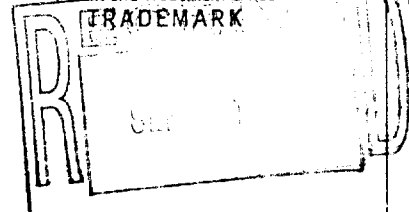


09-07-1999



101136668



RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

9.1.99

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

09/03/1999 MTHA11 00000228 1268423

01 FC:481 40.00 OP
02 FC:482 50.00 OP

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

C.P. KOTARIDES

C.P. Kotarides

8/15/99

Name of Person Signing

Signature

Date Signed

SECURITY AGREEMENT

THIS SECURITY AGREEMENT, dated this 19th day of June, 1997, by and between KOTARIDES BAKING CO. OF VA., a Virginia corporation ("Debtor") and WACHOVIA BANK, N.A., a national banking association (the "Bank").

WITNESSETH:

WHEREAS, the Bank is obligated to lend to Debtor the sum of Five Million Six Hundred Thousand and No/100 Dollars (\$5,600,000.00); and

WHEREAS, Debtor agrees to accept the disbursement of proceeds by the Bank in the full amount stated above; and

WHEREAS, Debtor is thereby indebted to the Bank in the sum of \$5,600,000.00 as evidenced by Debtor's Note of even date herewith, payable with interest as, and at the rate, specified therein (the "Note"); and

WHEREAS, to secure its obligations under the Note, Debtor, by Deed of Trust of even date herewith (the "Deed of Trust"), has conveyed the Land, as described in Exhibit A (the "Land"), and the improvements now or hereafter located thereon (the "Improvements") to a trustee for the benefit of the Bank (the Land and the Improvements are hereinafter collectively referred to as the "Mortgaged Premises"); and

WHEREAS, Debtor has also executed that certain promissory note of even date herewith evidencing a \$1,500,000.00 revolving line of credit (the "\$1,500,000.00 Note"), as well as a Deed of Trust (the "\$1,500,000.00 Deed of Trust") conveying the Mortgaged Premises to the Bank to secure the \$1,500,000.00 Note.

WHEREAS, Debtor also desires to secure the payment of the Note and the \$1,500,000.00 Note, with interest and any renewals or extensions thereof, in whole or in part, and of the additional payments agreed to be made, by granting the Bank a security interest in the collateral hereinafter described:

NOW, THEREFORE, in consideration of the premises, the loans heretofore or hereafter to be made by the Bank to Debtor, and other good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Debtor hereby agrees with the Bank as follows:

1. Grant of Security Interest. Debtor hereby pledges, assigns and grants to the Bank a continuing security interest in, and a lien upon (a) all vehicles, furniture, furnishings, machinery, apparatus, equipment, fittings, fixtures and articles of every kind and nature including all stored building materials, any interest in which is now owned or hereafter acquired by Debtor,

and is now or hereafter installed in, affixed to, placed upon or used in connection with the Mortgaged Premises or any portion thereof, and all additions thereto and all replacements thereof, including but not limited to, all machinery, engines, furnaces, boilers, stokers, pumps, heaters, incinerators, power equipment, laundry equipment, tanks, dynamos, motors, generators, switchboards, conduits, electrical equipment, heating, cooling, ventilating, air conditioning, lighting, incinerating and plumbing apparatus, compressors, exhaust fans, elevators, escalators, venetian blinds, shades, draperies, drapery and curtain rods, brackets, electric signs, bulbs, fire prevention and extinguishing apparatus, plumbing fixtures, vacuum cleaners, vacuum cleaning systems, floor cleaning, waxing and polishing apparatus, call systems, pictures, mirrors, lamps, ornaments, carpeting, rugs, linoleum and other floor covering, refrigerating and cooling apparatus and equipment, typewriters, office and accounting equipment, safes, cabinets, lockers, shelving, tools, spotlighting equipment, uniforms, screens, screen doors, awnings, blinds, refrigerators, ranges, ovens, garbage disposals, dishwashers, washing machines and clothes dryers, mantels and lobby furnishings, lawn mowers and landscaping equipment, and any and all such property which is at any time hereafter installed in, affixed to and to become fixtures on, placed upon or used in connection with, the Mortgaged Premises or any portion thereof, save and except, however, any such furniture, furnishings, appliances, trade fixtures, and other personal property owned by tenants of Debtor and installed for the purpose of their tenancy if such tenant has the right to remove the same at or before the expiration of the term of the applicable lease; (b) all proceeds or sums payable in lieu of or as compensation for the loss of or damage to any property described in (a) above, or to the Mortgaged Premises; (c) all rights in and to all pertinent present and future fire and/or hazard insurance policies; (d) all awards made by any public body or decreed by any court of competent jurisdiction for a taking or for degradation of value in any eminent domain proceeding; (e) all of Debtor's interest and rights in and to all rental income and/or security deposits derived from the Mortgaged Premises, whether payable pursuant to any present or future lease or otherwise growing out of any occupancy or use thereof; (f) all rights of the Debtor under any contracts in connection with or relating to any construction and/or the operation of any part of the Mortgaged Premises including, but not limited to, any construction contract for any portion of the Mortgaged Premises, and all contracts for architectural services for any portion of the Mortgaged Premises; (g) all general intangibles including trademarks and trade names used in connection with the Mortgaged Premises, all of the inventory of the Debtor, now owned or hereafter acquired and wherever located, whether raw, in process or finished, and all materials or equipment usable in processing the same, and all documents of title concerning any inventory; and all accounts now owned or hereafter acquired by Debtor; (h) all property of Debtor left with the Bank, whether now or hereafter deposited and any balance or deposit account of Debtor whether such accounts are general or special, or individual or multiple party, and all drafts, notes or other items deposited for collection or presented for payment by Debtor with the Bank; and (i) all proceeds and products of every kind and description of the property described in (a) through (h) above (all of the foregoing being hereinafter referred to as the "Collateral").

