

6889182
316889

Record and return to:

Principal Mutual Life Insurance Company
711 High Street
Des Moines, IA 50392
ATTN: Judy Gordy-Avis
Investments Commercial Real Estate - Closing

6889182
03/11/98 1:16 PM 39.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
ASSOCIATED TITLE
REC BY: N ZELAYA DEPUTY - WI

D212140

SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT
D-751820

THIS AGREEMENT, made and entered into as of the 19th day of
February, 1998, by and between PRINCIPAL MUTUAL LIFE
INSURANCE COMPANY, an Iowa corporation, with its principal office at 711 High Street,
Des Moines, Iowa 50392 (hereinafter called "Mortgagee"), OLYMPUS HILLS SHOPPING
CENTER LTD., a Utah limited partnership, with its principal office at P O Box 6205, Salt
Lake City, Utah 84106 (hereinafter called "Lessor") and DAN'S FOODS, INC., having its
principal office at 4527 S. 2300 East, Salt Lake City, Utah 84101 (hereinafter called
"Lessee");

W I T N E S S E T H:

WHEREAS, Lessee has by a written lease dated February 21, 1991, and all future
amendments, modifications and extensions approved in writing by Mortgagee (hereinafter
called the "Lease") leased from Lessor all or part of certain real estate and improvements
thereon located in the City of Salt Lake City, Utah, as more particularly described in Exhibit
A attached hereto (the "Demised Premises"); and

WHEREAS, Lessor is encumbering the Demised Premises as security for a loan (the
"Loan") from Mortgagee to Lessor (the "Mortgage"); and

WHEREAS, Lessee, Lessor and Mortgagee have agreed to the following with respect to
their mutual rights and obligations pursuant to the Lease and the Mortgage;

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) paid by each
party to the other and the mutual covenants and agreements herein contained and other good
and valuable consideration, the receipt whereof is hereby acknowledged, the parties hereto do
hereby covenant and agree as follows:

(1) Lessee's interest in the Lease and all rights of Lessee thereunder, including any
purchase option or right of first refusal in connection with a sale of the Demised Premises, if
any, shall be and are hereby declared subject and subordinate to the Mortgage upon the

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Demised Premises and its terms, and the term "Mortgage" as used herein shall also include any amendment, supplement, modification, renewal, refinance or replacement thereof.

(2) In the event of any foreclosure of the Mortgage or any conveyance in lieu of foreclosure, provided that the Lessee shall not then be in default beyond any grace period under the Lease and that the Lease shall then be in full force and effect, then Mortgagee shall neither terminate the Lease nor join Lessee in foreclosure proceedings, nor disturb Lessee's possession, and the Lease shall continue in full force and effect as a direct lease between Lessee and Mortgagee.

(3) After the receipt by Lessee of notice from Mortgagee of any foreclosure of the Mortgage or any conveyance of the Demised Premises in lieu of foreclosure, Lessee will thereafter attorn to and recognize Mortgagee or any purchaser at any foreclosure sale or otherwise as its substitute lessor on the terms and conditions set forth in the Lease.

(4) Lessee has not and shall not prepay any of the rents under the Lease more than one month in advance except with the prior written consent of Mortgagee.

(5) In no event shall Mortgagee be liable for the return of any security deposit, any act or omission of the Lessor, nor shall Mortgagee be subject to any offsets or deficiencies which Lessee may be entitled to assert against the Lessor as a result of any act or omission of Lessor occurring prior to Mortgagee's obtaining title to the Demised Premises, it being understood that nothing in this clause shall be deemed to exclude Mortgagee from responsibility for repairs and maintenance required of the Lessor under the Lease from and after the date Mortgagee acquires title to the Demised Premises, whether or not the need for such repairs or maintenance accrued before or after such date; provided, however, that in no event shall Mortgagee be responsible for consequential damages resulting from the failure of Lessor to undertake such repairs and maintenance.

(6) So long as the Loan is outstanding, the Lease may not be amended, modified, terminated, or subordinated without the prior written consent of Mortgagee.

(7) There shall be no merger of the Lease or the leasehold estate created thereby with any other estate in the Demised Premises, including, without limitation, the fee estate, by reason of the same person or entity acquiring or holding, directly or indirectly, the Lease and said leasehold estate and any such other estate.

