Utah County, UT UCC-1

ENT 50837:2007 PG 1 of 8 RANDALL A. COVINGTON UTAH COUNTY RECORDER 2007 Apr 06 3:16 pm FEE 27.00 BY SW RECORDED FOR TITLE WEST - SLC ELECTRONICALLY RECORDED

al] 33 dress) Degraphed mail to: merica Financial Group, Inc. 1. Central Avenue, Suite 30 1. Central Avenue, State Postal Kansas City Kansas City MO 64105	JCC FINANCING STATEMENT			UNDED
dress) dress)	DLLOW INSTRUCTIONS (front and back) CAREFULLY			•
#98brded mail to: merica Financial Group, Inc. A. Central Avenue, Suite 300 IX, AZ 85004 N No. 07-5/336 THE ABOVE SPACE IS FOR FILING (only one debtor name (1a or 1b) – do not abbreviate or combine names FIRST NAME FIRST NAME MIDDLE NAME	NAME & PHONE OF CONTACT AT FILER [optional]			
THE ABOVE SPACE IS FOR FILING ONLY DIVING THE ABOVE SPACE IS FOR FILING	Carol Brownfield / (816) 460-2133			
merica Financial Group, Inc. A BROWN Central Avenue, Suite 300 ix, AZ 85004 N No. 07-5/336 THE ABOVE SPACE IS FOR FILING of the property	SEND ACKNOWLEDGMENT TO: (Name and Address)			
merica Financial Group, Inc. A BROWN Central Avenue, Suite 300 ix, AZ 85004 N No. 07-5/336 THE ABOVE SPACE IS FOR FILING of the property				
A. Central Avenue, Suite 300 ix, AZ 85004 ix	KeyBank National Assaciation orded m	nail to:		
THE ABOVE SPACE IS FOR FILING (IX, AZ 85004 IN NO. 07-5/336 THE ABOVE SPACE IS FOR FILING (IX) ONLY ONE debtor name (1a or 1b) — do not abbreviate or combine names FIRST NAME	ATTN: Carol Brownfield America Fina	ancial Group, Inc.		
THE ABOVE SPACE IS FOR FILING OF	911 Main Street, Suite 1500 A-BROOK Kansas City, MO 641850 N. Central A	na		· · · · · · · · · · · · · · · · · · ·
FIRST NAME FIRST NAME FIRST NAME CITY Rancho Santa Margarita CA 92688 FOR ORGANIZATION If JURISDICTION OF ORGANIZATION Delaware FIRST NAME FIRST NAME MIDDLE NAME 19, ORGANIZATIONAL 4309314 IAME - insert only one debtor name (2a or 2b) – do not abbreviate or combine names FIRST NAME MIDDLE NAME CITY STATE POSTAL CO FOR ORGANIZATION 2F. JURISDICTION OF ORGANIZATION 29, ORGANIZATIONAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b) FIRST NAME MIDDLE NAME CITY STATE POSTAL Kansas City MO 64105	Escrow No. 07-	5/336		
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ASSIGNEE of ASSIGNOR S/P) - insert only <u>one</u> secured party name (3a or 3b) FIRST NAME MIDDLE NAME	MAILING ADDRESS	CITY	STATE POSTAL CODE	COUNTRY
ASSIGNEE of ASSIGNOR S/P) - insert only <u>one</u> secured party name (3a or 3b) FIRST NAME MIDDLE NAME				
FIRST NAME CITY STATE POSTAL Kansas City MO 64105	TAX ID# SSN or EIN ADD'L INFO RE 2e. TYPE OF ORGANIZATIO DEBTOR	N 2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL I.D.#, if a	ny NONE
FIRST NAME CITY STATE POSTAL Kansas City MO 64105		SIGNOR S/P) - insert only one secured party name (3a	nr 3h)	
FIRST NAME CITY STATE POSTAL Kansas City MO 64105	3a. ORGANIZATION'S NAME	ordinary index only one secured party name (or	. or obj	
CITY STATE POSTAL Kansas City MO 64105	KeyBank National Association			
Kansas City MO 64105	3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
Kansas City MO 64105	MAIL INC ADODESS		STATE DOCTAL	COUNTRY
eral:	Main Street, Suite 1500	Kansas City	MO 64105	USA
eafter acquired goods, inventory, equip	3a. ORGANIZATION'S NAME KeyBank National Association 3b. INDIVIDUAL'S LAST NAME c. MAILING ADDRESS 1 Main Street, Suite 1500 This FINANCING STATEMENT covers the following collateral:	FIRST NAME CITY Kansas City	om	MIDDLE NAME STATE POSTAL MO 64105 Diment, accounts, accounts.
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not limited to the property described in the Schedule of	ontract rights, general intangibles, chattecounts, letter-of-credit rights, investment and other property including but not limited	property, tort claims (including d to the property described in t	g commercial tort cla he Schedule of Colla	ims), fixture iteral attache
	ontract rights, general intangibles, chatte ecounts, letter-of-credit rights, investment and other property including but not limited ereto and incorporated herein by referen	property, tort claims (including d to the property described in t	g commercial tort cla he Schedule of Colla	ims), fixture iteral attache
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TW47223

