

4552

Store No.: 867
Address: 1704 Adams Avenue
LaGrande, Oregon 97850
County/State: Union County, Oregon

Legal Description

That certain real property situated in the County of Union,
State of Oregon, and more particularly described as follows:

TRACT "A":

Lot 4 in block 7 of COGGAN'S ADDITION to La Grande, Union County,
Oregon, according to the recorded plat of said addition. SUBJECT
TO unplatted alley now in use over and across the southwesterly
side thereof.

TRACT "B":

The Northwesterly 50.55 feet of lot 5 in Block 7 of COGGAN'S
ADDITION to La Grande, Union County, Oregon, according to the
recorded plat of said addition. SUBJECT TO alleyway in use
across the northeasterly side of said premises.

4553

Store No.: 868
Address: 2415 North 10th Street
Baker, Oregon 97814
County/State: Baker County, Oregon

Legal Description

Land in JOHN STEWART'S ADDITION, City and County of Baker, Oregon, according to the official plat thereof, as follows:

In Block 8: The East 78½ feet of Lot 1.
The South 29 feet of the East 78½ feet of Lot 2.

Store No.: 874
Address: 1381 S.W. Highway #97
 Madras, Oregon 97741
County/State: Jefferson County, Oregon

Legal Description

That certain real property situated in the County of Jefferson,
State of Oregon, and more particularly described as follows:

Beginning at a point which is located on the Easterly right of way line of
The Dalles-California Highway (new route), said point being South 57° 23' 20"
West 781.80 feet and South 20° 02' 50" West 753.57 feet from the Northeast corner
of the Northeast quarter of Section 14, Township 11 South, Range 13 East of the
Willamette Meridian, Jefferson County, Oregon; thence South 20° 02' 50" West
along the Easterly right of way line of said Highway a distance of 191.63 feet to
the South line of the Northeast quarter of the Northeast quarter, said Section;
thence South 89° 59' 40" East along said line, a distance of 186.50 feet; thence
North 03° 33' 24" East 180.37 feet; thence North 89° 59' 40" West, a distance of
132 feet to the point of beginning.

Store No.: 890
Address: 10524 S.E. Stark Street
Portland, Oregon 97216
County/State: Multnomah County, Oregon

Legal Description

THE NORTH 68.85 FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND: A tract of land in the Northwest one-quarter of Section 3, Township 1 South, Range 2 East of the Willamette Meridian in the County of Multnomah and State of Oregon, further described as follows:

Beginning at the Northwest corner of that tract of land conveyed to Alex Georgeson and Eva Lou Georgeson, husband and wife, by deed dated July 3, 1970 and recorded in Book 742, Pages 349 and 350, deed records of Multnomah County, said point being the South line of Stark Street, South $87^{\circ}53'32''$ East 1021 feet, more or less, (along the North line of Section 3) and South $1^{\circ}56'28''$ West 40.00 feet from the Northwest corner of Section 3; thence North $87^{\circ}53'32''$ West along the South line of Stark Street, 163.25 feet to the Northeast corner of that tract conveyed to Tohop of Oregon, Inc., by deed recorded June 2, 1970 in Book 735, Page 1805, Deed Records; thence South $2^{\circ}06'28''$ West 188.85 feet along the East line of said Tohop Tract to the Southeast corner thereof, located in the North line of Washington Street; thence South $87^{\circ}53'32''$ East 41.05 feet along said street line to a point of curve; thence continuing along said street line on the arc of a curve to the left having a central angle of $10^{\circ}19'$ and a radius of 685.2 feet, a distance of 123.38 feet to the Southwest corner of the above mentioned Georgeson Tract; thence North $1^{\circ}56'28''$ East along the West line of the Georgeson Tract, 177.80 feet to the Northwest corner thereof, and the point of beginning.

Store No.: 816
Address: 345 N.W. Burnside
Gresham, Oregon 97030
County/State: Multnomah County, Oregon

Legal Description

A tract of land situated in Section 3, Township 1 South, Range 3 East of the Willamette Meridian in the County of Multnomah and State of Oregon, more particularly described as follows:

Commencing at the intersection of the Northerly right of way of S.E. Burnside and the Westerly right of way of S.E. 223rd Avenue, said point being 60 feet from the centerline of S.E. Burnside (County Road No. 2063) and 45 feet from the centerline of S.E. 223rd Avenue (County Road No. 3807); thence along the Northerly right of way line of S.E. Burnside Street along the arc of a 11460 foot radius curve to the right an arc distance of 42.88 feet of which the long chord bears North 67°10'52" West; thence North 67°04'24" West along said right of way line a distance of 597.12 feet to the point of beginning of the tract of land herein to be described; thence North 22°55'36" East 198.06 feet; thence parallel with the Northerly line of said S.E. Burnside North 67°04'24" West 143.41 feet to the Easterly line of N.W. Eastman Parkway (formerly known as N.W. Eastman Avenue/N.W. 221-223rd Avenue, and formerly referred to as proposed S.E. 221st Avenue, as said roadway existed on January 1, 1980); thence South 27°34'33" West along said Easterly line a distance of 198.72 feet to the Northerly line of said S.E. Burnside; thence along said Northerly line South 67°04'24" East 159.52 feet to the point of beginning.

EXCEPTING that portion described in the deed to the City of Gresham, recorded October 13, 1981 in Book 1555 at Page 957.

4557

EXHIBIT A-2

LEASEHOLD INTERESTS

Parcel #802

4558

10300 S.E. Main Street
Milwaukie, Oregon 97222

Clackamas County, Oregon

That certain tract or parcel of land that is the subject of a Lease Agreement dated September 17, 1968 from William R. Davis and Elsie F. Davis, husband and wife, and John W. Davis and June F. Davis, husband and wife, all as Lessor, and Norman A. Kolln and Marjorie M. Kolln, husband and wife as Lessee, which Lease Agreement was validly assigned to Pietro's Corp., Grantor herein, by an Assignment of Lease dated February 13, 1980, and which tract is specifically described as follows:

A tract of land with improvements thereon in the Wm. Meck D.L.C. in Section 26, Township 1 South, Range 1 East, Willamette Meridian in the City of Milwaukie, County of Clackamas, State of Oregon, more particularly described as follows:

Beginning at a point which bears North 89° 20' West 195.13 feet from a stone in the Northwest Corner of Streib's First Addition, in the S. W. 1/4 of Section 25, Township 1 South, Range 1 East, Willamette Meridian, Clackamas County, Oregon. Said point being the true point of beginning of the hereinafter described land, thence South 1° 31' East and parallel to the west line of Streib's First Addition 111.12 feet; thence North 89° 20' West 10.33 feet; thence South 0° 16' West 341.99 feet to the easterly right of way of Main Street; thence along the arc of a 1,870.08 foot radius curve to the right, the long chord of which bears North 2° 57' 55" West 161.80 feet a distance of 161.85 feet; thence South 99° 20' East 241.29 feet to the True Point of Beginning.

