

WHEN RECORDED, RETURN TO:
GENERAL MILLS RESTAURANTS, INC.
6770 Lake Ellenor Drive
Lakeland, Florida 32809

ENT 18664 BK 2792 PG 137
NINA B REID UTAH CO RECORDER BY MB
1991 MAY 17 12:01 PM FEE 70.50
RECORDED FOR LANDMARK TITLE CO

AGREEMENT

(containing easements, covenants and restrictions)

This Agreement (the "Agreement") is made and entered into as of the 15th day of May, 1991, by and between NEW PLUM TREE, a Utah general partnership ("New Plum Tree") and GENERAL MILLS RESTAURANTS, INC., a Florida corporation ("GMRI").

Recitals:

A. New Plum Tree is the fee owner of the following described real property (the "Real Property") in Utah County, State of Utah:

Those parcels described in Exhibit A that is attached hereto and that is incorporated herein by reference.

B. The Real Property is part of a shopping center (the "Shopping Center") presently known as the Plum Tree Shopping Center.

C. The Shopping Center is subject to a Declaration of Easements, Covenants and Restrictions Affecting Land (ECR) dated August 20, 1986 and recorded September 4, 1986, as Entry No. 29349, in Book 2336, at Page 258, of the Official Records of Utah County, as amended by a First Amendment to Declaration of Easements, Covenants and Restrictions Affecting Land (the "First Amendment"), dated April 2, 1987 and recorded April 3, 1987, as Entry No. 12537, in Book 2400, at Page 674, of the Official Records of Utah County, and re-recorded on April 27, 1987, as Entry No. 16005, in Book 2408, at Page 539, of said Official Records, and as amended by a Second Amendment to Declaration of Easements, Covenants and Restrictions Affecting Land (the "Second Amendment"), dated March 23, 1988 and recorded April 11, 1988, as Entry No. 9917, in Book 2501, at Page 907, of said Official Records (said Declaration and amendments thereto being herein collectively referred to as the "Declaration"). All capitalized terms in this Agreement have the same meanings as in the Declaration unless otherwise defined herein. However, the legal description of Pad 4 is as set forth in Recital D herein and reflects the conveyance to Provo City Corporation of a portion thereof for use as part of a public road.

D. In conjunction with the execution of this Agreement, New Plum Tree has sold and conveyed Pad 4 to GMRI. Pad 4, which is not included in the description of the Real Property, is located in Utah County, State of Utah, and is more particularly described as follows:

See Exhibit B that is attached hereto and that is incorporated herein by reference.

E. The Declaration provides Pad 4, its owner, tenants, and subtenants, and agents, customers, licensees and invitees of each of them, with nonexclusive easements which are essential to Pad 4. However, the Declaration and the easements granted therein are not perpetual. Therefore, as a condition to GMRI's willingness to consummate the purchase of Pad 4, New Plum Tree has agreed to grant additional easements as herein provided and has also agreed to pay common area maintenance charges with respect to Pad 4 until such time as the Owner of the Shopko Parcel takes certain action as described in Paragraph 9 herein. The term "Shopko Parcel" has the same meaning in this Agreement as in Exhibit B to the Second Amendment. New Plum Tree and GMRI have also agreed to make the covenants and agreements and to impose the restrictions herein described.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties agree as follows:

1. Grant of Easements. New Plum Tree hereby grants, conveys, and warrants to GMRI perpetual nonexclusive easements for parking and for ingress and egress by vehicular and pedestrian traffic over and across all portions of the Common Areas which are presently located on the Real Property, subject to any changes in said portions of the Common Areas made pursuant to the Declaration which do not materially and adversely affect Pad 4. New Plum Tree also grants, conveys, and warrants to GMRI a perpetual easement for underground utilities over and across the Real Property (subject to the restrictions set forth in Paragraph B.12 of the Declaration, which shall also be applicable to the foregoing utility easement) including, without limitation, the restriction that no utility easement shall be within any Permissible Building Area without the prior written consent of the Owner (and any mortgagee) of the Phase or Pad in which the Permissible Building Area is situated). The persons benefitted by the easements shall be the owner from time to time of Pad 4, its tenants and subtenants, and the agents, customers, licensees, and invitees of each of them. The easements granted herein shall be subject to matters presently of record, including, without limitation, the Declaration, and subject to any future amendments or modifications to the Declaration as long as such future amendments or modifications will not change the easements herein granted in a way which would materially and adversely affect Pad 4.

2. Maximum Permissible Building Area. New Plum Tree covenants and agrees that the maximum Permissible Building Area, or floor space, of buildings now or hereafter to be constructed on Pads 1, 3, 5, and 7 in the Shopping Center is and shall be as follows:

<u>Pad</u>	<u>Maximum Permissible Building Area</u>
1	3,900 sq.ft.
3	7,100 sq.ft.
5	5,000 sq.ft.
7	5,000 sq.ft.; provided, however, if the building on Pad 7 is not used at any time for a restaurant or any other business selling food for on-site consumption, then the Permissible Building Area or floor space for Pad 7 may be increased to 7,000 sq.ft.

3. Other Restrictions on Pad 3. New Plum Tree covenants and agrees that, during periods in which Pad 4 is being used for a restaurant or any other business selling food for on-site consumption, Pad 3 will not be used for such purposes.

4. Limitations on Building Pads. New Plum Tree covenants and agrees that there will not at any time hereafter be any building pads or out parcels on the Real Property other than Pads 1, 3, 5, and 7.

5. Restrictions on Use of Real Property. New Plum Tree covenants and agrees that for a period of 20 years from the date hereof, no part of the Real Property except the Supermarket Parcel will be utilized for a food service establishment featuring or specializing in the sale, at retail, of Italian food or seafood in a manner similar to GMRI or any parent, subsidiary, or affiliated company of GMRI. Featuring or specializing, for the purpose of this provision, shall mean that such items, as aforesaid, shall be identifiable as major menu items in terms of sales volume for public identification. Nothing in this Paragraph 5 shall be interpreted to preclude a pizza or a seafood fast food operation

at the Shopping Center. The term "Supermarket Parcel" has the same meaning as in Exhibit B to the Second Amendment.

6. Covenants to Run With the Land. The easements, covenants, and restrictions set forth in Paragraphs 1 through 5 herein shall run with the land and shall forever (except for the covenant in Paragraph 5 above which continues for only 20 years) burden the Real Property, as the servient estate, and benefit Pad 4, as the dominant estate. New Plum Tree, and the successive Owners of the Real Property, shall be obligated only for those obligations undertaken by New Plum Tree under Paragraphs 1, 2, 3, 4, and 5 that arise during or that relate to periods in which such parties own fee simple to the Real Property (and not before or after such periods).

7. Actions Under Declaration. Unless the Owner of Pad 4 agrees otherwise in writing, New Plum Tree agrees, as the owner of the Real Property, not to enter into any agreement or give any consent or any approval or take any action under the Declaration, as it presently exists or as it may hereafter be amended, or otherwise, which would be inconsistent with the following objectives which New Plum Tree agrees at all times to support for the benefit of Pad 4:

(a) No changes in the Shopping Center shall be made which will result in parking area to accommodate fewer than five and one-half (5.5) car spaces for each one thousand (1,000) square feet of Building Area in the Shopping Center.

(b) The maximum Permissible Building Area, or floor space, of buildings now or hereafter to be constructed on Pads 1, 2, 3, 4, 5, and 7 of the Shopping Center is and shall be as follows:

<u>Pad</u>	<u>Maximum Permissible Building Area</u>
1	3,900 sq.ft.
2	8,000 sq.ft.
3	7,100 sq.ft.
4	10,000 sq.ft.
5	5,000 sq.ft.
7	5,000 sq.ft.; provided, however, if the building on Pad 7 is not used at any time for a restaurant or any other business selling food for on-site consumption, then the Permissible Building Area or floor space for Pad 7 may be increased to 7,000 sq.ft.

(c) There shall not at any time hereafter be any building pads or out parcels at the Shopping Center, including Phase 1, Phase 2, and Phase 3, other than Pads 1, 2, 3, 4, 5, and 7.

(d) For a period of 20 years from the date of this Agreement, no part of the Shopping Center, except Pad 2, Pad 4, the Shopko Parcel, the Supermarket Parcel, and Phase 3 will be utilized for a food service establishment featuring or specializing in the sale, at retail, of Italian food or seafood in a manner similar to GMRI or any parent, subsidiary, or affiliated company of GMRI. Featuring or specializing, for the purpose of this provision, shall mean that such items, as aforesaid, shall be identifiable as major menu items in terms of sales volume for public identification. Nothing in this part (d) shall be interpreted to preclude a pizza or a seafood fast food operation at the Shopping Center.

(e) The Declaration shall not be terminated or cancelled.

(f) No modification or cancellation shall be made in any access, utility, parking, or other easements presently provided for in the Declaration which would materially and adversely affect Pad 4.

(g) No modification shall be made in the presently existing Common Areas which would materially and adversely affect Pad 4; and no modification shall be made in the Declaration which would reduce the ratio of car spaces to Building Area as set forth in Section 3 of the First Amendment.

8. Amendment to REA. New Plum Tree agrees to approve and execute, and encourage other necessary parties to approve and execute, an amendment to the Declaration containing the provisions set forth in the draft dated March 6, 1991, a copy of which is attached hereto as Exhibit C and by this reference made a part hereof, subject to such modifications therein as GMRI may reasonably request. New Plum Tree also agrees to encourage other necessary parties to communicate directly with GMRI with respect to such amendment, and New Plum Tree agrees that GMRI may communicate directly with such other parties with respect to such amendment.

9. Payment of CAM Charges. New Plum Tree agrees to pay when due all common area maintenance charges or other charges, costs, or expenses with respect to Pad 4 which would otherwise be payable by the Owner of Pad 4 under the CAM Agreement (except for real property taxes and assessments for Pad 4 and any extra charges for after hours lighting, which shall be payable by the Owner of Pad 4) prior to the date on which there is delivered to the Owner of Pad 4 an agreement by the Owner of the Shopko Parcel in which said Owner agrees at any time thereafter upon the request of any other Owner of real property in the Shopping Center to join in making the Declaration (the Declaration to be fully identified), and all of the easements thereof, perpetual. Said agreement (a) shall be in a recordable writing signed by the Owner of the Shopko Parcel, (b) shall contain a legal description of the Shopko Parcel, and (c) shall be notarized. Without limiting the generality of the foregoing, New Plum Tree shall not be required to obtain the consent of any other Owner to such extension or to cause a legally binding and recorded amendment to the Declaration to be made in order to be released from its obligation to pay the Pad 4 Owner's share of CAM Agreement expenses as aforesaid. The Owner of Pad 4 shall be obligated to pay all common area maintenance charges and other charges, costs, and expenses with respect to Pad 4 at all other times, as required by the CAM Agreement. The term "CAM Agreement" means the Common Area Maintenance Agreement for Plum Tree Shopping Center, dated April 2, 1987, executed by Granada, Inc., a Utah corporation, and Plum Tree Associates, a Utah general partnership, and recorded on April 3, 1987, as entry No. 12543, in Book 2400, at Page 837, of the Official Records of Utah County, Utah.

