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MORTGAGE, SECURITY AGREEMENT, AND ASSIGNMENT OF RENTS

Dated as of December 1, 1984

FROM

NICE CORPORATION
(Mortgagor)

TO

ZIONS FIRST NATIONAL BANK, as Trustee
(Mortgagee)

*CE-REF-0042
2/1/84
2/1/84
2/1/84*

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MORTGAGE, SECURITY AGREEMENT, AND ASSIGNMENT OF RENTS

THIS MORTGAGE, SECURITY AGREEMENT, AND ASSIGNMENT OF RENTS is made and entered into as of December 1, 1984, by and between NICE Corporation, a Utah corporation whose mailing address is 4357 South Airport Park Plaza, Ogden, Utah 84405, ("Mortgagor") and Zions First National Bank, a national banking association whose mailing address is One South Main Street, Salt Lake City, Utah 84111, as Trustee ("Mortgagee") pursuant to an Indenture of Trust, dated as of December 1, 1984, (the "Indenture") between Mortgagee and Weber County, Utah ("Issuer").

This Mortgage is also a Security Agreement and Financing Statement under the Utah Uniform Commercial Code and in compliance therewith, the following information is set forth:

1. The names and addresses of the Debtor and the Secured Party are:

DEBTOR: NICE Corporation
4357 South Airport Park Plaza
Ogden, Utah 84405
Emp. Fed. I.D. No. 87-0323978

SECURED PARTY: Zions First National Bank,
as Trustee on behalf of
holders of certain industrial
development revenue bonds,
One South Main Street
Salt Lake City, Utah 84111

2. COLLATERAL: This Financing Statement covers the types (or items) of collateral described in the Granting Clauses contained herein.

3. REAL ESTATE: The collateral covered by this Financing Statement includes goods which are, or are to become fixtures in, or upon or related to the herein described real estate situated in Weber County, State of Utah.

4. RECORD OWNER: The name of the record owner of the real estate described above in paragraph 3 is NICE Corporation, a Utah corporation.

5. The following is supplied in answer to the information requested as to whether Secured Party is or is not a seller or purchase money lender: This Financing Statement is executed in connection with the issuance by Weber County, Utah, of its \$1,500,000 Industrial Development Revenue Bonds (NICE Corporation Project), Series 1984A, and its \$1,237,000 Industrial Development Revenue Bonds (NICE Corporation Project), Series 1984B, a portion of the proceeds of each of which will be utilized by NICE Corporation, a Utah corporation, to acquire, construct, improve and equip all or part of certain warehousing, business office building, and commercial facilities and related facilities, equipment, and improvements, located in Weber County, Utah. The Secured Party hereunder or Weber County, Utah, is a purchase money lender with respect to the collateral described herein. The date or dates upon which purchases in connection therewith will be made and the exact amount that will be utilized for such purpose cannot be determined at this time. All applicable sales and use taxes have been or will be paid.

WITNESSETH:

Mortgagor hereby MORTGAGES, GRANTS, CONVEYS, TRANSFERS, and ASSIGNS unto Mortgagee, and Mortgagee's successors and assigns, all right, title, and interest that Mortgagor now has or may hereafter acquire in the following described real property situated in Weber County, State of Utah:

PARCEL I:

A part of the Northeast Quarter of Section 12, Township 5 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey: BEGINNING at a point North $89^{\circ}38'07''$ East 3179.20 feet and North $38^{\circ}15'$ East 761.38 feet from the Southwest Corner of the Northwest Quarter of said Section 12, and running thence North $38^{\circ}15'$ East 585.12 feet to the Southerly line of Interstate 80-N; thence South $0^{\circ}52'05''$ West 319.64 feet along said Southerly line to the Westerly line of Interstate 15; thence South $44^{\circ}34'35''$ West 333.16 feet along said West line; thence North $51^{\circ}45'$ West 157.34 feet to the point of beginning.

Together with a 30 foot right-of-way, described as follows: A part of the Northeast Quarter of Section 12, Township 5 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey: BEGINNING on the North right-of-way line of 4400 South Street at a point which is North $89^{\circ}38'07''$ East 3179.20 feet and North $38^{\circ}15'$ East 84.03 feet and South $79^{\circ}39'29''$ East 88.53 feet and South $76^{\circ}40'27''$ East 10.0 feet from the Southwest Corner of the Northwest Quarter of said Section 12, running thence North $44^{\circ}34'33''$ East along Highway right-of-way 965.33 feet; thence North $51^{\circ}45'$ West 30.0 feet; thence South $44^{\circ}34'33''$ West to the North right-of-way line of 4400 South Street; thence Southeasterly along said North right-of-way to the point of beginning.

PARCEL II:

A part of the Northeast Quarter of Section 12, Township 5 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey: Beginning on the Southeasterly right-of-way line of the Union Pacific Railroad and 265.34 feet North $38^{\circ}15'$ East from the North right-of-way line of 4400 South Street at a point which is North $89^{\circ}38'07''$ East 3179.20 feet and North $38^{\circ}15'$ East 349.38 feet from the Southwest corner of the Northwest Quarter of said Section 12, running thence North $38^{\circ}15'$ East along said Railroad right-of-way line, 185.15 feet; thence South $51^{\circ}45'$ East 132.90 feet, thence South $44^{\circ}34'35''$ West along Highway right-of-way and one foot Northwest of and parallel with a Highway Right-of-way fence, 186.27 feet; thence North $51^{\circ}45'$ West 112.92 feet to the point of beginning.

Subject to and together with a 30 foot right-of-way described as follows: A part of the Northeast Quarter of Section 12, Township 5 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey; Beginning on the North right-of-way line of 4400 South Street at a

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point which is North 89°38'07" East 3179.20 feet and North 38°15' East 84.03 feet and South 79°39'29" East 88.53 feet and South 76°40'27" East 10.0 feet from the Southwest corner of the Northwest Quarter of said Section 12, running thence North 44°34'33" East along Highway right-of-way 965.33 feet; thence North 51°45' West 30.0 feet; thence South 44°34'33" West to the North right-of-way line of 4400 South Street; thence Southeasterly along said North right-of-way to the point of beginning.