Subject to the right to maintain underground surface drainage lines and sewer and water service lines to adjoining property and to maintain the existing (Kellogg Bowl) sign now located on the demised property. It is also understood that no building can be built within twenty (20) feet of the easterly property line of the demised premises.

Subject to perpetual easement of ingress and egress together with the right to erect, maintain and repair poles, anchors and wires, as more particularly set forth in deed from John Willman and wife to Pacific Telephone and Telegraph Company, recorded May 3, 1934 in Book 222, Page 628, Deed Records.

Parcel #873

4559

1933 Newmark
North Bend, Oregon 97459

Coos County, Oregon

That certain real property with improvements thereon located in the City of North Bend, Coos County, Oregon, that is the subject of a Lease Agreement dated December 14, 1976 between Robert S. Horning and Ruth J. Horning, husband and wife, as Landlord and Grizzly Bear, Inc., as Tenant, which Lease Agreement was subsequently assigned to Pietro's Corp. by an Assignment of Lease, which real property consists of approximately 23,100 square feet and is specifically described as follows:

A parcel situated in the Northwest quarter of Section 22, Township 25 South, Range 13 West of the Willamette Meridian, in Coos County, Oregon, described as: Beginning at the intersection of the South line of Newmark Street and the East line of Broadway Street, and running thence Easterly along the South line of Newmark Street a distance of 200 feet to the true point of beginning of this description: thence continuing East along the South line of Newmark Street a distance of 140 feet to the Northwest corner of that parcel deeded to Thomas M. Foster, et ux, by deed recorded June 26, 1972 as No. 72-6-73210; thence South, along Foster's West line and its extension, a distance of 165 feet; thence West, parallel with the South line of Newmark Street a distance of 140 feet to a point South of beginning; thence North a distance of 165 feet to the true point of beginning.

Parcel #876

960 W. Third Street
Prineville, Oregon 97754

Crook County, Oregon

4560

Those certain premises located in Prineville, Crook County, Oregon, that are the subject of a Lease dated as of May 19, 1983 by and between Gordon A. O'Connor and Charlene I. O'Connor, husband and wife, as Landlord, and Pietro's Corp., as Tenant, described as follows:

That portion of Lot 2 which is a common driveway and parking area, and Lots 3 and 4 of Pace's First Edition in Prineville, which Lots are identified in a plat recorded in the Crook County, Oregon Courthouse in Plat Book No. 5, Page 23.

Having erected thereon a restaurant building having an address of 960 W. Third Street, Prineville, Oregon 97754.

Parcel #875

4561

413 West Glacier
Redmond, Oregon 97756

Deschutes County, Oregon

Those certain premises that are the subject of a Lease Agreement dated April 25, 1983 between Richard Huff as Landlord and Pietro's Corp. as Tenant, which premises are situate in the Northeast quarter of Section 16, Township 15 South, Range 13 East, W.M., further described as follows:

That certain building located at 413 W. Glacier known as Lots 3 and 4 of Block 57, being Tax Lot 2600, located in the Town of Redmond, Deschutes County, Oregon.

4562

Parcel #677

Deschutes County, Oregon

1115 N. E. 3rd Street
Bend, Oregon 97701

That certain improved real property that is the subject of a Lease Agreement dated April 25, 1983 between Ray E. Kenney and Irene Kenney, husband and wife, as Landlord and Pietro's Corp. as Tenant, having an address of 1115 N.E. 3rd Street, Bend, Oregon, 97701, and described as:

Lot ten (10) in block (15) of Center addition to Bend, Deschutes County, Oregon.

Parcel #860

4563

107 Second Street
Hood River, Oregon 97031

Hood River County, Oregon

That certain tract or parcel of land situate in the City of Hood River, County of Hood River, State of Oregon, with improvements thereon that is the subject of a Lease dated June 1, 1983 by and between PD Investment Company, a partnership consisting of Philip W. Jensen and W. David Jensen as Lessor and Bearly Normal Enterprises, Inc., as Lessee, which Lease was assigned to Pietro's Corp. as Lessee by an Assignment of Lease dated October 17, 1983, and which is specifically described as follows:

Lots 1, 2, 3 and 4, Block 2, Town of Hood River, in the City of Hood River, County of Hood River and State of Oregon, as shown on the duly recorded plat thereof on file and of record in the office of the County Clerk of said County; EXCEPTING THEREFROM the South 9 inches of said Lot 4 and the South 9 inches of that part of said Lot 3 extending Easterly from the Southwest corner of said Lot 3, approximately 1 foot to the East end of that certain party wall constructed pursuant to that certain party wall agreement executed between Thomas L. Eliot and wife, and C.A. Bell and his wife, dated June 13, 1908, recorded in Volume 1 at page 187 of the Records of Deeds of said County.

Parcel #805

4564

535 Stevens Street
Medford, Oregon 97501

Jackson County, Oregon

That certain parcel of land that is subject to a Lease dated May, 1971 by and between Crater Lake Aerie #2093 (FOE), a non-profit corporation, as "Lessor", and Norman A. Kolln and Marjorie M. Kolln, husband and wife, as "Lessee", which Lease was validly assigned to Pietro's Corp., Grantor herein, by an Assignment of Lease dated February 13, 1980, and which parcel of land is specifically described as follows:

That tract or parcel of land situated in the Southwest one quarter (1/4) of Section 19, Township 17 South, Range 1 West of the Willamette Meridian, Jackson County, Oregon and being more fully described as follows:

Commencing at the Northeast corner of Donation Land Claim No. 42 said Township and Range; thence along aforementioned Claim Line South $89^{\circ} 57' 30''$ West (record South $89^{\circ} 54'$ West) 1,420.20 feet; thence North $0^{\circ} 05' 20''$ West 60.18 feet (record 60.00 feet) to intersect the North right of way line of Stevens Street; thence along aforementioned North right of way Line, South $89^{\circ} 58' 00''$ West (record South $89^{\circ} 57' 30''$ West) 557.34 feet to a 5/8 inch iron pin and being the true point of beginning; thence North $0^{\circ} 05' 20''$ West 211.57 feet (record 211.85 feet); thence North $89^{\circ} 50' 30''$ East (record North $89^{\circ} 34'$ East) 165.35 feet; thence South $0^{\circ} 05' 20''$ East 211.585 feet (record 211.85 feet) to the North right of way line of Stevens Street; thence along aforementioned North right of way line South $89^{\circ} 59' 20''$ West (record S. $89^{\circ} 57' 30''$ West) 165.35 feet to the true point of beginning.

