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UTAH

Please cross reference:
Assignments and Loan Documents
Described on Schedule I, attached hereto

RETURN TO: Angela Ritterspach
Title First Agency, 555 S. Front St.,
Suite 400, Columbus, OH 43215

Prepared by and return to:
Catherine P. Powell, Esquire
Tatum Levine & Powell, LLP
1199 Oxford Road, N.E.
Atlanta, Georgia 30306

**CONSOLIDATED, AMENDED AND RESTATED
ASSIGNMENT OF PURCHASE PRICE**

From

**WENDY'S OF COLORADO SPRINGS, INC.
TRIWEST RESTAURANTS, LLC
HOLLAND BUERK ENTERPRISES, INC.
HOLLAND REAL ESTATE, LLC
GREAT WESTERN RESTAURANTS, INC.
GC POWERS, LLC
RICHARD W. HOLLAND
("ASSIGNOR")**

In favor of:

**BANK OF AMERICA, N.A.
("ASSIGNEE")**

This document is be filed in the county listed below:

	Store #	Address	County	State	Prop. Type
1.	283	260 N. Main St, Moab, UT	Grand	UT	Fee

CONSOLIDATED, AMENDED AND RESTATED
ASSIGNMENT OF PURCHASE PRICE

THIS CONSOLIDATED, AMENDED AND RESTATED ASSIGNMENT OF PURCHASE PRICE (this "Assignment") is made this 30th day of June, 2004 by WENDY'S OF COLORADO SPRINGS, INC., a Colorado corporation, TRIWEST RESTAURANTS, LLC, an Arizona limited liability company, HOLLAND BUERK ENTERPRISES, INC., an Ohio corporation, HOLLAND REAL ESTATE, LLC, a Colorado limited liability company, GREAT WESTERN RESTAURANTS, INC., a Colorado corporation, and GC POWERS, LLC, a Colorado limited liability company and RICHARD W. HOLLAND, an individual residing in the State of Colorado (hereinafter collectively called "Assignor") whose address is 1515 N. Academy Boulevard, Suite 400, Colorado Springs, CO 80909 in favor of BANK OF AMERICA, N.A., a national banking association organized and existing under the laws of the United States of America, whose mailing address is Post Office Box 4899, Atlanta, Georgia 30302-4899 (hereinafter called "Assignee");

W I T N E S S E T H: That

WHEREAS, FLEET BUSINESS CREDIT, LLC (f/k/a Sanwa Business Credit Corporation)("Prior Lender") made those certain loans, from time to time, collectively or singly, to Assignor (collectively, the "Fleet Loans), which were evidenced by those certain loan documents (collectively, the "Fleet Loan Documents") entered into from time to time by and between Assignor and Prior Lender, and described on Schedule I, attached hereto, and by this reference made a part hereof, and incorporated herein; and

WHEREAS, Assignor was further indebted to Prior Lender and General Electric Capital Business Asset Funding Group ("GE") collectively with respect to certain other loans (the "Fleet/GE Loans") which were evidenced by certain loan documents (collectively, the "Fleet/GE Loan Documents"), entered into from time to time by and between Assignor, Prior Lender and GE, and described on Schedule I, attached hereto; and

WHEREAS, on March 29, 2004, pursuant to the terms and conditions of that certain Assignment and Assumption of Loans, Loan Documents and Collateral, entered into by and between Prior Lender, on behalf of itself and on behalf of GE, and Assignee and recorded in the applicable counties in which the Premises (hereinafter defined) are located (the "Fleet Assignment"), Prior Lender and GE collectively transferred and assigned to, and Assignee assumed from, Prior Lender and GE: (i) the Fleet Loans, the Fleet Loans Documents, the Fleet/GE Loans, and the Fleet/GE Loan Documents, (ii) any and all of Prior Lender's and GE's rights, title, and security interests in and to any and all of the collateral, collateral locations, property, equipment and the like securing the Fleet Loans and the Fleet/GE Loans, including, without limitation, (a) those certain improved tracts of real property owned and/or leased by Assignor and operated as Wendy's Restaurants, Golden Corrals and an office building as more particularly described on Exhibit "A", attached hereto and by this reference made a part hereof, (b) any and all furniture,

fixtures, equipment, signage and other personal property relating thereto, and (c) any other collateral securing the Fleet Loans and Fleet/GE Loans, and (iii) the obligations of Fleet and Fleet/GE, as "Lender" under the Fleet Loans, Fleet/GE Loans, Fleet Loan Documents, and Fleet/GE Loan Documents; so that from and after March 29, 2004, the rights, title, obligations, and collateral arising in connection with, relating to, or securing the Fleet Loans, the Fleet/GE Loans and the respective loan documents relating thereto, are owned and held by Assignee; and

WHEREAS, Assignor is further indebted to Assignee pursuant to certain loans and/or guarantees (collectively, the "Original BOA Loans"); evidenced and/or secured by various loan documents, including, without limitation, (i) that certain Consolidated, Amended and Restated Loan and Security Agreement dated of even date herewith, by and between Assignor, Assignee and the "Guarantors" described therein, which consolidates, amends and restates, that certain original Loan Agreement by and between said parties and dated April 9, 2002 (as consolidated, amended, and restated, the "Loan Agreement"), (ii) those certain Deeds of Trust/ Mortgages and Security Agreements encumbering certain improved properties (collectively, the "Original Deeds"), (iii) those certain Assignments of Lessor's/Lessee's Interest in Leases (collectively, the "Original Assignments"), and (iv) those certain Assignments of Purchase Price (collectively, the "Original Purchase Price Assignments"), and other loan documents, all of which are described on Schedule I attached hereto (collectively, the "Original BOA Loan Documents"); capitalized terms used herein shall have the meanings ascribed to them in the Loan Agreement, unless otherwise defined herein; and

WHEREAS, Assignee and Assignor desire to consolidate, amend and restate the Fleet Loans, the Fleet/GE Loans, the Fleet Loan Documents, and the Fleet/GE Loan Documents, all as assigned and assumed by Assignee pursuant to the Fleet Assignment, and the Original BOA Loans and Original BOA Loan Documents, and have contemporaneously herewith entered into (i) the Loan Agreement, and (ii) that certain Consolidated Amended and Restated Term Note dated of even date herewith in the original principal amount of \$45,000,000.00, and having a maturity date of July 1, 2011, which consolidates, amends and restates the notes originally evidencing the indebtedness relating to the Fleet Loans, the Fleet/GE Loans and the Original BOA Loans (the "Loan"), and desire to enter into this Assignment for purposes of consolidating, amending, and restating each and every one of the Original Purchase Price Assignments described on Schedule I attached hereto, into this Assignment, so that from and after the date hereof, this Assignment, together with all other Loan Documents, shall secure and evidence the Obligations; and

WHEREAS, Assignor intends to utilize the funds advanced by Assignee under the Note, for, among other purposes, the refinancing of existing indebtedness secured by certain Collateral and Collateral Locations which are described on Exhibit "A", attached hereto and made a part hereof (collectively, the Property); and