This security interest is given to secure the prompt and complete payment and performance of all obligations to the Bank of the Debtor under the Note, the Deed of Trust, the \$1,500,000.00 Note and the \$1,500,000.00 Deed of Trust (and all other documents executed and delivered pursuant

thereto or in connection therewith), whether now existing or hereafter arising, whether primary or secondary, direct or indirect, absolute, contingent or conditional, due or to become due (hereinafter referred to as the "Liabilities").

2. No Other Liens. Until satisfaction in full of all Liabilities, Debtor shall not permit or suffer to exist any other lien, security interest or encumbrance upon any of the Collateral.

3. Remedies. In case any one or more events of default under the Note and/or the Deed of Trust shall have occurred and be continuing beyond any applicable cure period therefor, or in case there shall otherwise be a default in the satisfaction of any of the Liabilities which default is not cured within any applicable cure period therefor (any of the foregoing being hereinafter referred to as an "Event of Default"), the Bank shall have, in addition to all other rights and remedies given to it by this Agreement, those allowed by law, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted and in effect in the applicable jurisdiction, and, without limiting the generality of the foregoing, the Bank may immediately, without demand of performance and without other notice (except as set forth next below or in the Note, Deed of Trust or other documents executed and delivered pursuant thereto or in connection therewith) or demand whatsoever to Debtor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon in the city or county where the Mortgaged Premises are located, or elsewhere, the whole or, from time to time, any part of the Collateral, or any interest which Debtor may have therein, and, after deducting from the proceeds of sale or other disposition of the Collateral all expenses (including all reasonable expenses for legal services), shall apply the residue of such proceeds towards the satisfaction of the Liabilities. Any remainder, if any, of the proceeds after satisfaction in full of the Liabilities shall be paid to Debtor. Notice of any sale or other disposition shall be given to Debtor at least ten days before the time of any intended public sale or the time any intended private sale or other disposition of the Collateral is to be made, which the Debtor hereby agrees shall be reasonable notice of sale or other disposition. Debtor agrees to assemble, or cause to be assembled, at its own expense, the Collateral at such place or places as the Bank shall designate by written notice. At any such sale or disposition, the Bank may, to the extent permissible under applicable law, purchase the whole or any part of the Collateral sold, free from any right of redemption on the part of Debtor, which right is hereby waived and released. Without limiting the generality of any rights and remedies conferred upon the Bank under this Paragraph 3, the Bank may, to the full extent permitted by law: (a) Enter upon the Mortgaged Premises, exclude therefrom Debtor or any affiliate thereof, and take immediate possession of the Collateral, either personally or by means of a receiver appointed by a court of competent jurisdiction, using all lawful, necessary force to do so; (b) Use, operate, manage and control the Collateral in any lawful manner; (c) Collect and receive all rents, income, revenue, earnings, issues and profits therefrom; and (d) Maintain, repair, renovate, alter or remove the Collateral as the Bank may determine in its discretion, and any monies so collected or received by the Bank shall be applied to, or may be accumulated for application upon, satisfaction of the Liabilities.