SUBJECT TO:

1. Lessor may not construct any improvements on the Northerly 51.85 feet of the above-described property, save and except paving material.

2. All parking areas shall be open to access from the East and West and will be available to be used by customers only of other tenants of Lessor; provided that such privilege is made available to Lessees by such other tenants.

Parcel #857

4565

1011 Valley River Way
Eugene, Oregon 97401

Lane County, Oregon

That certain tract or parcel of land that is the subject of a Lease Agreement dated September 30, 1980 by and between Killian Properties, as Lessor and Dewey H. and Joyce K. Leavitt dba Golden Spike Pizzaria, as Lessee, which Lease Agreement was validly assigned to Pietro's Corp., Grantor, by an Assignment of Lease dated August 18, 1983, which tract or parcel is specifically described as follows:

Beginning at the West Southwest corner of the Jacob Gillespie Donation Land Claim No. 70, Township 17 South, Range 3 West of the Willamette Meridian; thence South 89 degrees 51'07" East 518.10 feet along the South line of said Donation Land Claim No. 70 and the original centerline of County Road No. 515 to a point; thence North 0 degrees 08'53" East 20.00 feet to an iron pin marking the true point of beginning; thence North 0 degrees 08'53" East 541.00 feet to a point marked by an iron pin; thence North 89 degrees 54'53" East 344.05 feet to an iron pin marking the Westerly right of way line of Delta Highway; thence South 13 degrees 59'05" East 547.97 feet along said right of way line to a point marked by an iron pin; thence along the arc of a 41.00 foot radius curve left (the chord of which bears North 87 degrees 50'40" West 78.77 feet) a distance of 105.71 feet to a point marked by an iron pin; thence along the arc of a 20.00 foot radius curve right (the chord of which bears South 54 degrees 13'19" West 23.47 feet) a distance of 25.08 feet to a point marked by an iron pin; thence North 89 degrees 51'07" West 380.12 feet to the point of beginning, all in Lane County, Oregon.

L. 4566

Parcel #869

Malheur County, Oregon

1241 S.W. 4th Avenue
Ontario, Oregon 97914

Those two certain tracts or parcels of land with improvements thereon that are the subject of a Lease Agreement dated April 25, 1983 between Paul T. Moore as Lessor and Pietro's Corp. as Lessee, and which are specifically described as follows:

Tract A - The West 15 feet of Lot 15, Lot 16, Lot 17, Lot 18, and the South one-half of the vacated alley lying North of and adjacent to the above described lots, all in Block 7, in Villa Park Addition, the City of Ontario, Malheur County, Oregon, being that certain building known as 1241 S.W. 4th Avenue.

Tract B - The South 40 feet of Lots 54 through 59, and the West 7.5 feet of the South 40 feet of Lot 60 and the North Half of the vacated alley lying South of and adjacent to the above described lots, Block 7 in Villa Park Addition, the City of Ontario, Malheur County, Oregon, as recorded in Plat Book 2, page 16, Malheur County Records.

Parcel #803

1637 Hawthorne N.E.
Salem, Oregon 97301

4567

Marion County, Oregon

That certain tract or parcel of land that is the subject of an Indenture of Lease dated July 13, 1964 by and between State Finance Company, as Lessor and Norman A. Kolln and Marjorie N. Kolln, as Lessee, which Indenture of Lease was validly assigned to Pietro's Corp., Grantor, by an Agreement dated June 25, 1973, which tract or parcel is specifically described as follows:

Commencing at the northeast corner of Lot 2, plat of Garden City Addition to Salem, a registered plat in the records of Marion County, Oregon, said point being also the intersection of the centerlines of Market Street and Hawthorne Street; thence from said point along the centerline of Hawthorne Street South 849.38 feet; thence leaving said centerline West 35.00 feet to a point on the west right-of-way of Hawthorne Street being the true point of beginning, said point also being on the south line of said Lot 2 and witnessed by a 5/8" iron rod in a 1 1/2" pipe which bears South 89°05'08" West 0.06 feet; thence leaving said west right-of-way along the south line of Lots 1 and 2 of said plat; South 89°05'08" West 426.15 feet to a 1 1/2" pipe at the southwest corner of the Tartar tract and the southwest corner of the east 4 acres of said Lot 1 as recorded in Reel 392, Page 310, Deed Records, Marion County, Oregon; thence North 00°12'14" West 815.49 feet along the west line of said Tartar tract and the west line of the east 4 acres of Lot 1 to a point on the south right-of-way of Market Street witnessed by a 5/8" iron rod which bears North 00°12'14" West 0.43 feet; thence along the south right-of-way of Market Street North 09°59'29" East 318.64 feet to a point on the west line of that parcel recorded in Reel 224, Page 079, Deed Records, Marion County, Oregon being witnessed by a 1/2" iron rod with plastic cap marked PLS 1653 which bears South 00°07'40" East 0.35 feet; thence along the West line of said parcel South 00°07'40" East 129.71 feet to a 1/2" iron rod with plastic cap marked PLS 1653; thence along the south line of said parcel North 89°51'04" East 110.07 feet to a 5/8" iron rod with plastic cap marked PLS 1554 on the west right-of-way of Hawthorne Street; thence along said right-of-way South 679.31 feet to the true point of beginning of the tract herein described. Containing 7.64 acres more or less.

