

**EF Hutton**

E. F. HUTTON CREDIT CORPORATION

PLATED  
E. F. Hutton Credit Corporation  
Now Known as  
Chrysler Capital Corporation

995207

\$ 16.50

RECORDED  
INDEXED  
ORIGINAL

101-1990792-971

DOUG BRIGGS  
WEBER COUNTY RECORDER

DEPUTY *Donna Stokes*

JAN 8 9 28 AM '07

FILED AND RECORDED FOR

*Chrysler Capital Corp.*

RECORDER'S MEMO  
Legibility of Writing, Typing  
or Printing in this document  
unsatisfactory for reproduction  
when received

CONSENT AND WAIVER  
LANDLORD OF REAL ESTATE

For good and valuable consideration, receipt of which is hereby acknowledged, NICE CORPORATION of 4357 S. Airport Park Plaza, Ogdan  
(Name of Landlord) (No. & Street) (City or Town)

Weber Utah, hereinafter referred to as "Land-  
(County) (State) lord", being landlord of certain real estate known as 4357 South Airport Park Plaza  
(Street & No.) (City or Town) Ogdan (City or Town)

PLEASE REFER TO ATTACHED PAGE  
FOR LEGAL DESCRIPTION FOR  
PROPERTY RECORD OWNER:  
(Equipment Location)  
NICE CORPORATION

Weber Utah, hereinafter called the "Premises",  
(County) (State)

held and occupied by NICE CORPORATION  
(Name of Buyer/Lessee/Debtor)

hereinafter referred to as "Buyer/Lessee/Debtor", having leased or purchased, or mortgaged, or intending to lease or purchase from or mortgage with E. F. HUTTON CREDIT CORPORATION

hereinafter referred to as "Secured Party", the following equipment, hereinafter called "the Equipment", described or to be described in a certain Conditional Sale Contract/Security Agreement/Lease, hereinafter referred to as "Agreement", dated December 29, 1986, between Secured Party and Buyer/Lessee/Debtor, which is incorporated herein by reference:

DESCRIPTION OF EQUIPMENT: Various Office Furniture, Fixtures and Equipment more fully described in Schedule "B" attached hereto and made a part hereof as though set forth fully herein.

does hereby agree that:

1. The Equipment may be installed at and affixed to the Premises and that the Equipment shall remain personal property notwithstanding the manner in which it is affixed to Premises and that title thereof shall remain in Secured Party, its legal representatives, successors, agents, or assigns, or in the Buyer/Lessee/Debtor as the case may be.

SHR 1507 PAGE 359

2. This agreement shall also apply to any part of the Equipment which is already on the Premises, or may hereafter be delivered or installed thereon, and which is or may thereafter become subject to the Agreement.

3. Landlord waives each and every right which Landlord now has or may hereafter have under the laws of the State where the Equipment is located or any other state by the terms of any lease now in effect or hereafter executed by Landlord or Buyer/Lessee/Debtor to levy or distraint upon for rent, in arrears, in advance or both, or to claim or assert title to the Equipment leased, sold, or held as security by Secured Party.

4. Landlord recognizes and acknowledges that any claim or claims that Secured Party has or may hereafter have against the Equipment or any part thereof by virtue of the Agreement is superior to any lien or claim of any nature which Landlord now has or may hereafter have to the Equipment or any part thereof by statute or otherwise.

5. Secured Party, its agents, or assigns, may remove the Equipment from the Premises whenever Secured Party feels it is necessary to do so to protect its interest and without liability or accountability to Landlord therefor, and Landlord further agrees that it will grant Secured Party the Right of Entry at any reasonable time to remove the Equipment from the Premises.

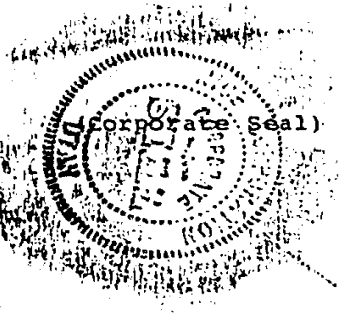
6. Landlord further agrees that it will not in any way impair, invalidate, or violate the within CONSENT AND WAIVER or its effect and Secured Party's rights hereunder by act of commission or omission; that the within CONSENT AND WAIVER is not and will not be in violation or contravention of any other agreement, lease, or mortgage now or hereafter existing covering the Premises and no notice to, or consent of, any other person is required in order for Landlord to execute and deliver this CONSENT AND WAIVER.

