consent of Assignee shall be null and void; (3) to assign and transfer to Assignee, at the request of Assignee, any and all subsequent leases demising all or any part of the Real Property; and (4) to execute and deliver, at the request of Assignee, all such further assurances and assignments with respect to the Leases as Assignee shall from time to time reasonably require to implement the terms of this Assignment; provided, however, that no such further assurances and assignments shall increase Assignee's obligations under this Assignment.

**THIS ASSIGNMENT** is made on the following terms, covenants and conditions:

1. Prior to the occurrence and continuance of an Event of Default, Assignor shall have the right to collect, in accordance with the terms hereof, all Rents and to retain, use and enjoy the same.

2. At any time after the occurrence and continuance of an Event of Default, Assignee, without in any way waiving such Event of Default, at its option, upon notice and without regard to the adequacy of the security for the said principal sum, interest and indebtedness secured hereby and by the Mortgage, either in person or by agent, upon bringing any action or proceeding, or by a receiver appointed by a court, may take possession of the premises described in the Leases and/or the Mortgage and have, hold, manage, lease and operate the same on such terms and for such period of time as Assignee may deem proper. Assignee, either with or without taking possession of said premises in its own name, may demand, sue for, endorse checks made payable to Assignee on behalf of Assignee or otherwise collect and receive all Rents, including any Rents past due and unpaid, and to apply such Rents to the payment of: (a) all expenses of managing the Individual Property in which such premises are located, including, without limitation, the reasonable salaries, fees and wages of any managing agent and such other employees as Assignee may reasonably deem necessary, and all expenses of operating and

maintaining such Individual Property, including, without limitation, all taxes, charges, claims, assessments, water rents, sewer rents and any other liens, and premiums for all insurance which are due and payable and the costs of all alterations, renovations, repairs or replacements, and all reasonable expenses incident to taking and retaining possession of the premises; and (b) the principal sum, interest and indebtedness secured hereby and by the Mortgage, together with all reasonable costs and reasonable attorneys' fees, actually incurred in such order of priority as Assignee may elect in its sole discretion. The exercises by Assignee of the option granted it in this Paragraph 2 and the collection of the Rents and the application thereof as herein provided shall not be considered a waiver of any Event of Default under the Notes, the Mortgage or under the Leases or this Assignment. Assignor agrees that the exercise by Assignee of one or more of its rights or remedies hereunder shall in no way be deemed or construed to make Assignee a mortgagee in possession unless and until such time as Assignee takes actual possession of any Individual Property.

3. Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to let the premises or any portion thereof after the occurrence and during the continuance of an Event of Default with respect to Assignor or any Individual Property or from any other act or omission of Assignee either in collecting the Rents or, if Assignee shall have taken possession of the premises described in the Leases and/or the Mortgage, in managing such premises after any such Event of Default unless such loss is caused by the negligence or willful misconduct of Assignee. Assignee shall not be obligated to perform or discharge, nor does Assignee hereby undertake to perform or discharge, any obligation, duty or liability under any Lease or under or by reason of this Assignment, and Assignor shall, and does hereby agree to, indemnify Assignee for, and to hold Assignee harmless prior to the time that Assignee becomes a mortgagee in possession of any Property following an Event of Default from, any and all liability, loss or damage which may or might be incurred under said Leases or under or by reason of this Assignment and the exercise of its remedies hereunder and under the other Loan Documents and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said Leases. Should Assignee incur any such liability under said Leases or under or by reason of this Assignment or in defense of any such claims or demands, the amount thereof, including reasonable costs and expenses and reasonably attorneys' fees actually incurred, shall be secured hereby, and Assignor shall reimburse Assignee therefor immediately upon demand, and upon the failure of Assignor so to do Assignee may, at its option, exercise Assignee's remedies under the Mortgage as the same relates to any such Individual Property. It is further understood that unless and until Assignee shall become a mortgagee in possession or the fee owner of the Real Property or otherwise takes possession or control of any Individual Property following an Event of Default, this Assignment shall not operate to place responsibility for the control, care, management or repair of said premises upon Assignee, nor for the carrying out of any of the terms and conditions of any Lease; nor shall it operate to make Assignee responsible or liable for any waste committed on the Real Property by the tenants or by other parties, or for any dangerous or defective condition of the premises, or for any negligence in the management, upkeep, repair or control of said premises resulting in loss or injury or death to any tenant, licensee, employee or stranger.

4. Upon payment in full of the principal sum, interest and indebtedness secured hereby and by the Mortgage, this Assignment shall become and be void and of no effect, but the affidavit, certificate, letter or statement of any officer, agent or attorney of Assignee showing any part of said principal, interest or indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity,

effectiveness and continuing force of this Assignment, and any person may, and is hereby authorized to, rely thereon. Assignor hereby authorizes and directs the lessees named in the Leases or any other future lessee or occupant of the premises described therein or in the Mortgage, upon receipt from Assignee of written notice to the effect that Assignee is then the holder of the Mortgage and that an Event of Default exists thereunder or under any other Loan Document, to pay over to Assignee all Rents and to continue so to do until otherwise notified by Assignee. Notwithstanding anything to the contrary contained herein, to the extent all or a portion of any Individual Property is released from the lien of the Mortgage pursuant to the terms thereof, Leases covering such portion of the applicable Individual Property shall be released from this Assignment, and Assignee shall execute and deliver to the owner of the applicable Individual Property a written release hereof in recordable form.

5. Assignee may take or release other security for the payment of said principal sum, interest and indebtedness, may release any party primarily or secondarily liable therefor and may apply any other security held by it to the satisfaction of such principal sum, interest or indebtedness without prejudice to any of its rights under this Assignment.

6. Assignor agrees that it will, after an Event of Default and the acceleration of indebtedness evidenced by the Notes, at the request therefor by Assignee, deliver to Assignee certified copies of each and every Lease then affecting all or any part of the Real Property, together with assignments thereof. Such assignments shall be on forms approved by Assignee, and Assignor agrees to pay all costs reasonably incurred in connection with the examination of said Leases and the preparation, execution and recording of such assignments or any other related documents, including, without limitation, reasonable fees of Assignee's local counsel.