Parcel #810

Marion County, Oregon

3981 Commercial Street S.E.
Salem, Oregon 97302

That certain tract or parcel of land that is the subject of a Lease Agreement dated August 23, 1976 by and between First Federal Savings and Loan Association of Salem, as landlord, and Herfy's Corporation dba Pietro's Gold Coast Pizza Parlor, to which lease Mr. and Mrs. Donald Wyant has succeeded as landlord and which was assigned to Pietro's Corp., as tenant by an Assignment dated March 13, 1980, which tract is specifically described as follows:

The northeast corner of the premises known as 3981 Commercial Street S.E. is approximately west 5 feet and south 144 feet of the northeast corner of the building known as Southgate Shopping Center, which corner is approximately 346 feet west and 393 feet north of the northwest corner of Commercial Street and Browning Avenue, Salem, Oregon. The property on which the Southgate Shopping Center is located is more particularly described as follows:

Beginning at a point which is 554.02 feet South 78°00' west and 175.16 feet north 18°08' west from the southeast corner of Lot 78, Ewald Fruit Farms in Township 8 South, Range 3 West of the Willamette Meridian in Marion County, Oregon; thence north 78°00' east, parallel with the northerly line of said Lot, 252.70 feet; thence south 18°08' east, parallel with the westerly line of Pacific Highway, 125.16 feet; thence north 78°00' east, parallel with the northerly line of said Lot, 250.11 feet to a point on the westerly line of the said Pacific Highway, 268.15 feet to the northeast corner of a tract of land conveyed to Robert E. Corey by deed recorded in Volume 522, Page 22, Deed Records for Marion County, Oregon; thence south 73°25' west, along the northerly line of said Corey tract and the westerly extension of said line, 168.43 feet; thence south 16°30' east, parallel with the westerly line of said Corey tract, 115.43 feet to a point which is 10.00 feet north 16°30' west from the northerly line of Browning Avenue; thence westerly, parallel with said Browning Avenue to a point which is 478.60 feet south 18°08' east from the place of beginning; thence north 18°08' west, 478.60 feet to the place of beginning.

Parcel #806

12222 S.E. Stark St.
Portland, Oregon

Multnomah County, Oregon

That certain tract of land that is the subject of a Land Lease dated December 16, 1974 by and between The Oregon Bank as Lessor and Pietro's Incorporated as Lessee, which tract is specifically described as follows:

A tract of land in the NW 1/4, NW 1/4, Section 2, T1S, R2E, W.M. Multnomah County, Oregon, said tract being more particularly described as follows:

Commencing at the point of intersection of the south line of S. E. Stark Street with the east line of S. E. 122nd Avenue, said point bears S 0° 35' 10" E. 40.00 feet and N. 89° 30' E. 45.00 feet from the northwest corner of Section 2, running thence N. 89° 30' E. 141.00 feet along the south line of Stark Street, to the true point of beginning of the tract herein described; thence continuing N 89° 30' E 139.00 feet; thence S. 0° 35' 10" E. 290.00 feet parallel with the east line of 122nd; thence S. 89° 30' W. 106.00 feet parallel with the south line of Stark Street; thence N. 0° 35' 10" W. 146.70 feet; thence N. 45° 35' 10" W. 45.74 feet; thence N. 0° 35' 10" 111.00 feet to the true point of beginning. Containing 0.802 acres. For reference see County Survey Nos. 16,782 and 17,119.

Parcel #852

4570

Multnomah County, Oregon

Lloyd Center
325 N.E. Weidler Street
Portland, Oregon 97232

That certain tract or parcel of land consisting of approximately nineteen thousand (19,000) square feet, on which a free standing restaurant building has been constructed, which tract is the subject of a lease dated April 26, 1977 between Lloyd Corp., Ltd., landlord, and Engine House Corp., tenant, to which lease Lloyd General Properties Partnership II, Ltd., an Oregon limited partnership, has succeeded as landlord, and which was assigned to Pietro's Corp. as tenant by an Assignment of Lease dated July 20, 1981, which tract is located in the City of Portland, County of Multnomah, State of Oregon, described as follows:

Lots 3, 4, 5, and 6, Block 221, Holladay's Addition to East Portland, except the east ten feet along Northeast Ninth Avenue taken for street purposes.

Parcel #862

Wasco County, Oregon

3320 West 6th
The Dalles, Oregon 97058

That certain tract or parcel of land that is the subject of a Lease Agreement dated March 20, 1984 from Thomas E. Foley and Marjory C. Foley, as Lessor, and Pietro's Corp., as Lessor, and which is specifically described as follows:

A portion of Lot 11, Snipes Acres, City of The Dalles, Wasco County, Oregon, in Section 29, Township 2 North, Range 13 East, Willamette Meridian, more particularly described as follows:

Commencing at the most southwesterly corner of said Lot 11; thence North 22°55' West along the westerly line of said Lot 11 a distance of 233.79 feet to the true point of beginning of this description; thence continuing North 22°55' West along the westerly line of said lot 185.00 feet to the most southwesterly corner of that property described in Instrument No. 78-0764, Microfilm Records of Wasco County, Oregon; thence North 69°28'30" East along the southerly line of said tract 251.00 feet to the easterly line of that 25 foot strip conveyed to the State of Oregon by Thomas E. Foley and Marjory Foley described in Instrument No. 67-1601, Microfilm Records of Wasco County, Oregon; thence South 18°43'30" East along the westerly line of said State of Oregon tract 183.61 feet; thence South 63°38'10" West 90.41 feet; thence South 72°32'00 West 147.77 feet to the true point of beginning of this description.

Contains 1.06 acres, more or less

SUBJECT TO: Non-exclusive easement for ingress and egress to the adjacent property lying to the South of the above described tract, more particularly described as follows:

Beginning at the most southeasterly corner of the said above described tract; thence South 63°38'10" West 48.30 feet; thence North 32°28'10" East 63.41 feet to the easterly line of the said above described

Legal Description - Continued

parcel; thence South 18°43'30" East 32.08 feet to the true point of beginning of this description.

Commencing at the most southwesterly corner of said Lot 11, Snipes Acres; thence North 22°55' West along the westerly line of said lot 11 a distance of 233.79 feet to the true point of beginning of this easement; thence along the southerly line of the said above described tract North 72°32'00" East 147.77 feet; thence continuing along said southerly line North 63°38'10" East 90.41 feet to the most southeasterly corner thereof; thence South 32°28'10" West 48.33 feet; thence South 63°38'10" West 51.00 feet; thence South 72°32'00" West 91.17 feet; thence North 84°20'00" West 63.66 feet to the true point of beginning of this easement.