WHEREAS, pursuant to the terms of those certain Franchise/License Agreements entered into between Wendy's International, Inc. and Golden Corral Franchising Systems, Inc. (in either event, singly, or collectively, the "Franchisor"), and Assignor (the "Franchisee"), Franchisor is given the option to purchase the Property or Assignor's leasehold interest therein, upon the

occurrence of certain conditions set forth in the Franchise Agreement pursuant to the terms set forth therein; and

WHEREAS, because the rights of Franchisor under the Franchise Agreement shall not be subordinated to Assignee's lien created under Assignor Note, Assignee has requested and Assignor has agreed to execute and deliver this Assignment to Assignee as a condition precedent to Assignee closing the Loan pursuant to which Assignor shall, among other things, assign any and all of its rights, title and interest in and to any sums to be paid by Franchisor to Assignor under the Franchise Agreement to Assignee;

NOW THEREFORE, for and in consideration of the economic benefits to be derived by Assignor from the funding of the Loan by Assignee, the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto intending to be legally bound hereby, agree (i) that effective of even date herewith, the Original Purchase Price Assignments have been and all hereby are consolidated, amended, restated and merged into and with this Assignment so that henceforth this Assignment, together with any and all other documents, instruments, and/or agreements evidencing and/or securing the Obligations shall collectively secure the Obligations and the Assignee's lien in and to the collateral encumbered thereby, and (ii) as follows:

1. DEFINITIONS. Capitalized terms used herein shall have the meanings ascribed to them in the Franchise Agreement, unless otherwise defined herein.

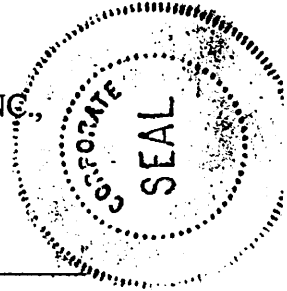
2. ASSIGNMENT OF PURCHASE PRICE. Effective as of even date herewith, and to the extent permitted under the applicable Franchise Agreement, Assignor hereby transfers, assigns and sets over to Assignee all of Assignor's right, title and interest in and to any and all sums paid by Franchisor to Assignor pursuant to the terms of the Franchise Agreement, regardless of whether such sums are in cash, cashiers check or by wire transfer of immediately available funds, including, without limitation, any earnest money deposit paid and any and all funds paid as the purchase price, but in an amount not to exceed the outstanding balance of the Loan. For the avoidance of doubt, "purchase price" shall mean and include, as the case may be, any and all sums paid by Franchisor on account of the Property, whether the fee or leasehold interest, and on account of all other verifiable costs and expenses, incurred and paid by Assignor relating to the planning, designing and constructing of the building and other improvements on the Property, including engineering and/or architectural fees, costs of permits, tap fees and impact fees. Notwithstanding the foregoing, this Assignment is for the purpose of securing the repayment of the Loan to Assignee, and upon the full repayment thereof of all principal, interest and other charges, this Assignment and all rights of Assignee hereunder shall cease and terminate.

3. NO ASSUMPTION OF RESPONSIBILITY. Notwithstanding Assignee's receipt of the sums described in Section 2 hereof, Assignee shall not be responsible for, nor shall Assignee assume any liability, responsibility or obligation of Assignor under the Franchise Agreement.

IN WITNESS WHEREOF, Assignor has executed this Assignment under seal and Assignor has delivered this Assignment to Assignee, all the day and year first written above.

ASSIGNOR:

WENDY'S OF COLORADO SPRINGS, INC.,
a Colorado corporation



[Signature]
Witness
[Signature]
Witness

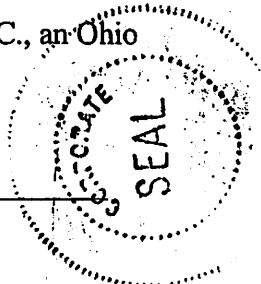
By: [Signature]
Thomas J. Reinhard, Secretary ,

TRIWEST RESTAURANTS, LLC,
an Arizona limited liability company
By: Wendy's of Colorado Springs, Inc.,
a Colorado corporation

[Signature]
Witness
[Signature]
Witness

By: [Signature]
Thomas J. Reinhard, Secretary /

HOLLAND BUERK ENTERPRISES, INC., an Ohio
corporation



[Signature]
Witness
[Signature]
Witness

By: [Signature]
Thomas J. Reinhard, Secretary

HOLLAND REAL ESTATE, LLC, a Colorado limited liability company

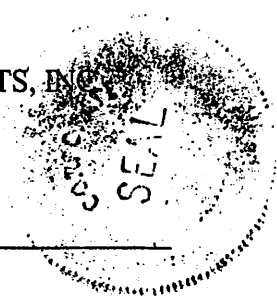
Witness [Signature]
[Signature]
Witness

By: [Signature]
Thomas J. Reinhard, Manager

GREAT WESTERN RESTAURANTS, INC. a Colorado corporation

Witness [Signature]
[Signature]
Witness

By: [Signature]
Thomas J. Reinhard, Secretary



GC POWERS, LLC, a Colorado limited liability company

Witness [Signature]
[Signature]
Witness

By: [Signature]
Thomas J. Reinhard, Manager

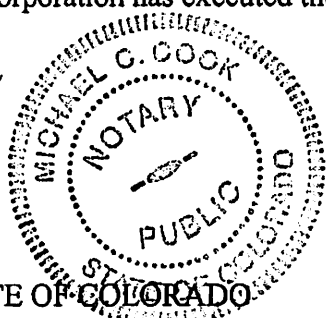
Witness [Signature]
[Signature]
Witness

[Signature]
Richard W. Holland

STATE OF COLORADO
COUNTY OF EL PASO

On this 30th day of June, 2004, Thomas J. Reinhard personally appeared before me Michael C. Cook, who being by me duly sworn and affirmed, did say that he is the Secretary of Wendy's of Colorado Springs, Inc., a Colorado corporation, and that said instrument was signed in behalf of said corporation by authority of its bylaws and said Thomas J. Reinhard acknowledged to me that said corporation has executed the same.

SEAL

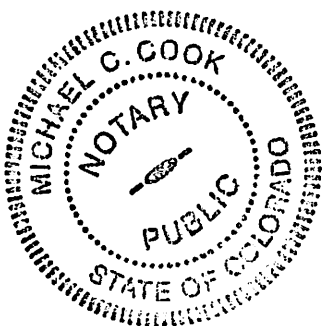


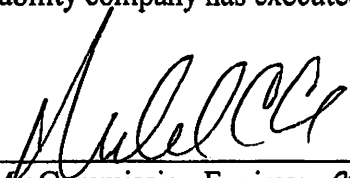

My Commission Expires: 9/25/06

STATE OF COLORADO
COUNTY OF EL PASO

On this 30th day of June, 2004, Thomas J. Reinhard personally appeared before me Michael C. Cook, who being by me duly sworn and affirmed, did say that he is the Secretary of Wendy's of Colorado Springs, Inc., a Colorado corporation, the Manager of Triwest Restaurants, L.L.C., an Arizona limited liability company and that said instrument was signed in behalf of said limited liability company by authority of its articles of organization and said Thomas J. Reinhard acknowledged to me that said limited liability company has executed the same.