7. The term "Lease" as used herein shall include any lease executed after the date hereof and during the term of this Assignment.

8. Wherever used herein, the singular (including, without limitation, the term "Lease") shall include the plural, and the use of any gender shall apply to all genders.

9. Nothing contained in this Assignment and no act done or omitted by Assignee pursuant to the powers and rights granted it hereunder shall be deemed to be a waiver by Assignee of any of Assignee's rights and remedies under the Notes, the Mortgage or any other Loan Document. This Assignment is made and accepted without prejudice to any of such rights and remedies possessed by Assignee to collect the principal sum, interest and indebtedness secured hereby and to enforce any other security therefor held by it, and said rights and remedies may be exercised by Assignee either prior to, simultaneously with, or subsequent to any action taken by it hereunder.

10. All notices, consents, approvals and requests required or permitted hereunder shall be given in accordance with the terms of Section 26 of the Mortgage.

11. No consent by Assignor shall be required for any assignment or reassignment of the rights of Assignee under this Assignment to any purchaser of the Loan or any interest in or portion of the Loan.

12. Enforcement of this Assignment against any Individual Property shall be governed by the laws of the State in which such Property is located. Whenever possible, each provision of this

Assignment shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Assignment shall be prohibited by, or invalid under, applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remaining provisions of this Assignment.

13. Recourse to the Exculpated Parties with respect to any claim arising under or in connection with this Agreement by Assignee shall be limited to the same extent as is provided in Section 35 of the Mortgage with respect to claims against the Exculpated Parties by Assignee.

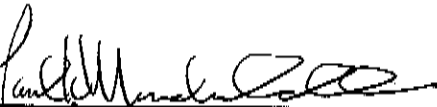
14. In the event that any provisions of this Assignment and the Mortgage conflict, the provisions of the Mortgage shall control.

15. Assignor hereby waives and shall waive trial by jury, to the extent permitted by law, in any action or proceeding brought by, or counterclaim asserted by Assignee which action, proceeding or counterclaim arises out of or is connected with this Assignment, the Notes or any other Loan Document.

IN WITNESS WHEREOF, Assignor has duly executed this Assignment of Leases, Rents and Security Deposits on the date first hereinabove written.

ATTEST:

ASSIGNOR:

By:   
Name: PAUL E. MENDENHALL  
Title: SECRETARY

PRICE FINANCING PARTNERSHIP, L.P.,  
a Delaware limited partnership

By: Price GP Corp., a Delaware  
corporation, General Partner


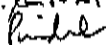
By:   
Name: L. Rox Frazer  
Title: 



Exhibit A-1(b)

The Boise Fee Premises



Exhibit A

NSL No. 2153  
RW# 1  
FATCO No. 289986

DESCRIPTION

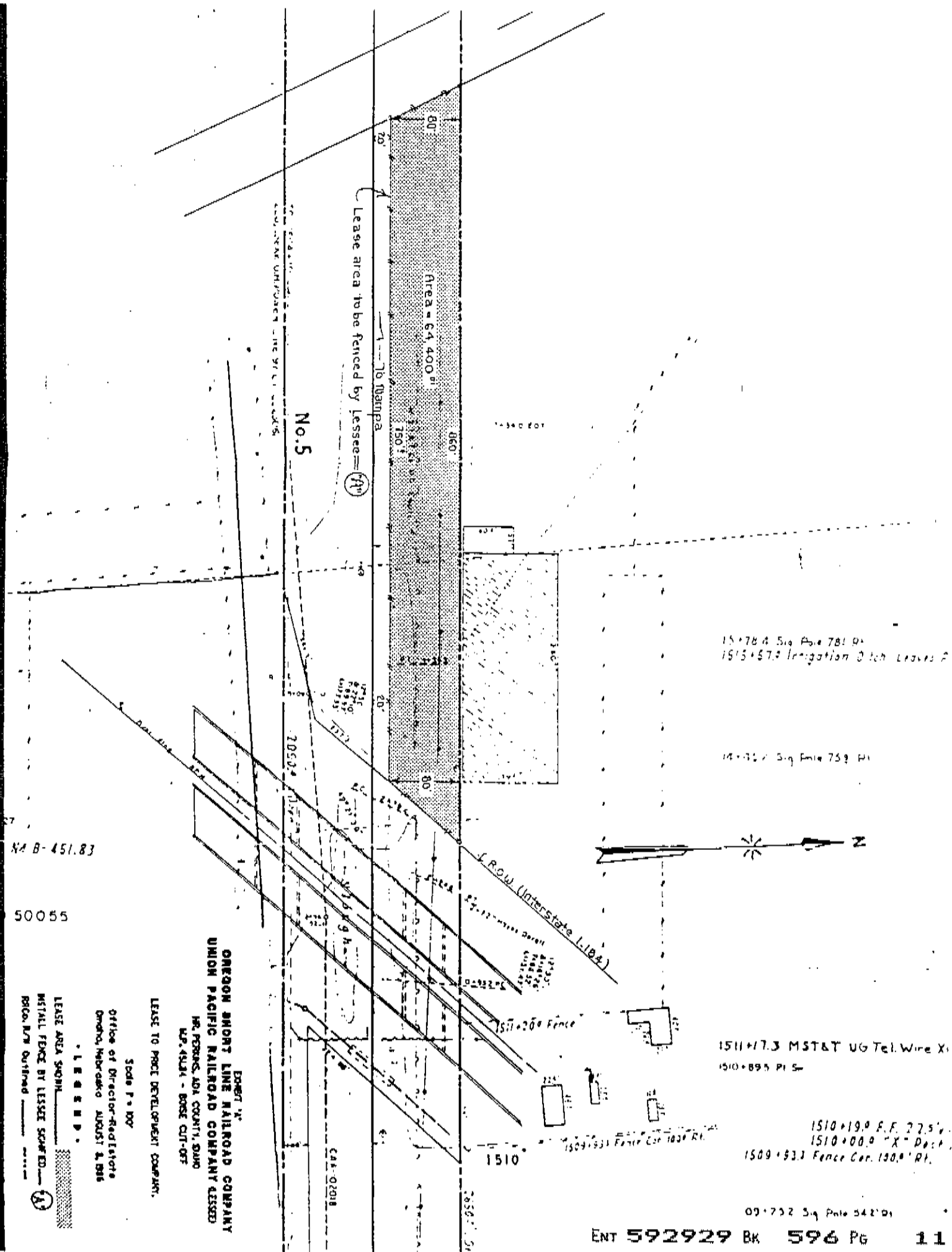
Lot 1, 2, 4, 9, 10, 11, 12, and 13 of TOWNE SQUARE, according to the official plat thereof, filed in Book 57 of Plats at Page 5280 through 5283, Official Records of Ada County, Idaho.