SUBJECT TO: All other easements and rights-of-way of record.

Bearings based on Oregon State Coordinate System, North Zone Grid.

Parcel #870

Washington County, Oregon

9375 S.W. Beaverton-Hillsdale Rd.
Beaverton, Oregon 97005

That certain tract or parcel of land that is the subject of a Lease Agreement dated March 13, 1978 by and between Gerald V. Miller, as Lessor and Grizzly Bear, Inc., as Lessee, which Lease Agreement was validly assigned to Pietro's Corp., Grantor, by an Agreement dated November 16, 1982, which tract or parcel is specifically described as follows:

A tract of land situated in Section 14, Township 1 South, Range 1 West, Willamette Meridian, in the City of Beaverton, County of Washington and State of Oregon, more particularly described as follows, to wit:

Beginning at a point on the North line of S.W. Beaverton-Hillsdale Highway, which is 17.5 feet East of the Southeast corner of that tract described as Parcel I in deed to Frank Fink Co., recorded August 28, 1963, in Book 494, Page 272, Deed Records; thence North 0° 2' West, parallel with and 17.5 feet distant from, when measured at right angles to the East line and East line extended of said Frank Fink Co., tract, 325 feet, more or less, to a point on the South line of Lot 6, MAPLE DELL; thence North 89° 45' East along said South line, 100 feet, more or less, to the Initial Point of the Plat of MAPLE DELL, also being a point on the West line of Lot 31, CLUB MEADOW; thence South 4° 39' West 30 feet, more or less, to the Southwest corner of that tract of land described in Deed to Lloyd M. Bergseng, et ux, recorded September 9, 1948, in Book 288, Page 690, Deed Records; thence South 85° East to a point on the South line of said Bergseng Tract that is 122.5 feet distant from, when measured at right angles to the West line of the herein described tract; thence South 0° 2' East, parallel with and 122.5 feet distant from the West line of the herein described tract, 290 feet, more or less, to a point on the North line of S.W. Beaverton-Hillsdale Highway; thence West along said North line, 122.5 feet, more or less, to the Point of Beginning.

SUBJECT TO:

1. The rights of the public in and to that portion of the above property lying within the limits of roads and highways.
2. An easement created by instrument, including the terms and provisions thereof for roadway purposes over a 35 foot strip of land, the center line of which is the West line of the above-described tract, in favor of adjoining property owners, recorded December 10, 1970 in Book 800, Page 841, Deed Records.

Parcel #871

1411 N. Highway 99 West
McMinnville, Oregon 97128

Yamhill County, Oregon

4574

Those certain premises which are the subject of a Real Property Lease dated March 15, 1976 between W. R. Grace Land Corp. as Lessor and R. L. Spillman as Lessee, to which Edwin C. Anderson, Jr., Olive P. McWain and Kathleen Gann, all as Trustees, have succeeded to the interest of Lessor, and which Real Property Lease was assigned to Pietro's Corp. as Lessee by an Assignment of Lease dated November 19, 1982, which premises consist of a free-standing restaurant building located on Building Pad "G", having an address of 1411 N. Highway 99 West, McMinnville, Oregon 97128, located on a parcel of land described as follows:

BEING a portion of a tract of land in Section 16, Township 4 South, Range 4 West of the Willamette Meridian in Yamhill County, State of Oregon, more particularly described as follows:

BEGINNING at the intersection of the East line of Parcel No. 1 described in a deed to the City of McMinnville, recorded April 13, 1973 in Film Volume 93, Page 2385, Deed and Mortgage Records with the North line of Pacific Highway No. 99 West, 100 feet wide, running thence North 00° 04' 20" West along the East line of said City Tract 544.02 feet to a point which is 515.00 feet measured at right angles from the northerly line of Pacific Highway No. 99 West, 100 feet wide; running thence North 71° 07' 50" East parallel to said Highway No. 99 West measured at right angles from the South line of Parcel No. 2 in said City of McMinnville deed; running thence South 89° 26' 00" East parallel to and 250.00 feet South of the South line of said Parcel No. 2 - 339.95 feet to a line which is perpendicular to Highway No. 99 West and distant 970.00 feet measured from the point of beginning along the northerly lines of said Highway No. 99 West, 100 feet wide; running thence South 18° 52' 10" East perpendicular to said highway 401.89 feet to the northerly line of said Highway No. 99 West; running thence South 71° 07' 50" West along the northerly line of said Highway No. 99 West 970.00 feet to the point of Beginning.

Containing 436,284 square feet or 10.016 acres.

Equipment - All now owned or hereafter acquired goods located on the Property which are used or bought for use by Borrower in the business of Borrower, including but not limited to equipment, tools, machinery, furniture and fixtures, vehicles (exclusive of leased vehicles) and trade fixtures. "Equipment" shall include, but not be limited to, all freezers, compressors, coolers, slicers, grinders, preparation tables, dough rollers, stainless steel carts, ice machines, cheese slicers, bus carts, french fryers, grills, ovens, chicken fryers, microwave ovens, hot chocolate machines, cash registers, soup warmers, soup pots, dishwashers, electric boosters, office desks, safes, filing cabinets, salad bars, tables, chairs, fire extinguishers, sprinkler systems, adding machines, typewriters, chandeliers, music systems, washing machines, refrigerators, bathroom fixtures, vacuum cleaners, glasses, mugs, dryers, dishwasher hoods, computers, racks, shelving, love seats, makeup counters, printers, holding ovens, burglar alarms, tape players, telephones, draperies, skin racks, booster heaters, carpeting, flooring, tile, water heaters, conveyor ovens, fireplace screens, glass washers, heating and cooling systems, drink towers, beer dispensers, smallwares, silverware, mirrors, Roman shades, hanging plants, televisions, church pews, documentors, restroom partitions, coke towers, amusement rides, video equipment, ice bins, coffee makers, beer cooling systems, fans, water conditioning systems, video recorders, electrical systems, plumbing systems, heat pumps, sound systems, signs, indoor and outdoor lighting systems, electronic games, pizza pans, sundae bars, grease traps, septic systems, slush machines, hot water tanks, clothes washers, clothes dryers, readerboards, cheese graters, amplifiers, lister printers, toys, clocks, cookers, divider walls, pizza carts, door hardware, buffet warmers, gas meters, light fixtures, fireplaces, desert counters, Falcon kitchen printers, planters, pictures, wall locks, hangings, hose carts, brass fittings, office equipment, beer towers, cookers, deep dish equipment, energy savers, makeup air systems, rolling racks, time recorders, bun toasters, storm systems, wash stands, conveyors, fences, exhaust systems, dumpsters, window shades, cash drawers, exhaust hoods, duct work, salad coolers, calculators, trays, fire sprinkler systems,