PARCEL III:

A part of the Northeast Quarter of Section 12, Township 5 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey: Beginning on the Southeasterly right-of-way line of the Union Pacific Railroad at a point which is North 89°38'07" East 3179.20 feet and North 38°15' East 534.53 feet from the Southwest corner of the Northwest Quarter of said Section 12; running thence North 38°15' East along said Railroad right-of-way line 146.85 feet; thence South 51°45' East 148.46 feet more or less to highway; thence South 44°34'33" West along Highway right-of-way and one foot Northwest of parallel with a Highway right-of-way fence 148.45 feet; thence North 51°45' West 132.20 feet to the point of beginning. Subject to and together with a 30 foot right-of-way, described as follows: A part of the Northeast Quarter of Section 12, Township 5 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey: Beginning on the North right-of-way line of 4400 South Street at a point which is North 89°38'07" East 3179.20 feet and North 38°15' East 84.03 feet and South 79°39'29" East 88.53 feet and South 76°40'27" East 10.0 feet from the Southwest corner of the Northwest Quarter of said Section 12, running thence North 44°34'33" East along Highway right-of-way 965.33 feet; thence North 51°45' West 30.0 feet; thence South 44°34'33" West to the North right-of-way line of 4400 South Street; thence Southeasterly along said North right-of-way to the point of beginning.

PARCEL IV:

A part of the Northeast Quarter of Section 12, Township 5 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point North 89°38'07" East 3179.20 feet and North 38°15' East 681.38 feet from the Southwest Corner of the Northwest Quarter of said Section 12, running thence North 38°15' East 80 feet; thence South 51°45' East 157.34 feet to Highway; thence South 44°34'33" West 80.48 feet along Highway; thence North 51°45' West 148.46 feet to point of beginning. Subject to and together with a 30 foot right-of-way, described as follows: Part of the North East Quarter of Section 12, Township 5, North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey: Beginning on the North Right-Of-Way line of 4400 South Street at a point which is North 89°38'07" East 3179.20 feet and North 38°15' East 84.03 feet and South 79°39'29" East 88.53 feet and South 76°40'27" East 10.0 feet from the Southwest Corner of the Northwest Quarter of said Section 12; running thence North 44°34'33"

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East along Highway Right-Of-Way 965.33 feet, thence North 51°45' West 30.0 feet, thence South 44°34'33" West to the North Right-Of-Way line of 4400 South Street, thence Southeasterly along said North Right-Of-Way to the point of beginning.

TOGETHER WITH (i) All appurtenances, easements, water and water rights belonging to or used upon or in connection with said real property (however represented), pumps, pumping plants, pipes, flumes and ditches, rights-of-way and other rights used in connection therewith or as a means of access thereto, whether now or hereafter owned or constructed or placed thereupon; (ii) the entire interest of Mortgagor in and to all buildings, structures, improvements and appurtenances now standing, or at any time hereafter constructed or placed, upon said real property, including all right, title and interest of Mortgagor, if any, in and to all building material, building equipment and fixtures of every kind and nature whatsoever on any of said real property or in any building, structure or improvement now or hereafter standing on any of said real property which are classified as fixtures under applicable law and which are used in connection with the operation, maintenance or protection of said buildings, structures and improvements as such, whether or not the same are used in connection with the operation of any business conducted upon any of said real property, and the reversion or reversions, remainder or remainders, in and to any of said real property, and together with the entire interest of Mortgagor in and to all and singular the tenements, hereditaments, easements, rights of way, rights, privileges and appurtenances to said land, belonging or in any wise appertaining thereto, including without limitation the entire right, title and interest of Mortgagor in, to and under any streets, ways, alleys, gores or strips of land adjoining said real property, and all claims or demands whatsoever of Mortgagor either in law or in equity, in possession or expectancy of, in and to said real property, it being the intention of the parties hereto that, so far as may be permitted by law, all property of the character hereinabove described, which is now owned or, is hereafter, acquired by Mortgagor and is affixed or attached, or annexed to said land, shall be and remain or become and constitute a portion of said land and the security covered by and subject to the lien of this Mortgage, and together with all rents, income, revenues, issues and profits thereof; (iii) all equipment and other tangible personal property now owned and acquired by Mortgagor from the proceeds of the loan made pursuant to the Loan Agreement described hereinafter or hereafter acquired by Mortgagor from the proceeds of such loan and in either case used or procured for use in connection with the facilities operated or to be operated by Mortgagor on any of said real property (other than Excepted Property as hereinafter defined), and the equipment and other tangible personal property described in Exhibit A attached hereto (including in each instance improvements, restorations, replacements, repairs, accessions, or substitutions thereto or therefor and any addition or additions thereto), together with all the rents, issues, income, profits, and avails thereof; (iv) all the estate, interest, right, title, property, or other claim or demand of every nature whatsoever, in and to such property, including, specifically, but without limitation, all deposits made with or other security given to utility companies by Mortgagor with respect to such property and claims or demands relating to insurance or condemnation awards which Mortgagor now has or may hereafter acquire, including all advance payments of insurance premiums made by Mortgagor with respect thereto; and (v) all right, title, and interest of Mortgagor in and to all ground leases, leases, subleases, licenses, occupancy agreements, concessions or other arrangements, whether written or oral, whereby any person, corporation, or business entity has agreed to pay money or any consideration for the use, possession, or occupancy of the premises hereby conveyed, or any part or portion thereof or space therein, and all rents, income, profits, benefits, advantages, and claims against guarantors under any of the foregoing; provided, however, that nothing herein shall

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be construed to include inventory, goods, or other personal property held by Mortgagor for resale in the ordinary course of its business or any movable property acquired from sources other than the loan made pursuant to the Loan Agreement, or proceeds from the sale of any thereof (collectively hereinafter sometimes referred to as the "Excepted Property").

Mortgagor hereby assigns and transfers to Mortgagee, as additional security, all rents, profits, damages, royalties, and revenues of every kind, nature and description whatsoever that Mortgagor may be entitled to receive from any person or entity owning or having or hereafter acquiring a right to the oil, gas, water (whether riparian, appropriative or otherwise, and whether or not appurtenant), or mineral rights and reservations of the Mortgaged Property (as hereinafter defined), with the right in Mortgagee to receive and receipt therefor and apply the same to the indebtedness secured hereby either before or after any default hereunder, and Mortgagee may demand, sue for and recover any such payments but shall not be required to do so.