10. Lien.

(a) Should New Plum Tree fail to pay when due any amount to be paid by it pursuant to Paragraph 9 of this Agreement, GMRI shall have a lien on the Real Property and all improvements thereto for each such amount, together with interest at the rate of 18 percent per annum from the date due until paid; provided, that if there be a bona fide dispute as to whether New Plum Tree has failed to pay when due any amount to be paid by it pursuant to Paragraph 9 of this Agreement, and all undisputed amounts are paid, there shall be no right to place a lien on the Real Property until such dispute is settled by a final court decree or mutual agreement. Said lien shall not attach to or otherwise encumber the easements granted herein, but shall encumber all other rights, titles, and interests in and to the Real

Property and all improvements thereto. Such lien shall only be effective when a notice thereof is filed of record by the Owner of Pad 4 as a claim of lien against the Real Property in the Office of the County Recorder of Utah County, Utah, signed and verified, which shall contain at least:

(i) a statement of the unpaid amounts and the rate of accruing interest;

(ii) a description of the Real Property;

(iii) The name of the owner or reputed owner of the Real Property; and

(iv) a reference to this Agreement as the source and authority for such lien.

(b) The lien, when so established against the Real Property, shall be prior and superior to any right, title, interest, lien, or claim which may be or has been acquired or attached to the Real Property after the time of filing the lien. The lien shall be for the use and benefit of the Owner of Pad 4 and may be enforced and foreclosed in any manner allowed by law, including, but not limited to, procedures for suits to foreclose a mortgage or mechanic's lien under the applicable law or laws of the State of Utah. In any such foreclosure, New Plum Tree shall be required to pay all costs, expenses, and reasonable attorneys' fees incurred in connection with such foreclosure. The purchaser at any foreclosure sale shall take the property purchased subject to, and shall be personally bound by, this Agreement.

(c) Notwithstanding anything contained in this Agreement to the contrary, the lien that is described in this Paragraph 10 shall not have priority over, but shall be subordinate to, any first priority deed of trust or mortgage (and related security documents) now or hereafter encumbering the Real Property. Without limiting the generality of the foregoing, the lien that is described in this Paragraph 10 shall at all times be expressly subordinate to the following encumbrances, which secure obligations that are owed by New Plum Tree to Household Bank f.s.b., a federal savings bank ("Household"): (1) a deed of trust that is dated 3 December 1989 that was executed by New Plum Tree, as trustor, in favor of Landmark Title Company, as trustee, for the benefit of Household, as beneficiary, and that was recorded on 5 December 1989 as Entry No. 36916, Book 2648, Page 290 of the Records of the Utah County, Utah, Recorder; (2) an assignment of rents and leases that is dated 3 December 1989 that was executed by New Plum Tree in favor of Household and that was recorded on 5 December 1989 as Entry No. 36917, Book 2648, Page 345 of the Records of the Utah County, Utah, Recorder; and (3) a form UCC-1 financing statement that was executed by New Plum Tree, as debtor, in favor of Household, as secured party, and that was recorded on 5 December 1989 as Entry No. 36918, Book 2648, Page 367 of the Records of the Utah County, Utah, Recorder.

11. Limitation on Owner Obligations After Disposition of Real Property. Notwithstanding anything in this Agreement to the contrary, (a) the obligations undertaken by New Plum Tree under Paragraphs 7, 8, 9, and 10 (the "Owner Obligations") shall be obligations of the Owner of the Real Property from time to time, shall run with the land, and shall burden the Real Property, as the servient estate, and benefit Pad 4, as the dominant estate; and (b) New Plum Tree, and successive Owners of the Real Property, shall be obligated only for those Owner Obligations that arise during or that relate to periods in which such parties own fee simple title to the Real Property (and not before or after such periods).

12. Use Restrictions on Pad 4. GMRI covenants and agrees that for a period of 20 years from the date hereof, without the prior written consent of the Owner or Owners of the Real Property, the following categories of sales or services are excluded as primary uses of Pad 4: shoes, ice cream, yogurt, optical, beauty supplies, diet center, records/music, videos, or flame/gourmet broiled burgers. If use of Pad 4 after said 20 year period for any of said primary uses would constitute a breach by the Owner of the Real Property as landlord under any presently existing lease at the Shopping Center, then the foregoing restriction shall continue until the expiration of such lease with respect to those of said primary uses as are necessary to preclude a breach by the Owner of the Real Property. The restrictions set forth in this paragraph shall run with the land and shall burden Pad 4, as the servient estate, and benefit the Real Property, as the dominant estate. GMRI, and successive owners of Pad 4, shall be obligated only for the obligations undertaken by GMRI under this Paragraph 12 that arise during or that relate to periods in which such parties own fee simple title to Pad 4 (and not before or after such periods).

13. Waiver. No waiver of any default hereunder shall be implied from any failure to take any action in respect to such default. One or more waivers of any default in the performance of any term, provision, or covenant contained in this Agreement shall not be deemed to be a waiver of any subsequent default in the performance of the same term, provision, or covenant or any other term, provision, or covenant contained in this Agreement.

14. Severability of Unenforceable Provisions. If any provision or provisions of this Agreement, or the application thereof to any party or other person or to any certain circumstances, shall be held to be unenforceable, void, or illegal, the remaining provisions hereof and/or the application of such provisions to any party or other person or to any circumstances other than as to those to which it is held to be unenforceable, void, or illegal, shall, nevertheless, remain in full force and effect and not be affected thereby; and the parties hereto agree that they would have entered into this Agreement independently of any provision or provisions of this Agreement which are held to be unenforceable, void, or illegal.

15. Interpretation. The captions of the sections or paragraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation and construction. The use of the singular in this Agreement shall include the plural, and the use of each gender shall include each other gender, where the context is otherwise appropriate.

16. Costs, Expense, and Remedies Upon Default. In the event of a default in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorneys' fees, which may arise or accrue from enforcing this Agreement, or in pursuing any remedy provided by the laws of the State of Utah, whether such remedy is pursued by filing a suit or otherwise. Remedies in the event of any default shall be all those available at law or in equity, which shall include the right to restrain by injunction any violation or threatened violation of any of the terms, covenants, or conditions of this Agreement and by decree to compel specific performance of any such terms, covenants, or conditions, it being agreed that the remedy at law for any breach of such term, covenant, or condition may not be adequate.

17. Governing Law. This Agreement shall be construed, interpreted, and applied in accordance with the laws of the State of Utah.

18. Agreement of Household Bank, f.s.b. The agreement of Household Bank, f.s.b. as set forth below is part of this Agreement.

19. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument. This Agreement shall be effective when one or more of such counterparts has been executed by each party and has been delivered.

IN WITNESS WHEREOF, New Plum Tree has executed this Agreement.

NEW PLUM TREE, a Utah
general partnership

By [Signature]
Richard A. Haws
Managing General Partner

GENERAL MILLS RESTAURANTS, INC.,
a Florida corporation

By [Signature]
Richard D. Halterman
Senior Vice President

STATE OF UTAH)
) : ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 14th day of May, 1991, by Richard A. Haws, as the Managing General Partner of New Plum Tree, a Utah general partnership.

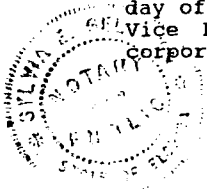
Lisa K. Nordin
Notary Public
Residing in Salt Lake
My Commission Expires 12-9-92



STATE OF FLORIDA)
) : ss.
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 15th day of May, 1991, by Richard D. Halterman, as the Senior Vice President of General Mills Restaurants, Inc., a Florida corporation.

Laura E. Gelotta
Notary Public
Residing in Orlando, Fla.
My Commission Expires Sept. 26, 1994
Public, State of Florida at Large



Agreement of Household Bank, f.s.b.

Household Bank, a federal savings bank, hereby (a) joins in and consents to the Agreement (the "Agreement") set forth above between New Plum Tree and General Mills Restaurants, Inc., (b) consents to the recordation of the Agreement in the records of the Utah County, Utah, Recorder; and (c) acknowledges that its

interest in the Shopping Center shall be subject and subordinate to the provisions of the Agreement in the same manner and as fully as if its interest had been created or acquired subsequent to the date of recordation of the Agreement; provided, however, that the foregoing joinder and consent shall not be deemed in any way to alter the priority of interests in the Shopping Center among any of the parties to the Agreement, except as expressly provided herein. The Agreement and this agreement by Household Bank, f.s.b. may be signed in multiple counterparts (such that not all signatures appear on the same counterpart), each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

Dated this _____ day of _____, 1991.

HOUSEHOLD BANK, a federal savings bank

By _____

Its _____

STATE OF _____)
: ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1991 by _____, as the _____ of Household Bank, a federal savings bank.

NOTARY PUBLIC
Residing at _____
My commission expires _____

EXHIBIT A

Description of the Real Property

This Exhibit consists of 13 additional pages attached hereto containing legal descriptions of components of the Real Property.

LEGAL DESCRIPTION

PLUM TREE SHOPPING CENTER - PAD 1 PARCEL

REVISION DATE 10/14/86

Beginning at a point on the North right-of-way line of 2200 North Street at a point which is North 1062.99 feet and East 319.24 feet from the South Quarter Corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridian (based on the Utah Coordinate System, Central Zone, bearings of section lines) and running thence North $1^{\circ}34'$ West 142.70 feet; thence North $88^{\circ}26'$ East 175.00 feet; thence South $1^{\circ}16'14''$ East 155.725 feet to a point on the aforementioned right-of-way line; thence along said right-of-way line North $87^{\circ}17'24''$ West 174.68 feet to the point of beginning.

Contains 0.5981 Acres

LEGAL DESCRIPTION

PLUM TREE SHOPPING CENTER - ENTRANCE ROAD

REVISION DATE 10/14/86

Beginning on the North right-of-way line of 2200 North Street at a point which is North 1053.89 feet and East 7.79 feet from the South Quarter corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridian (based on the Utah Coordinate System, Central Zone, bearings of section lines) said point also being on a 517.47 foot radius curve to the left (radius point bears South 14°44'29" East) and running thence Easterly along the arc of said curve and said right-of-way line 69.96 feet through a central angle of 7°44'48" to a point on a 25.00 foot radius curve to the right (radius point bears North 47°14'22" East); thence Northerly along the arc of said curve 19.05 feet through a central angle of 43°39'32"; thence North 0°53'57" East 90.59 feet to the point of tangency with a 25.00 foot radius curve to the right; thence Easterly along the arc of said curve 38.19 feet through a central angle of 87°32'03"; thence South 88°26' West 83.97 feet; thence South 0°53'57" West 134.88 feet to the point of tangency with a 25.00 foot radius curve to the right; thence Southwesterly along the arc of said curve 8.78 feet through a central angle of 20°07'31" to the point of beginning.