4. Filings; Further Assurances. Debtor agrees to execute and deliver to the Bank Uniform Commercial Code financing statements and such other documents, instruments, supplemental security agreements and chattel mortgages as the Bank may deem necessary, proper or desirable to obtain the benefits of this Agreement, and Debtor authorizes the Bank, upon failure of the Debtor to do so at the request of the Bank, to effect any filing or recording of any such financing statement or statements relating to the Collateral or amendments thereto without the signature of Debtor, where lawful, and hereby appoints the Bank as its attorney in fact (without requiring the Bank to act as such) to execute any such financing or other statement or statements in the name of Debtor, and to perform all other acts which the Bank deems appropriate to perfect and continue the security interest in, and to protect and preserve, the Collateral. The power herein conferred upon the Bank is coupled with an interest and is irrevocable. Debtor further agrees to assign the Bank its rights in or under any financing statements relating to the Collateral filed in favor of Debtor. The Bank reserves the right to require Debtor to surrender to the Bank all vehicle titles in order to perfect the Bank's security interest in Debtor's vehicles, and Debtor covenants that it will use its best efforts to cooperate and assist the Bank in perfecting the Bank's security interest.

5. Expenses. Debtor agrees that all costs and expenses (including reasonable attorneys' fees and expenses for legal services of every kind) of, or incidental to, the custody, care, management, sale or collection of, or realization upon, any of the Collateral, or in any way relating to the enforcement or protection of the rights of the Bank hereunder, shall become part of the Liabilities and shall be entitled to the benefits of this Agreement, and the Bank may at any time apply to the payment of all such costs and expenses all monies of Debtor or other proceeds arising from the possession or disposition of all or any portion of the Collateral.

6. Notices. All notices, requests, approvals, demands and other communications given or made in connection with the terms and provisions of this Agreement shall be in writing and shall be deemed to have been given or made when sent by Certified or Registered Mail, postage prepaid, and shall be sent as follows:

(a) If to Debtor:
Kotarides Baking Co. of Va.
117 E. 16th Street
Norfolk, Virginia 23510
Attention: Christopher P. Kotarides, Sr.

(b) If to the Bank:
Wachovia Bank of North Carolina, N. A.
Dominion Tower
999 Waterside Drive, Suite 2500
Norfolk, VA 23510
Attention: James M. Themides

or to such other addresses as either party to this Agreement shall furnish in writing to the other.

7. Termination. Upon the satisfaction in full of all Liabilities under the Note, the Deed of Trust, and this Agreement, the Bank shall execute and deliver to the Debtor all such documents and instruments as shall be necessary to evidence termination of this Agreement and all unexpired financing statements.

8. Construction. The provisions of this Agreement shall be in addition to those of any guaranty, pledge or security agreement, mortgage, deed of trust or note or other evidence of liability held by Bank, all of which shall be construed as complementary to each other. Nothing herein contained shall prevent the Bank from enforcing any or all other notes, guarantees, pledges, security agreements, mortgages, deeds of trusts or other agreements of Debtor or any other person in accordance with their respective terms.

9. Enforcement and Waiver by the Bank. The Bank shall have the right at all times to enforce the provisions of this Agreement and all other documents required hereunder in strict accordance with the terms hereof and thereof, notwithstanding any conduct or custom on the part of the Bank in refraining from doing so at any time or times. The failure of the Bank at any time or times to enforce its rights under such provisions, strictly in accordance with the same, shall not be construed as having created a custom in any way or manner contrary to the specific provisions of this Agreement or as having in any way or manner modified or waived the same. All rights and remedies of the Bank are cumulative and concurrent, and the exercise of any one right or remedy shall not be deemed a waiver or release of any other right or remedy.

10. GOVERNING LAW. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF VIRGINIA WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS.

11. Binding Effect, Amendment and Entire Agreement. This Agreement shall inure to the benefit of the Bank, its successors and assigns, and shall be binding upon the successors and assigns of the Debtor. This Agreement may be amended only by a writing signed on behalf of each party. This Security Agreement constitutes the entire agreement between the parties with respect to its subject matter replacing all prior negotiations, offers, representations, warranties, and agreements with respect to its subject matter. No course of dealing between the parties, no usage of trade, and no outside evidence of any nature shall be used to supplement, interpret, or modify any of the terms of this Security Agreement.

12. Seal. This Agreement is intended to take effect as a document under seal.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

DEBTOR:

Kotarides Baking Co. of Va., a Virginia corporation

By: Christopher P. Kotarides, Sr. (SEAL)
Name: Christopher P. Kotarides, Sr.
Title: President

BANK:

WACHOVIA BANK, N.A.