All of the estate, interest, right, title, and property hereby conveyed to Mortgagee or made subject to the security interest hereinabove described is referred to herein as the "Mortgaged Property" and the foregoing provisions of this Mortgage are herein referred to collectively as the "Granting Clauses".

FOR THE PURPOSE OF SECURING:

(1) payment of the \$1,500,000 aggregate principal amount of Weber County, Utah, Industrial Development Revenue Bonds (NICE Corporation Project), Series 1984A (the "Series 1984A Bonds") issued pursuant to the Indenture, bearing interest at a fluctuating rate per annum (adjusted as provided in the Indenture) equal to 80% (except as otherwise provided in the Indenture under certain circumstances) of the rate from time to time established by Zions First National Bank as its "base rate" as described in the Indenture and payable as to principal and interest on June 1, 1985, and thereafter on June 1 and December 1 of each year to and including December 1, 1999, as provided in the Indenture;

(2) payment of the \$1,237,000 aggregate principal amount of Weber County, Utah, Industrial Development Revenue Bonds (NICE Corporation Project), Series 1984B (the "Series 1984B Bonds"; the Series 1984A Bonds and the Series 1984B Bonds are herein collectively referred to as the "Bonds"), issued pursuant to the Indenture, bearing interest at a fluctuating rate per annum (adjusted as provided in the Indenture) equal to 85% (except as otherwise provided in the Indenture under certain circumstances) of the rate from time to time established by Zions First National Bank as its "base rate" as described in the Indenture and payable as to principal and interest on June 1, 1985, and thereafter on June 1 and December 1 of each year to and including December 1, 1989, as provided in the Indenture;

(3) payment of indebtedness in the aggregate principal amount of \$1,500,000 evidenced by that certain Loan Agreement by and between Issuer and Mortgagor, dated as of December 1, 1984, (the "Loan Agreement") and the Promissory Note, dated as of December 1, 1984, delivered by Mortgagor pursuant to the Loan Agreement (the "Note"); bearing interest with respect to the portion thereof attributable to the Series 1984A Bonds at a fluctuating rate per annum (adjusted as provided in the Loan Agreement) equal to 80% (except as otherwise provided in the Loan Agreement under certain circumstances) of the rate from time to time established by Zions First National Bank as its "base rate," and with respect to the portion thereof attributable

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to the Series 1984B Bonds at a fluctuating rate per annum (adjusted as provided in the Loan Agreement) equal to 85% of the rate from time to time established by Zions First National Bank as its "base rate," all as described in the Loan Agreement and the Note and payable as to principal and interest on January 25, 1985, and thereafter on the twenty-fifth day of each month to and including November 25, 1999, as provided in the Loan Agreement and the Note;

(4) payment of all sums advanced by or on behalf of Mortgagee to protect the Mortgaged Property hereunder or under the Indenture, with interest thereon all as provided herein and in the Indenture; and

(5) performance of each and every obligation, covenant, and agreement of Mortgagor contained herein, in the Loan Agreement and the Note, and with respect to the Bonds.

Mortgagor hereby covenants with Mortgagee that Mortgagor has marketable fee title in the Mortgaged Property; that Mortgagor has good and lawful authority to assign, sell, convey, and mortgage the same; that the Mortgaged Property is free and clear of all liens and encumbrances whatsoever, except as may be above stated and except certain Permitted Encumbrances as that term is defined in the Loan Agreement; and Mortgagor covenants to warrant and defend the Mortgaged Property against the lawful claims of all persons whomsoever, except as may be above stated.

CONDITIONED, HOWEVER, that if Issuer, as issuer of the Bonds, its successors or assigns, shall pay, or cause to be paid, or provision for such payment shall have been made in accordance with Article VIII of the Indenture, and shall cause the payments to be made, on the Bonds as required under Article IV of the Indenture, or shall provide, as permitted by the Indenture, for payment thereof by depositing with Trustee under the Indenture, the entire amount due or to become due, thereon, and shall well and truly cause to be kept, performed, and observed all of its material covenants and conditions pursuant to the terms of the Indenture and shall pay or cause to be paid to Trustee, under the Indenture all sums of money due, or to become due to it in accordance with the terms and provisions of the Indenture, then upon the final payment thereof, the mortgage lien, rights and security interests hereby granted shall cease, determine, and be void; otherwise such rights and interests shall be and remain in full force and effect.

IN ORDER MORE FULLY TO PROTECT THE SECURITY OF THIS MORTGAGE, MORTGAGOR HEREBY COVENANTS AND AGREES AS FOLLOWS:

ARTICLE I
ARTICLE I

COVENANTS AND AGREEMENTS OF MORTGAGOR

Mortgagor hereby covenants and agrees as follows:

1.1. Payment of Secured Obligations. To pay when due the principal of, and the premium (if any) and interest on, the indebtedness evidenced by the Note, charges, fees, and all other sums as provided in the Loan Agreement, and herein, and the principal of, and interest on, any future advances secured by this Mortgage.

1.2. Maintenance, Repairs, Alterations. To keep all of the Mortgaged Property in good condition and repair, except as otherwise set forth in the Loan Agreement, not to remove, demolish, or alter substantially (except such alterations as may be required by laws, ordinances, or regulations) any of the Mortgaged Property; provided, however, that Mortgagor may make such proper replacements, repairs, renewals, removals, and alterations as it shall in good faith determine are necessary or advisable to maintain or enhance the efficiency and value of the security created hereby or as are otherwise permitted by the Loan Agreement; to complete promptly and in good and workmanlike manner any building or other improvement which may be constructed on the Mortgaged Property, to restore promptly in like manner any building or other improvement which may be damaged or destroyed thereon except as otherwise permitted by the provisions of the Loan Agreement, and to pay when due all claims for labor performed and materials furnished therefor, provided that Mortgagor shall not be required to pay any such claim if it shall in good faith, to the extent permitted in the Loan Agreement, contest the validity thereof and, if so contested, shall provide for the payment thereof in manner satisfactory to Mortgagee; to comply with all laws, ordinances, regulations, conditions, covenants, and restrictions now or hereafter affecting the Mortgaged Property or any part thereof or requiring any alterations or improvements to be made thereon; not to commit or permit any waste, and not to permit any deterioration, of the Mortgaged Property; not to commit, suffer, or permit any act to be done in or upon the Mortgaged Property in violation of any law or ordinance; and to keep and maintain abutting grounds, sidewalks, roads, driveways, parking, and landscaped areas in good and neat order and repair.