Utah County, UT UCC-1

UCC FINANCING STATEMENT			•	
FOLLOW INSTRUCTIONS (front and back) CAREFULLY		4		
A. NAME & PHONE OF CONTACT AT FILER [optional]				
Carol Brownfield / (816) 460-2133				•
B. SEND ACKNOWLEDGMENT TO: (Name and Address)			er er	
Wax Danle National Aggaciation				
KeyBank National Association ATTN: Carol Brownfield				
911 Main Street, Suite 1500				
Kansas City, MO 64105				
	THE A	BOVE SPACE IS FO	OR FILING OFFICE	USE ONLY
DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (
1a, ORGANIZATION'S NAME				
RS Orem Partners, LLC	FIRST NAME	MIDDLE	NA ME	SUFFIX
, 1b. INDIVIDUAL'S LAST NAME	PROT NAME	MIDDEL	NAME	GOTTA
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
30342 Esperanza	Danaha Canta Margari	ta CA	92688	USA
1d. TAX I.D.# SSN or EIN ADD'L INFO RE 1e. TYPE OF ORGANIZATION	Rancho Santa Margari	1g. ORGA	NIZATIONAL I.D.#, if a	
DRGANIZATION LLC	Delaware	43093	314	NONE
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one	debter same (2s or 2h) — do not abbreviate or c			
2a. ORGANIZATION'S NAME				
OR 2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE	NAME	SUFFIX
	- Corne	STATE	IPOSTAL CODE	COUNTRY
2c. MAILING ADDRESS	СПҮ	SIAIE	POSTAL CODE	COUNTRY
2d. TAX ID# SSN or EIN ADD'L INFO RE 2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGA	NIZATIONAL I.D.#, if a	any
DEBTOR DEBTOR				NONE
3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSI	GNOR S/P) - insert only one secured party r	ame (3a or 3b)		
3a, ORGANIZATION'S NAME				
OR KeyBank National Association	FIRST NAME	MIDDLE	NAME	ISUFFIX
35. INDIVIDUAL'S LAST NAME	FIRST NAME	WIIDDEL	MUM	00.71%
3c. MAILING ADDRESS	CITY	STATE	POSTAL	COUNTRY
211.14 : 04 4 6 : 1500	Kansas City	МО	64105	USA
911 Main Street, Suite 1500	Ransas City	11010	04103	CBH
4. This FINANCING STATEMENT covers the following collateral:	and anoda inventors on	rimmont oog	oneta opposi	nto receivable
All Debtor's now owned or hereafter acquir				
contract rights, general intangibles, chattel	paper, documents, doc	cuments of	uue, msuu	nents, deposit
accounts, letter-of-credit rights, investment p	roperty, tort claims (incl	uding comme		anns), nxtures,
and other property including but not limited	to the property described	in the Sche	dule of Coll	aterar attached
hereto and incorporated herein by reference	ce, and all products and	a proceeds t	nereor and	additions and
accessions thereto.		on Doniennin	ED DOCUEN	Chorusesine
5. ALTERNATIVE DESIGNATION [if applicable]: LESSEE/LESSOR CO. 1 This FINANCING STATEMENT is to be filed [for record] (or recorded) in the	NSIGNEE/CONSIGNOR BAILEE/BAIL REAL 7. Check to REQUEST SEARCH R			NON-UCC FILING
· · · · · · · · · · · · · · · · · · ·	•	[optional]	All Debtors	Dahrand Dahran
	icable] [ADDITIONAL FEE]	[optional]	1 20010.0	Debtor 1 Debtor 2
8. OPTIONAL FILER REFERENCE DATA		[ориона]	500.00	J Debtor 1jDebtor 2
		[optional]		J Deptor 1 Jueptor 2