By: Mitchell W. Hassell (SEAL)
Name: Mitchell W. Hassell
Title: Asst. VP

EXHIBIT A**Legal Description****TRACT ONE: (NORFOLK PLANT)****Parcel 1**

ALL THOSE certain lots, pieces, or parcels of land, with the buildings and improvements thereon, situated in the City of Norfolk, Virginia, bounded and described as follows:

BEGINNING at a Point marked by a steel pin located at the Southeastern intersection of Granby Street and East 17th Street;

Thence from said Point of Beginning running along the Southern Right-of-way line of East 17th Street in a Southeasterly direction South 70°09'00" East 290.00 Feet to a Point marked by a steel pin located at the Southwest intersection of East 17th Street and Monticello Avenue (formerly Williams Ave.);

Thence from said Point turning and running in a Southwesterly direction along the Western Right-of-way line of Monticello Avenue (formerly Williams Ave.) South 19°50'26" West 105.00 Feet to a Point marked by an existing old drill hole located on the Northwest corner of Monticello Avenue (formerly Williams Ave.) and a 10 Foot Alley;

Thence from said Point turning and running in a Northwesterly direction along the Northern Right-of-way line of 10 Foot Alley North 70°09'00" West 290.00 Feet to a Point, marked by a steel pin located on the Southwestern intersection of 10 Foot Alley and Granby Street;

Thence from said Point turning and running in a Northeasterly direction along the Eastern Right-of-way line of Granby Street North 19°50'26" East 105.00 Feet to a Point, said Point being the Point of Beginning.

Said description consists of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and the Western 15 Feet of Lot 12; Block 17, located on the Southside of East 17th Street. As shown on plat entitled Williamston which is duly of record in Map Book 1 at Pages 40a and 45 in the Clerk's Office of the Circuit Court of Norfolk, Virginia.

The above described Parcel contains 30,450 Square Feet or 0.699 Acres.

IT BEING the same property conveyed to KOTARIDES BAKING CO. OF VA., a Virginia corporation, by deeds from Kotarides Baking Company, Incorporated, a Virginia corporation, dated June 19, 1997 and recorded simultaneously herewith.

Parcel 2

ALL THOSE certain lots, pieces, or parcel of land, with the buildings and improvements thereon, situated in the City of Norfolk, Virginia, bounded and described as follows:

BEGINNING at a Point marked by a steel pin located at the Northeastern intersection of East 16th Street and Granby Street;

Thence from said Point of Beginning running in a Northeasterly direction along the Eastern Right-of-way line of Granby Street North 19°50'26" East 105.00 Feet to a Point marked by a steel pin located at the Southeastern intersection of Granby Street and a 10 Foot Alley;

Thence from said Point turning and running in a Southeasterly direction along the Southern Right-of-way line of 10 Foot Alley South 70°09'00" East 290.00 Feet to a Point marked by an existing old drill hole

located at the Southwestern intersection of a 10 Foot Alley and Monticello Avenue (formerly Williams Ave.);

Thence from said Point turning and running in a Southwesterly direction along the Eastern Right-of-way line of Monticello Avenue (formerly Williams Ave.) South $19^{\circ}50'26''$ West 105.00 Feet to a Point marked by a steel pin, located at the Northwestern intersection of Monticello Avenue (formerly Williams Ave.) and East 16th Street;

Thence from said Point turning and running in a Northwesterly direction along the Northern Right-of-way line of East 16th Street North $70^{\circ}09'00''$ West 290.00 Feet to a Point, said Point being the Point of Beginning.

Said description consists of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and the Western 15 Feet of Lot 12; Block 17, located on the Northside of East 16th Street. As shown on plat entitled Williamston which is duly of record in Map Book 1 at Pages 40a and 45 in the Clerk's Office of the Circuit Court of Norfolk, Virginia.

The above described Parcel contains 30,450 Square Feet or 0.699 Acres.

IT BEING the same property conveyed to KOTARIDES BAKING CO. OF VA., a Virginia corporation, by deeds from Kotarides Baking Company, Incorporated, a Virginia corporation, dated June 19, 1997 and recorded simultaneously herewith.

Parcel 3

ALL THOSE certain lots, pieces, or parcels of land, with the buildings and improvements thereon, situated in the City of Norfolk, Virginia, bounded and described as follows:

BEGINNING at a Point marked by a steel pin located within a building at the Southwestern Intersection of East 16th Street and Monticello Avenue (formerly Williams Ave.);

Thence from said Point of Beginning running along the Western Right-of-way line of Monticello Avenue (formerly Williams Ave.) in a Southwesterly direction South $19^{\circ}50'26''$ West 105.00 Feet to a Point located at the Northwestern intersection of a 10 Foot Alley (closed by Ordinance Number 28576) and Monticello Avenue (formerly Williams Ave.);

