

AFTER RECORDING RETURN TO:

Staples, Inc.
500 Staples Drive
P.O. Box 9271
Framingham, MA 01701-9271
Attention: Real Estate Legal Department

**SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT
(Mortgage)**

THIS AGREEMENT is made as of September 1, 2015, by and among **WELLS FARGO BANK, NATIONAL ASSOCIATION** ("Mortgagee"), **ACS CEDAR SOUTH UT, LLC**, successor-in-interest to **CEDAR PARTNERS I, LLC** ("Landlord"), and **STAPLES THE OFFICE SUPERSTORE, LLC**, successor-in-interest to **STAPLES THE OFFICE SUPERSTORE, INC.**, a Delaware limited liability company ("Tenant").

Reference is made to a mortgage ("Mortgage") from Landlord to Mortgagee, dated 9-1-15 and recorded in Book 1323, Page 590 of the Iron County, Utah recorder's office

Reference is made to a lease ("Lease") dated July 16, 2004, between Landlord and Tenant, demising premises located at Cedar City, Utah, which premises is situated within the property covered by said Mortgage.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual promises contained herein, the parties agree as follows:

1. Mortgagee hereby consents to the Lease and all of the provisions thereof.
2. Subject to the terms hereof, the Lease is and shall be subject and subordinate at all times to the lien of the Mortgage and to all renewals, replacements and extensions of the Mortgage to the full extent of the principal sum secured thereby and interest thereon.
3. Tenant agrees that if the holder of said Mortgage, or any person claiming under said holder (whether by a foreclosure, deed in lieu of foreclosure or otherwise), shall succeed to the interest of Landlord in said Lease, Tenant will recognize, and attorn to, said holder, or such other person, as its landlord under the terms of said Lease.
4. Mortgagee agrees that, in the event of foreclosure or other right asserted under said Mortgage by the holder thereof, said Lease and the rights of Tenant thereunder shall continue in full force and effect and shall not be terminated or disturbed (whether by

a foreclosure, deed in lieu of foreclosure or otherwise), except for default continuing after notice and beyond any applicable grace period and otherwise in accordance with the provisions of said Lease.

5. In the event Mortgagee succeeds to the interest of landlord under the Lease, Tenant will have the same remedies against Mortgagee for any default under the Lease; provided, however, that Mortgagee shall not be:

- (i) liable for any act or omission of any prior landlord (including Landlord) under the Lease, except for non-monetary defaults of a continuing nature;
- (ii) subject to any off-sets or abatements against Base Rent or other charges which Tenant may have against any prior landlord (including Landlord), except for the exercise of rights expressly set forth in the Lease;
- (iii) bound by any Base Rent or other charges which Tenant might have paid for more than the current month to any prior landlord (including Landlord), except as expressly required under the Lease; or
- (iv) bound by any amendment or modification of the Lease made without its consent, which consent shall not be unreasonably withheld or delayed.

Nothing herein contained shall impose any obligations upon Mortgagee to perform any of the obligations of Landlord under the Lease, unless and until Mortgagee shall become owner or mortgagee in possession of the Premises.

6. Tenant agrees to provide Mortgagee with a copy of any notice of default Tenant may send to Landlord pursuant to the terms of the Lease. Tenant agrees that Mortgagee shall have the same opportunity and the same period of time to cure any default of Landlord as provided Landlord pursuant to the terms of the Lease. Unless changed by written notice to Tenant, Mortgagee's notice address is as follows:

Wells Fargo Bank, National Association
1000 Louisiana St., 3rd Floor
Houston, TX 77002
Attn: Tim Gebauer

All notices between Mortgagee and Tenant shall be sent in the manner set forth under the Lease.

7. Landlord agrees that, except as expressly provided herein, this Agreement does not constitute a waiver by Mortgagee of any of its rights under the Mortgage or related documents, and that the Mortgage and any related documents remain in full force and effect and shall be complied with in all respects by Landlord.

8. No material modification, amendment, waiver or release of any provision of this Agreement or of any right, obligation, claim or cause of action arising hereunder shall be valid or effective unless in writing and signed by the parties.

The benefits and burdens of this Agreement shall inure to and bind the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, each party has caused this instrument to be executed under seal by its duly authorized representative.