Exhibit A-1(a)

The Boise Leasehold Premises

OWNER: Oregon Short Line Railroad Company

The Premises described in that certain unrecorded Lease dated October 20, 1986, by and between Oregon Short Line Railroad Company and its Lessee, Union Pacific Railroad Company ("Lessor"), and Price Development Company ("Lessee") (as subsequently assigned), as shown on the attached plat.



No. 5

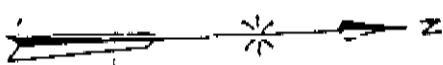
Lease area to be fenced by lessee

Area = 64,400 sq

No. 10

15+78.4 Sig. Pole 781' D  
1515+57.9 Irrigation Ditch Leaves P

14+32.7 Sig. Pole 759' H



1511+7.3 MST&T UG Tel. Wire X  
1510+89.5 Pt S

1510+19.0 F.F. 22.5'  
1510+06.0 "X" Pole  
1509+93.3 Fence Cor. 100' R/L

09+752 Sig. Pole 542' D

NA B-451.83

50055

**EXHIBIT 'A'**  
**OREGON SHORT LINE RAILROAD COMPANY**  
**UNION PACIFIC RAILROAD COMPANY LESSEE**  
BR. FERROS, ADA COUNTY, OREGON  
M.P. 45.341 - BOISE CUT-OFF

LEASE TO PRICE DEVELOPMENT COMPANY.

Scale 1" = 100'

Office of Director-Red Stone  
Omaha, Nebraska AUGUST 2, 1916

LEASER

LEASE AREA SHOWN

INITIAL FENCE BY LESSEE SHOWN

PRICE BY OUTLEND



Exhibit A-2

The Cache Valley Premises

Exhibit A

NSL No. 2154  
RW# 2  
FATCO No. 289987

DESCRIPTION

**PARCEL 1:** A Part of Block 1, Plat "D", **LOGAN FARM SURVEY;**

BEGINNING at a point located South along the East Right-of-Way line of U.S. Highway 91, from the North line of Lot 5, of said Block 1, said point being described in a Warranty Deed, recorded in Book 105 at Page 437, as being located 67.0 feet South of the intersection of the East Right-of-Way line of U.S. Highway 91 and the South Right-of-Way line of 14th North Street, as now established; said point of beginning being in the East Right-of-way line of the U.S. Highway 91 and the South Right-of-Way of 14th North Street, and running thence South  $88^{\circ}24'27''$  East along said South Right-of-Way line of 14th North Street 1242.43 feet; thence South  $1^{\circ}17'35''$  West 122.10 feet; thence South  $88^{\circ}24'27''$  East 124.00 feet to the West Right-of-Way line of Second East Street; thence South  $1^{\circ}17'35''$  West along said West line 1000.66 feet; thence North  $88^{\circ}54'28''$  West 1359.20 feet to the East Right-of-Way line of U.S. Highway 91, thence North  $0^{\circ}55'43''$  East along said East line 1134.69 feet to the point of beginning.

**PARCEL 2:** Beginning at a point South  $0^{\circ}55'43''$  West along the East right of way line of U.S. Highway 91, 1168.69 feet to a fence line and South  $88^{\circ}54'28''$  East along a fence line 348.18 feet from the Northwest Corner of Lot 5, Block 1, Plat "D", **LOGAN FARM SURVEY**, said point of beginning also being South  $0^{\circ}55'43''$  West along said East right of way line 1134.69 feet to a fence line and South  $88^{\circ}54'28''$  East along a fence line 348.18 feet from the intersection of the East right of way line of U.S. Highway 91 and the South line of Fourteenth North Street as now established and running thence South  $88^{\circ}54'28''$  East 1011.02 feet to the West right of way line of Second East Street; thence South  $1^{\circ}17'35''$  West along said West line 506.13 feet; thence North  $88^{\circ}51'47''$  West 1023 feet, more or less to a point of record 281 feet East of the East line of Main Street and to an existing fence; thence North  $10^{\circ}56'12''$  East 284.03 feet by survey (277.4 feet by record); thence South  $88^{\circ}54'28''$  East 21.80 feet; thence North  $0^{\circ}13'36''$  East 225.46 feet to the point of beginning.

**PARCEL 3:** Beginning at a point North  $0^{\circ}49'28''$  West 334.77 feet (North 330 feet by record) from the Southeast Corner of Lot 8, Block 1, Plat "D" of the **LOGAN FARM SURVEY** (said point lying by record at the Southeast Corner of the Price Development Property); and running thence South  $0^{\circ}49'28''$  East along the West line of 200 East Street 165.18 feet (South 165 feet by record); thence South  $88^{\circ}51'47''$  West 673.41 feet (West 660 feet by record) to a fence line; thence North  $0^{\circ}57'17''$  West along said fence line

(CONTINUED)

165.27 feet (North 165 feet by record) to a fence corner and the South line of the North half of said Lot 8; thence North

88°55'40" East along said South line 673.79 feet (East 660 feet by record) to the said West line of 200 East Street and the point of beginning.