mini blinds, booths, tool boxes, pasta shelves, display cabinets, vehicle detection systems, memory boards, benches, stack rings, divider walls, inventory scales, ice cream machines, dough sheeters, radios (CB, mobile, etc.), cheesemelters, slides, coatracks, sinks, piping, carpeting, hot water tanks, ice flakers, buffers, silk plants, firepoles, fire hydrants, fire trucks, hose reels, flooring, flylights, decorative fire equipment, pans, trays, dishes, time clocks, lockers, heat pumps, can dispensers, soda towers, carbinators, speakers, ladders, balloon blowers, cabinetry, wine towers, awnings, data couplers, pylons, neon signs, railings, butcher blocks, dispensers, hand dryers, cameras, dough kneaders, kettles, projectors, postage machines, drafting tables, dictaphones, transcribers, postal scales, check protectors, shredders, check perforators, video receivers, gutters, credenzas, adding machines, sofas, check signers, photocopiers, carpet cleaners, spice scales, video monitors, paint sprayers, scales, batteries, ramps, jacks, popcorn machines, and all parts, instruments, accessories, alterations, modifications, replacements, additions, tools, supplies, operating manuals and improvements intended to be used on or in connection with the foregoing. Without limiting the foregoing, Equipment shall include all "equipment" as defined in the UCC.

Inventory - Any and all present and future goods, merchandise and other personal property of Borrower located on the Property, which is or may at any time be held for sale or lease, furnished or to be furnished under any contract of service, held as raw materials, work in process, finished goods, supplies or materials used or consumed in Borrower's business, and the products of any such goods, merchandise and other personal property. Without limiting the foregoing, Inventory shall include all "inventory" as defined in the UCC.

4824C

4577

EXHIBIT C-1

FEE INTERESTS

4578

Store No.: 818
Address: 13405 S.W. Pacific Highway
Tigard, Oregon 97224
County/State: Washington County, Oregon

Permitted Encumbrances

1. An easement created by instrument, including the terms and provisions thereof,

Recorder's Fee No. 78050440

Dated : August 31, 1978
Recorded : November 15, 1978
In Favor Of : Adjacent property
For : Ingress and egress
Over : A 12 foot strip along the Northerly and Northwesterly boundaries.

2. Joint Access Easement and Maintenance Agreement, including the terms and conditions contained in instrument,

Recorder's Fee No. 88-03147

Dated : July 29, 1987
Recorded : January 22, 1988
Between : Public Storage Institutional Fund
And : Pietro's Corporation

Store No.: 819
 Address: 311 S.W. 17th Avenue
 Hillsboro, Oregon 97123
 County/State: Washington County, Oregon

Permitted Encumbrances

Right, title and interest of the property owners adjacent to the South in and to ingress, egress and cross parking as disclosed by a drive through located on the South line of the property described herein as found by an inspection of the property on February 17, 1988.

* * * * *

Store No.: 863
 Address: 19495 S.W. Tualatin Valley Hwy.
 Aloha, Oregon 97006
 County/State: Washington County, Oregon

Permitted Encumbrances

1. Regulations, including the power to acquire rights of ways and easements, and to levy assessments of the Unified Sewerage Agency. (No liens as of March 16, 1988.)
 2. Regulations, including the power to acquire rights of ways and easements, of the Wolf Creek Highway Water District.
 3. Limited access in deed to State of Oregon, by and through its Department of Transportation, Highway Department which provides that no right or easement of right of access to, from or across the State Highway other than expressly therein provided for shall attach to the abutting property.
- Recorded : May 16, 1955 Book: 369 Page: 117

The above access rights were changed by instrument,
 Recorded : January 20, 1986 Recorder's Fee No. 86003001

Permitted Encumbrances - Continued

4. Covenants, easements and restrictions, but omitting restrictions if any, based on race, color, religion or national origin, imposed by instrument, including the terms thereof,
Recorded : July 6, 1983 Recorder's Fee No. 83023920
5. Ingress and egress easement agreement, including the terms and provisions thereof,
Dated : July 19, 1983
Recorded : October 31, 1983 Recorder's Fee No. 83040191
6. Trust Deed, including the terms and provisions thereof,
Amount : \$250,000.00
Dated : August 16, 1984
Recorded : August 20, 1984 Recorder's Fee No. 84032930
Trustor : Pietro's Corp., a Washington corporation
Trustee : Ticor Title Insurance Company of California
Beneficiary : J. Paul Doughty and Lilli I. Doughty, husband and wife
7. An easement created by instrument, including the terms and provisions thereof,
Dated : December 18, 1984
Recorded : March 12, 1985 Recorder's Fee No. 85008438
In Favor Of : Portland General Electric Company, an Oregon corporation
For : Electric power lines
Over : The Westerly 10 feet of the subject property

4581

Store No.: 821
Address: 3540 West 11th
Eugene, Oregon 97402
County/State: Lane County, Oregon

Permitted Encumbrances

1. Covenants, Conditions and Restrictions, as contained in Deed recorded March 9, 1979, Reel 978, Reception No. 79 13956, as follows: "Grantees, for the use and benefit of grantees, its agents, employees, customers, licensees, subtenants, agents and assigns, shall have the non-exclusive right in common with grantor, and other present and future owners, tenants, their agents, employees, customers, licensees, and subtenants of surrounding paved areas, to use the present common paved parking areas for ingress and egress and automobile parking. Grantees covenant that they, nor their assigns, heirs, or agents, shall construct any barriers or do any other thing to restrict the free flow of traffic across the common areas of their property and adjoining property."

2. Permit and Easement to the City of Eugene, acting by and through the Eugene Water and Electric Board, recorded July 30, 1987, Reel 1469, Reception No. 87 32835, Lane County Oregon Records.

4582

Store No.: 823
Address: Vacant Tract

County/State: Deschutes County, Oregon

Permitted Encumbrances

1. The premises under search fall within the boundaries of Deschutes Reclamation and Irrigation District and are subject to rules, regulations, assessments and liens thereon.
2. Existing telephone, telegraph, power lines, roads, railroads, highways, ditches, canals and pipelines.