Contains 0.1929 Acres

LEGAL DESCRIPTION

PLUM TREE SHOPPING CENTER - PAD 3 PARCEL

REVISION DATE 10/14/86

Beginning on the North right-of-way line of 2200 North Street at a point which is North 1053.89 feet and East 7.79 feet from the South Quarter corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridian (based on the Utah Coordinate System, Central Zone, bearings of section lines), said point also being on a 517.47 foot radius curve (radius point bears South 14°44'29" East) and running thence Westerly along the arc of said curve and said right-of-way line 180.85 feet through a central angle of 20°01'27"; thence leaving said curve and said right-of-way line North 1°34' West 188.87 feet; thence North 88°26' East 65.106 feet; thence North 43°26' East 35.72 feet; thence North 88°26' East 82.76 feet; thence South 0°53'57" West 134.88 feet to the point of tangency with a 25.00 foot radius curve to the right (radius point bears North 68°58'35" West); thence Southwesterly along the arc of said curve 8.78 feet through a central angle of 20°07'31" to the point of beginning.

Contains 0.6269 Acres

LEGAL DESCRIPTION

PLUM TREE SHOPPING CENTER - SUPERMARKET PARCEL

REVISION DATE 10/14/86

Beginning at a point which is North 1756.280 feet and East 531.61 feet from the South Quarter corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridian (based on the Utah Coordinate System, Central Zone, bearings of section lines) and running thence South 43°26' West 322.41 feet; thence South 46°34' East 58.86 feet; thence South 43°26' West 66.40 feet; thence South 46°34' East 105.00 feet; thence South 43°26' West 217.40 feet; thence South 88°26' West 222.316 feet; thence North 1°34' West 53.47 feet; thence North 43°26' East 116.80 feet; thence North 46°34' West 215.00 feet; thence North 43°26' East 316.40 feet; thence North 46°34' West 23.86 feet; thence North 43°26' East 277.67 feet; thence North 88°26' East 85.416 feet; thence South 46°30'04" East 164.34 feet; thence South 1°26'08" East 64.170 feet to the point of beginning.

Contains 5.1267 Acres

LEGAL DESCRIPTION

PLUM TREE SHOPPING CENTER - RETAIL SHOPS A

REVISION DATE 10/14/86

Beginning at a point on the West boundary line of a Brigham Young University access roadway at a point which is North 1756.28 feet and East 531.61 feet from the South Quarter corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridian (based on the Utah Coordinate System, Central Zone, bearings of section lines) and running thence South 43°26' West 322.41 feet; thence South 46°34' East 58.86 feet; thence South 43°26' West 66.40 feet; thence South 46°34' East 105.00 feet; thence South 43°26' West 217.40 feet; thence North 88°26' East 256.55 feet; thence South 1°16'14" East 155.725 feet; thence South 87°17'24" East 55.263 feet to the aforementioned right-of-way; thence along said right-of-way the following two courses: North 1°16'14" West 114.52 feet; thence North 1°26'08" West 589.85 feet to the point of beginning.

Contains 2.3797 Acres.

LEGAL DESCRIPTION

PLUM TREE SHOPPING CENTER - RETAIL SHOPS B

REVISION DATE 10/14/86

Beginning at a point which is North 1853.184 feet and East 24.53 feet from the South Quarter corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridian (based on the Utah Coordinate System, Central Zone, bearings of section lines) and running thence North 88°26' East 78.995 feet; thence North 1°34' West 8.52 feet; thence North 88°26' East 162.65 feet; thence South 43°26' West 191.03 feet; thence North 46°34' West 80.00 feet; thence South 88°26' West 50.00 feet; thence North 1°34' West 70.00 feet to the point of beginning.

Contains 0.4228 Acres

LEGAL DESCRIPTION

Retail C - Parcel A

2/19/87

Beginning at a point on the Northeasterly line of the Plum Tree Shopping Center boundary said point being North 1921.51 feet and West 29.62 feet from the South Quarter corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridian (Based on the Utah Co-ordinate System, Central Zone, bearing of Section lines) and running thence North 88°26' East 355.17 feet; thence South 43°26' West 86.63 feet; thence South 88°26' West 162.65 feet; thence South 1°34' East 8.52 feet; thence South 88°26' West 78.995 feet; thence South 1°34' East 70.00 feet; thence South 88°26' West 50.00 feet; thence South 46°34' East 103.86 feet; thence South 43°26' West 316.40 feet; thence North 46°34' West 195.00 feet; thence South 43°26' West 92.95 feet; thence North 46°34' West 80.00 feet; thence North 43°26' East 435.88 feet to the point of beginning.

Contains: 2.6223 Acres

LEGAL DESCRIPTION

Retail C - Parcel B

2/19/87

Beginning at a point on the Plum Tree Shopping Center Phase I boundary said point being North 1438.73 feet and West 18.49 feet from the South Quarter Corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridian (Based on the Utah Co-ordinate System, Central Zone, bearings of Section lines) and running thence South 46°34' East 150.00 feet; thence South 43°26' West 116.80 feet; thence South 1°34' East 53.47 feet; thence South 88°26' West 82.76 feet; thence South 43°26' West 35.72 feet; thence South 88°26' West 182.84 feet; thence North 43°26' East 378.14 feet to the point of beginning.

Contains: 1.0597 Acres

LEGAL DESCRIPTION

**PLUM TREE SHOPPING CENTER -- FIVE FOOT STRIP ADJACENT TO SHOPKO
PARCEL**

DATE 9/15/88

**BEGINNING at a point which is North 1549.98 feet and West
271.20 feet from the South Quarter Corner of Section 25,
Township 6 South, Range 2 East, Salt Lake Base and
Meridian (based on the Utah Coordinate System, Central
Zone, bearings of Section lines) and running thence North
43°26' East 92.95 feet; thence South 46°34' East 5.00
feet; thence South 43°26' West 92.95 feet; thence North
46°34' West 5.00 feet to the POINT OF BEGINNING**

Contains 465 sq. ft. or 0.0107 acres

RET'D\1803

LEGAL DESCRIPTION

Pad 5

2/19/87

Beginning at a point on the North Right-of-Way line of University Parkway, said point being on the arc of a 11539.16 feet radius curve (Radius point bears South 42°31'04" West), said point also being North 1237.125 feet and West 567.40 feet from the South Quarter Corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridian (Based on the Utah Co-ordinate System, Central Zone, Bearings of Section Lines) and running thence North 43°26' East 148.82 feet; thence South 46°34' East 240.00 feet; thence South 43°26' West 147.48 feet to the afore mentioned North Right-of-Way line; thence Northwesterly along the arc of a 11539.16 feet radius curve to the left 240.01 feet thru a central angle of 1°11'30" (LC bears North 46°53'14" West) to the point of beginning.

Contains: 0.8140 Acres

LEGAL DESCRIPTION

Pad 7

2/19/87

Beginning on the Northerly Right-of-Way line of University Parkway said point being North 1634.70 feet and West 1019.90 feet from the South Quarter Corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridian (Based on the Utah Coordinate System, Central Zone, bearings of Section lines) and running thence North 43°26' East 170.31 feet to a point on a 121.50 foot radius curve to the left (Radius point bears N53°57'18" East); thence South Easterly along the arc of said curve 22.31 feet through a central angle of 10°31'18"; thence South 46°34' East 84.75 feet to a point of tangency with a 50.00 foot radius curve to the right (Radius point bears South 43°26' West); thence Southeasterly along the arc of said curve 78.54 feet through a central angle of 90°; thence South 43°26' West 111.95 feet to a point on the Northerly Right-of-Way line of University Parkway, said point also being on a 200.70 foot long spiral curve (LC bears 49°51'55"); thence Northwesterly along said spiral curve and said Right-of-Way line 136.07 feet; thence North 42°26'40" West along said Right-of-Way 21.14 feet to the point of beginning.

Contains: 0.5871 Acres

LEGAL DESCRIPTION**Cinema Parcel**

2/19/87

Beginning at a point on the Northerly line of the Plum Tree Shopping Center Boundary said point being North 2119.90 feet and West 399.97 feet from the South Quarter Corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridian (Based on the Utah Coordinate System, Central Zone, bearings of Section Lines) and running thence South 43°26' West 238.33 feet; thence South 46°34' East 56.00 feet; thence South 43°26' West 328.96 feet; thence North 46°34' West 150.41 feet to a point of tangency with a 78.50 foot radius curve to the right (Radius point bears North 43°26' East); thence Northwesterly along the arc of said curve 64.59 feet through a central angle of 47°08'22"; thence North 0°34'22" East 505.13 feet to a point of tangency with a 25.00 foot radius curve to the right (Radius point bears South 89°25'38" East); thence Northeasterly along the arc of said curve 38.35 feet through a central angle of 87°53'15"; thence North 88°27'37" East 194.16 feet to a point on the aforementioned Northerly line of the Plum Tree Shopping Center Boundary; thence South 46°34' East 357.54 feet along said boundary to the point of beginning.

Contains: 4.9932 Acres

LEGAL DESCRIPTION

Entrance Road and Dedicated Road

2/19/87

Beginning at a point on the North Right-of-Way of University Parkway, said point being on the arc of a 200.70 feet spiral curve, said point also being North 1531.39 feet and West 901.60 feet from the South Quarter Corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridain (Based on the Utah Co-ordinate System, Central Zone, bearings of Section lines) and running thence North 43°26' East 111.95 feet to a point of tangency with a 50.00 foot radius curve to the left (Radius point bears North 46°34' West); thence Northwesterly along the arc of said curve 78.54 feet through a central angle of 90°; thence North 46°34' West 84.75 feet to the point of tangency with a 121.50 foot radius curve to the right (Radius point bears North 43°26' East); thence Northerly along the arc of said curve 99.96 feet through a central angle of 47°08'22"; thence North 0°34'22" East 501.70 feet to the point of tangency with a 25.00 foot radius curve to the left (Radius point bears North 89°25'38" West); thence Northwesterly along the arc of said curve 40.19 feet through a central angle of 92°06'45"; thence South 88°27'37" West 94.28 feet to the West property line of Plum Tree Shopping Center, thence the following three courses along said West property line, North 43°13'18" East 8.79 feet; North 87°58'07" East 5.63 feet; and North 1°32'23" West 18.71 feet to the North property line of said Plum Tree Shopping Center; thence along said North property line North 88°27'37" East 344.65 feet to the Northeastly property line of said Plum Tree Shopping Center; thence South 46°34' East along said property line 35.37 feet; thence leaving said property line South 88°27'37" West 194.16 feet to the point of tangency with a 25.00 foot radius curve to the left (Radius point bears South 1°32'23" East); thence Southwesterly along the arc of said curve 38.35 feet through a central angle of 87°53'15"; thence South 0°34'22" West 505.13 feet to the point of tangency with a 78.50 foot radius curve to the left (Radius point bears South 89°25'38" East); thence Southeasterly along the arc of said curve 64.59 feet through a central angle of 47°08'22"; thence South 46°34' East 194.74 feet; thence South 43°26' West 201.50 feet to the North Right-of-Way line of University Parkway, said point also being on a 200.70 foot long spiral curve; thence Northwesterly along the arc of said spiral curve and Right-of-Way line 60.10 feet to the point of beginning.