EXCEPTING THEREFROM the following described property;

Beginning at a point located South along the East Right-of-way line of U.S. Highway 91, from the North line of Lot 5 of said Block 1, said point being described in a Warranty Deed recorded in Book 105, Page 437 as being located 67.0 feet South of the intersection of the East Right-of-way line of U.S. Highway 91 and the South Right-of-way of 14th North Street as now established, said point of beginning being in the South Right-of-way line of 14th North Street South 88°24'27" East along said South Right-of-way line of 14th North Street 131.44 feet; thence South 88°24'27" East 73.56 feet; thence South 0°55'43" West 167.60 feet; thence North 87°04'00" West 73.60 feet; thence North 0°55'43" East 165.85 feet to the point of beginning.

Exhibit A-3(a)

The Cottonwood Leasehold Premises

Legal Description of the Parcel Demised under the Cottonwood Ground Lease, as more particularly described in Exhibit I-B (see attached).

PARCEL NO. 2:

BEGINNING at the point of Intersection of the Northwesterly line of the Kohler property and a chainlink fence, said point being South  $0^{\circ}02'52''$  East along the section line 1011.19 feet and West 227.09 feet from the Northeast corner of Section 9, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South  $38^{\circ}27'$  East along said chainlink fence and its extension 93.02 feet; thence South  $45^{\circ}15'$  West 203.57 feet; thence North  $22^{\circ}27'30''$  West 1.02 feet; thence South  $45^{\circ}15'$  West 20.64 feet; thence North  $33^{\circ}30'$  West 138.00 feet; thence North  $57^{\circ}12'$  East 211.69 feet to the point of BEGINNING.



Exhibit A-3(b)

The Cottonwood Fee Premises

SCHEDULE A - Continued

DESCRIPTION

PARCEL NO. 1:

BEGINNING on the centerline of the Cottonwood Canal at a point which is South  $0^{\circ}02'52''$  East along the Section line 657.97 feet, North  $89^{\circ}48'$  West along the Murray-Holladay Road Monument Line 632.82 feet and South  $54^{\circ}39'$  East along the centerline of said canal 83.37 feet from the Northeast corner of Section 9, Township 2 South, Range 1 East, Salt Lake Base and Meridian, said point of beginning also being South  $89^{\circ}48'$  East along said monument line 799.87 feet and South  $54^{\circ}39'$  East along the centerline of said canal 83.37 feet from the County Monument at the intersection of Murray-Holladay Road and Highland Drive; and running thence North  $89^{\circ}48'$  West 682.47 feet; thence North  $0^{\circ}12'$  East 15.0 feet; thence North  $89^{\circ}48'$  West 144.42 feet to a point on the Easterly right of way line of Highland Drive; thence South  $1^{\circ}46'10''$  East along said right of way line 42.90 feet; thence North  $88^{\circ}13'50''$  East along said East line 10.0 feet; to a point of a spiral curve which is concentric with and 50.0 feet radially distant Easterly from a 200.0 foot ten-chord spiral for a 4 degree curve to the left; thence Southeasterly along said right of way line and spiral curve 196.50 feet, more or less, to the point of curvature of a 1382.40 foot radius curve the center of which bears North  $84^{\circ}13'50''$  East; thence Southeasterly along said right of way line and the arc of said curve to the left through a central angle of  $30^{\circ}01'30''$ , a distance of 724.43 feet to the point of a spiral curve; thence Southeasterly along said right of way line and the arc of said spiral curve which is concentric with and 50.0 feet radially distant Northeasterly from a 200.0 foot ten-chord spiral for a 4 degree curve 196.50 feet, more or less, to the point of tangency; thence South  $39^{\circ}47'40''$  East along said right of way line 1124.87 feet; thence South  $56^{\circ}10'$  East 151.248 feet; thence North  $0^{\circ}35'40''$  West 40.957 feet to the Northerly right of way line of Arbor Lane (also known as Memory Lane); thence South  $85^{\circ}00'$  East along said right of way line 352.02 feet to the point of tangency with a 214.51 foot radius curve; thence Easterly along said right of way line and the arc of said curve to the left through a central angle of  $36^{\circ}58'30''$ , a distance of 138.43 feet to the center of Big Cottonwood Creek; thence along the center of said Creek North  $51^{\circ}30'$  West 28.31 feet and North  $76^{\circ}00'$  West 141.00 feet; thence North  $44^{\circ}50'$  East 155.00 feet; thence North  $48^{\circ}18'24''$  East 123.45 feet; thence South  $57^{\circ}19'$  East 134.25 feet to a point on the arc of an 811.00 foot radius curve the center of which bears North  $51^{\circ}25'30''$  West; thence Northeasterly along