ENT 50837:2007 PG 3 of 8

	FINANCING STATEMEN		UM						
	OW INSTRUCTIONS (front and back) CA		IG STAT	rement	┨ .				
9. NA	9a. ORGANIZATION'S NAME	RELATED FINANCIN	GSIAI	LIVILIYI	1.				
	RS Orem Partners, LLC	·							
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	l K	MIDDLE NAME, SUFFIX	-			•	
	9B. INDIVIDUAL S CAST NAME	FIRST NAME	10	MODEL NAME, 3011 IX					
10. M	SCELLANEOUS:	- -			1				
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					THE A	BOVE SPA	CE IS FOR FILIN	G OFFICE	USE ONLY
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OR	11b. INDIVIDUAL'S LAST NAME			FIRST NAME		MIDDLE N	AME	su	FFIX
11c.	MAILING ADDRESS		. ;	CITY		STATE	POSTAL CODE	co	UNTRY
11d.	TAX ID# SSN or EIN ADD'L INFO RE 111 ORGANIZATION DEBTOR	e. TYPE OF ORGANIZA	TION	11f. JURISDICTION OF O	RGANIZATION	11g. ORGA	NIZATIONAL I.D.#, ii	any	NONE
12.		or ASSIGNOR S	S/P'S N/	AME – insert only <u>one</u> nam	ne (12a or 12b)				
				•		2			
OR	12b. INDIVIDUAL'S LAST NAME			FIRST NAME		MIDDLE N	AME	SU	FFIX
12c. M/	AILING ADDRESS			CITY		STATE	POSTAL CODE	СО	UNTRY
	nis FINANCING STATEMENT covers tracted collateral, or is filed as a 🔀 fixture		as-	16. Additional collatera	al description	·			: .
	escription of real estate:			1.00					
See	attached Exhibit A							· · ·	
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	ame and address of a RECORD OWNE state (if Debtor does not have a record into		d real						:
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				Decedent's Estate 18. Check only if ap	pplicable and chec	k <u>only</u> on	box.		
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					on with a Manufact				
				Filed in connecti	on with a Public-Fi	nance Tran	saction – effective	30 years	

ENT 50837:2007 PG 4 of 8

FOLLO	W INSTRUCTIONS (fro	nt and back) C	AREFULLY		•	l :			
9. NA	ME OF FIRST DEBTOR	(1a or 1b) ON	RELATED FINAN	ICING STA	TEMENT	· .			
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OR	RS Orem Partn 9b. INDIVIDUAL'S LAST NA	ers, LLC	FIRST NAME	·····	MIDDLE NAME, SUFFIX				
•	SD. INDIVIDUAL'S LAST IN	GVI⊏.	FIRST NAME		WIIDDLE NAWE, SOFFIX				
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1	1a. ORGANIZATION'S NAM	E							
OR -					I STORY		T. Wast =		Louisen
1	1b. INDIVIDUAL'S LAST NA	ME			FIRST NAME		MIDDLE	NAME	SUFFIX
						· .		1000000	
11c. N	MAILING ADDRESS				CITY		STATE	POSTAL CODE	COUNTRY
11d. 7	TAX ID# SSN or EIN ADI	D'L INFO RE 11 GANIZATION	e. TYPE OF ORGA	NIZATION	11f. JURISDICTION OF OR	GANIZATION	11g. ORG	ANIZATIONAL I.D.#, if a	
	DEE	BTOR					<u> </u>		NONE
12.	ADDITIONAL SECUR		or ASSIGNO	OR S/P'S N	AME – insert only one name	e (12a or 12b)			· · · · · · · · · · · · · · · · · · ·
ין.	2s. ORGANIZATION'S NAM	Ę.,							•
OR -							1		
1	2b. INDIVIDUAL'S LAST NA	ME			FIRST NAME		MIDDLE	NAME	SUFFIX
									00.00000
2c. MA	ILING ADDRESS		٠.		CITY		STATE	POSTAL CODE	COUNTRY
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	IS FINANCING STATEME			or 🔲 as-	16. Additional collateral	description			
	racted collateral, or is filed	as a 🗵 fixture	filing.						
4 De	scription of real estate:					•	•		•
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ee a	attached Exhibit	A							
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5. Na	me and address of a RI	ECORD OWNE	R of above-descr	ibed real					•
est	ate (if Debtor does not ha	eve a record into	erest):						
					17. Check only if appli	_			. —
						or Trustee a	acting with	respect to propert	y held in trust or
					Decedent's Estate		· . ·		
	• .				18. Check <u>only</u> if app			e box.	·
					Debtor is a TRANS				
					FEET			Transaction – effect	
					Filed in connection	n with a Public-Fir	ance Trai	saction – effective 3	su years