Contains: 1.2405 Acres

Exhibit A - page 14

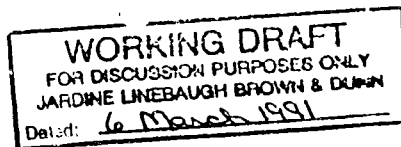
EXHIBIT B

Description of Pad 4 ENT18664 BK 2792 PG 159

Situated in Utah County, State of Utah, as follows:

BEGINNING at a point which is the intersection of the North right-of-way line of 2230 North Street and the Easterly right-of-way line of University Parkway, said point being North 915.37 feet and West 230.39 feet from the South Quarter corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridian (based on the Utah Coordinate System, Central Zone, bearings of section lines) and running thence Northwesterly along said right-of-way line and along the arc of a 11539.16 foot radius curve to the left (radius point bears South 44°49'53" West) 225.965 feet, through a central angle of 1°07'19"; thence North 43°26' East 124.29 feet; thence North 88°26' East 146.02 feet; thence South 1°34' East 188.87 feet to a point on the Northerly right-of-way line of 2230 North Street, said point also being on a 517.47 foot radius curve to the left (radius point bears South 34°45'59" East); thence Westerly along the arc of said curve and said right-of-way line 98.045 feet through a central angle of 10°51'21" to the point of BEGINNING.

LESS: Beginning at a point which is the intersection of the North right-of-way line of 2230 North Street and the Easterly right-of-way line of University Parkway, said point being North 915.37 feet, and West 230.39 feet from the South quarter corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridian (based on the Utah Coordinate System, Central Zone, bearings of section lines) and running thence Northwesterly along said right-of-way line and the arc of a 11539.16 foot radius curve to the left (radius point bears South 44°49'53" West) 8.00 feet to a point on a 525.47 foot radius curve to the right (radius point bears south 45°36'56" East) thence Northeasterly along the arc of said curve 104.72 feet, thence South 1°34' East 9.53 feet to a point on a 517.47 foot radius curve to the left (radius point bears South 34°45'59" East) thence Southwesterly along the arc of said curve 98.045 feet and along the right-of-way line of said 2230 North Street to the POINT OF BEGINNING. Contains 0.0186 acres.



RECORDED AT THE REQUEST OF,
AND AFTER RECORDING RETURN TO:

Jardine, Linebaugh, Brown & Dunn
A Professional Corporation
370 East South Temple, 4th Floor
Salt Lake City, Utah 84111-1290

ENT18664 BK 2792 PG 160

(Matter No. 11344)

**Third Amendment to Declaration of Easements,
Covenants and Restrictions Affecting Land (ECR)**

THIS AMENDMENT (the "Amendment") is entered into effective the ___ day of _____ 1991 by NEW PLUM TREE, a Utah general partnership ("NPT") and certain other "Signing Parties" who have interests in the "Shopping Center" (sometimes referred to as the "Property") (as such terms are defined below).

Recitals:

A. Declaration. Plum Tree Shopping Center, which is located in Provo, Utah County, Utah, is burdened and benefitted by the following documents (collectively the "Declaration" or "ECR"), among others:

A.1. Original Declaration. A "Declaration of Easements, Covenants and Restrictions Affecting Land (ECR)" (the "Original Declaration") that is dated 20 August 1986; that was executed by Granada, Inc., a Utah corporation ("Granada"); and that was recorded in the records of the Utah County, Utah Recorder on 4 September 1986 as entry no. 29349, book 2336, page 258.

A.2. First Amendment. A "First Amendment to Declaration of Easements, Covenants and Restrictions Affecting Land" (the "First Amendment") that is dated 2 April 1987; that was executed by Granada, Plum Tree Associates, a Utah general partnership ("PTA") and others; and that was recorded in the office of the Utah County, Utah Recorder as entry no. 12537, book 2400, page 674.

A.3. Second Amendment. A "Second Amendment to Declaration of Easements, Covenants and Restrictions Affecting Land" that is dated 23 March 1988; that was executed by Granada, PTA and others; and that was recorded in the office of the Utah County, Utah Recorder as entry no. 9917, book 2501, page 907.

All of the capitalized terms that are used in this Amendment shall have the meanings that are set forth for such terms in the Declaration, unless such terms are otherwise defined herein.

B. Sale of Pad 4. NPT has entered into an agreement to sell Pad 4. As a condition of consummating such sale, the

purchaser of Pad 4 has requested the Declaration to be modified as set forth herein.

ENT18664 BK 2792 PG 161

C. Consent to Modifications. Subsection B.14.(a) of the Declaration provides that "[the] Declaration may be modified or cancelled only by the written consent of (a) Owners owning eighty percent (80%) of the square footage (including Building Areas and Common Areas) within the Shopping Center and (b) the Supermarket Tenant." The following parties (the "Signing Parties") comprise all of the Owners of the Shopping Center, the Supermarket Tenant and certain other parties who hold interests in the Shopping Center:

C.1 Fee Owners. The following parties own fee simple title to portions of the Shopping Center, which portions collectively comprise 100% of the square footage in the Shopping Center: (a) NPT; (b) Shopko Stores, Inc., d/b/a Uvalko Shopko Stores, Inc., a Minnesota corporation; (c) Peter W. Billings, Jr., trustee of the estate of Granada, Inc., a Utah corporation, debtor, case no. 87C-00693, U.S. Bankruptcy Court, District of Utah, Central Division; and (d) The Training Table Restaurants, Inc., a Utah corporation.

C.2 Supermarket Tenant. The following parties, individually or collectively, comprise the Supermarket Tenant: (a) Provo Limited Partnership, a Nevada limited partnership; (b) Fleming Companies, Inc., an Oklahoma corporation; (c) Fleming Foods West, Inc., a California corporation; (d) Provo Food Corporation, a Nevada corporation; and (e) Danny K. Shaw, Diane Shaw, Larry Larkin, Marilyn Larkin, Michael A. Saltman and Sonja Saltman.

C.3 Lenders. The following parties comprise lenders who presently hold loans that are secured by encumbrances on fee simple title to portions of the Shopping Center: (a) Household Bank, f.s.b.; and (b) _____ [other lender(s)].

C.4 Major Tenants. Cinemark USA, Inc., a Texas corporation, is a major tenant of the Shopping Center.

D. Description of Shopping Center. The Shopping Center is located in Utah County, Utah and is described more particularly on exhibit B that is attached hereto.

NOW, THEREFORE, for good and valuable consideration, the legal adequacy of which is hereby acknowledged, the Signing Parties hereby amend the Declaration as follows:

1. Duration of Declaration. Subsection B.14.(d) of the Declaration is hereby amended in its entirety to read as follows:

(d) Duration: Unless otherwise cancelled and terminated, the Declaration and all of the easements, rights and obligations hereof shall be perpetual.

2. Restoration of Pad Improvements. The following phrase is hereby inserted at the end of the second full sentence in subsection B.9.(c) of the Declaration, which sentence begins "In the event of damage and destruction of any improvement on the Shopping Center, . . .":

; provided, however, that the Owner of any Pad in the Shopping Center may elect instead to do the following at its expense: demolish all such improvements; remove the debris; compact, level and grade the Pad to the same level as surrounding Common Area; and pave and stripe the Pad as part of the Common Area.

Nothing that is contained in the Declaration shall prevent a Pad Owner from thereafter improving the Pad in accordance with the provisions of the Declaration.

3. Modification/Cancellation. The following phrase is hereby inserted at the end of the first full sentence of subsection B.14.(a) of the Declaration, which sentence begins "This Declaration may be modified or cancelled . . .":

, and (c) the Owner of each Pad, in the event of the cancellation or other termination of the Declaration, and

(d) the Owner of any Pad, in the event of a modification or cancellation of any access, utility, parking, or other easement which would materially and adversely affect such Pad, and

(e) the Owner of Pad 4, in the event of a modification (i) which would change the Common Area or the use or layout thereof on that portion of the Shopping Center which is crosshatched on the map attached to the third amendment of this Declaration as exhibit A and by this reference made a part hereof, in such a way that would materially and adversely affect Pad 4, or (ii) which would reduce the ratio of car spaces to Building Area as set forth in section B.5 of the Declaration, as amended by the First Amendment.

Notwithstanding anything in this Declaration to the contrary, any change in the crosshatched Common Area described in subsection B.14(a)(e) above or any change in the use or layout thereof, and any reduction in the ratio of car spaces to Building Areas will be considered a modification to which subsection B.14(a) applies.

4. Counterparts. For the convenience of the Signing Parties, this Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument. This Amendment shall be effective when one or more of such counterparts has been executed by each Signing Party and delivered.

ENT18664 BK 2792 PG 163

Counterpart Signature Page to
Third Amendment to Declaration of Easements,
Covenants and Restrictions Affecting Land (ECR)

ENT 18664 BK 2792 PG 164

THIS COUNTERPART SIGNATURE PAGE is attached to and forms part of that certain "Third Amendment to Declaration of Easements, Covenants and Restrictions Affecting Land (ECR)" (the "Amendment") that is dated effective the ___ day of _____ 1991; that relates to the Plum Tree Shopping Center located in Provo, Utah County, Utah; and that is executed by New Plum Tree, a Utah general partnership, and others. All of the capitalized terms that are used in this counterpart signature page shall have the meanings that are set forth for such terms in the Amendment.

THE UNDERSIGNED, as the holder of an interest in a portion of the Shopping Center, hereby (1) joins in and consents to the Amendment; (2) consents to the recordation of the Amendment in the records of the Utah County, Utah Recorder; and (3) acknowledges that its interest in the Shopping Center shall be subject and subordinate to the provisions of the Declaration, as amended by the Amendment, in the same manner and as fully as if its interest had been created or acquired subsequent to the date of recordation of the Amendment; provided, however, that the foregoing joinder and consent shall not be deemed in any way to alter the priority of interests in the Shopping Center among any of the parties to the Amendment, except as expressly provided herein.

DATED this ___ day of _____ 1991.

By: _____
Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this
____ day of _____ 1991 by _____, as the
____ of _____, a
_____.

NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

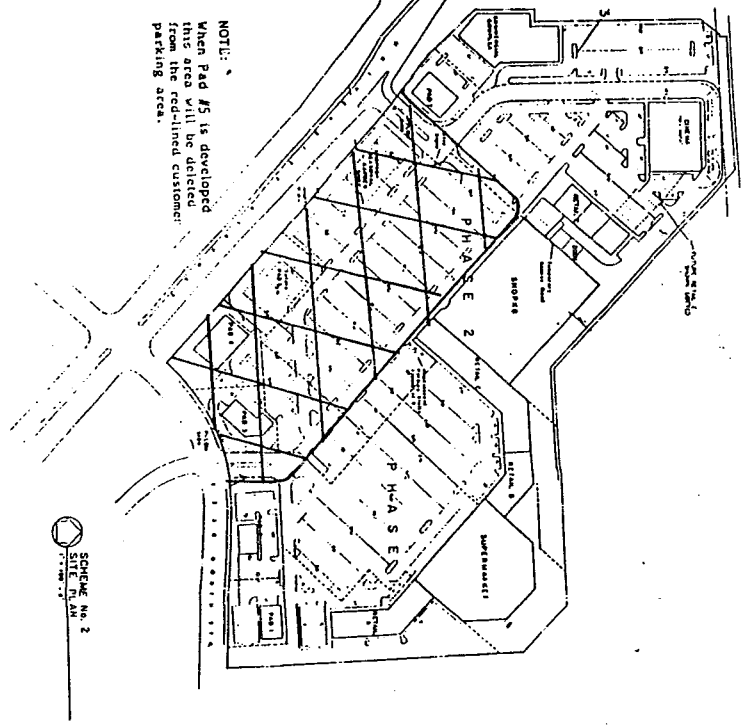
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THIRD AMENDMENT TO DECLARATION OF EASEMENTS,
COVENANTS AND RESTRICTIONS AFFECTING LAND (ECR)

ENT 9917 BK 2501 PG 934

ENT 9917 BK 2501 PG 935

PHASE	ACRES	PERCENTAGE	AREA
PHASE 1	1.14	100%	1.14
PHASE 2	1.14	100%	1.14
PHASE 3	1.14	100%	1.14
PHASE 4	1.14	100%	1.14
PHASE 5	1.14	100%	1.14
PHASE 6	1.14	100%	1.14
PHASE 7	1.14	100%	1.14
PHASE 8	1.14	100%	1.14
PHASE 9	1.14	100%	1.14
PHASE 10	1.14	100%	1.14
PHASE 11	1.14	100%	1.14
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PHASE 96	1.14	100%	1.14
PHASE 97	1.14	100%	1.14
PHASE 98	1.14	100%	1.14
PHASE 99	1.14	100%	1.14
PHASE 100	1.14	100%	1.14



NOTE:
When Pad #5 is developed this area will be deleted from the red-lined customer parking area.