7. Secured Party may, without affecting the validity of this agreement, extend the items of payment of any indebtedness of Buyer/Lessee/Debtor to Secured Party or alter the performance of any of the terms and conditions of the Agreement, without the consent of Landlord and without giving notice thereof to Landlord.

8. This agreement shall inure to the benefit of the successors and assigns of Secured Party and shall be binding upon the heirs, personal representatives, successors, and assigns of Landlord.

IN WITNESS WHEREOF, Landlord has executed this agreement on this

29 day of December, 19 86.



NICE CORPORATION  
(Corporation, Partnership, Proprietorship)  
(Delete Inapplicable)

By: x Aldon O. Young

Title: x Pres

Date: December 29, 1986

Witness: x [Signature]

BOOK 1507 PAGE 361

CF-211

(6-15-84)

ACKNOWLEDGMENT TO BE MADE  
BY LANDLORD OF REAL ESTATE  
(INDIVIDUAL)

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss.:

I, \_\_\_\_\_, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared before me \_\_\_\_\_, signatory in the foregoing Consent and Waiver, to me personally well known and known to be the person who signed said Consent and Waiver, who, being by me duly sworn and being informed of the contents of said Consent and Waiver stated and acknowledged on oath that she/he signed, executed, sealed and delivered same as her/his free and voluntary act and deed, for the uses, purposes and considerations therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year in this certificate above written.  
My Commission expires \_\_\_\_\_  
Notary Public

(PARTNERSHIP)

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss.:

I, \_\_\_\_\_, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared before me \_\_\_\_\_ and \_\_\_\_\_, signatories in the foregoing Consent and Waiver, to me personally well known and known to be the persons who signed said Consent and Waiver, and known to be and who, being by me duly sworn and being informed of the contents of said Consent and Waiver, stated and acknowledged on oath that they are Partners of \_\_\_\_\_

\_\_\_\_\_ the Partnership named in and which executed the said Consent and Waiver, and that they signed, executed, sealed and delivered same individually and in behalf of the said Partnership, with authority, as their and its free and voluntary act and deed for the uses, purposes and considerations therein mentioned and set forth.  
WITNESS my hand and seal as such Notary Public the day and year in this certificate above written.  
My commission expires \_\_\_\_\_  
Notary Public

(CORPORATION)

STATE OF Utah }  
COUNTY OF Weber } ss.:

I, Eric D. Oken, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, do hereby certify that on this 29<sup>th</sup> day of December, 1986, personally appeared before me Seldon O. Young, signatory in foregoing Consent and Waiver, to me personally well known and known to me to be the person who signed the foregoing Consent and Waiver, and known to me to be and who, being by me duly sworn and being informed of the contents of said Consent and Waiver, stated and acknowledged to me on oath that he was the President (title)

of Nice Corporation the Corporation named in and which executed the said Consent and Waiver, and that she/he knows the corporate seal of said Corporation and that the seal affixed to said Consent and Waiver is the corporate seal of said Corporation, that she/he was duly authorized to execute said Consent and Waiver, for, in the name of and on behalf of said Corporation, and that same was signed, sealed, executed and delivered by him in the name of and on behalf of said Corporation by authority of its Board of Directors, and that the execution of said Consent and Waiver was her/his free and voluntary act and deed in her/his said capacity and acknowledged to me that said Corporation executed the same as its voluntary act and deed and was by her/him voluntarily executed, on behalf of said Corporation for the uses, purposes and considerations therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year in this certificate above written.  
My commission expires 1-15-88  
Notary Public

BOOK 1507 PAGE 362



SCHEDULE "B"

Schedule "B" attaches to and is made a part thereof that certain Landlord Waiver Dated: December 29, 1986 by and between NICE CORPORATION, as Landlord and CHRYSLER CAPITAL CORPORATION, as Secured Party:

LOCATION: 4357 South Airport Park Plaza  
Ogden, Utah

EQUIPMENT DESCRIPTION:

Kelly Company

- (36) #2505, Model DS6060, 60" x 60" Gray/Rose Fabric Panels
- (31) #2505, Model DS6048, 60" x 48" Gray/Rose Fabric Panels
- ( 6) #2505, Model DS6024, 60" x 24" Gray/Rose Fabric Panels
- (24) #2505, Model SD2 2-Way Connectors
- ( 2) #2505, Model SD3 3-Way Connectors
- ( 2) #2505, Model SD4 4-Way Connectors
- (16) #3500, Model DS6036 60" x 36" Putty/Wheat Fabric Panels
- (64) #3500, Model DMC-3 3-Way Metal Connectors
- (16) #3500, Model DMC-4 4-Way Metal Connectors
- ( 2) #3500, Model DS7260, 72" x 60" Putty/Wheat Fabric Panels
- (40) #3500, Model SD-1, Straight Connectors
- ( 2) #3500, Model DS7236, 72" x 36" Putty/Wheat Fabric Panels
- ( 1) #3500, Model SD-2 2-Way Connector
- ( 2) #3500, Model WM72