UCC FINANCING STATEMENT ADDENDUM

Loan No. 10034440

SCHEDULE OF COLLATERAL RS OREM PARTNERS, LLC, AS DEBTOR, KEYBANK NATIONAL ASSOCIATION, AS SECURED PARTY

Debtor does hereby irrevocably deed, mortgage, grant, bargain, sell, alien, enfeoff, hypothecate, remise, release, pledge, assign, warrant, transfer, confirm, convey, and grant to Secured Party a lien on, pledge of, and security interest in, all of Debtor's right, interest, and estate in, to and under the following property, whether now owned or hereafter acquired by Debtor, to the full extent of Debtor's right, title, and interest therein, including hereafter acquired rights, interests, and property, and all products and proceeds and additions and accessions (sometimes collectively referred to herein as the "**Property**"):

- (a) <u>Improvements</u>. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the real property ("Land") described on <u>Exhibit A</u> attached hereto and made a part hereof (the "Improvements");
- (b) <u>Easements and Appurtenances</u>. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, riparian rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversion and reversions, remainder and remainders, including any homestead or other claim at law or in equity and any after-acquired title, franchises, licenses, and any reversions and remainders thereof, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in, and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;
- (c) Fixtures and Tangible Personal Property. All inventory, machinery, furniture, equipment, and fixtures (including all heating, air conditioning, plumbing, lighting, communications and elevator fixtures) and other property of every kind and nature whatsoever located upon the Land or the Improvements or appurtenant thereto or used in connection with the present or future operation or occupancy of the Land or the Improvements, including all materials intended for construction, reconstruction, refurbishment, renovation, alterations, and repairs to the Property (whether stored or located on or off the Property) (all of the items described in subsections (c) through (k) below are herein sometimes collectively called the "Personal Property"), including the right, title and interest of Debtor in and to any of the Personal Property that may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (the "Uniform Commercial Code") superior in lien to the lien granted to Secured Party, such Personal Property to include, for example, the following: (1) all furniture and furnishings, including carpets, rugs and other floor coverings, draperies, drapery rods and brackets, awnings, window shades, Venetian blinds, curtains, lighting fixtures, desk chairs, stools, pictures, lamps,

ash trays, waste baskets, clocks, radios, and all other furniture and furnishings of every kind and nature whatsoever; (2) all cash registers, coin machines, computers, word processing equipment, adding machines, calculators, check protectors, postage meters, desks, chairs, tables, room dividers, filing cabinets, safes, vaults, time clocks, time card machines, and other office furniture, equipment and supplies of every kind and nature whatsoever; (3) all right and interest of the Debtor in and to all equipment leases, personal property leases, conditional sales contracts and similar agreements in and to the telephone system (including the switching components thereof), television sets, computer systems, refrigerator/bars, and point of sale computer systems and/or inventory control systems; (4) all apparatus, machinery, motors, tools, insurance proceeds, leases, and equipment, including fire sprinklers and alarm systems, air conditioning, heating, refrigerating, electronic monitoring, window or structural cleaning rigs, maintenance equipment, equipment for the extermination or exclusion of vermin or insects, equipment for removal of dust, debris, snow, refuse or garbage, and all other equipment of every kind; (5) elevators, fittings, radiators, gas ranges, mechanical equipment, and all plumbing, heating, lighting, cooking, laundry, ventilating, refrigerating, incinerating, air conditioning, central energy and sprinkler equipment and fixtures and appurtenances thereto; and (6) all renewals or replacements of any of the foregoing, whether or not the same are or shall be attached to the Improvements;

- (d) Leases and Rents. All Leases and other agreements affecting or relating to the use, enjoyment or occupancy of all or any part of the Land or the Improvements heretofore or hereafter entered into, whether before or after the filing by or against Debtor of any petition for relief under 11 U.S.C. § 101 et seq. (the "Bankruptcy Code"), as the same may be amended from time to time (the "Leases") and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, royalties, licenses, payments (including payments pursuant to the exercise of any purchase option by any tenant under any Lease), fees (including termination fees), revenues, income, receipts, charges, accounts, accounts receivable, issues and profits and other benefits (including all oil and gas or other mineral royalties and bonuses) from the Land or the Improvements whether paid or accruing before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code (collectively, the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the indebtedness of Debtor to Secured Party;
- (e) <u>Condemnation Awards</u>. All awards or payments, including interest thereon (collectively, "Condemnation Awards"), which may heretofore and hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain (including any transfer made in lieu of or in anticipation of the exercise of such right), or for a change of grade, inverse condemnation or for any other injury to or decrease in the value of the Property whether permanent or temporary;
- (f) <u>Insurance Proceeds</u>. All proceeds of and any unearned premiums on any insurance policies covering the Property, including the right to receive and apply the proceeds of any insurance judgments, or settlements made in lieu thereof, for damage to the Property;