Store No.: 828
Address: Vacant Tract

County/State: Klamath County, Oregon

Permitted Encumbrances

1. Rights of the public in and to any portion of the herein described premises lying within the boundaries of roads or highways.
2. Regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals, of Klamath Irrigation District.
3. Regulations, including levies, liens, assessments, rights of way and easements of the South Suburban Sanitary District, and as per Ordinance No. 29, recorded May 24, 1983 in Book M-83 at page 8062 and as per Ordinance NO. 30, recorded May 30, 1986 in Book M-86 at page 9346 and as per Ordinance No. 31, recorded January 6, 1988 in Book M-88 at page 207.
4. Slope Easement, including the terms and provisions thereof:
Dated : April 12, 1946
Recorded : May 6, 1946
Book : 188
Page : 382
In favor of : State of Oregon Highway Commission
5. Easement, including the terms and provisions thereof:
Dated : March 3, 1969
Recorded : April 28, 1969
Book : M-69
Page : 3099
Granted to : Gulf Oil Corporation, a Pennsylvania Corporation

Also including a mutual agreement for an easement for ingress and egress over the following described tract: Beginning at the above point "x"; thence South 29° 08' East parallel with the Westerly right of way line of U.S.R.S. Drain a distance of 55 feet; thence North to a point on the South line of South 6th Street, said point being Easterly 23½ feet from the true point of beginning; thence West 23½ feet to the true point of beginning.

4584

Store No.: 868
Address: 2415 North 10th Street
Baker, Oregon 97814
County/State: Baker County, Oregon

Permitted Encumbrances

1. PROPOSED LIEN for Auburn Avenue/Pocahontas Road Hwy #66
Street Assessment \$286.00. Work on this improvement has
not started yet.

Store No.: 874
Address: 1381 S.W. Highway #97
Madras, Oregon 97741
County/State: Jefferson County, Oregon

4585

Permitted Encumbrances

1. The property lies within the boundaries of Deschutes Valley Water District and is subject to any charges or assessments levied by said District, and pipeline easements in connection therewith.
2. Regulations of North Unit Irrigation District, within which the above property lies, including levies, assessments, water and irrigation rights and easements for ditches and canals.
3. The rights of the public in and to that portion of the above property lying within the limits of County Roads or Highways.
4. Existing power poles and lines.

Store No.: 890
 Address: 10524 S.E. Stark Street
 Portland, Oregon 97216
 County/State: Multnomah County, Oregon

Permitted Encumbrances

1. Regulations, including levies, liens, assessments, rights of way and easements of the Mid-County Sewer Project. (No assessments or liens as of February 25, 1988).
 2. An easement created by instrument, including the terms and provisions thereof,
 Dated : July 6, 1971
 Recorded : July 13, 1971 Book: 799 Page: 1617
 In Favor Of : Lands to the Southwest (as described therein)
 For : Sign purposes
 Over : The North 35 feet of the West 6 feet of the tract herein
 3. Covenants, easements and restrictions, but omitting restrictions, if any, based on race, color, religion or national origin, imposed by instrument, including the terms thereof,
 Recorded : July 13, 1971 Book: 799 Page: 1617
 As follows : "...Grantee, for itself, its successors and assigns, covenants that the property granted hereunder shall not be used for the conduct of the business of a pharmacy for a period of twenty years from the date hereof; and further agrees that said covenant and restriction on the use of the land is intended to and shall run with the land and shall be binding on Grantee and all parties and persons claiming under it for the aforesaid period of twenty years, at which time said covenant and restriction shall automatically cease..."
- (Said instrument was not dated, but was acknowledged on July 6, 1971 and recorded on July 13, 1971.)

Permitted Encumbrances - Continued

4587

4. An easement created by instrument, including the terms and provisions thereof,
Dated : February 14, 1980
Recorded : April 21, 1980 Book: 1435 Page: 418
In Favor Of : Lands to the South
For : Ingress and egress for vehicular traffic and pedestrian traffic
Over : The South 15 feet of the tract herein, or the parking areas, driveways, access areas, entrances, exits and sidewalks "...of said area..."

5. Any effect, if any, of the Declaration of Easements and Restrictions, including the terms and provisions thereof, dated December 10, 1970 and recorded December 14, 1970 in Book 764, Page 116 through 121, (executed by Payless Properties Corporation).

The easement instrument recorded April 21, 1980 in Book 1435 at Page 418 (set out above) states (in part) "...This declaration shall be supplementary to and in addition to the Declaration of Easements and Restrictions...recorded December 14, 1970 in Book 764, Page 120...); however, we find of record a Cancellation of Easements and Restrictions, recorded July 13, 1971, in Book 799, Page 1623, executed by Payless Properties Corporation and Herfy's Corporation, which states (in part) "... These (sic) Easements, Restrictions, Conditions, Covenants and Declarations, set forth in ..."Declaration of Easements and Restrictions"...recorded December 14, 1970 in Book 764, Page 116... are hereby cancelled in their entirety to the same intent and effect as if said document had never been executed and recorded..."

6. Right, title and interest of the owner and, or lessee of a sign reading Binyon Optical located in the Northeast corner of the property described herein as disclosed by an inspection on February 18, 1988.

Binyon Optical is located on property adjacent to the South.

Store No.: 816
Address: 10524 S.E. Stark Street
Portland, Oregon 97216
County/State: Multnomah County, Oregon

4588

Permitted Encumbrances

1. An easement created by instrument, including the terms and provisions thereof,
Dated : February 26, 1973 Book: 918 Page: 852
Recorded : April 3, 1973
In Favor Of : Multnomah County
For : Slope purposes
Over : 15 feet on the Easterly side of S.E. 221st Street,
now known as N.W. Eastman Parkway
2. Covenants, easements and restrictions, but omitting restrictions, if any, based on race, color, religion or national origin, imposed by instrument, including the terms thereof, Book: 1120 Page: 186
Recorded : August 9, 1976
As follows : "By acceptance of this conveyance, grantee covenants that for a period of 20 years from the date of this deed, neither grantee its successors nor assigns shall use the herein conveyed property for a restaurant or coffee shop specializing in the sale of chicken and/or steak for on or off premises consumption.
It is the intention of the parties that the burden of this covenant shall run with the property conveyed by this deed and that the benefit of this covenant shall run with the Collins Property.
Alternatively, in the event the benefit of this covenant is determined by any court not to run with the Collins Property, it is the intention of the parties that the covenant and the rights to enforce the covenant shall be freely assignable by grantor to any person or entity holding fee simple or leasehold interest in the Collins Property.
In the event grantor or its successors are required to institute suit or action to enforce the covenants, they shall be entitled to recover from the grantee, its successors or assigns such sum as the court may adjudge reasonable as attorney's fees at trial or on appeal of such suit or action in addition to all other sums provided by law. Failure of grantor and its successors at any time to require performance of this covenant shall not constitute a waiver of their rights hereunder or prevent grantor or its successors from thereafter enforcing this covenant against any succeeding breach."