1.3. Required Insurance. To provide and maintain insurance as required by Sections 4.7, 4.8, and 4.9 of the Loan Agreement, and to deliver duplicate originals or certified copies of the policies of said insurance or other written evidence thereof to Mortgagee; it being mutually agreed that, except as otherwise permitted by the provisions of the Loan Agreement the proceeds of any such insurance shall be deposited with the Trustee under the Indenture and that said proceeds are hereby assigned to said Trustee to be held and disbursed by said Trustee as provided in the Indenture and the Loan Agreement. At least, thirty (30) days prior to the expiration of such policy, Mortgagor shall furnish Mortgagee with binders or other evidence satisfactory to Mortgagee of the reissuance of a policy continuing insurance in force as required by this Mortgage. All such policies shall contain a provision that such policies will not be canceled or materially amended, which term shall include any reduction in the scope or limits of coverage, without at least, thirty (30) days prior written notice to Mortgagee and Issuer, but only ten (10) days advance notice in case of nonpayment of premium. In the event Mortgagor fails to provide, maintain, keep in force, or deliver and furnish, to Mortgagee and Issuer the policies or certificates of insurance, required by this Paragraph, Mortgagee may procure such insurance or single interest insurance for such risks covering Mortgagee's interest, and Mortgagor will pay all premiums thereon promptly upon demand by Mortgagee, and until such payment is made by Mortgagor the amount of all such premiums together with interest thereon shall be secured by this Mortgage at the rate of twenty percent (20%) per annum; provided, however, that in no event shall such fluctuating rate exceed the maximum rate permitted by law.

1.4. Assignment of Policies Upon Foreclosure. In the event of foreclosure of this Mortgage or other transfer of title or assignment of the Mortgaged Property in extinguishment, in whole or in part, of the debt secured hereby, all right, title and interest of Mortgagor in and to all policies of insurance required by Paragraph 1.3 hereof shall inure to the benefit of and pass to the successor in interest to Mortgagor or the purchaser or grantee of the Mortgaged Property.

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1.5. Actions Affecting Mortgaged Property. To appear in and defend any action or proceeding affecting or purporting to affect the security of this Mortgage, any additional or other security for any of the obligations secured hereby, or the interest, rights, powers, or duties of Mortgagee hereunder; it being agreed, however, that in the case of an action or proceeding against Mortgagee, then Mortgagee, at its option, may appear in and defend any such action or proceeding deemed necessary by it to perfect, maintain, or protect such interest, rights, powers, or duties, all in such manner and to such extent as Mortgagee shall determine in its sole discretion and Mortgagee is authorized to pay, purchase, or compromise on behalf of Mortgagor any encumbrance or claim which in its judgment appears or purports to affect the security hereof or to be superior hereto; to pay all costs and expenses, including costs of evidence of title and attorney's fees in a reasonable sum, in any above-described action or proceedings in which Mortgagor may appear.

1.6. Taxes and Impositions.

(a) To pay, prior to delinquency, all real property taxes and assessments, general and special, and all other taxes and assessments of any kind or nature whatsoever, including without limitation non-governmental levies or assessments such as maintenance charges, owner association dues, common area expenses, or charges or fees, levies, or charges resulting from covenants, conditions, and restrictions affecting the Mortgaged Property, which are assessed or imposed upon the Mortgaged Property, or become due and payable, and which create or may create a lien upon the Mortgaged Property, or any part thereof, or upon any personal property, equipment, or other facility used in the operation or maintenance thereof (all of which taxes, assessments, and other governmental charges of like nature are hereinafter referred to as "impositions"); provided, however, that if, by law, any such imposition is payable, or may, at the option of the taxpayer be, paid, in installments, Mortgagor may pay the same together with any accrued interest on the unpaid balance of such imposition, in installments as the same become due, and, before any fine, penalty, interest, or cost may be added thereto for the non-payment of any such installment and interest.

(b) Subject to the provisions of subparagraph (c) of this Paragraph 1.6, Mortgagor covenants to furnish Mortgagee prior to the date upon which any such imposition would become delinquent, official receipts of the appropriate taxing authority, or other proof satisfactory to Mortgagee, evidencing the payments thereof.

(c) To the extent permitted in Section 4.6 of the Loan Agreement, Mortgagor shall have the right before any delinquency occurs to contest or object to the amount or validity of any such imposition by appropriate legal proceedings, but this shall not be deemed or construed in any way as relieving, modifying, or extending Mortgagor's covenant to pay any such imposition at the time and in the manner provided in this Paragraph 1.6.

(d) If at any time after the date hereof there shall be assessed or imposed (i) a tax or assessment on the Mortgaged Property in lieu of or in addition to the Impositions payable by Mortgagor pursuant to subparagraph (a) hereof, or (ii) a license fee, tax, or assessment imposed on Mortgagee and measured by or based in whole or in part upon the amount of the outstanding obligations secured hereby, then all such taxes, assessments, or fees shall be deemed to be included within the term "impositions" as defined in subparagraph (a) hereof, and Mortgagor shall pay and discharge the same as herein provided with respect to the payment of impositions or if Mortgagor does not or cannot pay and discharge the same as herein provided with respect to the payment of impositions, then at the

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option of Mortgagee such event shall constitute an event of default hereunder. Anything to the contrary herein notwithstanding, Mortgagor shall have no obligation to pay any franchise, income, excess profits, or similar tax levied on Mortgagee or on the obligations secured hereby.