Thence from said Point turning and running along in a Northwesterly direction along the Northern Right-of-way line of said 10 Foot Alley, North $70^{\circ}09'00''$ West 10.00 Feet to a Point;

Thence from said Point turning and running along in a Southwesterly direction along the Western Right-of-way line of Monticello Avenue (formerly Williams Ave.), in a Southwesterly direction South $19^{\circ}50'26''$ West 115.00 Feet to a Point located at the Northwestern intersection of Monticello Avenue (formerly Williams Ave.) and East 15th Street;

Thence from said Point turning and running along the Northern Right-of-way line of East 15th Street in a Northwesterly direction North $70^{\circ}09'00''$ West 190.00 Feet to a Point located at the Intersections of Lots 4 and 5, Block 14, as shown on plat entitled Williamston, with the Northern Right-of-way line of East 15th Street;

Thence from said point turning and running along the lot line between Lots 4 and 5, Block 14, as shown on the plat entitled Williamston in a Northeasterly direction North $19^{\circ}50'26''$ East 110.00 Feet to a Point located on the centerline of 10 Foot Alley (closed by Ordinance Number 28576);

Thence from said Point turning and running along the centerline of said 10 Foot Alley (closed by Ordinance Number 28576) in a Northwesterly direction North $70^{\circ}09'00''$ West 100.00 Feet to a Point marked by a drill hole located on the Eastern Right-of-way line of Granby Street;

Thence from said Point turning and running along the Eastern Right-of-way line of Granby Street in a Northeasterly direction North $19^{\circ}50'26''$ East 110.00 Feet to a Point marked by an existing steel pin located at the Southeastern intersection of Granby Street and East 16th Street;

Thence from said Point turning and running in a Southeasterly direction along the Southern Right-of-way line of East 16th Street South $70^{\circ}09'00''$ East 300.00 Feet to a Point, said Point being the Point of Beginning.

Said description consists of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 & 12; Block 14, located on the South side of East 16th Street and Lots 5, 6, 7, 8, 9, 10, 11 and the Western 15 Feet of Lot 12; Block 14, located on the North side of East 15th Street; together with that portion of the 10 Foot Alley closed by City of Norfolk Ordinance Number 28576, adopted August 24, 1976. As shown on plat entitled Williamston which is duly of record in Map Book 1 at Pages 40a and 45 in the Clerk's Office of the Circuit Court of Norfolk, Virginia.

The above described Parcel contains 53,850 Square Feet or 1.236 Acres.

IT BEING the same property conveyed to KOTARIDES BAKING CO. OF VA., a Virginia corporation, by deeds from Kotarides Baking Company, Incorporated, a Virginia corporation, dated June 19, 1997 and recorded simultaneously herewith.

TRACT TWO: (3601 EAST PRINCESS ANNE RD., NORFOLK, VIRGINIA)

ALL THAT certain lot, piece or parcel of land, containing approximately 8.7846 acres of land and shown on that certain plat entitled "PLAT SHOWING PROPERTY IN NORFOLK INDUSTRIAL PARK, TO BE SOLD BY CITY OF NORFOLK, VA. TO KOTARIDES BAKING COMPANY INCORPORATED", Scale $1" = 100'$, July 22, 1981, Division of Surveys, Department of Public Works, Norfolk, VA., which said plat is duly recorded in the Clerk's Office of the Circuit Court of the City of Norfolk, Virginia, in Map Book 36, Page 19, said property being more particularly described as follows:

BEGINNING at a Point in the southern line of East Princess Anne Road, said point being southwestwardly, 1218.20 feet, as measured along the southern line of East Princess Anne Road from the P.C. of a 30 foot radius curve at the southwestern corner of East Princess Anne Road and Azalea Garden Road;

Thence South $38^{\circ} 48' 40''$ East, 535.48 Feet to a point;

Thence South $29^{\circ} 17' 32''$ East 179.48 Feet to the northern line of the 26 foot wide strip reserved for spur track;

Thence northwesterly along said line, which follows the arc of a curve to the left, the radius of which is 423.28 Feet, an arc distance of 456.36 Feet to a point;

Thence continuing along the northern line of the 26 foot wide strip reserved for right of way for spur track, South $61^{\circ} 52' 20''$ West 278.58 Feet to a point;

Thence along a line South $69^{\circ} 30' 00''$ West, 150.57 Feet to a point;

Thence continuing along the southern line South $61^{\circ} 52' 20''$ West, 50 Feet to a point;

Thence along a line North $25^{\circ} 57' 00''$ West, 407.95 Feet to the southern line of East Princess Anne Road;

Thence northeastwardly along the last mentioned line, which follows the arc of a curve to the right, the radius of which is 10,500 feet, and arc distance of 695.37 feet to a point;

Thence continuing along the southern line of East Princess Anne Road, North $59^{\circ} 22' 48''$ East, 39.20 Feet to the Point of Beginning.