Permitted Encumbrances - Continued

3. An easement created by instrument, including the terms and provisions thereof,
Dated : March 28, 1978
Recorded : April 6, 1978 Book: 1253 Page: 1905
In Favor Of : Property adjoining on the North
For : Ingress, egress and parking
Over : The West one-third and the North 20 feet of the property
4. An easement created by instrument, including the terms and provisions thereof,
Dated : June 22, 1979
Recorded : August 17, 1979 Book: 1375 Page: 1810
In Favor Of : Portland General Electric Company
For : Utility purposes
Over : The Southeasterly portion of the tract herein
5. An easement created by instrument, including the terms and provisions thereof,
Dated : October 5, 1981
Recorded : October 13, 1981 Book: 1555 Page: 957
In Favor Of : City of Gresham
For : Public road sign purposes
Over : A 10 foot by 10 foot area along the Easterly line of N.W. Eastman Parkway
6. City lien, in favor of the City of Gresham,
Recorded : November 22, 1982 Book: 1629 Page: 1247
Amount : \$14,675.58, plus interest at 10.87%
Next payment of \$489.19, plus interest due April 1, 1988.
For : The 221st/223rd (Fariss to 1st) street project
7. Right, title and interest of the property owners adjacent to the East in and to ingress, egress and cross parking as disclosed by a drive through and driveway located on and along the East line of the property described herein as found by an inspection of the property on February 18, 1988.
- A Sizzler's Restaurant is located on the property adjacent to the East.

4590

EXHIBIT C-2

LEASEHOLD INTERESTS

4591

Store No.: 802
Address: 10300 S.E. Main Street
Milwaukie, Oregon 97222
County/State: Clackamas County, Oregon

Permitted Encumbrances

None attaching through Grantor. No warranty or representation is made as to encumbrances attaching through persons or entities other than through Grantor.

4592

Store No.: 873
Address: 1933 Newmark
North Bend, Oregon 97459
County/State: Coos County, Oregon

Permitted Encumbrances

None attaching through Grantor. No warranty or representation is made as to encumbrances attaching through persons or entities other than through Grantor.

Store No.: 876
Address: 960 W. Third Street
Prineville, Oregon 97754
County/State: Crook County, Oregon

4593

Permitted Encumbrances

None attaching through Grantor. No warranty or representation is made as to encumbrances attaching through persons or entities other than through Grantor.

Store No.: 875
Address: 413 West Glacier
Redmond, Oregon 97756
County/State: Deschutes County, Oregon

4594

Permitted Encumbrances

None attaching through Grantor. No warranty or representation is made as to encumbrances attaching through persons or entities other than through Grantor.

Store No.: 877
Address: 1115 N.E. 3rd Street
Bend, Oregon 97701
County/State: Deschutes County, Oregon

4595

Permitted Encumbrances

None attaching through Grantor. No warranty or representation is made as to encumbrances attaching through persons or entities other than through Grantor.

4596

Store No.: 860
Address: 107 Second Street
Hood River, Oregon 97031
County/State: Hood River County, Oregon

Permitted Encumbrances

None attaching through Grantor. No warranty or representation is made as to encumbrances attaching through persons or entities other than through Grantor.

4597

Store No.: 805
Address: 535 Stevens Street
Medford, Oregon 97501
County/State: Jackson County, Oregon

Permitted Encumbrances

None attaching through Grantor. No warranty or representation is made as to encumbrances attaching through persons or entities other than through Grantor.

4598

Store No.: 857
Address: 1011 Valley River Way
Eugene, Oregon 97401
County/State: Lane County, Oregon

Permitted Encumbrances

None attaching through Grantor. No warranty or representation is made as to encumbrances attaching through persons or entities other than through Grantor.

L 4599

Store No.: 869
Address: 1241 S.W. 4th Avenue
Ontario, Oregon 97914
County/State: Malheur County, Oregon

Permitted Encumbrances

None attaching through Grantor. No warranty or representation is made as to encumbrances attaching through persons or entities other than through Grantor.

4600

Store No.: 803
Address: 1637 Hawthorne N.E.
Salem, Oregon 97301
County/State: Marion County, Oregon

Permitted Encumbrances

None attaching through Grantor. No warranty or representation is made as to encumbrances attaching through persons or entities other than through Grantor.

4601

Store No.: 806
Address: 12222 S.E. Stark Street
Portland, Oregon
County/State: Multnomah County, Oregon

Permitted Encumbrances

None attaching through Grantor. No warranty or representation
is made as to encumbrances attaching through persons or
entities other than through Grantor.

4602

Store No.: 862
Address: 3320 West 6th
The Dalles, Oregon 97058
County/State: Wasco County, Oregon

Permitted Encumbrances

None attaching through Grantor. No warranty or representation is made as to encumbrances attaching through persons or entities other than through Grantor.

4603

Store No.: 870
Address: 9375 S.W. Beaverton-Hillsdale Rd.
Beaverton, Oregon 97005
County/State: Washington County, Oregon

Permitted Encumbrances

None attaching through Grantor. No warranty or representation is made as to encumbrances attaching through persons or entities other than through Grantor.

4604

Store No.: 871
Address: 1444 N. Highway 99 West
McMinnville, Oregon 97128
County/State: Yamhill County, Oregon

Permitted Encumbrances

None attaching through Grantor. No warranty or representation is made as to encumbrances attaching through persons or entities other than through Grantor.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title & Escrow, Inc. the 31st day
of March A.D., 19 88 at 9:53 o'clock A M., and duly recorded in Vol. M88,
of Mortgages on Page 4529.

FEE \$380.00

Evelyn Biehn, County Clerk
By *[Signature]*