(8) All information, notices or requests provided for or permitted to be given or made pursuant to this Agreement shall be deemed to be an adequate and sufficient notice if given in writing and service is made by either (i) registered or certified mail, postage prepaid, in which case notice shall be deemed to have been received three (3) business days following deposit to the mail; or (ii) nationally recognized overnight air courier, next day delivery, prepaid, in

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which case such notice shall be deemed to have been received one (1) business day following delivery to such courier. All notices shall be addressed to the addresses set forth below, or to such other addresses as may from time to time be specified in writing by Lessee, Lessor or Mortgagee to the other parties hereto:

If to Mortgagee:

Principal Mutual Life Insurance Company
711 High Street
Des Moines, Iowa 50392-1450
Attention: Commercial Real Estate Loan Administration
Loan No. D-751820

If to Lessor:

Olympus Hills Shopping Center Ltd.
P O Box 6205
Salt Lake City, Utah 84106

If to Lessee:

Dan's Foods, Inc.
4527 S. 2300 East
Salt Lake City, Utah 84101

(9) This Agreement and its terms shall be governed by the laws of the state where the Demised Premises are located and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, including without limitation, any purchaser at any foreclosure sale or otherwise. This Agreement may not be modified orally or in any manner other than by an agreement, in writing, signed by the parties.

(10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts when taken together shall constitute but one agreement.

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IN WITNESS WHEREOF, this Agreement has been fully executed under seal on the day and year first above written.

PRINCIPAL MUTUAL LIFE
INSURANCE COMPANY, an Iowa
corporation, Mortgagee



By [Signature]
Name: Stanley K. Gibson
Title: Assistant Director
Property Management

By [Signature]
Name: Frank C. Eubank
Title: 2nd Vice President
Commercial Real Estate

OLYMPUS HILLS SHOPPING CENTER
LTD., a Utah limited partnership, Lessor

By _____
Name:
Title:

By _____
Name:
Title:

DAN'S FOODS, INC., Lessee

By _____
Name:
Title:

By _____
Name:
Title:

JGA\mb\s:751820\snda
12/29/97

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STATE OF IOWA)
)
COUNTY OF POLK)

On this 19th day of February, 1998, before me, a Notary Public in and for said County, personally appeared Stanley K. Gibson and Raiph C. Eucher to me personally known to be the identical persons whose names are subscribed to the instrument, who being each by me duly sworn did say that they are the Assistant Director Commercial Real Estate and 2nd Vice President Commercial Real Estate, respectively, of PRINCIPAL MUTUAL LIFE INSURANCE COMPANY, an Iowa corporation, and that the seal affixed to the said instrument is the seal of said corporation, and that said instrument was signed and sealed on behalf of the said corporation by authority of its Board of Directors, and the aforesaid officers each acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by each of them voluntarily executed.

Valerie Leonard
Notary Public in and for Polk County Iowa



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IN WITNESS WHEREOF, this Agreement has been fully executed under seal on the day and year first above written.

PRINCIPAL MUTUAL LIFE
INSURANCE COMPANY, an Iowa
corporation, Mortgagee

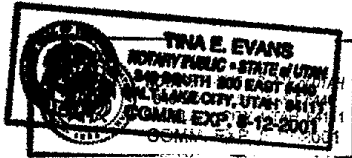
STATE OF UTAH)
 :SS)
COUNTY OF SALT LAKE)

On the 19th day of February, 1998, personally
appeared before me Richard L. Skankey, General
Partner of Olympus Hills Shopping Center, Ltd.,

By _____
Name:
Title:

By _____
Name:
Title:

NOTARY



Tina E. Evans
Salt Lake City, Ut 84111
8-12-2001

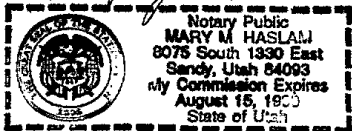
OLYMPUS HILLS SHOPPING CENTER
LTD., a Utah limited partnership, Lessor

By *Richard Skankey*
Name:
Title:

By _____
Name:
Title:

On the 19th day of February, 1998, personally
appeared before me Ted Gardiner, President and*

Mary M. Haslam
Ted Gardiner



8-15-99

DAN'S FOODS, INC., Lessee

By *[Signature]* CEO
Name:
Title:

*Chief Financial Officer of Dan's Foods, Inc.,
the signer of the foregoing instrument, who
acknowledged before me that the foregoing
instrument was signed on behalf of said corporation.