SCHEME No. 2

1	2	3	4	5	6	7	8	9	10
11	12	13	14	15	16	17	18	19	20
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41	42	43	44	45	46	47	48	49	50
51	52	53	54	55	56	57	58	59	60
61	62	63	64	65	66	67	68	69	70
71	72	73	74	75	76	77	78	79	80
81	82	83	84	85	86	87	88	89	90
91	92	93	94	95	96	97	98	99	100

PLUM TREE SHOPPING CENTER
 • Joint development by:
 - HAWES-IVORY COMPANY
 - WRIGHT-LEASURE DEVELOPMENT COMPANY

PROVO, UTAH

BARON PAGE

(containing easements, covenants and restrictions)

This Agreement (the "Agreement") is made and entered into as of the 15th day of May, 1991, by and between NEW PLUM TREE, a Utah general partnership ("New Plum Tree") and GENERAL MILLS RESTAURANTS, INC., a Florida corporation ("GMRI").

Recitals:

A. New Plum Tree is the fee owner of the following described real property (the "Real Property") in Utah County, State of Utah:

Those parcels described in Exhibit A that is attached hereto and, that is incorporated herein by reference.

B. The Real Property is part of a shopping center (the "Shopping Center") presently known as the Plum Tree Shopping Center.

C. The Shopping Center is subject to a Declaration of Easements, Covenants and Restrictions Affecting Land (ECR) dated August 20, 1986 and recorded September 4, 1986, as Entry No. 29349, in Book 2336, at Page 258, of the Official Records of Utah County, as amended by a First Amendment to Declaration of Easements, Covenants and Restrictions Affecting Land (the "First Amendment"), dated April 2, 1987 and recorded April 3, 1987, as Entry No. 12537, in Book 2400, at Page 674, of the Official Records of Utah County, and re-recorded on April 27, 1987, as Entry No. 16005, in Book 2408, at Page 539, of said Official Records, and as amended by a Second Amendment to Declaration of Easements, Covenants and Restrictions Affecting Land (the "Second Amendment"), dated March 23, 1988 and recorded April 11, 1988, as Entry No. 9917, in Book 2501, at Page 907, of said Official Records (said Declaration and amendments thereto being herein collectively referred to as the "Declaration"). All capitalized terms in this Agreement have the same meanings as in the Declaration unless otherwise defined herein. However, the legal description of Pad 4 is as set forth in Recital D herein and reflects the conveyance to Provo City Corporation of a portion thereof for use as part of a public road.

D. In conjunction with the execution of this Agreement, New Plum Tree has sold and conveyed Pad 4 to GMRI. Pad 4, which is not included in the description of the Real Property, is located in Utah County, State of Utah, and is more particularly described as follows:

See Exhibit B that is attached hereto and that is incorporated herein by reference.

E. The Declaration provides Pad 4, its owner, tenants, and subtenants, and agents, customers, licensees and invitees of each of them, with nonexclusive easements which are essential to Pad 4. However, the Declaration and the easements granted therein are not perpetual. Therefore, as a condition to GMRI's willingness to consummate the purchase of Pad 4, New Plum Tree has agreed to grant additional easements as herein provided and has also agreed to pay common area maintenance charges with respect to Pad 4 until such time as the Owner of the Shopko Parcel takes certain action as described in Paragraph 9 herein. The term "Shopko Parcel" has the same meaning in this Agreement as in Exhibit B to the Second Amendment. New Plum Tree and GMRI have also agreed to make the covenants and agreements and to impose the restrictions herein described.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties agree as follows:

1. Grant of Easements. New Plum Tree hereby grants, conveys, and warrants to GMRI perpetual nonexclusive easements for parking and for ingress and egress by vehicular and pedestrian traffic over and across all portions of the Common Areas which are presently located on the Real Property, subject to any changes in said portions of the Common Areas made pursuant to the Declaration which do not materially and adversely affect Pad 4. New Plum Tree also grants, conveys, and warrants to GMRI a perpetual easement for underground utilities over and across the Real Property (subject to the restrictions set forth in Paragraph B.12 of the Declaration, which shall also be applicable to the foregoing utility easement) including, without limitation, the restriction that no utility easement shall be within any Permissible Building Area without the prior written consent of the Owner (and any mortgagee) of the Phase or Pad in which the Permissible Building Area is situated). The persons benefitted by the easements shall be the owner from time to time of Pad 4, its tenants and subtenants, and the agents, customers, licensees, and invitees of each of them. The easements granted herein shall be subject to matters presently of record, including, without limitation, the Declaration, and subject to any future amendments or modifications to the Declaration as long as such future amendments or modifications will not change the easements herein granted in a way which would materially and adversely affect Pad 4.

2. Maximum Permissible Building Area. New Plum Tree covenants and agrees that the maximum Permissible Building Area, or floor space, of buildings now or hereafter to be constructed on Pads 1, 3, 5, and 7 in the Shopping Center is and shall be as follows:

<u>Pad</u>	<u>Maximum Permissible Building Area</u>
1	3,900 sq.ft.
3	7,100 sq.ft.
5	5,000 sq.ft.
7	5,000 sq.ft.; provided, however, if the building on Pad 7 is not used at any time for a restaurant or any other business selling food for on-site consumption, then the Permissible Building Area or floor space for Pad 7 may be increased to 7,000 sq.ft.

3. Other Restrictions on Pad 3. New Plum Tree covenants and agrees that, during periods in which Pad 4 is being used for a restaurant or any other business selling food for on-site consumption, Pad 3 will not be used for such purposes.

4. Limitations on Building Pads. New Plum Tree covenants and agrees that there will not at any time hereafter be any building pads or out parcels on the Real Property other than Pads 1, 3, 5, and 7.

5. Restrictions on Use of Real Property. New Plum Tree covenants and agrees that for a period of 20 years from the date hereof, no part of the Real Property except the Supermarket Parcel will be utilized for a food service establishment featuring or specializing in the sale, at retail, of Italian food or seafood in a manner similar to GMRI or any parent, subsidiary, or affiliated company of GMRI. Featuring or specializing, for the purpose of this provision, shall mean that such items, as aforesaid, shall be identifiable as major menu items in terms of sales volume for public identification. Nothing in this Paragraph 5 shall be interpreted to preclude a pizza or a seafood fast food operation

at the Shopping Center. The term "Supermarket Parcel" has the same meaning as in Exhibit B to the Second Amendment.

6. Covenants to Run With the Land. The easements, covenants, and restrictions set forth in Paragraphs 1 through 5 herein shall run with the land and shall forever (except for the covenant in Paragraph 5 above which continues for only 20 years) burden the Real Property, as the servient estate, and benefit Pad 4, as the dominant estate. New Plum Tree, and the successive Owners of the Real Property, shall be obligated only for those obligations undertaken by New Plum Tree under Paragraphs 1, 2, 3, 4, and 5 that arise during or that relate to periods in which such parties own fee simple to the Real Property (and not before or after such periods).

7. Actions Under Declaration. Unless the Owner of Pad 4 agrees otherwise in writing, New Plum Tree agrees, as the owner of the Real Property, not to enter into any agreement or give any consent or any approval or take any action under the Declaration, as it presently exists or as it may hereafter be amended, or otherwise, which would be inconsistent with the following objectives which New Plum Tree agrees at all times to support for the benefit of Pad 4:

(a) No changes in the Shopping Center shall be made which will result in parking area to accommodate fewer than five and one-half (5.5) car spaces for each one thousand (1,000) square feet of Building Area in the Shopping Center.

(b) The maximum Permissible Building Area, or floor space, of buildings now or hereafter to be constructed on Pads 1, 2, 3, 4, 5, and 7 of the Shopping Center is and shall be as follows:

<u>Pad</u>	<u>Maximum Permissible Building Area</u>
1	3,900 sq.ft.
2	8,000 sq.ft.
3	7,100 sq.ft.
4	10,000 sq.ft.
5	5,000 sq.ft.
7	5,000 sq.ft.; provided, however, if the building on Pad 7 is not used at any time for a restaurant or any other business selling food for on-site consumption, then the Permissible Building Area or floor space for Pad 7 may be increased to 7,000 sq.ft.

(c) There shall not at any time hereafter be any building pads or out parcels at the Shopping Center, including Phase 1, Phase 2, and Phase 3, other than Pads 1, 2, 3, 4, 5, and 7.

(d) For a period of 20 years from the date of this Agreement, no part of the Shopping Center, except Pad 2, Pad 4, the Shopko Parcel, the Supermarket Parcel, and Phase 3 will be utilized for a food service establishment featuring or specializing in the sale, at retail, of Italian food or seafood in a manner similar to GMRI or any parent, subsidiary, or affiliated company of GMRI. Featuring or specializing, for the purpose of this provision, shall mean that such items, as aforesaid, shall be identifiable as major menu items in terms of sales volume for public identification. Nothing in this part (d) shall be interpreted to preclude a pizza or a seafood fast food operation at the Shopping Center.

(e) The Declaration shall not be terminated or cancelled.

(f) No modification or cancellation shall be made in any access, utility, parking, or other easements presently provided for in the Declaration which would materially and adversely affect Pad 4.

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(g) No modification shall be made in the presently existing Common Areas which would materially and adversely affect Pad 4; and no modification shall be made in the Declaration which would reduce the ratio of car spaces to Building Area as set forth in Section 3 of the First Amendment.

8. Amendment to REA. New Plum Tree agrees to approve and execute, and encourage other necessary parties to approve and execute, an amendment to the Declaration containing the provisions set forth in the draft dated March 6, 1991, a copy of which is attached hereto as Exhibit C and by this reference made a part hereof, subject to such modifications therein as GMRI may reasonably request. New Plum Tree also agrees to encourage other necessary parties to communicate directly with GMRI with respect to such amendment, and New Plum Tree agrees that GMRI may communicate directly with such other parties with respect to such amendment.