SEAL

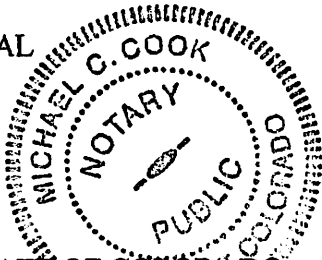


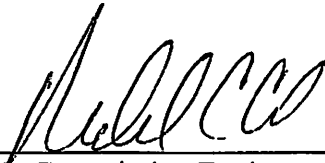

My Commission Expires: 9/25/06

STATE OF COLORADO
COUNTY OF EL PASO

On this 30th day of June, 2004, Thomas J. Reinhard personally appeared before me Michael C. Cook, who being by me duly sworn and affirmed, did say that he is the Secretary of Holland Buerk Enterprises, Inc., an Ohio corporation, and that said instrument was signed in behalf of said corporation by authority of its bylaws and said Thomas J. Reinhard acknowledged to me that said corporation has executed the same.

SEAL

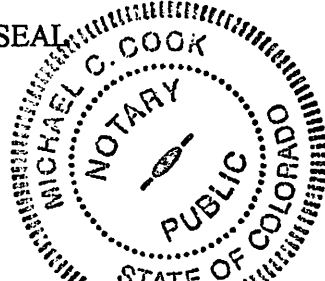


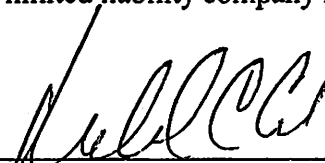

My Commission Expires: 9/25/06

STATE OF COLORADO
COUNTY OF EL PASO

On this 30th day of June, 2004, Thomas J. Reinhard personally appeared before me Michael C. Cook, who being by me duly sworn and affirmed, did say that he is the Manager of Holland Real Estate, LLC, a Colorado limited liability company and that said instrument was signed in behalf of said limited liability company by authority of its articles of organization and said Thomas J. Reinhard acknowledged to me that said limited liability company has executed the same.

SEAL





My Commission Expires: 9/25/06

STATE OF COLORADO
COUNTY OF EL PASO

On this 30th day of June, 2004, Thomas J. Reinhard personally appeared before me Michael C. Cook, who being by me duly sworn and affirmed, did say that he is the Secretary of Great Western Restaurants, Inc., a Colorado corporation, and that said instrument was signed in behalf of said corporation by authority of its bylaws and said Thomas J. Reinhard acknowledged to me that said corporation has executed the same.

SEAL

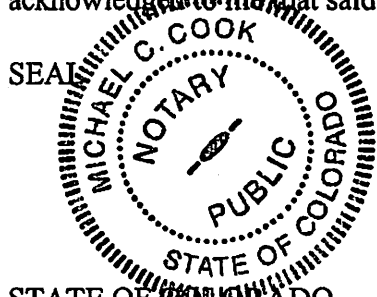




My Commission Expires: 9/25/06

c:\Bar\Amer\WCS\Assign\PP\Fran\se Agt).CO

STATE OF COLORADO
COUNTY OF EL PASO

On this 30th day of June, 2004, Thomas J. Reinhard personally appeared before me Michael C. Cook, who being by me duly sworn and affirmed, did say that he is the Manager of GC Powers, LLC, a Colorado limited liability company and that said instrument was signed in behalf of said limited liability company by authority of its articles of organization and said Thomas J. Reinhard acknowledged to me that said limited liability company has executed the same.

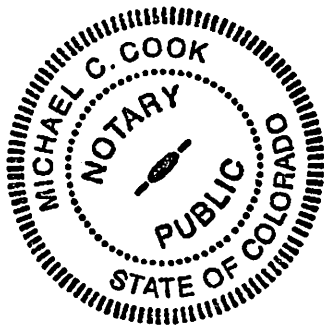



My Commission Expires: 9/25/05

STATE OF COLORADO
COUNTY OF EL PASO

On this 30th day of June, 2004, Richard W. Holland personally appeared before me Michael C. Cook, who being by me duly sworn and affirmed, did say that said instrument was signed in his name and on his behalf.

SEAL




My Commission Expires: 9/25/05

SCHEDULE I
LIST OF EXISTING LOAN DOCUMENTS
(Fleet/Fleet-GE/BOA)

c:\BankAmer\WCS\AssgnPP(Franchise Agt).CO

E 464415 B 0629 P 184

PRIOR RECORDED DOCUMENTS

EXISTING ASSIGNED FLEET LOAN DOCUMENTS

Collateral Units Encumbered	Security Documents
<p>3704 N. Academy 6464 S. Highway 85-87 520 Mountain View Blvd. 701 East North St. MRHC Loan Fees</p>	<p>First Deed of Trust, Assignment of Leases and Rents and Security Agreement 10/21/92 Rick and Fleet, as successor to Sanwa, Book 6062, Page 656, El Paso county Recorder, as amended as described below***</p> <p>First Mortgage-180 Redemption, Assignment of Leases and Rents and Security Agreement - 10/21/92 -Book 47, Page 6693, Pennington County, South Dakota from Rick to Sanwa as amended as described below***</p> <p>First Leasehold Deed of Trust, Assignment of Leases and Rents and Security Agreement 10/21/92, WCS to Public Trustee of El Paso County to Sanwa, Book 6062, Page 600, El Paso County, CO, *** as amended as described below</p> <p>Assignment of Rights in Leases 10/21/92 WCS to Sanwa Recorded 400820, Teller County, Colorado</p> <p>Assignment of Rents in Leases 10/21/92 WCS to Sanwa Book 48, 1556, Pennington County, Rapid City, SD</p> <p>Assignment of Rents in Leases 10/21/92 WCS to Sanwa No 988950, Book 2621, Page 575, Pueblo County, CO, as amended by Partial Release 1/20/98, No: 1203336, Book 2081, Page 201, Pueblo County, CO.</p> <p>Assignment of Rents in Leases 10/21/92 WCS to Sanwa No DC92397898, Book 1093, Page 0704, Douglas County, CO</p> <p>Assignment of Rents in Leases 10/21/92 WCS to Sanwa, Book 6062, Page 634, El Paso County, CO</p> <p>Assignment of Rents in Leases 10/21/92 WCS to Sanwa Book 679, Page 0294 Routt County, Colorado</p> <p>Assignment of Rights in Leases 10/21/92 WCS to Sanwa No: 635999, LaPlata County, CO</p>
<p>1541 S. Nevada 1101 Royal Gorge Boulevard 1840 Main Avenue</p>	
<p>2340 S. Townsend 2010 North Avenue</p>	<p>First Deed of Trust, Assignment of Leases and Rents and Security Agreement 7/27/93, Rick to Trustee to Sanwa, Reception 589528, Book 858, Page 50, Montrose County, CO</p> <p>First Amendment to First Deed of Trust, Assignment of Leases and Rents and Security Agreement 7/27/93, Rick to Trustee to Sanwa, Book 6230, Page 112, No: 002332459, El Paso County, CO</p> <p>First Deed of Trust, Assignment of Leases and Rents and Security Agreement 7/27/93, Rick to Trustee to Sanwa, Book 1996, Page 842, Mesa County, CO.</p> <p>First Amendment to First Deed of Trust, Assignment of Leases and Rents and Security</p>