1.7. Utilities. To pay when due all utility charges which are incurred by Mortgagor for the benefit of the Mortgaged Property or which may become a charge or lien against the Mortgaged Property for gas, electricity, water, or sewer services furnished to the Mortgaged Property and all other assessments or charges of a similar nature, whether public or private, affecting the Mortgaged Property or any portion thereof, whether or not such taxes, assessments, or charges are liens thereon.

1.8. Actions by Mortgagee to Preserve Mortgaged Property. That should Mortgagor fail to make any payment or to do any act as and in the manner provided in this Mortgage, the Loan Agreement, or the Note, Mortgagee, in its own discretion, without obligation so to do and without notice to or demand upon Mortgagor and without releasing Mortgagor from any obligation, may make or do the same in such manner and to such extent as it may deem necessary to protect the security hereof. In connection therewith (without limiting its general powers), Mortgagee shall have and is hereby given the right, but not the obligation, (i) to enter upon and take possession of the Mortgaged Property; (ii) to make additions, alterations, repairs, and improvements to the Mortgaged Property which it may consider necessary or proper to keep the Mortgaged Property in good condition and repair; (iii) to appear and participate in any action or proceeding affecting or which may affect the security hereof or the rights or powers of Mortgagee; (iv) to pay, purchase, contest, or compromise any encumbrance, claim, charge, lien, or debt which in its judgment may affect or appears to affect the security of this Mortgage or be prior or superior hereto; and (v) in exercising such powers, to pay necessary expenses, including employment of counsel or other necessary or desirable consultants. Mortgagor shall immediately upon demand therefor by Mortgagee, pay all reasonable costs and expenses incurred by Mortgagee in connection with the exercise by Mortgagee of the foregoing rights, including without limitation costs of evidence of title, court costs, appraisals, surveys, and attorneys' fees.

1.9. Additional Security. That in the event Mortgagee at any time holds additional security for any of the obligations secured hereby, it may enforce the sale thereof or otherwise realize upon the same, at its option, either before or concurrently herewith or after foreclosure hereunder.

1.10. Successors and Assigns. That this Mortgage applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns.

1.11. Inspections. That Mortgagee, or its agents, representatives, or workers, are authorized to enter at any reasonable time upon or in any part of the Mortgaged Property for the purpose of inspecting the same and for the purpose of performing any of the acts it is authorized to perform under the terms of this Mortgage, the Loan Agreement, or the Note.

1.12. Liens. To pay and discharge promptly, at Mortgagor's cost and expense, all liens, encumbrances, and charges upon the Mortgaged Property, except Permitted Encumbrances, or any part thereof or interest therein; provided that the existence of any such liens, encumbrances, or charges upon the Mortgaged Property shall not constitute a violation of this Paragraph if payment is not yet due under the contract which is the

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foundation thereof. Mortgagor shall have the right to contest in good faith the validity of any such lien, encumbrance, or charge to the same extent and subject to the same conditions as Mortgagor is permitted to contest mechanic's and other liens as provided in Section 4.5 of the Loan Agreement.

1.13. Mortgagee's Powers. To the extent permitted in the Indenture and without affecting the liability of any other person liable for the payment of any obligation herein mentioned, and without affecting the lien or charge of this Mortgage upon any portion of the Mortgaged Property not then or theretofore released as security for the full amount of all unpaid obligations, Mortgagee may from time to time and without notice (i) release any person so liable, (ii) extend the maturity or alter any of the terms of any such obligation, (iii) grant other indulgences, (iv) take or release any other or additional security for any obligation herein mentioned, or (v) make compositions or other arrangements with debtors in relation thereto.

1.14. Condemnation Proceeds. All condemnation proceeds of the Mortgaged Property shall be deposited with Trustee under the Indenture and are hereby assigned to said Trustee to be held and disbursed by said Trustee as provided in Section 5.2 of the Loan Agreement; provided, however, that such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice and provided that any condemnation proceeds not so required to be deposited may be retained by Mortgagor and used for any lawful purpose.

1.15. Indemnification; Waiver of Offset.

(a) If Mortgagee is made a party defendant to any litigation concerning this Mortgage or the Mortgaged Property or any part thereof, or any interest therein, or the occupancy thereof by Mortgagor, then Mortgagor shall indemnify, defend, and hold Mortgagee harmless from all liability by reason of said litigation, including reasonable attorneys' fees and expenses incurred by Mortgagee in any such litigation whether or not any such litigation is prosecuted to judgment. If Mortgagee commences an action against Mortgagor to enforce any of the terms hereof or because of the alleged breach by Mortgagor of any of the terms hereof, or for the recovery of any sum secured hereby, Mortgagor shall pay to Mortgagee reasonable attorneys' fees and expenses, and the right to such attorneys' fees and expenses shall be deemed to have accrued on the commencement of such action, and shall be enforceable whether or not such action is prosecuted to judgment. If Mortgagor breaches any term of this Mortgage, Mortgagee may employ an attorney or attorneys to protect its rights hereunder, and in the event of such employment following any breach by Mortgagor, Mortgagor shall pay Mortgagee on demand reasonable attorneys' fees and expenses incurred by Mortgagee, whether or not an action is actually commenced against Mortgagor by reason of breach.

(b) Mortgagor waives any and all right to claim or recover against Mortgagee, its officers, employees, agents, and representatives, for loss of or damage to Mortgagor, the Mortgaged Property, Mortgagor's property or the property of others under Mortgagor's control from any cause insured against or required to be insured against by the provisions of this Mortgage.

(c) All sums payable by Mortgagor hereunder shall be paid without notice, demand, counterclaim, setoff, deduction, or defense and without abatement, suspension, deferment, diminution, or reduction, and the obligations and liabilities of Mortgagor hereunder shall in no way be released, discharged, or otherwise affected (except as

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expressly provided herein) by reason of (i) any damage to or destruction of or any condemnation or similar taking of the Mortgaged Property or any part thereof; (ii) any restriction or prevention of or interference with any use of the Mortgaged Property or any part thereof; (iii) any title defect or encumbrance or any eviction from the Mortgaged Property or any part thereof by title paramount or otherwise; (iv) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation, or other like proceeding relating to Mortgagee, or any action taken with respect to this Mortgage by any trustee or receiver of Mortgagee, or by any court, in any such proceeding; (v) any claim which Mortgagor has or might have against Mortgagee; (vi) any default or failure on the part of Mortgagee to perform or comply with any of the terms hereof or of any other agreement with Mortgagor; or (vii) any other occurrence whatsoever, whether similar or dissimilar to the foregoing; whether or not Mortgagor shall have notice or knowledge of any of the foregoing. Except as expressly provided herein and to the extent permitted by law, Mortgagor waives all rights now or hereafter conferred by statute or otherwise to any abatement, suspension, deferment, diminution, or reduction of any sum secured hereby and payable by Mortgagee.