The above described parcel contains 382,659 square feet or 8.7846 acres.

IT BEING the same property conveyed to KOTARIDES BAKING CO. OF VA., a Virginia corporation, by deeds from Kotarides Baking Company, Incorporated, a Virginia corporation, dated June 19, 1997 and recorded simultaneously herewith.

TRACT THREE: (4110 COLLEY AVE., NORFOLK, VIRGINIA)

ALL THAT certain piece of land, situated in the City of Norfolk, Virginia, bounded and described as follows:

BEGINNING at the southeastern intersection of West 42nd Street and Colley Avenue marked by an old existing steel pin;

Thence from said Point of Beginning running in a Southeasterly direction along the southern line of West 42nd Street South $85^{\circ}38'40''$ East (equals field) (South $85^{\circ}44'00''$ East equals plat) with a distance of 34.87 Feet (equals field and plat) to a point of curve marked by an old existing Nail;

Thence continuing along the Southern right of way line of West 42nd Street from said point of curve that follows the arc of the curve to the left with a radius distance of 183.79 feet and an arc length of 78.59 feet to a point of reverse curve marked by old existing steel pin;

Thence from said point of reverse curve along a curve to the right with a radius distance of 100.00 feet and an arc length of 32.12 feet to a point of tangent marked by an old existing steel pin;

Thence from said point of tangent running in a Northeasterly direction along the southern right of way line (the new right of way line) (Map Book 21, at Page 79) of West 42nd Street North $88^{\circ}15'25''$ East (equals field) (North $88^{\circ}10'05''$ East equals plat) with a plat and field distance of 85.88 feet to a point marked by an old existing pin, located at the Southwestern intersection of West 42nd Street and Mayflower Road;

Thence from said point turning and running in a Southwesterly direction along the western right of way line of Mayflower Road South $12^{\circ}53'59''$ West (equals field) (South $12^{\circ}45'00''$ West equals plat) with a field distance of 135.80 feet (135.78 feet equals plat) to a point marked by a steel pin, located at a point between lots 12 and 13, as shown on plat entitled "Plat of Lambert's Point Investment Company", plat duly of record in Map Book 5 Pages 30 and 31; Block 311; in the Clerk's Office of the Circuit Court of the City of Chesapeake, Virginia.

Thence from said point turning and running along the dividing lines of lots 13,14,15,16 and 4,9,10,11 and 12, Block 311, as shown on aforesaid plat in a Northwesterly direction North $85^{\circ}38'40''$ West (equals field) with a distance of 207.00 feet (equals field) (North $85^{\circ}44'00''$ West 207.04 feet equals plat) to a point marked by a steel pin, located on the eastern right of way line of Colley Avenue;

Thence from said point turning and running in a Northeasterly direction along the eastern right of way line of Colley Avenue North $04^{\circ}16'00''$ East with a distance of 100.18 feet (equals field and plat) to a point, said point being the Point of Beginning.

Said site contains 25,015 square feet or 0.574 acres.

Said legal description consists of Lots 5,6,7,8,13,14,15 and 16; Block 311, as shown on plat entitled "Plat of Lambert's Point Investment Company" which is recorded in the Clerk's Office of the Circuit Court of Chesapeake, Virginia, in Map Book 5, pages 30 and 31 and it also consists of that portion of 42nd Street which lies South and East of the present Southern Line of 42nd Street, between Colley Avenue and the continuation of the Western Line of Lot 16. Together with the Strip of Land lying North of Lots 13,14,15 and 16 extending up to the South line of West 42nd Street as now laid out, and on the West by Peck, on the East by Mayflower Road. Said Strip of Land is described on a Plat made by J.M. Baldwin, P.C. for Larus & Brother Company, Inc., dated 22nd August, 1949, and recorded in the Clerk's Office of the Circuit Court (formerly Corporation Court) of the City of Norfolk, Virginia, in Map Book 13, Page 72 and shown in Map Book 21, Page 79. Less and Except that certain piece of property taken for street purposes by the City of Norfolk as recorded in Deed Book 1003, Page 536.

IT BEING the same property conveyed to KOTARIDES BAKING CO. OF VA., a Virginia corporation, by deeds from Kotarides Baking Company, Incorporated, a Virginia corporation, dated June 19, 1997 and recorded simultaneously herewith.