	<p>Agreement 7/27/93, Rick to Trustee to Sanwa, Book 1137, Page 111, Fremont County, CO</p> <p>First Amendment to First Deed of Trust, Assignment of Leases and Rents and Security Agreement 7/27/93, Rick to Trustee to Sanwa, Reception: 651185, LaPlata County, CO</p> <p>First Amendment to Second Deed of Trust, Assignment of Leases and Rents and Security Agreement 7/27/93, Rick to Trustee to Sanwa, Reception No: 002332460, El Paso County, CO</p> <p>First Leasehold Deed of Trust, Assignment of Leases and Rents and Security Agreement 7/27/93, Rick to Trustee to Sanwa, Book 1996, Page 875, Mesa County, CO</p> <p>First Amendment to Second Leasehold Deed of Trust, Assignment of Leases and Rents and Security Agreement 7/27/93, Rick to Trustee to Sanwa, Reception: 002332461, Book 6230, Page 131, El Paso County, CO</p> <p>First Amendment to Second Mortgage – 180 Day Redemption, Assignment of Leases and Rents and Security Agreement 7/27/93, Rick to Sanwa, Book 51, Page 1461, Pennington County, SD</p> <p>Assignment of Rights in Leases 7/27/93, WCS to Sanwa, Book 858, Page 83, Reception No: 589259, Montrose County, CO</p> <p>Assignment of Rights in Leases 7/27/93, WCS to Sanwa, Book 1996, Page 910, Mesa County, CO</p>
<p>1104 E. Fillmore 243 E. Main</p>	<p>First Deed of Trust, Assignment of Leases and Rents and Security Agreement 11/30/93, Rick to Sanwa, No: 002398090, El Paso County, CO</p> <p>First Deed of Trust, Assignment of Leases and Rents and Security Agreement 11/30/93, Rick to Sanwa, Book 0683, Page 310, Montezuma County, CO</p> <p>First Amendment to First Deed of Trust, Assignment of Leases and Rents and Security Agreement 11/30/93, Rick to Sanwa Book 2032, Page 742, Mesa County, Co</p> <p>First Amendment to First Leasehold Deed of Trust, Assignment of Leases and Rents and Security Agreement 11/30/93, Rick to Sanwa Book 2032, Page 750, Mesa County, Co</p> <p>First Amendment to First Deed of Trust, Assignment of Leases and Rents and Security Agreement 11/30/93, Rick to Sanwa Reception: 593112, Montrose County, CO</p> <p>Second Amendment to First Deed of Trust, Assignment of Leases and Rents and Security Agreement 11/30/93, Rick to Sanwa Book 6329, Page 896, No: 002398093, El Paso County, CO</p> <p>Second Amendment to First Deed of Trust, Assignment of Leases and Rents and Security Agreement 11/30/93, Rick to Sanwa No:59377, LaPlata County, CO</p> <p>Second Amendment to First Deed of Trust, Assignment of Leases and Rents and Security Agreement 11/30/93, Rick to Sanwa Book 1168, Page 162, Fremont County, CO</p> <p>Second Amendment to Second Mortgage-180 Day Redemption Assignment of Leases and Rents and Security Agreement 11/30/93, Rick to Sanwa, Book 53, Page 153, Pennington County, SD</p> <p>Second Amendment to Second Deed of Trust, Assignment of Leases and Rents and Security Agreement 11/30/93, Rick to Sanwa, Book 6329, Page 886, No: 002398092, El Paso County,</p>

	<p>CO</p> <p>Second Amendment to Second Leasehold Deed of Trust, Assignment of Leases and Rents and Security Agreement 11/30/93, WCS to Sanwa, Book 6329, Page 905, No: 002398094, El Paso County, CO</p> <p>Assignment of Rights in Leases 11/30/93, WCS to Sanwa Recorded No: 002398089, Book 6329, Page 833, El Paso County, CO Records</p> <p>Assignment of Rights in Leases 11/30/93, WCS to Sanwa Book 0683, Page 351, Montezuma County, CO Records</p>
260 N. Main	
1442 Shoup, Wauseon, OH	<p>Mortgage, Security Agreement, Financing Statement and Assignment of Rents and Leases 6/28/95, Rick to Sanwa, Book 329, Page 621, Fulton County, Ohio</p> <p>Assignment of Rights in Lease 6/28/95, HBE to Sanwa, Book 30, Page 274, Fulton County, Ohio, No 45997 (Wauseon)</p> <p>Assignment of Rights in Lease, 6/38/95, HBE to Sanwa, No: 9507367, Noble County, Indiana (Kendallville)</p>
3406 N. Elizabeth St. Pueblo Colorado 81005 Great Western Restaurants, Inc. Tax Id 84-1372949 260 W. Main St, Moab, Grand County, Utah	<p>Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents and Leases Reception No: 1305688, Pueblo County, CO 9/20/99 from Rick to Fleet Bus.</p> <p>Assignment of Rights in Leases 9/20/99, Great Western Restaurants, Inc. to Fleet Bus. Reception No. 1305689, Pueblo County, CO</p> <p>Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents and Leases 7/24/95 Rick to Trustee to Sanwa, Entry No: 434401, Grand County, Utah - Moab, as amended by Partial Reconveyance 7/25/95, Entry No:448621, Book 0536, Page 121, Grand County, Utah-Moab</p> <p>Assignment of Rights in Lease 7/24/95, WCS to Sanwa, Entry No: 434403, Grand County, Utah-Moab</p>
120 West North	Mortgage, Security Agreement, Financing Statement and Assignment of Rents and Leases 3/20/96 Rick to Sanwa, No: 9603468, Noble County, Indiana (Kendallville)
222 N. Wahsatch Ave. Colorado Springs, CO 80910 Store 202 Leased Rick and WCS	<p>Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents and Leases dated 11/1/96, Rick to Sanwa Filed at: 96141157, El Paso County, Colorado, as modified by Subordination Agreement 11/5/96, By Sanwa Business Credit corporation recorded at 96141159, El Paso County, CO</p> <p>Assignment of Rents in Lease 11/1/96, WCS to Sanwa, No: 96141158, El Paso County, CO</p>
1910 S. Academy/Chelton Store 208-	See Above
875 Kinner St., Castle Rock, CO Store #221	<p>Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents and Leases dated 7/16/96, Rick to Sanwa Filed at: DC9638929, Douglas County, Colorado, as modified by Subordination Agreement 7/16/96, By Sanwa Business Credit corporation recorded at DC 9638932</p> <p>Agreement of Subordination, Nondisturbance and Attornment, Sanwa and Colorado Springs Radiologists Investments, LLC 12/22/97</p> <p>Agreement of Subordination, Nondisturbance and Attornment, Sanwa and WCS 12/29/97</p> <p>Deed of Trust and Subordination Agreement 12/23/97 by Pueblo Bank and Trust Company</p>