9. Payment of CAM Charges. New Plum Tree agrees to pay when due all common area maintenance charges or other charges, costs, or expenses with respect to Pad 4 which would otherwise be payable by the Owner of Pad 4 under the CAM Agreement (except for real property taxes and assessments for Pad 4 and any extra charges for after hours lighting, which shall be payable by the Owner of Pad 4) prior to the date on which there is delivered to the Owner of Pad 4 an agreement by the Owner of the Shopko Parcel in which said Owner agrees at any time thereafter upon the request of any other Owner of real property in the Shopping Center to join in making the Declaration (the Declaration to be fully identified), and all of the easements thereof, perpetual. Said agreement (a) shall be in a recordable writing signed by the Owner of the Shopko Parcel, (b) shall contain a legal description of the Shopko Parcel, and (c) shall be notarized. Without limiting the generality of the foregoing, New Plum Tree shall not be required to obtain the consent of any other Owner to such extension or to cause a legally binding and recorded amendment to the Declaration to be made in order to be released from its obligation to pay the Pad 4 Owner's share of CAM Agreement expenses as aforesaid. The Owner of Pad 4 shall be obligated to pay all common area maintenance charges and other charges, costs, and expenses with respect to Pad 4 at all other times, as required by the CAM Agreement. The term "CAM Agreement" means the Common Area Maintenance Agreement for Plum Tree Shopping Center, dated April 2, 1987, executed by Granada, Inc., a Utah corporation, and Plum Tree Associates, a Utah general partnership, and recorded on April 3, 1987, as entry No. 12543, in Book 2400, at Page 837, of the Official Records of Utah County, Utah.

10. Lien.

(a) Should New Plum Tree fail to pay when due any amount to be paid by it pursuant to Paragraph 9 of this Agreement, GMRI shall have a lien on the Real Property and all improvements thereto for each such amount, together with interest at the rate of 18 percent per annum from the date due until paid; provided, that if there be a bona fide dispute as to whether New Plum Tree has failed to pay when due any amount to be paid by it pursuant to Paragraph 9 of this Agreement, and all undisputed amounts are paid, there shall be no right to place a lien on the Real Property until such dispute is settled by a final court decree or mutual agreement. Said lien shall not attach to or otherwise encumber the easements granted herein, but shall encumber all other rights, titles, and interests in and to the Real

Property and all improvements thereto. Such lien shall only be effective when a notice thereof is filed of record by the Owner of Pad 4 as a claim of lien against the Real Property in the Office of the County Recorder of Utah County, Utah, signed and verified, which shall contain at least:

- (i) a statement of the unpaid amounts and the rate of accruing interest;
- (ii) a description of the Real Property;
- (iii) The name of the owner or reputed owner of the Real Property; and
- (iv) a reference to this Agreement as the source and authority for such lien.

(b) The lien, when so established against the Real Property, shall be prior and superior to any right, title, interest, lien, or claim which may be or has been acquired or attached to the Real Property after the time of filing the lien. The lien shall be for the use and benefit of the Owner of Pad 4 and may be enforced and foreclosed in any manner allowed by law, including, but not limited to, procedures for suits to foreclose a mortgage or mechanic's lien under the applicable law or laws of the State of Utah. In any such foreclosure, New Plum Tree shall be required to pay all costs, expenses, and reasonable attorneys' fees incurred in connection with such foreclosure. The purchaser at any foreclosure sale shall take the property purchased subject to, and shall be personally bound by, this Agreement.

(c) Notwithstanding anything contained in this Agreement to the contrary, the lien that is described in this Paragraph 10 shall not have priority over, but shall be subordinate to, any first priority deed of trust or mortgage (and related security documents) now or hereafter encumbering the Real Property. Without limiting the generality of the foregoing, the lien that is described in this Paragraph 10 shall at all times be expressly subordinate to the following encumbrances, which secure obligations that are owed by New Plum Tree to Household Bank f.s.b., a federal savings bank ("Household"): (1) a deed of trust that is dated 3 December 1989 that was executed by New Plum Tree, as trustor, in favor of Landmark Title Company, as trustee, for the benefit of Household, as beneficiary, and that was recorded on 5 December 1989 as Entry No. 36916, Book 2648, Page 290 of the Records of the Utah County, Utah, Recorder; (2) an assignment of rents and leases that is dated 3 December 1989 that was executed by New Plum Tree in favor of Household and that was recorded on 5 December 1989 as Entry No. 36917, Book 2648, Page 345 of the Records of the Utah County, Utah, Recorder; and (3) a form UCC-1 financing statement that was executed by New Plum Tree, as debtor, in favor of Household, as secured party, and that was recorded on 5 December 1989 as Entry No. 36918, Book 2648, Page 367 of the Records of the Utah County, Utah, Recorder.

11. Limitation on Owner Obligations After Disposition of Real Property. Notwithstanding anything in this Agreement to the contrary, (a) the obligations undertaken by New Plum Tree under Paragraphs 7, 8, 9, and 10 (the "Owner Obligations") shall be obligations of the owner of the Real Property from time to time, shall run with the land, and shall burden the Real Property, as the servient estate, and benefit Pad 4, as the dominant estate; and (b) New Plum Tree, and successive Owners of the Real Property, shall be obligated only for those Owner Obligations that arise during or that relate to periods in which such parties own fee simple title to the Real Property (and not before or after such periods).

12. Use Restrictions on Pad 4. GMRI covenants and agrees that for a period of 20 years from the date hereof, without the prior written consent of the Owner or Owners of the Real Property, the following categories of sales or services are excluded as primary uses of Pad 4: shoes, ice cream, yogurt, optical, beauty supplies, diet center, records/music, videos, or flame/gourmet broiled burgers. If use of Pad 4 after said 20 year period for any of said primary uses would constitute a breach by the Owner of the Real Property as landlord under any presently existing lease at the Shopping Center, then the foregoing restriction shall continue until the expiration of such lease with respect to those of said primary uses as are necessary to preclude a breach by the Owner of the Real Property. The restrictions set forth in this paragraph shall run with the land and shall burden Pad 4, as the servient estate, and benefit the Real Property, as the dominant estate. GMRI, and successive owners of Pad 4, shall be obligated only for the obligations undertaken by GMRI under this Paragraph 12 that arise during or that relate to periods in which such parties own fee simple title to Pad 4 (and not before or after such periods).

13. Waiver. No waiver of any default hereunder shall be implied from any failure to take any action in respect to such default. One or more waivers of any default in the performance of any term, provision, or covenant contained in this Agreement shall not be deemed to be a waiver of any subsequent default in the performance of the same term, provision, or covenant or any other term, provision, or covenant contained in this Agreement.

14. Severability of Unenforceable Provisions. If any provision or provisions of this Agreement, or the application thereof to any party or other person or to any certain circumstances, shall be held to be unenforceable, void, or illegal, the remaining provisions hereof and/or the application of such provisions to any party or other person or to any circumstances other than as to those to which it is held to be unenforceable, void, or illegal, shall, nevertheless, remain in full force and effect and not be affected thereby; and the parties hereto agree that they would have entered into this Agreement independently of any provision or provisions of this Agreement which are held to be unenforceable, void, or illegal.

15. Interpretation. The captions of the sections or paragraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation and construction. The use of the singular in this Agreement shall include the plural, and the use of each gender shall include each other gender, where the context is otherwise appropriate.

16. Costs, Expense, and Remedies Upon Default. In the event of a default in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorneys' fees, which may arise or accrue from enforcing this Agreement, or in pursuing any remedy provided by the laws of the State of Utah, whether such remedy is pursued by filing a suit or otherwise. Remedies in the event of any default shall be all those available at law or in equity, which shall include the right to restrain by injunction any violation or threatened violation of any of the terms, covenants, or conditions of this Agreement and by decree to compel specific performance of any such terms, covenants, or conditions, it being agreed that the remedy at law for any breach of such term, covenant, or condition may not be adequate.

17. Governing Law. This Agreement shall be construed, interpreted, and applied in accordance with the laws of the State of Utah.

18. Agreement of Household Bank, f.s.b. The agreement of Household Bank, f.s.b. as set forth below is part of this Agreement.

19. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument. This Agreement shall be effective when one or more of such counterparts has been executed by each party and has been delivered.

IN WITNESS WHEREOF, New Plum Tree has executed this Agreement.

NEW PLUM TREE, a Utah
general partnership

By _____
Richard A. Haws
Managing General Partner

GENERAL MILLS RESTAURANTS, INC.,
a Florida corporation

By _____
Richard D. Halterman
Senior Vice President

STATE OF UTAH)
)
) :ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1991, by Richard A. Haws, as the Managing General Partner of New Plum Tree, a Utah general partnership.

Notary Public
Residing in _____
My Commission Expires _____

STATE OF FLORIDA)
)
) : ss.
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this _____ day of _____, 1991, by Richard D. Halterman, as the Senior Vice President of General Mills Restaurants, Inc., a Florida corporation.

Notary Public
Residing in _____
My Commission Expires _____

Agreement of Household Bank, f.s.b.

Household Bank, a federal savings bank, hereby (a) joins in and consents to the Agreement (the "Agreement") set forth above between New Plum Tree and General Mills Restaurants, Inc., (b) consents to the recordation of the Agreement in the records of the Utah County, Utah, Recorder; and (c) acknowledges that its

Description of the Real Property

This Exhibit consists of 13 additional pages attached hereto containing legal descriptions of components of the Real Property.

LEGAL DESCRIPTION

PLUM TREE SHOPPING CENTER - PAD 1 PARCEL

REVISION DATE 10/14/86

Beginning at a point on the North right-of-way line of 2200 North Street at a point which is North 1062.99 feet and East 319.24 feet from the South Quarter Corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridian (based on the Utah Coordinate System, Central Zone, bearings of section lines) and running thence North 1°34' West 142.70 feet; thence North 88°26' East 175.00 feet; thence South 1°16'14" East 155.725 feet to a point on the aforementioned right-of-way line; thence along said right-of-way line North 87°17'24" West 174.68 feet to the point of beginning.

Contains 0.5981 Acres

LEGAL DESCRIPTION

PLUM TREE SHOPPING CENTER - ENTRANCE ROAD

REVISION DATE 10/14/86

Beginning on the North right-of-way line of 2200 North Street at a point which is North 1053.89 feet and East 7.79 feet from the South Quarter corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridian (based on the Utah Coordinate System, Central Zone, bearings of section lines) said point also being on a 517.47 foot radius curve to the left (radius point bears South 14°44'29" East) and running thence Easterly along the arc of said curve and said right-of-way line 69.96 feet through a central angle of 7°44'48" to a point on a 25.00 foot radius curve to the right (radius point bears North 47°14'22" East); thence Northerly along the arc of said curve 19.05 feet through a central angle of 43°39'32"; thence North 0°53'57" East 90.59 feet to the point of tangency with a 25.00 foot radius curve to the right; thence Easterly along the arc of said curve 38.19 feet through a central angle of 87°32'03"; thence South 88°26' West 83.97 feet; thence South 0°53'57" West 134.88 feet to the point of tangency with a 25.00 foot radius curve to the right; thence Southwesterly along the arc of said curve 8.78 feet through a central angle of 20°07'31" to the point of beginning.