1.16. Ground Leases and Other Leases. To pay when due all rents and other payments and perform all covenants and agreements contained in any lease, sublease, or ground lease which may constitute a portion of or an interest in the Mortgaged Property; not to surrender, assign, or sublease any such lease, sublease, or ground lease, nor take any other action which would effect or permit the termination of any such lease, sublease, or ground lease. Mortgagor covenants to furnish to Mortgagee within thirty (30) days after the date upon which such rents or other payments are due and payable by Mortgagor, receipts or other evidence satisfactory to Mortgagee evidencing the payment thereof.

1.17. Governmental Requirements. To comply with, and to cause the Mortgaged Property and the use and condition thereof to comply fully with, all statutes, ordinances, and requirements, regulations, orders and decrees relating to Mortgagor or the Mortgaged Property or the use thereof by any federal, state, county, or other governmental authority and observe and comply with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits, privileges, and franchises (including, but not limited to, those relating to land use and development, construction, access, water rights and use, noise and pollution), which are applicable to Mortgagor or have been granted for the Mortgaged Property or the use thereof.

1.18. Parking Areas. That Mortgagor shall provide and improve as parking facilities, within the Mortgaged Property, surface areas of a square footage at least sufficient to park as many vehicles as required by applicable local ordinances, which are to be used exclusively for parking cars of the owners, employees, licensees, guests, and customers of the owners of the buildings constructed on the Mortgaged Property and Mortgagor shall, so long as this Mortgage remains in full force and effect, maintain those improvements and adequately light such areas or cause same to be done; and Mortgagor further agrees that adjoining said parking areas, and as a part hereof, there shall be provided sufficient paved areas for ingress and egress and rights of way to and from, the adjacent public thoroughfares and the parking areas, but in no event shall such parking areas be smaller than required by the applicable local zoning regulations. The refusal or failure of Mortgagor, its successors and assigns, or any subsequent owners of said premises to comply with the foregoing shall constitute a default herein and the entire indebtedness secured hereby shall, at the option of Mortgagee, become immediately due and payable as provided hereinafter.

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ARTICLE II

ASSIGNMENT OF RENTS, ISSUES AND PROFITS

2.1. Assignment of Rents. Mortgagor hereby assigns and transfers to Mortgagee all the rents, issues, and profits of the Mortgaged Property, and hereby gives to and confers upon Mortgagee the right, power, and authority to collect such rents, issues, and profits. Mortgagor irrevocably appoints Mortgagee its true and lawful attorney-in-fact, at the option of Mortgagee at any time and from time to time to demand, receive, and enforce payment, to give receipts, releases, and satisfactions, and to sue, in the name of Mortgagor or Mortgagee, for all such rents, issues, and profits and apply the same to the indebtedness secured hereby; provided, however, that Mortgagor shall have the right to collect and use such rents, issues, and profits (but not more than one month in advance) prior to or at any time there is not an event of default under this Mortgage, the Loan Agreement, the Note, or the Indenture. The assignment of rents, issues, and profits of the Mortgaged Property in this Article II is intended to be an absolute assignment from Mortgagor to Mortgagee and not merely the passing of a security interest. The rents, issues, and profits are hereby assigned absolutely by Mortgagor to Mortgagee subject only to the right of Mortgagor to collect and use such rents, issues, and profits prior to the occurrence of an event of default under this Mortgage, the Loan Agreement, the Note, or the Indenture.

2.2. Collection Upon Default. Upon any event of default hereunder or under the Loan Agreement, the Note, or the Indenture, Mortgagee may, at any time without notice, either in person, by agent, or by a receiver appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Mortgaged Property, or any part thereof, or space therein, in its own name sue for or otherwise, collect such rents, issues, and profits, including those past due, and unpaid, and apply the same, less costs and expenses of operation and collection, including attorneys' fees, upon any indebtedness secured hereby, and in such order as Mortgagee may determine. The collection of such rents, issues, and profits, or the entering upon and taking possession of the Mortgaged Property, or the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default. Mortgagee's failure or discontinuance at any time to collect any of such rents, issues, and profits, shall not in any manner affect the right, power, or authority of Mortgagee thereafter to collect the same. Nothing contained herein, nor Mortgagee's exercise of Mortgagee's right to collect such rents, issues, and profits, shall be or be construed to be an affirmation by Mortgagee of any tenancy, lease, option, or other interest in the Mortgaged Property, or an assumption of liability under, or a subordination of the lien or charge of this Mortgage to, any tenancy, lease, option, or other interest in the Mortgaged Property.

ARTICLE III

SECURITY AGREEMENT

3.1. Creation of Security Interest. Mortgagor hereby grants to Mortgagee a present security interest in the personal property described and referred to in the Granting Clauses hereto for the purpose of securing payment and performance of all obligations of Mortgagor contained herein or in the Loan Agreement, the Note, or the Indenture. In

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addition to executing, delivering, and causing to be recorded this Mortgage, Mortgagor further agrees to execute and cause to be filed Uniform Commercial Code financing statements in form and substance satisfactory to Mortgagee and to execute and deliver such other documents as Mortgagee may reasonably require in order to perfect or maintain as perfected such security interests or give public notice of such transactions.