	<p>to Sanwa Business Credit Corporation filed at No: 0988001449, El Paso County, CO</p> <p>Agreement of Subordination, Nondisturbance and Attornment, Sanwa and US West Communications Wireless Group, 12/24/97 File No: 098001450, El Paso County, CO</p> <p>Agreement of Subordination, Nondisturbance and Attornment, Sanwa Western PCS II Corporation, 12/23/97 File No: 098001451, El Paso County, CO</p>
3207 Hwy 6 & 24	See Below
3320 E. Northern Store #232	<p>Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents and Leases, 1/28/98 Reception No: 1203334, Book 3081, Page 174, Pueblo county, CO, Rick to Trustee to Sanwa,</p> <p>Assignment of Rights in Lease 1/28/98, WCS to Sanwa, Reception 1203335, Book 3081, Page 192, Pueblo County, CO</p>
Great Western Restaurants	
Great Western Restaurants	
Office- 1515 North Academy Boulevard Colorado Springs, CO	<p>Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents and Leases Reception No: 098001447, El Paso County, CO 12/19/97 from Rick to Public Trustee of El Paso to Fleet Bus.</p> <p>Assignment of Rents and Leases Reception No: 098001448, El Paso County, CO, 12/19/97</p>
GC Powers – 1970 Wynoka Colorado Springs, CO	Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents and Leases Reception No: 201010859, El Paso County, CO 1/19/01 from Rick to Public Trustee of El Paso to Fleet Bus..
Rick, Borrower GC Powers, LLC, a Colorado limited liability company, as Guarantor	Assignment of Rights in Leases 1/19/01, GC Powers, LLC to Fleet Bus. Reception No. 201010860, El Paso County, CO
GC Powers-1970 Wynoka Colorado Springs, CO	***See above
4903A E. Main St.	See Above
3367 Sterns Rd, Lambertville, Monroe County, MI	Mortgage, Security Agreement, Financing Statement and Assignment of Rents and Leases 4/19/00, Rick to Fleet Bus No: 200000002006, Williams County, OH, Book 13 Page 475, and Re-recorded at No: 200000004917, Book 24, Page 982, Williams County, OH
1130 East High St. Bryan, Williams County, OH –	Mortgage, Security Agreement, Financing Statement and Assignment of Rents and Leases 4/19/00, Rick to Fleet Bus. Book 1901, Page 0367, Monroe county, MI records
Both Sites: Rick owns Real Estate, HBE FF&E	<p>Assignment of Rents in Leases 4/19/00 HBE to Fleet Bus. No: 200000002007, Book 13, Page 489, Williams County, OH</p> <p>Assignment of Rents in Leases 4/19/00 HBE to Fleet Bus. Liber: 1901, Page 0381, Monroe County, MI</p>
Cross collateralized/Cross defaulted existing collateral re: Tucson, AZ	***First Deed of Trust, Assignment of Leases and Rents and Security Agreement 10/21/92 by Rick to Fleet Business Credit Corporation, Book 6062, Page 656, El Paso County, CO, as amended by Modification of First Deed of Trust, Assignment of Leases and Rents and Security Agreement 10/31/00 by Rick to Fleet Business Credit Corporation, Recorded No: 201062005, El Paso County, CO

Second Deed of Trust, Assignment of Leases and Rents and Security Agreement 6/25/93 from Rick to Fleet Bus, Book 6206, Page 932, El Paso County, CO,

First amendment to Second Deed of trust, Assignment of Leases and Rents and Security Agreement 7/27/93, Book 6230, Page 121, El Paso County, CO

Second Amendment to Second Deed of Trust, Assignment of Leases and Rents and Security Agreement dated November 30, 1993, Book 6329, Page 886, El Paso County, CO

Third Amendment to Second Deed of Trust, Assignment of Leases and Rents and Security Agreement 4/15/94, Book 6441, Page 761, El Paso, CO

Modification of Second Deed of Trust, Assignment of Leases and Rents and Security Agreement dated 10/31/00, by Rick to Fleet Bus. Credit Corp
No: 201062006, El Paso, CO

Modification of First Leasehold Deed of Trust, Assignment of Leases and Rents and Security Agreement 10/31/00, Rick/Fleet Bus.
No 201019582, El Paso, CO (First Leasehold DOT info above)

Second Leasehold Deed of Trust, Assignment of Leases and Rents and Security Agreement dated 6/25/93, Book 6206, Page 965, El Paso County, CO, as amended by Partial Release dated 6/4/01, and recorded at: 201085396, El Paso County, CO

First Amendment to Second Leasehold Deed of Trust, Assignment of Leases and Rents and Security Agreement dated 7/27/93, Book 6230, Page 131, El Paso County, CO

Second Amendment to Second Leasehold Deed of Trust dated 11/30/93, Book 6329, Page 905, El Paso County, CO records;

Third Amendment to Second Leasehold Deed of Trust dated 4/15/94, Book 6441, Page 753, El Paso County, CO

Modification of Second Leasehold Deed of Trust, Assignment of Leases and Rents and Security Agreement 10/31/00, Rick and Fleet Bus.
No: 201019583, El Paso County, Colorado

Modification of First Mortgage-180 Day Redemption, Assignment of Leases and Rents and Security Agreement dated 10/31/00, by Rick/Fleet Bus. Book 88:, Page 2143, Pennington, SD (First Mortgage 180 Day Redemption info above)

Second Mortgage-180 Day Redemption, Assignment of Leases and Rents and Security Agreement 6/25/93 Rick to Fleet bus, Book 50, 9219, Document No: 19710, Pennington County, SD

First Amendment to Second Mortgage-180 Day Redemption, Assignment of Leases and Rents and Security Agreement 7/27/93, Book 51; Page 1461, Document No 20586 Pennington County, SD

Second Amendment to Second Mortgage-180 Day Redemption, Assignment of Leases and Rents and Security Agreement 11/30/99, Book 53, Page 153, Document No: 27936, Pennington County, SD Register of Deeds

Third Amendment to Second Mortgage-180 Day Redemption, Assignment of Leases and Rents and Security Agreement 4/15/94, Book 54, Page 9362, Document No: 35801,

Pennington County, SD

Modification of Second Mortgage -180 Day Redemption, Assignment of Leases and Rents and Security Agreement 10/31/00, Book 88, Page 2149, Pennington County, SD

First Deed of Trust, Assignment of Leases and Rents and Security Agreement 6/25/93 Rick to Fleet Bus, Book 6206, Page 897, El Paso County, CO, as amended by Partial Release of Deed of Trust Recorded at No: 201011390, El Paso County, CO

First Amendment to First Deed of Trust, Assignment of Leases and Rents and Security Agreement 7/27/93, Book 6230, Page 112, El Paso County, CO

Second Amendment to First Deed of Trust, Assignment of Leases and Rents and Security Agreement 11/30/93, Book 6329, Page 896, El Paso County, CO

Third Amendment to First Deed of Trust, Assignment of Leases and Rents and Security Agreement 4/15/94, Book 6440, Page 694, El Paso County, CO

Modification of First Deed of Trust, Assignment of Leases and Rents and Security Agreement 10/31/00, No: 201032930, El Paso County, CO

First Deed of Trust, Assignment of Leases and Rents and Security Agreement 6/25/93 Rick to Fleet Bus, Book 1129, Page 240, Fremont County, CO

First Amendment to First Deed of Trust, Assignment of Leases and Rents and Security Agreement 7/27/93, Book 1137, Page 111, Fremont County, CO

Second Amendment to First Deed of Trust, Assignment of Leases and Rents and Security Agreement 11/30/93, Book 1168, Page 162, Fremont County, CO