Contains 0.1929 Acres

LEGAL DESCRIPTION

PLUM TREE SHOPPING CENTER - PAD 3 PARCEL

REVISION DATE 10/14/86

Beginning on the North right-of-way line of 2200 North Street at a point which is North 1053.89 feet and East 7.79 feet from the South Quarter corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridian (based on the Utah Coordinate System, Central Zone, bearings of section lines), said point also being on a 517.47 foot radius curve (radius point bears South 14°44'29" East) and running thence Westerly along the arc of said curve and said right-of-way line 180.85 feet through a central angle of 20°01'27"; thence leaving said curve and said right-of-way line North 1°34' West 188.87 feet; thence North 88°26' East 65.106 feet; thence North 43°26' East 35.72 feet; thence North 88°26' East 82.76 feet; thence South 0°53'57" West 134.88 feet to the point of tangency with a 25.00 foot radius curve to the right (radius point bears North 68°58'35" West); thence Southwesterly along the arc of said curve 8.78 feet through a central angle of 20°07'31" to the point of beginning.

Contains 0.6269 Acres

LEGAL DESCRIPTION

PLUM TREE SHOPPING CENTER - SUPERMARKET PARCEL

REVISION DATE 10/14/86

Beginning at a point which is North 1756.280 feet and East 531.61 feet from the South Quarter corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridian (based on the Utah Coordinate System, Central Zone, bearings of section lines) and running thence South 43°26' West 322.41 feet; thence South 46°34' East 59.86 feet; thence South 43°26' West 66.40 feet; thence South 46°34' East 105.00 feet; thence South 43°26' West 217.40 feet; thence South 88°26' West 222.316 feet; thence North 1°34' West 53.47 feet; thence North 43°26' East 116.80 feet; thence North 46°34' West 215.00 feet; thence North 43°26' East 316.40 feet; thence North 46°34' West 23.86 feet; thence North 43°26' East 277.67 feet; thence North 88°26' East 85.416 feet; thence South 46°30'04" East 164.34 feet; thence South 1°26'08" East 64.170 feet to the point of beginning.

Contains 5.1267 Acres

LEGAL DESCRIPTION

PLUM TREE SHOPPING CENTER - RETAIL SHOPS A

REVISION DATE 10/14/86

Beginning at a point on the West boundary line of a Brigham Young University access roadway at a point which is North 1756.28 feet and East 531.61 feet from the South Quarter corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridian (based on the Utah Coordinate System, Central Zone, bearings of section lines) and running thence South $43^{\circ}26'$ West 322.41 feet; thence South $46^{\circ}34'$ East 58.86 feet; thence South $43^{\circ}26'$ West 66.40 feet; thence South $46^{\circ}34'$ East 105.00 feet; thence South $43^{\circ}26'$ West 217.40 feet; thence North $88^{\circ}26'$ East 256.55 feet; thence South $1^{\circ}16'14''$ East 155.725 feet; thence South $87^{\circ}17'24''$ East 55.263 feet to the aforementioned right-of-way; thence along said right-of-way the following two courses: North $1^{\circ}16'14''$ West 114.52 feet; thence North $1^{\circ}26'08''$ West 589.85 feet to the point of beginning.

Contains 2.3797 Acres.

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LEGAL DESCRIPTION

PLUM TREE SHOPPING CENTER -- RETAIL SHOPS B

REVISION DATE 10/14/86

Beginning at a point which is North 1853.184 feet and East 24.53 feet from the South Quarter corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridian (based on the Utah Coordinate System, Central Zone, bearings of section lines) and running thence North 88°26' East 78.995 feet; thence North 1°34' West 8.52 feet; thence North 88°26' East 162.65 feet; thence South 43°26' West 191.03 feet; thence North 46°34' West 80.00 feet; thence South 88°26' West 50.00 feet; thence North 1°34' West 70.00 feet to the point of beginning.

Contains 0.4228 Acres

LEGAL DESCRIPTION

Retail C - Parcel A

2/19/87

Beginning at a point on the Northeasterly line of the Plum Tree Shopping Center boundary said point being North 1921.51 feet and West 29.62 feet from the South Quarter corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridian (Based on the Utah Co-ordinate System, Central Zone, bearing of Section lines) and running thence North 88°26' East 355.17 feet; thence South 43°26' West 86.63 feet; thence South 88°26' West 162.65 feet; thence South 1°34' East 8.52 feet; thence South 88°26' West 78.995 feet; thence South 1°34' East 70.00 feet; thence South 88°26' West 50.00 feet; thence South 46°34' East 103.86 feet; thence South 43°26' West 316.40 feet; thence North 46°34' West 195.00 feet; thence South 43°26' West 92.95 feet; thence North 46°34' West 80.00 feet; thence North 43°26' East 435.88 feet to the point of beginning.

Contains: 2.6223 Acres

LEGAL DESCRIPTION

Retail C - Parcel B

2/19/87

Beginning at a point on the Plum Tree Shopping Center Phase I boundary said point being North 1438.73 feet and West 18.49 feet from the South Quarter Corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridian (Based on the Utah Co-ordinate System, Central Zone, bearings of Section lines) and running thence South 46°34' East 150.00 feet; thence South 43°26' West 116.80 feet; thence South 1°34' East 53.47 feet; thence South 88°26' West 82.76 feet; thence South 43°26' West 35.72 feet; thence South 88°26' West 182.84 feet; thence North 43°26' East 378.14 feet to the point of beginning.

Contains: 1.0597 Acres

LEGAL DESCRIPTION

**PLUM TREE SHOPPING CENTER -- FIVE FOOT STRIP ADJACENT TO SHOPKO
PARCEL**

DATE 9/15/88

**BEGINNING at a point which is North 1549.98 feet and West
271.20 feet from the South Quarter Corner of Section 25,
Township 6 South, Range 2 East, Salt Lake Base and
Meridian (based on the Utah Coordinate System, Central
Zone, bearings of Section lines) and running thence North
43°26' East 92.95 feet; thence South 46°34' East 5.00
feet; thence South 43°26' West 92.95 feet; thence North
46°34' West 5.00 feet to the POINT OF BEGINNING**

Contains 465 sq. ft. or 0.0107 acres

RET/D\1803

LEGAL DESCRIPTION

Pad 5

2/19/87

Beginning at a point on the North Right-of-Way line of University Parkway, said point being on the arc of a 11539.16 feet radius curve (Radius point bears South 42°31'04" West), said point also being North 1237.125 feet and West 567.40 feet from the South Quarter Corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridian (Based on the Utah Co-ordinate System, Central Zone, Bearings of Section Lines) and running thence North 43°26' East 148.82 feet; thence South 46°34' East 240.00 feet; thence South 43°26' West 147.48 feet to the afore mentioned North Right-of-Way line; thence Northwesterly along the arc of a 11539.16 feet radius curve to the left 240.01 feet thru a central angle of 1°11'30" (LC bears North 46°53'14" West) to the point of beginning.

Contains: 0.6140 Acres

LEGAL DESCRIPTION

Pad 7

2/19/87

Beginning on the Northerly Right-of-Way line of University Parkway said point being North 1634.70 feet and West 1019.90 feet from the South Quarter Corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridian (Based on the Utah Coordinate System, Central Zone, bearings of Section lines) and running thence North 43°26' East 170.31 feet to a point on a 121.50 foot radius curve to the left (Radius point bears N53°57'18" East); thence South Easterly along the arc of said curve 22.31 feet through a central angle of 10°31'18"; thence South 46°34' East 84.75 feet to a point of tangency with a 50.00 foot radius curve to the right (Radius point bears South 43°26' West); thence Southeasterly along the arc of said curve 78.54 feet through a central angle of 90°; thence South 43°26' West 111.95 feet to a point on the Northerly Right-of-Way line of University Parkway, said point also being on a 200.70 foot long spiral curve (LC bears 49°51'55"); thence Northwesterly along said spiral curve and said Right-of-Way line 136.07 feet; thence North 42°26'40" West along said Right-of-Way 21.14 feet to the point of beginning.

Contains: 0.5871 Acres

LEGAL DESCRIPTION**Cinema Parcel****2/19/87**

Beginning at a point on the Northerly line of the Plum Tree Shopping Center Boundary said point being North 2119.90 feet and West 399.97 feet from the South Quarter Corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridian (Based on the Utah Coordinate System, Central Zone, bearings of Section Lines) and running thence South 43°26' West 238.33 feet; thence South 46°34' East 56.00 feet; thence South 43°26' West 328.96 feet; thence North 46°34' West 150.41 feet to a point of tangency with a 78.50 foot radius curve to the right (Radius point bears North 43°26' East); thence Northwesterly along the arc of said curve 64.59 feet through a central angle of 47°08'22"; thence North 0°34'22" East 505.13 feet to a point of tangency with a 25.00 foot radius curve to the right (Radius point bears South 89°25'38" East); thence Northeasterly along the arc of said curve 38.35 feet through a central angle of 87°53'15"; thence North 88°27'37" East 194.16 feet to a point on the aforementioned Northerly line of the Plum Tree Shopping Center Bounday; thence South 46°34' East 357.54 feet along said boundary to the point of beginning.

Contains: 4.9932 Acres

LEGAL DESCRIPTION

Entrance Road and Dedicated Road

2/19/87

Beginning at a point on the North Right-of-Way of University Parkway, said point being on the arc of a 200.70 feet spiral curve, said point also being North 1531.39 feet and West 901.60 feet from the South Quarter Corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridain (Based on the Utah Co-ordinate System, Central Zone, bearings of Section lines) and running thence North 43°26' East 111.95 feet to a point of tangency with a 50.00 foot radius curve to the left (Radius point bears North 46°34' West); thence Northwesterly along the arc of said curve 78.54 feet through a central angle of 90°; thence North 46°34' West 84.75 feet to the point of tangency with a 121.50 foot radius curve to the right (Radius point bears North 43°26' East); thence Northerly along the arc of said curve 99.96 feet through a central angle of 47°08'22"; thence North 0°34'22" East 501.70 feet to the point of tangency with a 25.00 foot radius curve to the left (Radius point bears North 89°25'38" West); thence Northwesterly along the arc of said curve 40.19 feet through a central angle of 92°06'45"; thence South 88°27'37" West 94.28 feet to the West property line of Plum Tree Shopping Center, thence the following three courses along said West property line, North 43°13'18" East 8.79 feet; North 87°58'07" East 5.63 feet; and North 1°32'23" West 18.71 feet to the North property line of said Plum Tree Shopping Center; thence along said North property line North 88°27'37" East 344.65 feet to the Northeastly property line of said Plum Tree Shopping Center; thence South 46°34' East along said property line 35.37 feet; thence leaving said property line South 88°27'37" West 194.16 feet to the point of tangency with a 25.00 foot radius curve to the left (Radius point bears South 1°32'23" East); thence Southwesterly along the arc of said curve 38.35 feet through a central angle of 87°53'15"; thence South 0°34'22" West 505.13 feet to the point of tangency with a 78.50 foot radius curve to the left (Radius point bears South 89°25'38" East); thence Southeasterly along the arc of said curve 64.59 feet through a central angle of 47°08'22"; thence South 46°34' East 194.74 feet; thence South 43°26' West 201.50 feet to the North Right-of-Way line of University Parkway, said point also being on a 200.70 foot long spiral curve; thence Northwesterly along the arc of said spiral curve and Right-of-Way line 60.10 feet to the point of beginning.