- (g) <u>Tax Certiorari</u>. All refunds, rebates or credits in connection with a reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;
- Miscellaneous Personal Property. All intangible property used in connection with or generated by, located on or at or pertaining to the Property including all general intangibles, payment intangibles, software, goodwill, trademarks, trade names, service marks, logos, copyrights, option rights, purchase contracts, contract rights, or leases of personal property and security deposits received pursuant thereto, utility contracts, service contracts, guaranties, warranties, telephone exchange numbers, licenses, government permits and applications, approvals and other government rights relating to the Property or the operation of the business thereon; all books and records; deposit accounts, letter-of-credit rights, accounts, contract rights, instruments, chattel paper, investment property, all rights of Debtor for payment of money for property sold, rented or lent, for services rendered, for money lent, or advances or deposits made; all claims, actions, and causes of action (including those arising in tort, including commercial tort claims) of Debtor against others; all agreements, contracts, certificates, instruments (including promissory notes, guaranties, liens and all writings which evidence a right to the payment of money), franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Property or any part thereof or respecting any business or activity conducted on the Property or any part thereof and all right, title and interest of Debtor therein and thereunder, including the right to receive and collect any sums payable to Debtor thereunder, all extensions, improvements, betterments, replacements, renewals, or additions and accessions to any of the foregoing; and any other intangible property of Debtor related to the Property; and
- (i) Personal Property As Defined In Uniform Commercial Code. In addition to any other property mentioned herein, all property in which a security interest may be created pursuant to the Uniform Commercial Code (or any similar laws) including all goods, inventory, equipment, accounts, accounts receivable, contract rights, general intangibles, chattel paper, documents, documents of title, instruments, deposit accounts, letter-of-credit rights, investment property, tort claims (including commercial tort claims), and securities located on or generated by or used in connection with the ownership or operation of the Property;
- (j) <u>Conversion</u>. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing including proceeds of insurance and Condemnation Awards, into cash or liquidation claims;
- (k) Other Rights. Any and all other rights of Debtor in and to the items set forth in Subsections (a) through (j) above.

Unless the context otherwise requires, each use of the term "include," "including" and similar terms herein shall be construed as if followed up by the phrase "without being limited to."

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL NO. 1:

Lot 1, Plat "D", Boyer Retail Subdivision, according to the official plat thereof recorded October 17, 2002 as Entry No. 122669:2002 under Map No. 9755 of official records.

PARCEL NO. 2:

Those rights appurtenant to Parcel 1, as set forth in that certain declaration of restriction executed by family first federal credit union, F.K.A. Orem Geneva Federal Credit Union, dated August 29, 1989 and recorded September 08, 1989 as Entry No. 26561 in Book 2626 at Page 66 of official records and that certain corrected declaration of restriction recorded February 28, 1990 as Entry No. 6182 in Book 2669 at Page 113 and re-recorded March 06, 1990 as Entry No. 6818 in Book 2670 at Page 555 of official records.

PARCEL NO. 3:

Those rights appurtenant to Parcel 1, as set forth in that certain grant of easement recorded September 08, 1989 as Entry No. 26564 in Book 2626 at Page 74 and rerecorded September 11, 1989 as Entry No. 26675 in Book 2626 at Page 385 and rerecorded February 15, 1990 as Entry No. 4759 in Book 2665 at Page 860 of official records and also in that certain amended and restated grant of easements recorded April 30, 2001 as Entry No. 41575:2001 of official records.

PARCEL NO. 4:

Those rights appurtenant to Parcel 1, as set forth in that certain cross-easement agreement dated August 31, 1989, by and between Shopko Stores, Inc., D/B/A Uvalko Shopko Stores, Inc., a Minnesota corporation, Smith's Food King Properties, Inc., a Utah Corporation, and Boyer Orem Associates, a Utah Limited Partnership, recorded September 08, 1989 as Entry No. 26572 in Book 2626 at Page 123, re-recorded February 15, 1990 as Entry No. 4760 in Book 2665 at Page 869, Utah County recorder's office, first amendment recorded February 14, 1991 as Entry No. 6165 in Book 2764 at Page 50, second amendment to cross-easement agreement recorded October 12, 1995 as Entry No. 69315 in Book 3790 at Page 187, third amendment to cross-easement agreement recorded April 11, 2001 as Entry No. 33819:2001 and fourth amendment to cross easement agreement recorded June 01, 2005 as Entry No. 58459:2005 of official records.