Third Amendment to First Deed of Trust, Assignment of Leases and Rents and Security Agreement 4/15/94, Book 1184, Page 835, Fremont County, CO

Modification of First Deed of Trust, Assignment of Leases and Rents and Security Agreement 10/31/00, No: 726727, Fremont County, CO

First Deed of Trust, Assignment of Leases and Rents and Security Agreement 6/25/93 Rick to Fleet Bus, Reception No. 649231, LaPlata County, CO

First Amendment to First Deed of Trust, Assignment of Leases and Rents and Security Agreement 7/27/93, Reception No 651185, LaPlata County, CO

Second Amendment to First Deed of Trust, Assignment of Leases and Rents and Security Agreement 11/30/93, Reception No: 659377, La Plata County, CO

Third Amendment to First Deed of Trust, Assignment of Leases and Rents and Security Agreement 4/15/94, Reception No 6677979, La Plata County, CO

Modification of First Deed of Trust, Assignment of Leases and Rents and Security Agreement 10/31/00, Reception No: 800593, La Plata County, CO

First Deed of Trust, Assignment of Leases and Rents and Security Agreement 7/27/93 Rick to Fleet Bus, Reception No. 589258, Montrose County, CO

First Amendment to First Deed of Trust, Assignment of Leases and Rents and Security Agreement 11/30/93, Reception No 593112, Montrose County, CO

Second Amendment to First Deed of Trust, Assignment of Leases and Rents and Security Agreement 4/15/94, Reception No: 597721, Montrose County, CO

Modification of First Deed of Trust, Assignment of Leases and Rents and Security Agreement 10/31/00, Reception No: 671960, Montrose County, CO

First Deed of Trust, Assignment of Leases and Rents and Security Agreement 7/27/93 Rick to Fleet Bus, Book 1996, Page 842, Mesa County, CO

First Amendment to First Deed of Trust, Assignment of Leases and Rents and Security Agreement 11/30/93, Book 2032, Page 742, Mesa County, CO

Second Amendment to First Deed of Trust, Assignment of Leases and Rents and Security Agreement 4/15/94, Book 2069, Page 52, Mesa County, CO

Modification of First Deed of Trust, Assignment of Leases and Rents and Security Agreement 10/31/00, Book 2804, Page 362, Mesa County, CO

First Deed of Trust, Assignment of Leases and Rents and Security Agreement 11/30/93, Book 6329, Page 845, El Paso County, CO

First Amendment to First Deed of Trust, Assignment of Leases and Rents and Security Agreement 4/15/94, Book 6440, Page 685, El Paso County, CO

Modification of First Deed of Trust, Assignment of Leases and Rents and Security Agreement 10/31/00, No: 201019584, El Paso County, CO

First Deed of Trust, Assignment of Leases and Rents and Security Agreement 11/30/93, Reception: 436745, Montezuma County, CO

First Amendment to First Deed of Trust, Assignment of Leases and Rents and Security Agreement 4/15/94, Reception: 439980, Montezuma County, CO

Modification of First Deed of Trust, Assignment of Leases and Rents and Security Agreement 10/31/00, No: 493627, Montezuma County, CO

First Deed of Trust, Assignment of Leases and Rents and Security Agreement 4/15/94, Book 6435, Page 115, El Paso County, CO

Modification of First Deed of Trust, Assignment of Leases and Rents and Security Agreement 10/31/00, No: 201019585, El Paso County, CO

Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents and Leases 7/24/95, Book 477, Page 225, Entry No: 434401, Grand County, Utah

Modification of Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents and Leases 10/31/00, Book 0558, Page 375, Entry No: 453369, Grand County, Utah

Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents and Leases 7/24/95, Book 477, Page 225, Entry No: 434401, Grand County, Utah

Modification of Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents and Leases 10/31/00, Book 0558, Page 375, Entry No: 453369, Grand County, Utah

Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents and

	<p>Leases 7/24/95, Book 2819, Page 434, Reception No: 1087795, Pueblo County, Colorado</p> <p>Assignment of Rights in Lease, 7/24/95, WCS to Sanwa, Reception No: 1087797, Book 2819, Page 451, Pueblo County, CO, as modified by Partial Release of Assignment of Rights in Leases, 7/24/95, Reception No: 1087798, Book 2819, Page 460, Pueblo County, CO</p> <p>Assignment of Rights in Leases 6/25/93 by WCS to Sanwa, Book 6206, Page 1008, No 002316594, El Paso County, CO</p> <p>Assignment of Rights in Leases 6/25/93 by WCS to Sanwa, Book 1129, Page 281, No 604423, Fremont County, CO</p> <p>Assignment of Rights in Leases 6/25/93 by WCS to Sanwa, Book 678, Page 10, No 408803, Teller County, CO</p> <p>Modification of Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents and Leases 10/31/00, No: 1374468 Pueblo County, CO</p> <p>Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents and Leases 7/16/96, Book 1356, Page 2030, Douglas County, Colorado</p> <p>Modification of Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents and Leases 10/31/00, Book 1967, Page 135, Douglas County, CO</p> <p>Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents and Leases 11/1/96, Reception No. 096141157, El Paso County, Colorado</p> <p>Modification of Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents and Leases 10/31/00, No: 201032847, El Paso County, CO</p> <p>Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents and Leases 1/28/98, Book 3081, Page 174, Instrument No 1203334, Pueblo County, CO</p> <p>Modification of Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents and Leases 10/31/00, No: 1374469, Pueblo County, CO</p> <p>Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents and Leases 7/17/97, Book 2344, Page 270, Mesa County, CO</p> <p>Modification of Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents and Leases 10/31/00, Book 2813, Page 368, Mesa County, CO</p> <p>Mortgage, Security Agreement, Financing Statement and Assignment of Rents and Leases 8/14/00, Book 1307, Page 287, San Juan County, NM</p> <p>Modification of Mortgage, Security Agreement, Financing Statement and Assignment of Rents and Leases 10/31/00, Book 1317, Page 100, San Juan County, NM</p> <p>Covenant Not to Encumber and Right of First Refusal 10/31/00, by Rick and WCS, Docket 11419, Page 1523, Pima County AZ</p>
1305 West Aztec Blvd.	See Below WCS Loans 10,11, 12
1005 Bonforte	See Below WCS Loans 10,11, 12
3036 West Colorado Ave. Colorado	See Below WCS Loans 10,11, 12