Contains: 1.2405 Acres

Exhibit A - page 14

Description of Pad 4

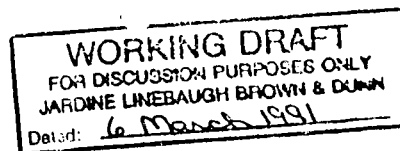
Situated in Utah County, State of Utah, as follows:

BEGINNING at a point which is the intersection of the North right-of-way line of 2230 North Street and the Easterly right-of-way line of University Parkway, said point being North 915.37 feet and West 230.39 feet from the South Quarter corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridian (based on the Utah Coordinate System, Central Zone, bearings of section lines) and running thence Northwesterly along said right-of-way line and along the arc of a 11539.16 foot radius curve to the left (radius point bears South 44°49'53" West) 225.965 feet, through a central angle of 1°07'19"; thence North 43°26' East 124.29 feet; thence North 88°26' East 146.02 feet; thence South 1°34' East 188.87 feet to a point on the Northerly right-of-way line of 2230 North Street, said point also being on a 517.47 foot radius curve to the left (radius point bears South 34°45'59" East); thence Westerly along the arc of said curve and said right-of-way line 98.045 feet through a central angle of 10°51'21" to the point of BEGINNING.

LESS: Beginning at a point which is the intersection of the North right-of-way line of 2230 North Street and the Easterly right-of-way line of University Parkway, said point being North 915.37 feet, and West 230.39 feet from the South quarter corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridian (based on the Utah Coordinate System, Central Zone, bearings of section lines) and running thence Northwesterly along said right-of-way line and the arc of a 11539.16 foot radius curve to the left (radius point bears South 44°49'53" West) 8.00 feet to a point on a 525.47 foot radius curve to the right (radius point bears south 45°36'56" East) thence Northeasterly along the arc of said curve 104.72 feet, thence South 1°34' East 9.53 feet to a point on a 517.47 foot radius curve to the left (radius point bears South 34°45'59" East) thence Southwesterly along the arc of said curve 98.045 feet and along the right-of-way line of said 2230 North Street to the POINT OF BEGINNING. Contains 0.0186 acres.

RECORDED AT THE REQUEST OF,
AND AFTER RECORDING RETURN TO:

Jardine, Linebaugh, Brown & Dunn
A Professional Corporation
370 East South Temple, 4th Floor
Salt Lake City, Utah 84111-1290



ENT 18664 BK 2792 PG 189

(Matter No. 11344)

Third Amendment to Declaration of Easements,
Covenants and Restrictions Affecting Land (ECR)

THIS AMENDMENT (the "Amendment") is entered into effective the ___ day of _____ 1991 by NEW PLUM TREE, a Utah general partnership ("NPT") and certain other "Signing Parties" who have interests in the "Shopping Center" (sometimes referred to as the "Property") (as such terms are defined below).

Recitals:

A. Declaration. Plum Tree Shopping Center, which is located in Provo, Utah County, Utah, is burdened and benefitted by the following documents (collectively the "Declaration" or "ECR"), among others:

A.1. Original Declaration. A "Declaration of Easements, Covenants and Restrictions Affecting Land (ECR)" (the "Original Declaration") that is dated 20 August 1986; that was executed by Granada, Inc., a Utah corporation ("Granada"); and that was recorded in the records of the Utah County, Utah Recorder on 4 September 1986 as entry no. 29349, book 2336, page 258.

A.2. First Amendment. A "First Amendment to Declaration of Easements, Covenants and Restrictions Affecting Land" (the "First Amendment") that is dated 2 April 1987; that was executed by Granada, Plum Tree Associates, a Utah general partnership ("PTA") and others; and that was recorded in the office of the Utah County, Utah Recorder as entry no. 12537, book 2400, page 674.

A.3. Second Amendment. A "Second Amendment to Declaration of Easements, Covenants and Restrictions Affecting Land" that is dated 23 March 1988; that was executed by Granada, PTA and others; and that was recorded in the office of the Utah County, Utah Recorder as entry no. 9917, book 2501, page 907.

All of the capitalized terms that are used in this Amendment shall have the meanings that are set forth for such terms in the Declaration, unless such terms are otherwise defined herein.

B. Sale of Pad 4. NPT has entered into an agreement to sell Pad 4. As a condition of consummating such sale, the

purchaser of Pad 4 has requested the Declaration to be modified as set forth herein.

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C. Consent to Modifications. Subsection B.14.(a) of the Declaration provides that "[the] Declaration may be modified or cancelled only by the written consent of (a) Owners owning eighty percent (80%) of the square footage (including Building Areas and Common Areas) within the Shopping Center and (b) the Supermarket Tenant." The following parties (the "Signing Parties") comprise all of the Owners of the Shopping Center, the Supermarket Tenant and certain other parties who hold interests in the Shopping Center:

C.1 Fee Owners. The following parties own fee simple title to portions of the Shopping Center, which portions collectively comprise 100% of the square footage in the Shopping Center: (a) NPT; (b) Shopko Stores, Inc., d/b/a Uvalko Shopko Stores, Inc., a Minnesota corporation; (c) Peter W. Billings, Jr., trustee of the estate of Granada, Inc., a Utah corporation, debtor, case no. 87C-00693, U.S. Bankruptcy Court, District of Utah, Central Division; and (d) The Training Table Restaurants, Inc., a Utah corporation.

C.2 Supermarket Tenant. The following parties, individually or collectively, comprise the Supermarket Tenant: (a) Provo Limited Partnership, a Nevada limited partnership; (b) Fleming Companies, Inc., an Oklahoma corporation; (c) Fleming Foods West, Inc., a California corporation; (d) Provo Food Corporation, a Nevada corporation; and (e) Danny K. Shaw, Diane Shaw, Larry Larkin, Marilyn Larkin, Michael A. Saltman and Sonja Saltman.

C.3 Lenders. The following parties comprise lenders who presently hold loans that are secured by encumbrances on fee simple title to portions of the Shopping Center: (a) Household Bank, f.s.b.; and (b) _____ [other lender(s)].

C.4 Major Tenants. Cinemark USA, Inc., a Texas corporation, is a major tenant of the Shopping Center.

D. Description of Shopping Center. The Shopping Center is located in Utah County, Utah and is described more particularly on exhibit B that is attached hereto.

NOW, THEREFORE, for good and valuable consideration, the legal adequacy of which is hereby acknowledged, the Signing Parties hereby amend the Declaration as follows:

1. Duration of Declaration. Subsection B.14.(d) of the Declaration is hereby amended in its entirety to read as follows:

(d) Duration: Unless otherwise cancelled and terminated, the Declaration and all of the easements, rights and obligations hereof shall be perpetual.

2. Restoration of Pad Improvements. The following phrase is hereby inserted at the end of the second full sentence in subsection B.9.(c) of the Declaration, which sentence begins "In the event of damage and destruction of any improvement on the Shopping Center, . . .":

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; provided, however, that the Owner of any Pad in the Shopping Center may elect instead to do the following at its expense: demolish all such improvements; remove the debris; compact, level and grade the Pad to the same level as surrounding Common Area; and pave and stripe the Pad as part of the Common Area.

Nothing that is contained in the Declaration shall prevent a Pad Owner from thereafter improving the Pad in accordance with the provisions of the Declaration.

3. Modification/Cancellation. The following phrase is hereby inserted at the end of the first full sentence of subsection B.14.(a) of the Declaration, which sentence begins "This Declaration may be modified or cancelled . . .":

, and (c) the Owner of each Pad, in the event of the cancellation or other termination of the Declaration, and

(d) the Owner of any Pad, in the event of a modification or cancellation of any access, utility, parking, or other easement which would materially and adversely affect such Pad, and

(e) the Owner of Pad 4, in the event of a modification (i) which would change the Common Area or the use or layout thereof on that portion of the Shopping Center which is crosshatched on the map attached to the third amendment of this Declaration as exhibit A and by this reference made a part hereof, in such a way that would materially and adversely affect Pad 4, or (ii) which would reduce the ratio of car spaces to Building Area as set forth in section B.5 of the Declaration, as amended by the First Amendment.

Notwithstanding anything in this Declaration to the contrary, any change in the crosshatched Common Area described in subsection B.14(a)(e) above or any change in the use or layout thereof, and any reduction in the ratio of car spaces to Building Areas will be considered a modification to which subsection B.14(a) applies.

4. Counterparts. For the convenience of the Signing Parties, this Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument. This Amendment shall be effective when one or more of such counterparts has been executed by each Signing Party and delivered.

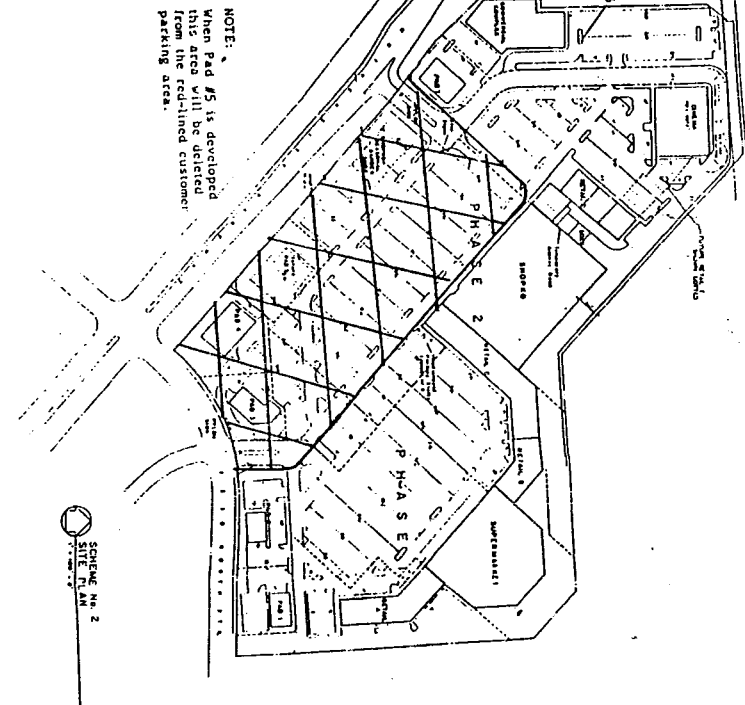
ENT18664 BK 2792 PG 192

THIRD AMENDMENT TO DECLARATION OF EASEMENTS,
COVENANTS AND RESTRICTIONS AFFECTING LAND (EOR)

ENT 9917 BK 2501 PG 934

ENT 9917 BK 2501 PG 935

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NOTE:
When Pad #5 is developed
this area will be deleted
from the required customer
parking area.

SCHEME No. 2
SITE PLAN

PLUM TREE SHOPPING CENTER
a joint development by:
- HAWES-IVORY COMPANY
- WRIGHT-LEASURE DEVELOPMENT COMPANY

PROVO, UTAH
BAROOK PAGE
ARCHITECTS