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SCHEDULE A - Continued

the arc of said curve to the left through a central angle of 4°33'30", a distance of 64.52 feet to a point of compound curve; thence Northerly along the arc of a 215.79 foot radius curve to the left through a central angle of 49°37', a distance of 186.87 feet to a point of a compound curve; thence Northwesterly along the arc of an 1111.28 foot radius curve to the left through a central angle of 18°38', a distance of 361.40 feet; thence North 34°14' West 64.50 feet to the point of tangency with a 137.34 foot radius curve; thence Northerly along the arc of said curve to the right through a central angle of 58°19'35", a distance of 139.81 feet to a point of the Southerly flow line of the aforesaid Cottonwood Canal where the center of said curve bears South 65°54'25" East; thence along said Southerly canal flow line North 58°24'30" West 28.49 feet and North 76°46'10" West 40.50 feet and North 60°58'40" West 7.22 feet; thence North 45°15' East 283.30 feet to the Westerly right of way line of Memory Lane; thence North 44°45' West along said right of way line 515.69 feet; thence South 45°15' West 436.77 feet to the center of said Cottonwood Canal; thence along the center of said canal North 33°38' West 41.37 feet, North 40°52'30" West 63.81 feet; thence North 45°15' East 424.48 feet to said Westerly line of Memory Lane; thence North 44°45' West along said right of way line 148.98 feet; thence South 45°15' West 367.04 feet; thence North 22°27'30" West 1.02 feet to the Southerly line of the Kohler property described by that certain Warranty Deed recorded April 7, 1955 as Entry No. 1420461 in the office of Salt Lake County Recorder; thence South 45°15' West along said Southerly line 20.64 feet; thence North 33°30' West along the Westerly line of said property 138.00 feet; thence North 57°12' East along the Northerly line of said property 211.69 feet to an established fence; thence North 38°27' West along said fence 9.83 feet to a fence corner; thence North 57°03' East along said fence 139.75 feet; thence North 8°36' East 19.19 feet to the West line of Memory Lane; thence North along said West line 39.33 feet; thence South 79°00' West 168.45 feet; thence North 2°59' West 8.93 feet to a fence; thence South 79°00' West along said fence line 179.90 feet; thence North 6°38' West 127.07 feet; thence North 3°30' West 72.00 feet; thence North 22°00' East 42.37 feet to the South line of Murray-Holladay Road; thence North 89°48' West along said South line 127.68 feet; thence South 54°39' East 26.05 feet to the point of BEGINNING.

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PARCEL NO. 3:

BEGINNING at a point which is South  $0^{\circ}02'52''$  East along the Section Line 2,657.17 feet and East 332.67 feet from the Northwest corner of Section 10, Township 2 South, Range 1 East, Salt Lake Base and Meridian, said point being on the boundary line of Cottonwood Mall Shopping Center property and the North right-of-way line of Arbor Lane; and running thence North  $51^{\circ}30'$  West 28.31 feet; thence North  $76^{\circ}00'$  West 141.00 feet; thence North  $44^{\circ}50'$  East 155.00 feet; thence North  $48^{\circ}18'24''$  East 123.45 feet; thence South  $57^{\circ}19'$  East 144.30 feet to a point on a curve to the right and the North right-of-way line of Arbor Lane, the center of said curve bears North  $51^{\circ}29'48''$  West 821.00 feet; thence Southwesterly along the arc of said curve and right-of-way line and through a central angle of  $15^{\circ}05'48''$  a distance of 216.32 feet; thence South  $36^{\circ}24'$  East along said right of way line 8.50 feet to a point on a curve to the right, the center of which bears North  $36^{\circ}24'$  West 214.51 feet; thence Westerly along the arc of said curve and right-of-way line and through a central angle of  $4^{\circ}25'30''$  a distance of 16.57 feet to the point of BEGINNING.

PARCEL NO. 4:

BEGINNING at a point 1290.84 feet South and 265.5 feet East and South  $44^{\circ}45'$  East 315.69 feet from the Northwest corner of Section 10, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South  $44^{\circ}45'$  East 77 feet; thence South  $45^{\circ}15'$  West 282.35 feet; thence North  $66^{\circ}20'$  West 82.4 feet; thence North  $45^{\circ}15'$  East 312.8 feet to the point of BEGINNING.

Form No. 1344-A (1982)  
ALTA Plain Language Commitment

ORDER NO. 289988

LESS AND EXCEPTING THEREFROM the interest conveyed to Salt Lake County by Owners Dedication and Quit Claim recorded December 16, 1952, as Entry No. 1310781, in Book H of Plats at page 1, that portion lying within the boundaries of Memory Lane and Arbor Lane Road.

ALSO EXCEPTING THEREFROM that portion thereof lying West of the center of the Canal Toe Path.

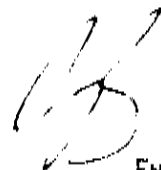


Exhibit A-4

The North Plains Premises

Exhibit A

NSL No. 2161  
RW# 5  
FATCO No. 289990

DESCRIPTION

**PARCEL 1:** ALL OF LOT ONE (1), AMENDED PLAT NORTH PLAINS MALL SUBDIVISION, CITY OF CLOVIS, CURRY COUNTY, NEW MEXICO, ACCORDING TO THE OFFICIAL PLAT RECORDED IN CABINET B AT SLIDES 105 AND 106, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE 1/4 SECTION LINE, SAID POINT BEING IN THE SOUTH RIGHT-OF-WAY LINE OF MARVIN HASS BOULEVARD AND FROM WHENCE THE WEST 1/4 CORNER OF SAID SECTION 5 BEARS S.89°58'W. 240.0 FEET; THENCE N.89°58'00"E. ALONG THE SOUTH RIGHT-OF-WAY OF MARVIN HASS BOULEVARD A DISTANCE OF 767.31 FEET; THENCE ALONG AN ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 265.11 FEET, A CENTRAL ANGLE OF 59°58'06", A DISTANCE OF 277.48 FEET; SAID ARC OF CURVE BEING ALONG THE WESTERLY RIGHT-OF-WAY OF MARVIN HASS BOULEVARD; THENCE S.30°03'54"E. ALONG THE WESTERLY RIGHT-OF-WAY OF MARVIN HASS BOULEVARD A DISTANCE OF 1010.17 FEET; THENCE S.89°57'00"W. ALONG THE NORTH LINE OF A DEDICATED ALLEY A DISTANCE OF 597.24 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF EASTRIDGE DRIVE; THENCE NORTH 84.49 FEET; THENCE N.29°48'08"W. 146.36 FEET; THENCE NORTH 110.08 FEET; THENCE WEST 877.0 FEET; THENCE SOUTH 111.82 FEET; THENCE S.89°58'W. 147.33 FEET; THENCE WEST A DISTANCE OF 12.0 FEET TO A POINT IN THE EAST RIGHT-OF-WAY OF NORTH PRINCE STREET; THENCE N.0°14'24"E. 616.75 FEET ALONG THE EAST RIGHT-OF-WAY OF NORTH PRINCE STREET; THENCE N.89°58'00"E. ALONG A LINE PARALLEL TO THE SOUTH RIGHT-OF-WAY OF MARVIN HASS BOULEVARD A DISTANCE OF 200.0 FEET; THENCE N.0°14'24"E. ALONG A LINE PARALLEL TO THE EAST RIGHT-OF-WAY OF NORTH PRINCE STREET A DISTANCE OF 180.0 FEET TO THE POINT OF BEGINNING.