Springs, CO Store #206	
3036 West Colorado Ave Store 206	See above 1500
Grand Junction	
3207 Hwy 6 & 24 Mesa County, Colorado	Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents and Leases, 7/17/97, Rick to Sanwa, Book 2344, page 270, No: 1806864, Mesa County, Colorado Rick's Consent and Reaffirmation of Guaranty 7/17/97 of WCS debt
4903-A East Main, Farmington, NM 751 Cathedral Drive, Rapid City, SD – leasehold unit	Mortgage, Security Agreement, Financing Statement and Assignment of Rents and Leases (8/14/00, Rick to Fleet Bus, Book 1307, Page 287, No: 200012088, San Juan County, NM-Farmington Assignment of Rights in Lease 8/14/00, WCS to Fleet Bus. Book 87, Page 7241, Pemington County, SD records Assignment of Rights in Lease 8/14/00, WCS to Fleet Bus. Book 1307, Page 288, San Juan County, NM records
4903-A East Main, Farmington, NM 751 Cathedral Drive, Rapid City, SD	""See Above
1005 Bonforte, Pueblo Co, Store #235	Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents and Leases 5/25/01, Rick to Fleet Reception No: 1386116, Pueblo County, CO-Bonaforte Assignment of Rights in Leases 5/25/01, WCS to Fleet Reception no: 1386117, Pueblo County, CO - Bonaforte Mortgage, Security Agreement, Financing Statement and Assignment of Rents and Leases 5/25/01, Rick to Fleet, Reception No: 200108739, Book 1322, page 1014, San Juan County, NM- Aztec Assignment of Rights in Leases 5/25/01, WCS to Fleet Reception no: 200108740, Book 1322, Page 1015, San Juan County, NM –Aztec Mortgage, Security Agreement, Financing Statement and Assignment of Rents and Leases 5/25/01, Rick to Fleet Reception No: 200108736, Book 1322, page 1011, San Juan County, NM- Farmington Assignment of Rights in Leases 5/25/01, WCS to Fleet Reception no: 200108737, Book 1322, Page 1012, San Juan County, NM –Farmington Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents and Leases 5/25/01, Rick to Fleet Reception No: 201073702, El Paso County, CO-West Colorado Ave. Assignment of Rights in Leases 5/25/01, WCS to Fleet Reception no: 201073703, El Paso County, CO – West Colorado Ave.
2610 W. Main Street, Farmington, NM Store #264	""See Above
1305 West Aztec Blvd, Aztec, NM Store #263	""See Above

7 Walmart Way	
Tucson, AZ	See above Tucson
3367 Stearns/1442 shoop	See Above
549 Tecumseh	Mortgage, Security Agreement, Financing Statement and Assignment of Rents and Leases (Wendy's, Dundee, Michigan) 8/13/01, HBE to Fleet Bus, Book 2080, Page 0297, Monroe County, MI
Golden Corral, 383 Mopar Drive, Hays, Ellis County, Kansas, Hays Building HRE, LLC, as Borrower GC Powers, LLC as Gtor GC Powers, LLC, a Colorado Limited Liability Company Tax ID: 84-1484240	Real Property Mortgage (Hays, Ellis County, 10/30/02HRE to Fleet Bus. KS Book 544, Page 825, Ellis County, KS Assignment of Rights in Lease 10/30/02, GC Powers, LLC to Fleet Bus. Book 544, Page 846, Ellis County, KS
Golden Corral, Hays Equipment	""See Above
7 Walmart Way, La Junta, Otero County, CO 81050	Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents and Leases 1/13/03, HRE to Trustee to Fleet bus., No: 591423, Otero County, CO Assignment of Rights In Lease 1/13/02, WCS to Fleet No: 591424, Otero County, CO Limited Guaranty of debt of HRE and WCS by: Rick 1/13/03

EXISTING BANK OF AMERICA, N.A. LOAN DOCUMENTS

1.	Recorded Documents - Colorado-Grand Junction, given by WCS – (closed January 17, 2003) a. Deed of Trust and Security Agreement recorded 1/22/03 at Book 3256 Page 562 b. Assignment of Lessor's Interest in Lease recorded 1/22/03 at Book 3256 Page 581 c. Assignment of Purchase Price recorded 1/22/03 at Book 3256 Page 589 d. UCC Financing Statement (WCS) recorded 1/22/03 at Book 3256 Page 593 e. UCC Financing Statement (HRE) recorded 1/22/03 at Book 3256 Page 600
2.	Recorded Documents - Michigan-Monroe-given by HBE* (closed January 17, 2003) a. Mortgage and Security Agreement recorded 2/10/03 at Book 2379 Page 249 b. Assignment of Lessor's Interest in Lease recorded 2/10/03 at Book 2379 Page 270 c. Assignment of Purchase Price recorded 2/10/03 at Book 2379 Page 278 d. UCC Financing Statement (HBE) recorded 2/10/03 at Book 2379 Page 283
3.	Uniform Commercial Code Financing Statements – State Filings – (closed January 17, 2003) a. Secretary of State of CO (WCS) recorded 2/24/03 at File # 2003 2020158 M b. Secretary of State of CO (HRE) recorded 2/24/03 at File # 2003 2020157 c. Secretary of State of MI (HBE) recorded 1/27/03 at File# 2003 016500-6 d. Secretary of State of Ohio (HBE) recorded 1/27/03 at File# OH00059393101

4.	Recorded documents for Grand Junction, Mesa County, CO (closed September 17, 2003) a. Leasehold Deed of Trust & Security Agreement-Recorded 9/22/03 at Book 3489, Page 257 b. Assignment of Lessee's Interest in Leases Recorded 9/22/2003 at Book 3489, Page 280 c. Assignment of Purchase Price Recorded 9/22/2003 at Book 3489, Page 287
5.	Recorded documents for Castle Rock, Douglas County, CO (closed September 17, 2003) a. Leasehold Deed of Trust and Security Agreement recorded as document no. 2003143641 b. Assignment of Lessee's Interest in Leases recorded as document no. 2003143642 c. Assignment of Purchase Price recorded as document no. 2003143643
6.	Recorded documents for Rapid City, Pennington County, SD (closed September 17, 2003) a. One Hundred Eighty Day Redemption and Collateral Real Estate Mortgage recorded on 9/19/2003 in Book 122, Page 6806 b. Assignment of Lessor's Interest in Leases recorded in Book 122, Page 6828 c. Assignment of Purchase Price recorded in Book 122, Page 6836
7.	Uniform Commercial Code Financing Statements (closed September 17, 2003) a. Douglas County, CO (WCS - Castle Rock) recorded as document no. 2003143644 b. Mesa County, CO (WCS - Grand Junction) - Recorded 9/22/2003 at Book 3489, Page 292 c. Pennington County, SD (WCS and HRE - Rapid City) i. WCS- Recorded 9/19/2003 in Book 122, Page 6841 ii. HRE - Recorded 9/19/2003 in Book 122, Page 6849 d. Secretary of State of CO: i. WCS- Recorded 9/24/03 as Instrument No. 20032104678 M ii. HRE- Recorded 10/8/03 as Instrument No. 20032109849 M