JCA mbs: 751820 shd
12/29/97

By _____
Name:
Title:

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EXHIBIT A

LOAN NO. D-751820

Lots, 72 and 73, MT. OLYMPUS ACRES SUBDIVISION, excepting therefrom the East 10 feet of Lot 73, according to the official plat thereof, recorded February 27, 1954, as Entry No. 1362518, in Book N of Plats, at Page 82, Salt Lake County Recorder's Office.

ALSO: Lots 71, 120, 121 and a portion of Lot 122 and vacated street MT. OLYMPUS ACRES SUBDIVISION, more particularly described as follows: BEGINNING at the Northwest corner of Lot 121, MT. OLYMPUS ACRES SUBDIVISION, in part of the Southwest quarter of Section 36, Township 1 South, Range 1 East, Salt Lake Base and Meridian; and running thence South 80°00' East 102.14 feet; thence North 167.73 feet; thence West 100.00 feet; thence North 0°13'44" East 750.19 feet to a point of a 25.00 foot radius curve to the right; thence Northeasterly along the arc of said curve 39.17 feet to a point of tangency; thence East 301.03 feet to a point of a 300.00 foot radius curve to the right; thence Southeasterly along the arc of said curve 246.09 feet; thence South 47° West 147.18 feet; thence South 42° East 335.76 feet; thence South 16° 30' West 424.84 feet; thence South 19°00' East 313.45 feet; thence North 68°00' West 203.00 feet; thence South 22° West 27.00 feet; thence North 68°00' West 58.00 feet; thence North 22° East 27.00 feet; thence North 68°00' West 226.99 feet; thence South 22°00' West 140.41 feet to a point on a curve to the left, the center of which is South 19°06' West 316.00 feet; thence Northwesterly along the arc of said curve 50.19 feet to a point of tangency; thence North 80°00' West 75.86 feet to a point of a 25.00 foot radius curve to the right; thence Westerly and Northerly along the arc of said curve 35.84 feet to a point of a reverse curve to the left, the center of which is North 87°52'20" West 1959.86 feet; thence Northeasterly along the arc of said curve 64.95 feet to a point of tangency; thence North 0°13'44" East 55.06 feet to the point of BEGINNING

The entirety of the above property may also be described as follows:

BEGINNING at a point, said point being the Northwest corner of Lot 121, MT. OLYMPUS ACRES SUBDIVISION, said point also lying on the Easterly right of way line of Wasatch Blvd. and being North 814.09 feet and East 53.25 feet from the Southwest corner of Section 36, Township 1 South, Range 1 East of the Salt Lake Base and Meridian; thence South 80°00' East 102.14 feet; thence North 167.73 feet; thence West 100.0 feet; thence North 0°13'44" East 750.19 feet to a point of a 25.00 foot radius curve to the right; thence Northeasterly along the arc of said curve 39.17 feet to a point of tangency; thence East 301.03 feet to a point of a 300.00 foot radius curve to the right; thence Southeasterly along the arc of said curve 329.87 feet to the point of a reverse curvature of a 216.00 foot radius curve to the left; thence along the arc of said curve 80.49 feet; thence South 39°00' West 132.58 feet; thence South 42°00' East 154.92 feet; thence South 16°30' West 424.84 feet; thence South 19°00' East 313.45 feet; thence North 68°00' West 203.00 feet; thence South 22°00' West 27.00 feet; thence North 68°00' West 58.00 feet; thence North 22°00' East 27.00 feet; thence North 68°00' West 226.99 feet; thence South 22°00' West 140.41 feet to a point on the Northerly right of way line of Apollo Drive, said point also being a point on a 316.00 foot radius curve to the left, the

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bearing to the center of said curve being South 19°06' West 316.00 feet; thence Northwesterly along the arc of said curve 50.19 feet to a point of tangency; thence North 80°00' West 75.86 feet, to a point of a 25.0 foot radius curve to the right; thence along the arc of said curve 35.84 feet to a point of a reverse curve to the left, the center of which is North 87°52'20" West 1959.86 feet; thence Northeasterly along the arc of said curve 64.95 feet to a point of tangency; thence North 0°13'44" East 55.06 feet to the point of BEGINNING.

(Tax Parcel No. 16-36-351-005)
(Tax Parcel No. 16-36-351-009)
(Tax Parcel No. 16-36-351-010)
(Tax Parcel No. 16-36-351-011)
(Tax Parcel No. 16-36-351-025)
(Tax Parcel No. 16-36-351-026)
(Tax Parcel No. 16-36-351-027)
(Tax Parcel No. 16-36-351-028)
(Tax Parcel No. 16-36-351-029)

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2/5/98

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