**PARCEL 2:** TOGETHER WITH EASEMENTS AND RIGHTS, AS THOSE RIGHTS ARE DEFINED IN THAT CERTAIN RECIPROCAL EASEMENT AND OPERATING AGREEMENT BETWEEN NORTH PLAINS DEVELOPMENT COMPANY, A UTAH LIMITED PARTNERSHIP AND WAL-MART STORES, INC. AND WAL-MART PROPERTIES, INC., EACH A DELAWARE CORPORATION, RECORDED IN BOOK 95 AT PAGE 550, MISCELLANEOUS RECORDS, CURRY COUNTY, NEW MEXICO. FIRST AMENDMENT RECORDED IN BOOK 96 AT PAGE 649, MISCELLANEOUS RECORDS, CURRY COUNTY, NEW MEXICO. SECOND AMENDMENT RECORDED IN BOOK 118 AT PAGE 123, AND CONSENT, SUBORDINATION AND JOINDER, IN BOOK 118 AT PAGE 128 ALL OF THE MISCELLANEOUS RECORDS, CURRY COUNTY, NEW MEXICO.

Exhibit A-5(a)

The Pine Ridge Leasehold Premises

PARCEL I: OWNER: Auto Vu, Inc., an Idaho corporation

Lot 1, Block 1, PINE RIDGE MALL SUBDIVISION, BANNOCK COUNTY, IDAHO, as the same appears on the official plat thereof, filed in the office of the County Recorder of said County.

PARCEL III: OWNER: Noel K. Breneman Family Partnership, an Idaho limited partnership

Lot 3, Block 1, PINE RIDGE MALL SUBDIVISION, BANNOCK COUNTY, IDAHO, as the same appears on the official plat thereof, filed in the office of the County Recorder of said County.

Together with an non-exclusive roadway easement for ingress and egress over and upon the following described property:

a 50 foot strip of land lying parallel and adjacent to and on the North side of the North boundary of the property described as follows:

Lot 3, Block 1, PINE RIDGE MALL SUBDIVISION, BANNOCK COUNTY, IDAHO, as the same appears on the official plat thereof, filed in the office of the County Recorder of said County.



Exhibit A-5(b)

The Pine Ridge Fee Premises

NSL No. 2164  
RW# 6  
FATCO No. 289991

Exhibit A

DESCRIPTION

**PARCEL II:**

Lot 2, Block 1, PINE RIDGE MALL SUBDIVISION, BANNOCK COUNTY, IDAHO, as the same appears on the official plat thereof, filed in the office of the County Recorder of said County.

**PARCEL IV:**

Lot 1, Block 1, PINE RIDGE MALL FIRST ADDITION, BANNOCK COUNTY, IDAHO, as the same appears on the official plat thereof, filed in the office of the County Recorder of said County.

**PARCEL V:**

Lot 4, Block 1, PINE RIDGE MALL SUBDIVISION, BANNOCK COUNTY, IDAHO, as the same appears on the official plat thereof, filed in the office of the County Recorder of said County.

Exhibit A-6

The Red Cliffs Premises

Exhibit A

DESCRIPTION

PARCEL 1:

Beginning at a point South 26°07'03" West, 1350.76 feet from the Center Quarter Corner of Section 21 Township 42 South, Range 15 West, Salt Lake Base and Meridian; said Center Quarter Corner being North 0°30'20" West, 2663.68 feet from the South Quarter Corner of Section 21 (Washington County Area reference plat dated January 1974); thence North 5°02'28" East, along the West Right-of-Way Line of a street 642.57 feet, to the point of a 760.00 foot radius curve to the left; thence Northwesterly 465.86 feet along the arc of said curve; thence North 30°04'48" West, 441.17 feet to the point of curve of a 35.00 foot radius curve to the left; thence Northwesterly along the arc of said curve 54.98 feet to a point on the South Right-of-Way Line of Red Cliff Drive; thence along Red Cliff Drive as follows: South 59°55'12" West, 279.92 feet to the point of curve of a 3040.31 foot radius curve to the right; thence Southwesterly along the arc of said curve 157.15 feet; thence South 62°52'53" West, 506.11 feet to the point of curve of a 2271.80 foot radius curve to the right; thence Southwesterly along the arc of said curve 136.19 feet; thence South 66°18'58" West, 20.43 feet; thence South 50°47'00" West, 71.94 feet; thence leaving said Red Cliff Drive Right-of-Way Line, South 923.96 feet; thence East 1340.00 feet to the point of beginning.

PARCEL 2:

Beginning at a point South 26°07'03" West 1350.76 feet from the Center Corner of Section 21, Township 42 South, Range 15 West, Salt Lake Base and Meridian, said point being on the West Right-of-Way Line of Mall Drive; thence South 5°02'28" West along said line 47.00 feet; thence South 89°05'22" West 348.38 feet; thence North 87°32'39" West 988.44 feet; thence North 10.00 feet; thence East 1340.00 feet to the point of beginning.