TRACT FOUR: (923 & 1021 HIGH STREET, PORTSMOUTH, VIRGINIA)

ALL THOSE certain lots, pieces or parcels of land, with the buildings and improvements thereon and the appurtenances thereto, situate in the City of Portsmouth, State of Virginia, and bounded and described as follows:

BEGINNING at a point marked by an old P.K. Nail located at the dividing line of lots 16 and 18 as shown on the plat entitled Seaboard Airline Railroad, Portsmouth, Virginia, plat duly of record in Deed Book 199 at Page 127, Chesapeake, Virginia, located on the South side of High Street, Two Hundred Thirty Three Feet (233') West of the intersection of High Street and Chestnut Street;

Thence from said Point of Beginning running in a Westerly direction along the Southern Right-of-way line of High Street Due West and a distance of Five Hundred Forty Feet (540') to a Point marked by an old steel pin.

Thence from said Point turning and running in a Southeasterly direction along the Western boundary line of a parcel 300' by 226'; South 00°28'45" East Two Hundred Twenty Six Feet (226') to a Point marked by an old steel pin, said Point being located on the Northern Right-of-way line of King Street;

Thence from said Point turning and running in an Easterly direction along the Northern Right-of-way line of King Street Due East a distance of Six Hundred Sixty Feet (660') to a Point marked by a steel pin; said Point being the Eastern dividing line between Lot-9 and Lot-8, as shown on plat entitled: Seaboard Airline Railroad, Portsmouth, Virginia, plat duly of record in Deed Book 199 at Page 127 in the Clerk's Office of the Circuit Court of the City of Chesapeake, Virginia;

Thence from said Point turning and running in a Northwesterly direction along the dividing line of the Eastern line of Lot-9 and the Western lines of Lots 5,6,7 and 8 as shown on heretofore

said recorded plat, North $00^{\circ}28'45''$ West and a distance of One Hundred Thirteen Feet (113') to a Point marked by a steel pin, said Point being the common corner of lots 4,5,9 and 10;

Thence from said Point turning and running in a Westerly direction along the dividing line of Lots 9,11,13 and 15 and Lots 10,12,14 and 16 as shown on aforesaid recorded plat, Due West and the distance of One Hundred Twenty Feet (120') to a Point marked by a steel pin, said Point being the common corner between Lots 15,16,17 and 18 as shown on the aforesaid recorded plat;

Thence from said Point turning and running in a Northwesterly direction along the dividing line between Lots 16 and 18 as shown on the aforesaid recorded plat North $00^{\circ}28'45''$ West with a distance of One Hundred Thirteen Feet (113') to a Point marked by an old P.K. Nail located on the Southern Right-of way line of High Street, said Point being the Point of Beginning.

IT BEING the same property conveyed to KOTARIDES BAKING CO. OF VA., a Virginia corporation, by deeds from Kotarides Baking Company, Incorporated, a Virginia corporation, dated June 19, 1997 and recorded simultaneously herewith.

TRACT FIVE: (1404 GEORGE WASHINGTON HIGHWAY, YORK COUNTY, VIRGINIA)

ALL THAT certain lot, piece or parcel of land, with the buildings and improvements thereon, situated in County of York, Virginia, bounded and described as follows:

BEGINNING at a Point marked by a steel pin located at the Northeastern intersection of George Emerson Lane and George Washington Memorial Highway (U.S. route 17);

Thence from said Point of Beginning running in a Northeasterly direction along the Eastern Right-of-way line of George Washington Memorial Highway (U.S. route 17) North $23^{\circ}15'00''$ East 155.93 Feet to a Point marked by an old existing steel pin, said Point being the Northwest property corner of Parcel "X" as shown on plat entitled "Subdivision of the Property of Jay Epstein and Mashie D. Epstein"; plat is duly of record in Plat Book 9 at Page 418 in the Clerk's Office of the Circuit Court of the County of York, State of Virginia;

Thence from said Point turning and running in a Southeasterly direction along the Northern line of Parcel "X" and Southern line of Now or Formerly Property of A.H. Emerson, South $73^{\circ}38'00''$ East 200.00 Feet to a Point marked by an old existing pipe;

Thence from said Point turning and running in a Northeasterly direction along a line between Parcel "X" and Now or Formerly A.H. Emerson North $23^{\circ}15'00''$ East 115.00 Feet to a Point marked by an old existing pipe, said Point being a common corner between Parcel "X", Now or Formerly Property of A.H. Emerson and Now or Formerly Property of Clarence L. Taylor;