8.	Recorded documents for \$4,617,342.85 Funding Under \$10,000,000.00 Promissory Note dated 4/9/02. closed; February 27, 2003																																																																																										
	<p>a. Deed of Trust and Security Agreement (Colorado)</p> <p>i. HRE-Craig</p> <p>ii. WCS-Alamosa</p> <p>b. Mortgage and Security Agreement (HRE-Angola, IN)</p> <p>c. Deed of Trust and Security Agreement (WCS-Foothills, AZ)</p> <table border="1"> <thead> <tr> <th>Name</th> <th>County</th> <th>Recording Date</th> <th>Book</th> <th>Page</th> </tr> </thead> <tbody> <tr> <td>Angola - HRE</td> <td>Steuben, IN</td> <td>03/03/2003</td> <td>Doc # 03030002</td> <td></td> </tr> <tr> <td>LaCholla/Foothills-TW</td> <td>Pima, AZ</td> <td>03/04/2003</td> <td>11998</td> <td>3444</td> </tr> <tr> <td>Craig:</td> <td>Moffat, CO</td> <td>03/05/2003</td> <td>2003L</td> <td>1045</td> </tr> <tr> <td>Alamosa</td> <td>Alamosa, CO</td> <td>03/04/2003</td> <td>310802</td> <td>n/a</td> </tr> </tbody> </table> <p>Assignment of Lessor's Interest in Leases</p> <table border="1"> <thead> <tr> <th>Name</th> <th>County</th> <th>Recording Date</th> <th>Book</th> <th>Page</th> </tr> </thead> <tbody> <tr> <td>Angola- HRE</td> <td>Steuben, IN</td> <td>03/03/2003</td> <td>Doc # 03030003</td> <td></td> </tr> <tr> <td>LaCholla/Foothills- TW</td> <td>Pima, AZ</td> <td>03/04/2003</td> <td>11998</td> <td>3444</td> </tr> <tr> <td>Craig- HRE</td> <td>Moffat, CO</td> <td>03/05/2003</td> <td>2003L</td> <td>1046</td> </tr> <tr> <td>Alamosa- WCS</td> <td>Alamosa, CO</td> <td>03/04/2003</td> <td>310803</td> <td>n/a</td> </tr> </tbody> </table> <p>Assignment of Lessee Interest in Leases - WCS</p> <table border="1"> <thead> <tr> <th>Name</th> <th>County</th> <th>Recording Date</th> <th>Book</th> <th>Page</th> </tr> </thead> <tbody> <tr> <td>Pueblo West- WCS</td> <td>Pueblo, CO</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Rangewood - WCS</td> <td>El Paso, CO</td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>Assignment of Purchase Price</p> <table border="1"> <thead> <tr> <th>Name</th> <th>County</th> <th>Recording Date</th> <th>Book</th> <th>Page</th> </tr> </thead> <tbody> <tr> <td>Angola- HRE</td> <td>Steuben, IN</td> <td>03/03/2003</td> <td>Doc # 03030004</td> <td></td> </tr> <tr> <td>LaCholla/Foothills-TW</td> <td>Pima, AZ</td> <td>03/04/2003</td> <td>11998</td> <td>3444</td> </tr> <tr> <td>Craig- HRE</td> <td>Moffat, CO</td> <td>03/05/2003</td> <td>2003L</td> <td>1047</td> </tr> <tr> <td>Alamosa - WCS</td> <td>Alamosa, CO</td> <td>03/04/2003</td> <td>310804</td> <td>n/a</td> </tr> </tbody> </table>	Name	County	Recording Date	Book	Page	Angola - HRE	Steuben, IN	03/03/2003	Doc # 03030002		LaCholla/Foothills-TW	Pima, AZ	03/04/2003	11998	3444	Craig:	Moffat, CO	03/05/2003	2003L	1045	Alamosa	Alamosa, CO	03/04/2003	310802	n/a	Name	County	Recording Date	Book	Page	Angola- HRE	Steuben, IN	03/03/2003	Doc # 03030003		LaCholla/Foothills- TW	Pima, AZ	03/04/2003	11998	3444	Craig- HRE	Moffat, CO	03/05/2003	2003L	1046	Alamosa- WCS	Alamosa, CO	03/04/2003	310803	n/a	Name	County	Recording Date	Book	Page	Pueblo West- WCS	Pueblo, CO				Rangewood - WCS	El Paso, CO				Name	County	Recording Date	Book	Page	Angola- HRE	Steuben, IN	03/03/2003	Doc # 03030004		LaCholla/Foothills-TW	Pima, AZ	03/04/2003	11998	3444	Craig- HRE	Moffat, CO	03/05/2003	2003L	1047	Alamosa - WCS	Alamosa, CO	03/04/2003	310804	n/a
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Uniform Commercial Code Financing Statements			
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Steuben, IN	Angola - HRE, HBE	03/2003	300051
Pima, AZ	LaCholla/Foothills - TW, WCS	03/04/2003	11999 4800
Moffat, CO	Craig	03/06/2003	2003L 1067
Alamosa, CO	Alamosa		
Pueblo, CO	Pueblo West		
El Paso, CO	Rangewood		
Secretary of State -- OH	HBE	03/03/03	200306302290
Secretary of State - AZ	TW	03/11/03	200312535930
Secretary of State -- CO	HRE and WCS	03/07/03	20032025220 M

UNIT 283
260 N. MAIN ST.

EXHIBIT A

BEGINNING AT A CORNER ON THE EAST R-O-W OF MAIN STREET (HIGHWAY 191), SAID CORNER BEARS NORTH 0 DEG. 17' EAST 230.0 FEET FROM THE NORTHWEST CORNER OF BLOCK 24 OF THE MOAB TOWNSITE, AND PROCEEDING THENCE WITH SAID R-O-W NORTH 0 DEG. 17' EAST 192.6 FEET (RECORD = 192.75 FEET) TO A CORNER, THENCE SOUTH 89 DEG. 54' EAST (RECORD = EAST) 188.75 FEET TO A CORNER, THENCE SOUTH 0 DEG. 17' WEST 324.0 FEET TO A CORNER ON THE NORTH R-O-W OF 200 NORTH STREET, THENCE WITH SAID R-O-W NORTH 89 DEG. 47' WEST 107.75 FEET TO A CORNER, THENCE NORTH 0 DEG. 17' EAST 130.7 FEET TO A CORNER, THENCE NORTH 89 DEG. 33' WEST 81.0 FEET TO THE POINT OF BEGINNING.

LESS THE FOLLOWING: A PARCEL OF LAND IN THE NW1/4NE1/4 SECTION 1, T26S, R21E, SLB&M, GRAND COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS
BEGINNING AT A POINT WHICH BEARS N 45 DEG. 14' W 452.4 FT. FROM THE CENTERLINE MONUMENT AT THE INTERSECTION OF 200 NORTH AND 100 EAST STREETS, AND PROCEEDING THENCE WEST 8.7 FT. TO A CORNER, THENCE N 0 DEG. 17' E 56.1 FT., THENCE S 89 DEG. 54' E 8.7 FT., THENCE S 0 DEG. 17' W 56.1 FT. TO THE POINT OF BEGINNING.

BEARINGS ARE BASED ON THE WEST LINE OF WENDY'S SURVEY DATED 7-95 (BEARING = N 0 DEG. 17' E).

ALSO LESS THE FOLLOWING:

DESCRIPTION OF A PARCEL OF LAND IN SECTION 1, T26S, R21E, SLM, MOAB CITY, GRAND COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST R-O-W OF MAIN STREET, SAID POINT BEARS N 0 DEG. 17' E FT. 230.0 FT. FROM THE NW CORNER OF BLOCK 24 OF THE MOAB TOWNSITE, SECTION 1, T26S, R21E, SLM, AND PROCEEDING THENCE WITH THE EAST R-O-W OF MAIN STREET N 0 DEG. 17' E 2.3 FT., THENCE S 89 DEG. 33' E 81.0 FT., THENCE S 0 DEG. 17' W 2.3 FT., THENCE N 89 DEG. 33' W 81.0 FT. TO THE POINT OF BEGINNING.

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Property Address: 242 N. Main, Moab, Utah 84532