EXCEPTING THEREFROM PARCELS 1 and 2, described as follows:

Beginning at a point South 62°51'33" West, 636.53 feet from the Center Corner of Section 21, Township 42 South, Range 15 West, Salt Lake Base and Meridian; the point of beginning is a point on a 760.00 foot radius curve along the West Line of Mall Drive, a public street; thence Southeasterly along the arc of said West Line 27.50 feet; thence South 75°30'47" West, 40.14 feet along the Center Line of a mall entrance road to the point of a curve of a 100.00 foot radius curve; thence Southwesterly along the arc 22.05 feet; thence South 62°52'54" West, 45.97 feet; thence South 27°07'06" East, 229.66 feet to the point of curve of a 45.00 foot radius curve; thence Southwesterly along the arc 70.69 feet; thence South 62°52'54" West, 438.14 feet; thence North 29°08'49" West, 141.26 feet; thence North 62°52'54" East, 71.64 feet; thence North 27°07'06" West, 321.62 feet; thence North 87°07'06" West, 11.55 feet; thence North 27°07'06" West, 364.03 feet; thence South 87°07'07" East, 34.29 feet; thence North 0°00'00" East, 48.76 feet; thence North 90°00'00" East, 81.98 feet; thence North 0°00'00" East, 52.72 feet to the point of curve of a 75.00 foot radius curve; thence Northwesterly along the arc 37.90 feet; thence North 28°57'14" West, 21.88 feet to a point on the South Right-of-Way Line of Red Cliff Drive and the point of curve of a 3040.31 foot radius curve; thence Northeasterly along said South Line and the arc 29.05 feet; thence South 25°25'45" East, 28.41 feet to the point of curve of a 102.50 foot radius curve; thence Southeasterly along the arc 45.49 feet; thence South 0°00'00" East, 1.72 feet to the point of curve of a 14.50 foot radius curve; thence Southeasterly along the arc 22.78 feet; thence North 90°00'00" East, 155.59 feet to the point of curve of a 200.50 foot radius curve; thence Southeasterly along the arc 220.05 feet; thence South 27°07'06" East, 268.78 feet to the point of curve of a 14.50 foot radius curve; thence Southeasterly along the arc, 22.78 feet; thence North 62°52'55" East, 31.47 feet to the point of curve of a 127.50 foot radius curve; thence Northeasterly along the arc 28.11 feet, thence North 75°30'47" East, 39.68 feet to the point of beginning.

EXCEPTING THEREFROM all coal, oil, gas and/or other minerals in, on or under said land, together with the right of ingress and egress for the purpose of exploring and/or removing the same.

Exhibit A-7

The Three Rivers Premises

THE LAND REFERRED TO IN THIS COMMITMENT IS SITUATED IN THE STATE OF WASHINGTON, COUNTY OF COWLITZ AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

(MALL TRACT)

THAT PORTION OF THE V.W. WALLACE DONATION LAND CLAIM AND THE P. W. CRAWFORD DONATION LAND CLAIM IN SECTION 26 AND SECTION 35, TOWNSHIP 8 NORTH, RANGE 2 WEST, W.M., CITY OF KELSO, COWLITZ COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A BRASS CAP AT THE INTERSECTION OF THE NORTH LINE OF SECTION 35 WITH THE CENTERLINE OF GRADE STREET;  
THENCE SOUTH 87°42'02" EAST ALONG THE NORTH LINE OF SECTION 35, 717.19 FEET TO A 1/2 INCH IRON ROD;  
THENCE SOUTH 10°53'52" WEST, 155.00 FEET TO A 1/2 INCH IRON ROD AT THE SOUTHWEST CORNER OF THAT TRACT CONVEYED TO KAP, GENERAL PARTNERSHIP UNDER COWLITZ COUNTY AUDITOR'S NO. 890510030 AND THE TRUE POINT OF BEGINNING;  
THENCE SOUTH 10°53'52" WEST, 160.98 FEET TO A 1/2 INCH IRON ROD;  
THENCE SOUTH 32°15'58" WEST, 234.69 FEET TO A 1/2 INCH IRON ROD;  
THENCE SOUTH 59°20'48" WEST, 129.26 FEET TO A 1/2 INCH IRON ROD ON THE EAST RIGHT-OF-WAY LINE OF GRADE STREET;  
THENCE SOUTH 30°39'12" EAST ALONG SAID RIGHT-OF-WAY LINE 1376.15 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF 13TH AVENUE AS DEDICATED TO THE CITY OF KELSO UNDER COWLITZ COUNTY AUDITOR'S NO. 870922052;  
THENCE LEAVING SAID GRADE STREET RIGHT-OF-WAY LINE AND FOLLOWING SAID 13TH AVENUE RIGHT-OF-WAY LINE NORTH 59°20'48" EAST, 22.67 FEET;  
THENCE ALONG THE ARC OF A 480.69 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY THROUGH A CENTRAL ANGLE OF 16°20'01" A DISTANCE OF 137.03 FEET;  
THENCE NORTH 75°40'48" EAST, 209.52 FEET;  
THENCE ALONG THE ARC OF A 407.45 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY THROUGH A CENTRAL ANGLE OF 30°40'47" A DISTANCE OF 218.17 FEET;  
THENCE NORTH 45°00'00" EAST, 115.15 FEET;  
THENCE LEAVING SAID RIGHT-OF-WAY LINE ALONG THE ARC OF A 34.00 FOOT RADIUS NON-TANGENT CURVE CONCAVE NORTHEASTERLY, THE RADIAL BEARING OF WHICH IS NORTH 06°50'52" EAST THROUGH A CENTRAL ANGLE OF 38°09'08" FOR A DISTANCE OF 22.64 FEET;  
THENCE NORTH 39°00'00" WEST 127.57 FEET;  
THENCE ALONG THE ARC OF A 29.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY THROUGH A CENTRAL ANGLE OF 90°00'00" FOR A DISTANCE OF 45.55 FEET;  
THENCE NORTH 51°00'00" EAST 303.67 FEET;  
THENCE ALONG THE ARC OF A 151.82 FOOT RADIUS CURVE CONCAVE WESTERLY THROUGH A CENTRAL ANGLE OF 44°23'00" FOR A DISTANCE OF 117.61 FEET TO A 1/2 INCH IRON ROD ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROUTE 5;  
THENCE FOLLOWING SAID WESTERLY RIGHT-OF-WAY LINE NORTH 06°37'00" EAST 493.65 FEET TO A 1/2 INCH IRON ROD;  
THENCE NORTH 05°59'06" EAST, 522.95 FEET;  
THENCE LEAVING SAID RIGHT-OF-WAY LINE ALONG THE ARC OF A 114.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY, THE RADIAL BEARING OF WHICH BEARS NORTH 84°00'54" WEST, THROUGH A CENTRAL ANGLE OF 89°59'06" A DISTANCE OF 179.04 FEET;