Thence from said Point turning and running in a Southeasterly direction along a line between Parcel "X" and Property of Now or Formerly Clarence L. Taylor South $73^{\circ}38'00''$ East 176.88 Feet equals field distance, (176.85 feet equals plat distance) to a Point marked by a steel pin, said Point being a common corner between Parcel "X", property of Now or Formerly Clarence L. Taylor and Parcel "Y" (5.00 acre site);

Thence from said Point turning and running in a Southwesterly direction along a line between Parcel "X" and Parcel "Y" South $17^{\circ}01'00''$ West 93.60 Feet equals field distance (93.64 feet equals plat distance) to a Point marked by a steel pin;

Thence turning and running in a Northwesterly direction along a line between Parcel "X" and Parcel "Y" North $72^{\circ}59'00''$ West 20.00 Feet to a Point marked by a steel pin;

Thence from said Point turning and running in a Southwesterly direction along a line between Parcel "X" and Parcel "Y" as shown on plat entitled "Subdivision of the Property of Jay Epstein and Mashie D. Epstein" which plat is duly of record in Plat Book 9 at Page 418 in the Clerk's Office of the Circuit Court of the County of York, State of Virginia, South $17^{\circ}-01'-00''$ West 180.00 Feet to a Point marked by a nail, said Point being located on the Northern line of George Emerson Lane;

Thence from said Point turning and running in a Northwesterly direction along the Northern Right-of-way line of George Emerson Lane North $72^{\circ}-59'-00''$ West 406.27 Feet to a Point, said Point being the Point of Beginning.

Said legal description consists of Parcel "X" with a parcel 15 feet by 25 feet (Parcel R) within said Parcel "X" (for Virginia Department of Highways and Transportation Maintenance Easement) as shown on Plat entitled "Subdivision of the Property of Jay Epstein and Mashie D. Epstein", plat duly of record in Plat Book 9, at Page 418, in the Clerk's Office of the Circuit Court of the County of York, State of Virginia.

IT BEING the same property conveyed to KOTARIDES BAKING CO. OF VA., a Virginia corporation, by deeds from Kotarides Baking Company, Incorporated, a Virginia corporation, dated June 19, 1997 and recorded simultaneously herewith.

AMENDMENT TO SECURITY AGREEMENT

This Amendment to Security Agreement ("Amendment"), dated this 5th day of ~~July~~ ^{August}, 1999, is by and between Kotarides Baking Co. of VA., a Virginia corporation ("Debtor") and Wachovia Bank, N.A., a national banking association (the "Bank"). All capitalized terms not otherwise defined herein shall have the respective meanings ascribed to them in that certain Security Agreement dated June 19, 1997, between Debtor and the Bank (the "Security Agreement").

WITNESSETH:

WHEREAS, under the Security Agreement, the Debtor granted to the Bank a security interest in the Collateral described therein, including "all general intangibles including trademarks and tradenames *used in connection with the Mortgaged Premises*" [emphasis added]; and

WHEREAS, the parties wish to enter into this Amendment to clarify their intention that the security interest granted to the Bank has and continues to cover all general intangibles, including all trademarks and tradenames, of the Debtor, without limitation;

NOW, THEREFORE, in consideration of the premises, the loans heretofore and hereafter made by the Bank to Debtor, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and intending to be legally bound hereby, Debtor agrees with the Bank as follows:

1. Amendment of Collateral Description. Clause (g) of Paragraph 1 of the Security Agreement is amended by deleting the phrase "used in connection with the Mortgaged Premises," and substituting the phrase, "of Debtor," in its place; and Debtor hereby pledges, assigns, and grants to the Bank a continuing security interest in and a lien upon all general intangibles, including trademarks and tradenames, of Debtor, and all proceeds thereof, and specifically including the "Mary Jane[®]," "Natural Grain[®]," and "Mary Jane Super White Better Than Wheat[®]" trademarks, and all such property is and shall hereafter be considered included in the description of "Collateral" as set forth in the Security Agreement.

2. Notice. The address for notices to the Bank set forth in Paragraph 6 of the Security Agreement is amended to read as follows:

Wachovia Bank, N.A.
Corporate Banking
400 World Trade Center
Post Office Box 12602
Norfolk, Virginia 23541-0602
Attn: Constance E. Hutchinson

3. Affirmation. The Security Agreement, as amended hereby, is ratified and affirmed.

4. Seal. This Amendment is and is intended to take effect as a document under seal.

WITNESS, the parties have duly executed this Amendment as of the day and year first above written.

DEBTOR:

KOTARIDES BAKING CO. OF VA.

By: C. P. Kotarides (SEAL)
Name: _____
Title: President

WACHOVIA BANK, N.A.

By: Constance Hutchinson (SEAL)
Name: Constance Hutchinson
Title: Assistant Vice President