ARTICLE IV
REMEDIES UPON DEFAULT

4.1. Events of Default. Any of the following events shall be deemed an event of default hereunder:

(a) Default shall be made in the payment of any installment of principal or of interest on the Note or on any of the Bonds or any other sum secured hereby when due and payable; or

(b) An "event of default" as defined in the Loan Agreement shall have occurred and be continuing thereunder, or an "event of default" as defined in the Indenture shall have occurred and be continuing thereunder; or

(c) There has occurred and is continuing a breach of or default under any term, covenant, agreement, condition, provision, representation, or warranty contained in this Mortgage, which has not been cured to the extent provided herein, or there has occurred and is continuing an event of default under any term, covenant, agreement, condition, provision, representation, or warranty contained in the Note or the Guaranty (as such term is defined in the Loan Agreement), or any part thereof, not referred to in this Paragraph 4.1.

4.2. Acceleration Upon Default; Additional Remedies. In the event of any event of default, Mortgagee may declare all indebtedness secured hereby to be due and payable, and the same shall thereupon become due and payable without any presentment, demand, protest, or notice of any kind. Thereafter, Mortgagee may:

(a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of its security, enter upon and take possession of the Mortgaged Property, or any part thereof, in its own name or in the name of Mortgagor, and do any acts which it deems necessary or desirable to preserve the value, marketability, or rentability of the Mortgaged Property, or part thereof or interest or space therein, increase the income therefrom or protect the security hereof and, with or without taking possession of the Mortgaged Property, sue for or otherwise collect the rents, issues, and profits thereof, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection including attorneys' fees, upon any indebtedness secured hereby, all in such order as Mortgagee may determine. The entering upon and taking possession of the Mortgaged Property, the collection of such rents, issues, and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default and, notwithstanding the continuance in possession of the Mortgaged Property or the collection, receipt, and application of rents, issues, or profits, Mortgagee shall be entitled to exercise every right and remedy provided for in the Note, the Guaranty, the Loan Agreement, or the Indenture or now or hereafter permitted by law upon occurrence of any event of default;

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(b) Commence an action to foreclose this Mortgage against Mortgagor's right, title, and interest in the Mortgaged Property in such manner and order as Mortgagee may determine;

(c) Appoint a receiver, or specifically enforce any of the covenants hereof; or

(d) Exercise any or all of the remedies available to a secured party under the Utah Uniform Commercial Code.

4.3. Appointment of Receiver. If an event of default described in Paragraph 4.1 of this Mortgage shall have occurred and be continuing, Mortgagee, as a matter of right and after at least five (5) Business Days notice to Mortgagor, and without regard to the then value of the Mortgaged Property or the interest of Mortgagor, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Mortgaged Property, and Mortgagor hereby irrevocably consents to such appointment and waives notice of any application therefor. Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases and all the powers and duties of Mortgagee in case of entry as provided in Paragraph 4.2(a) hereof and shall continue as such and exercise all such powers until the date of confirmation of sale of the Mortgaged Property unless such receivership is sooner terminated.

4.4. Remedies Not Exclusive. Mortgagee shall be entitled to enforce payments and performance of any indebtedness or obligations secured hereby and to exercise all rights and powers under this Mortgage or under the Note, the Guaranty, the Loan Agreement, the Indenture or other agreement or any laws now or hereafter in force, notwithstanding some or all of the said indebtedness and obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment, or otherwise. Neither the acceptance of this Mortgage nor its enforcement, whether by court action or other powers herein contained, shall prejudice or in any manner affect Mortgagee's right to realize upon or enforce any other security now or hereafter held by Mortgagee, it being agreed that Mortgagee shall be entitled to enforce this Mortgage and any other security now or hereafter held by Mortgagee in such order and manner as it may in its absolute discretion determine. No remedy herein conferred upon or reserved to Mortgagee is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute. Every power or remedy given by this Mortgage, the Note, the Guaranty, the Loan Agreement, or the Indenture, or to which it may be otherwise entitled, may be exercised, concurrently, or independently, from time to time and as often as may be deemed expedient by Mortgagee and Mortgagee may pursue inconsistent remedies.

4.5. Bidder at Foreclosure Sale. In the event of foreclosure on this Mortgage as provided herein, Mortgagee or the then holder or holders of any of the Bonds secured hereby may become the purchaser at any foreclosure sale, if the highest bidder, so long as such purchase is made consistent with the Indenture.

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ARTICLE V
MISCELLANEOUS

5.1. Governing Law. This Mortgage shall be governed by and construed in accordance with the laws of the State of Utah. In the event that any provision or clause of this Mortgage conflicts with applicable laws, such conflicts shall not affect other provisions of this Mortgage which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage are declared to be severable. This instrument cannot be waived, changed, discharged, or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge, or termination is sought.

5.2. Mortgagor Waiver of Rights. To the extent not prohibited by law, Mortgagor waives the benefit of all laws now existing or that hereafter may be enacted providing for (i) any appraisal before sale of any portion of the Mortgaged Property, and (ii) the benefit of all laws that may be hereafter enacted in any way extending the time for the enforcement of the collection of the Note or the debt evidenced thereby or creating or extending a period of redemption from any sale made in collecting said debt. To the full extent Mortgagor may do so, Mortgagor agrees that Mortgagor will not at any time insist upon, plead, claim, or take the benefit or advantage of any law now or hereafter in force providing for appraisal, valuation, stay, extension, or redemption, and Mortgagor, for Mortgagor's successors and assigns, and for any and all persons ever claiming any interest in the Mortgaged Property, to the extent permitted by law, hereby waives and releases all rights of redemption, valuation, appraisal, stay of execution, notice of election to mature or declare due the whole of the secured indebtedness and marshaling in the event of foreclosure of the liens hereby created. If any law referred to in this Paragraph and now in force, of which Mortgagor, Mortgagor's successors and assigns or other persons might take advantage despite this Paragraph, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to preclude the application of this Paragraph.