Beck Office Supply

- (31) #2505, Model ADS4848E, Budget 48" x 48" Mauve/Gray Electric Fabric Panels
- (66) #2505, Model ADS4836E, Budget 48" x 36" Mauve/Gray Electric Fabric Panels
- (22) #2505, Model EC-2, 2-Way Connectors
- (16) #2505, Model EC-3, 3-Way Connectors
- (12) #2505, Model EC-4, 4-Way Connectors
- (54) #2505, Model ECO-1, End Caps
- (31) #2505, Model CW48, Wiring Harness
- ( 7) #2505, Model CP1-3, Power Harness
- (12) #2505, Model CP-36, Race Way
- (70) #2505, Model CRTA4524, Bevis 45" x 24" Tables

Graybar Electric

- (80) Unex, Model VB-ONC-QD-12, Inbound Headsets
- (30) Unex, Model VBB-ONC-QD-12A, Outbound Headsets

EQUIPMENT DESCRIPTION (continued):  
Page Two

Chess, Inc.

- ( 4 ) Tellabs Multiplexors 330A-32
- ( 4 ) BCH (Kinex) Modems 14.4K, S/N's: 17808, 17745, 28820, 28821
- (10) BCH (Kinex) Modems 14.4K, S/N's: 28822, 28823, 28824, 28825, 28826, 28827, 28784, 28613, 28616, 28787

Princeton Company

- ( 4 ) QPC 472 B DTI Cards
- (30) QSU7 Telephone Sets
- ( 3 ) QPC 451 Cards

Northern Aire, Inc.

- ( 1 ) 7 1/2 Ton Carrier Air Conditioning Unit, With Counterflow, And Includes Low Ambient Controls, S/N's as follows:  
Fan Coil Unit, Model B080D3, S/N: 630301A001-N460006  
Snyder General Condensing Unit, Model C080C0,  
S/N: 55001-N46-0025

Kierulff Electronics

- ( 2 ) Genicom, Model 3410, Quiet Printers, S/N's: 8628-2-57415, 8628-2-57420

Phoenix Microsystems

- ( 4 ) Phoenix Microsystem 1544 Channel Service Units, S/N's: 2043, 2017, 2000, 2023

Cummings Allison Corporation

- ( 1 ) Model 58, Cross Cut Paper Shredder, S/N: 1631100435

EQUIPMENT DESCRIPTION (continued):  
Page Three

Panafax Corporation

( 1 ) Panafax Transceiver, Model PX100, S/N: 9404863

AND ALL PRESENT OR FUTURE ADDITIONS, ACCESSIONS, SUBSTITUTIONS  
AND REPLACEMENTS THERETO.

AGREED AND ACCEPTED:

NICE CORPORATION

BY: x *Seldon O. Young*


TITLE: x *Pres*

AGREED AND ACCEPTED:

CHRYSLER CAPITAL CORPORTION

BY: *[Signature]*

TITLE: District Operations Manager

 PLEASE REFER TO ATTACHED PAGE FOR LEGAL DESCRIPTION FOR PROPERTY  
ON WHICH THE ABOVE GOODS ARE NOW OR WILL BE INSTALLED.

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 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.

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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 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

10-106-1022 X

BNP-1507 PAGE 366



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  $89^{\circ} 38' 07''$  East 3179.20 feet and North  $38^{\circ} 15'$  East 534.53 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 146.85 feet; thence South  $51^{\circ} 45'$  East 148.46 feet more or less to highway; thence South  $44^{\circ} 34' 33''$  West along Highway right-of-way and one foot Northwest of parallel with a Highway right-of-way fence 148.45 feet; thence North  $51^{\circ} 45'$  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  $89^{\circ} 38' 07''$  East 3179.20 feet and North  $37^{\circ} 15'$  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 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  $89^{\circ} 38' 07''$  East 3179.20 feet and North  $38^{\circ} 15'$  East 681.38 feet, from the Southwest Corner of the Northwest Quarter of said Section 12, running thence North  $38^{\circ} 15'$  East 80 feet thence South  $51^{\circ} 45'$  East 157.34 feet to Highway; thence South  $44^{\circ} 34' 33''$  West 80.48 feet along Highway; thence North  $51^{\circ} 45'$  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  $89^{\circ} 38' 07''$  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.