THENCE NORTH 84°00'00" WEST, 376.56 FEET;  
THENCE NORTH 73°12'11" WEST, 63.89 FEET;  
THENCE ALONG THE ARC OF A 67.69 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY,  
THE RADIAL BEARING OF WHICH BEARS NORTH 20°02'09" EAST, THROUGH A CENTRAL  
ANGLE OF 94°57'30" A DISTANCE OF 112.18 FEET;  
THENCE NORTH 24°59'06" EAST, 106.99 FEET;  
THENCE ALONG THE ARC OF A 254.00 FOOT RADIUS CURVE CONCAVE WESTERLY THROUGH  
A CENTRAL ANGLE OF 30°59'07" A DISTANCE OF 137.36 FEET;  
THENCE NORTH 06°00'00" WEST, 244.44 FEET TO A POINT ON THE SOUTH RIGHT-OF-  
WAY LINE OF ALLEN STREET AT A POINT ON A 1560.00 FOOT RADIUS CURVE CONCAVE  
TO THE NORTH, THE RADIAL BEARING OF WHICH BEARS NORTH 15°41'23" WEST;  
THENCE FOLLOWING SAID RIGHT-OF-WAY LINE ALONG THE ARC OF SAID CURVE THROUGH  
A CENTRAL ANGLE OF 02°13'23" A DISTANCE OF 60.52 FEET;  
THENCE ALONG THE ARC OF A 1542.50 FOOT RADIUS CURVE CONCAVE NORTHERLY  
THROUGH A CENTRAL ANGLE OF 2°22'46" A DISTANCE OF 64.06 FEET;  
THENCE LEAVING SAID SOUTH RIGHT-OF-WAY LINE OF ALLEN STREET SOUTH 6°00'28"  
EAST ALONG THE EAST LINE OF "PIERCE'S ADDITION" AND THE NORTHERLY  
PROJECTION THEREOF 286.72 FEET TO THE SOUTHEAST CORNER THEREOF AND A POINT  
ON THE NORTH LINE OF SAID "KAP TRACT";  
THENCE SOUTH 82°50'28" EAST 43.65 FEET TO THE NORTHEAST CORNER OF SAID "KAP  
TRACT";  
THENCE FOLLOWING THE EASTERN BOUNDARY OF SAID "KAP TRACT" ALONG THE ARC OF  
A 186.00 FOOT RADIUS CURVE CONCAVE TO THE WEST, THE RADIAL BEARING OF WHICH  
BEARS NORTH 74°28'37" WEST, THROUGH A CENTRAL ANGLE OF 9°27'44" A DISTANCE  
OF 30.72 FEET;  
THENCE SOUTH 24°59'06" WEST, 106.99 FEET;  
THENCE ALONG THE ARC OF A 285.18 FOOT RADIUS CURVE CONCAVE EASTERLY THROUGH  
A CENTRAL ANGLE OF 18°59'07" A DISTANCE OF 94.50 FEET;  
THENCE ALONG THE ARC OF A 29.00 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY  
THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 45.55 FEET;  
THENCE NORTH 84°00'00" WEST, 2.00 FEET;  
THENCE ALONG THE ARC OF A 114.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY  
THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 179.07 FEET;  
THENCE SOUTH 6°00'00" WEST 403.00 FEET TO THE SOUTHEAST CORNER OF SAID "KAP  
TRACT";  
THENCE FOLLOWING THE SOUTHERN BOUNDARY OF SAID "KAP TRACT" NORTH 86°19'40"  
WEST 108.93 FEET;  
THENCE NORTH 67°44'00" WEST 418.00 FEET TO THE TRUE POINT OF BEGINNING;  
EXCEPT PUBLIC ROADS;

PARCEL B:

(PARCEL SOUTH OF 13TH AVENUE)

A PORTION OF SECTION 35, TOWNSHIP 8 NORTH, RANGE 2 WEST OF THE WILLAMETTE  
MERIDIAN, COWLITZ COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD ON THE WEST RIGHT-OF-WAY LINE OF I-5, 120  
FEET TO THE LEFT OF L.L. STATION 195+00 AS SHOWN ON THAT SURVEY RECORDED IN  
VOLUME 4, PAGE 170, RECORDS OF COWLITZ COUNTY;  
THENCE SOUTH 06°37'00" WEST ALONG SAID RIGHT-OF-WAY LINE 747.53 FEET TO AN  
ANGLE POINT IN SAID RIGHT-OF-WAY;

Exhibit A-8

The White Mountain Premises



NSL No. 2170  
RW# 9  
FATCO No. 289994

Exhibit A

DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 33, TOWNSHIP 19 NORTH, RANGE 105 WEST OF THE 6TH PRINCIPAL MERIDIAN, SWEETWATER COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF FOOTHILL BOULEVARD, SAID POINT BEING SOUTH 84DEG20'27" WEST, 2370.47 FEET FROM THE SAID QUARTER CORNER OF SECTION 33, AND RUNNING THENCE SOUTH 54DEG20'18" WEST ALONG SAID NORTHERLY LINE OF FOOTHILL BOULEVARD 1552.01 FEET; THENCE NORTH 35DEG39'42" WEST, 900.00 FEET; THENCE NORTH 54DEG20'18" EAST, 1552.01 FEET; THENCE SOUTH 35DEG39'42" EAST, 900.00 FEET TO THE POINT OF BEGINNING.