5.3. Limitation of Interest. It is the intent of Mortgagor and Mortgagee in the execution of this Mortgage and the Note and all other instruments securing the Note to contract in strict compliance with the usury laws of the State of Utah governing the loan evidenced by the Note. In furtherance thereof, Mortgagee and Mortgagor stipulate and agree that none of the terms and provisions contained in the Mortgage shall ever be construed to create a contract for the use, forbearance, or detention of money requiring payment of interest at a rate in excess of the maximum interest rate permitted to be charged by the laws of the State of Utah governing the loan evidenced by the Note. Mortgagor or any guarantor, endorser, or other party now or hereafter becoming liable for the payment of the Note shall never be liable for unearned interest on the Note and shall never be required to pay interest on the Note at a rate in excess of the maximum interest that may be lawfully charged under the laws of the State of Utah and the provisions of the Note and any other instrument executed in connection herewith which may be in apparent conflict herewith. In the event any holder of the Note shall collect monies which are deemed to constitute interest which would otherwise increase the effective interest rate on the Note to a rate in excess of that permitted to be charged by the laws of the State of Utah, all such sums deemed to constitute interest in excess of the legal rate shall be immediately returned to Mortgagor upon such determination.

5.4. Release of Mortgage. Mortgagee shall release this Mortgage and the lien hereof, by proper instrument or instruments, upon presentation of satisfactory evidence that all indebtedness secured hereby has been paid or discharged.

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5.5. Prepayment. The Loan Agreement contains certain provisions for the prepayment of the obligations set forth therein on various terms and conditions therein contained.

5.6. Conveyance; Granting of Easements. To the extent permitted under the Loan Agreement, at any time or from time to time, if no event of default shall have happened and be continuing, upon written request of Mortgagor, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Mortgagor may reconvey any part of the Mortgaged Property or grant easements, licenses, rights-of-way (including the dedication of public highways), and other rights or privileges in the nature of easements with respect to any property or rights included in this Mortgage, free and clear of the security interest afforded hereby, or Mortgagor may release existing easements, licenses, rights-of-way, and other rights and privileges with or without consideration, subject to compliance by Mortgagor with the conditions set forth in Section 6.11 of the Loan Agreement. Mortgagee agrees that it shall execute and deliver any instrument necessary or appropriate to effect such conveyance or to confirm and grant or release any such easement, license, right-of-way, or other grant or privilege.

5.7. Notices. Whenever Mortgagor or Mortgagee shall desire to give or serve any notice, demand, request, or other communication with respect to this Mortgage, each such notice, demand, request, or other communication shall be in writing and shall be effective only if the same is delivered by personal service or mailed, by registered or certified mail, postage prepaid, return receipt requested, addressed to the addresses first hereinabove set forth for Mortgagor and Mortgagee, respectively. Any party may at any time change its address for such notices by delivering or mailing to the other parties hereto, as aforesaid, a notice of such change.

5.8. Captions. The captions or headings at the beginning of each Paragraph hereof are for the convenience of the parties and are not a part of this Mortgage.

5.9. Invalidity of Certain Provisions. If the lien of this Mortgage is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Mortgaged Property, the unsecured or partially secured portion of the debt shall be completely paid prior to the payment of the remaining and secured or partially secured portion of the debt, and all payments made on the debt, whether voluntarily or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the debt which is not secured or fully secured by the lien of this Mortgage.

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DATED as of the day and year first above written.



By Gary R. Fox
Gary R. Fox
Assistant Secretary

MORTGAGOR:

NICE CORPORATION,
a Utah corporation

By Seldon O. Young
Seldon O. Young
President

MORTGAGEE:

ZIONS FIRST NATIONAL BANK,
as Trustee

By Kim R. Galbraith
Kim R. Galbraith
Assistant Trust Officer

[SEAL]
ATTEST:



By Kim R. Galbraith
Kim R. Galbraith
V.P.

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STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 17th day of December, 1984, personally appeared before me Seldon O. Young and Gary R. Cox, who, being by me duly sworn, did say that they are the President and Assistant Secretary, respectively, of NICE Corporation, the corporation described in and which executed the foregoing instrument, and that the within and foregoing instrument was signed on behalf of said corporation by authority of a resolution duly adopted by its Board of Directors; said Seldon O. Young and Gary R. Cox duly acknowledged to me that said corporation duly executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year in this certificate first above written.

E. S. O.
NOTARY PUBLIC
Residing at: Davis County, Utah

My Commission Expires:
1-15-88

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 19th day of December, 1984, personally appeared before me Kim R. Galbraith and Edward L. Fisk, who, being by me duly sworn, did say that they are an Assistant, Trust Officer and vice president, respectively, of Zions First National Bank, the national banking association described in and which executed the foregoing instrument, and that the within and foregoing instrument was signed on behalf of said banking association by authority of a resolution duly adopted by its Board of Directors; said Kim R. Galbraith and Edward L. Fisk duly acknowledged to me that said banking association duly executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year in this certificate first above written.

Julie Potts
NOTARY PUBLIC
Residing at: Balm Lake, Utah

My Commission Expires:
1-15-86

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EXHIBIT A

[To Mortgage, Security Agreement, and Assignment of Rents]

Description of Equipment and Other Tangible
Personal Property Subject to Mortgage

The personal property subject to the Mortgage includes the following existing equipment:

<u>Quantity</u>	<u>Product No.</u>	<u>Description</u>
1	T16/121X	TXP4MB Telephone Switch
1	T16/7123	System Cabinet
1	T16/7105	Cabinet
1	T16/7301	Power Module
1	T16/6303	Controller
1	T16/6304	Extension Board
1	T16/7501	Terminal Patch Panel
1	055135	CBA Simplex
10		QSU7EQMSL/1 Agent Sets TCS
11	C-4050	WYSE 50 Terminals
25	C-4703	ADDS Viewpoint Plus
25	C-4050	WYSE 50 Terminals
3		QSW3 Digit Displays
10		QPC72 (telephone equipment)
15		ACD Telephones
15		QPC Packs
1		SL-1 Telephone
1		SL-1 Telephone
9		QPC219 Cards
5		QPC72 Cards
10		Telephones 3625-CB-CW-907M
30		Telephones 625A2-6-50 Jack Ivy
3		Tapes
1		QPC51D Memory Board
20		42-4079 Wire Posts
15	42-4106	Punch Blocks
15	42-7289	Punch Block Brackets
10	9-340	Connectors
250	" "	SB/SCS Headsets
25	8-1	Amplifier
1		QPC219 Trunk Card
1		QPC72 Trunk Card
1		QPC-219 Computer Pack Telephone Switch
100		138827/Headsets
3		QPC72 Truck Packs

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