

EXHIBIT A
TO
SECURITY AGREEMENT

1. All machinery, apparatus, office equipment, telephone systems, equipment, fittings, fixtures, furnishings, operating equipment, now or hereafter located on or at _____ County, Kentucky, and being the same property described in the Mortgage of even date herewith from Borrower to KHC ("Property"), and used or usable in connection with any present or future operation of the Property and now owned or hereafter acquired by Borrower, including but without limiting the generality of the foregoing, all heating, lighting, signs, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, air-cooling and air-conditioning apparatus, snow removal and lawn care equipment, shades, awnings, screens, storm doors, and windows, attached cabinets, partitions, ducts and compressors, flooring, carpets and drapes, appliances; and all the right, title and interest of Borrower in and to any equipment which may be subject to any title retention or security agreement superior to the security interest of this Agreement; it being understood and agreed that all equipment is part and parcel of the Property and appropriated to the use of the Property and, whether affixed or annexed or not, shall, for the purposes of this Agreement, be deemed conclusively to be conveyed hereby.

2. All building materials of Borrower located on or at the Property.

3. All rents, issues, and profits due or to become due to Borrower from or pertaining to the Property.

4. All rights of Borrower under any policy or policies of insurance covering the Collateral, and all proceeds, loss payments, and premium refunds which may become payable with respect to such insurance policies.

5. All rights of Borrower under any construction, service, engineering, consulting, architectural and other similar contracts as such may be modified, amended or supplemented from time to time, concerning the decisions, construction, management, operation, occupancy, use, and/or disposition of any or all of the Property.

6. All rights of Borrower to any architectural drawings, plans, specifications, soil tests, feasibility studies, appraisals, engineering or environmental reports and similar materials relating to any or all of the Property.

7. All rights of Borrower to any payment and performance bonds or guarantees and any and all modifications and extensions thereof relating to the Property.

8. All rights of Borrower to any governmental permissions, environmental clearances, and authority to subdivide the Property, rights, licenses and permits as are necessary for the commencement, continuation, completion, occupancy, use and disposition of any or all of the Property.

9. All rights of Borrower to any reserves, deferred payments, deposits, refunds, cost savings and payments of any kind relating to the construction, operations, occupancy, use and disposition of any or all of the Property.

10. All rights of Borrower to any proceeds of any commitment by any lender to extend financing relating to the Property.

This instrument covers proceeds and products, renewals and replacements of the above whether now owned or hereafter acquired, all of which may be referred to as "Collateral" and is being executed simultaneously with a Mortgage covering the Property. This instrument shall not be construed as evidence of any intention on the part of Borrower or KHC that any items covered by both said Mortgage and this Agreement be personal property. It being the specific intention of the parties that all items now or hereafter installed in or affixed to the Property be for all purposes a part of the realty.