**MORTGAGEE:
WELLS FARGO BANK, NATIONAL
ASSOCIATION**

Witnessed By:

Alinda Blackstone

By: Tim P. Giesbauer
Name: TIMOTHY P. GIESBAUER
Its: VICE PRESIDENT

**LANDLORD:
ACS CEDAR SOUTH UT, LLC**

Witnessed By:

Jana Andrews

By: Thomas Cormier
Name: Thomas Cormier
Its: Manager

**TENANT:
STAPLES THE OFFICE
SUPERSTORE, LLC**

Witnessed By:

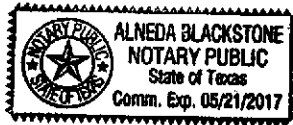
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By: Thomas P. Colarusso
Name: Thomas P. Colarusso
Its: VP, Real Estate &
Property Management

ACKNOWLEDGMENTS

STATE OF Texas)
) SS.
COUNTY OF Harris)

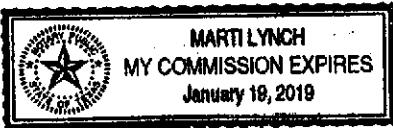
On this 2nd day of September, 2015, before me, the undersigned notary public, personally appeared Timothy Calver, personally known to me or proven to me through satisfactory evidence of identification to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose, as Vice President for Wells Fargo Bank.



Alneda Blackstone
Name:
Notary Public
My Commission Expires:

STATE OF Texas)
) SS.
COUNTY OF Jefferson)

On this 1st day of September, 2015, before me, the undersigned notary public, personally appeared Thomas Cormier, personally known to me or proven to me through satisfactory evidence of identification to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose, as Manager for ACS Cedar South, UT, LLC

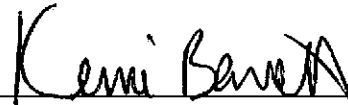


Marti Lynch
Name:
Notary Public
My Commission Expires: 1-19-2019

COMMONWEALTH OF MASSACHUSETTS)
) SS.
COUNTY OF MIDDLESEX)

On this 12th day of August, 2015, before me, the undersigned notary public, personally appeared **Thomas P. Colarusso**, personally known to me or proven to me through satisfactory evidence of identification to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as **VP, Real Estate & Property Management of STAPLES THE OFFICE SUPERSTORE, LLC.**

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Name:
Notary Public
My Commission Expires:



KERRIE BARRETT
Notary Public
Commonwealth of Massachusetts
My Commission Expires
May 22, 2020

Legal Description

SNDA	
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EXHIBIT A

Legal Description
Cedar South Shopping Center

Parcel 1: (Part of Tax ID B-1152-0005-0000)

Commencing 371.48 feet North 0°16' West of the Southwest corner of the Northwest Quarter of the Northwest Quarter (NW¼NW¼) of Section 23, Township 36 South, Range 11 West, Salt Lake Base Meridian; thence North 0°16' West 324.92 feet, more or less, to the Southeasterly Right-of-Way line of State Route No. 130 (Old U.S. Highway 91, also known as South Main Street); thence North 45°37' East along the said Right-of-way a distance of 311.00 feet; thence South 44°23' East 173.10 feet; thence Southeasterly along the arc of a 382.5 foot radius curve to the right 21.40 feet (the Chord of which bears South 42°47' East 21.40 feet, said curve has a Delta Angle of 3°12'00"); thence North 45°37' East 114.10 feet to the Southwesterly line of Pine Street at a corner common to Lots 2 and 3, Block 4 of the original Plat of Valley View Subdivision; thence South 44°23' East 36.90 feet; thence Southeasterly along the arc of a 352.50 foot radius curve to the right 272.34 feet (the Chord of which bears South 22°15' East 265.61 feet, said curve has a Delta Angle of 44°16'00"); thence South 0°07' East 208.00 feet; thence South 89°44' West 564.73 feet to the point of Beginning.

Parcel 2: (Tax ID No. B-1152-0005-0004)

Commencing at the Southwest Corner of the Northwest Quarter of the Northwest Quarter (NW¼NW¼) of Section 23, Township 36 South, Range 11 West, Salt Lake Base and Meridian; thence North 0°16'00" West, 150.00 feet; thence North 89°44'00" East, 285.23 feet; thence South 0°16'00" East, 26.52 feet; thence North 89°44'00" East, 75.00 feet; thence South 0°16'00" East, 170.49 feet (107.50 feet of record); thence South 89°15'30" West, 360.28 feet (360.37 feet of record); thence North 0°13'45" West (North 0°07'00" West record) 50.00 feet along the Section line to the point of beginning.

Parcel 2A:

A perpetual, nonexclusive easement for purposes of ingress and egress of vehicular and pedestrian traffic over and across the following described land (which said easement was provided to in that certain Warranty Deed recorded in Iron County, Utah on July 16, 1981 as Entry No. 228615 in Book 278 at Page 288): Commencing 150.00 feet North 0°16' West of the Southwest corner of the Northwest Quarter of the Northwest Quarter (NW¼NW¼) of Section 23, Township 36 South, Range 11 West, Salt Lake Base and Meridian; thence North 0°16' West 281.48 feet; thence North 89°44' East 30.00 feet; thence South 0°16' East 281.48 feet; thence South 89°44' West 30.00 feet to the beginning, as disclosed by instrument recorded August 29, 2001 as Entry No. 438138 in Book 763 at Pages 806-809, Official Iron County Records.

Also, all of the easements, rights, covenants, restrictions, and requirements which are appurtenances of and/or intended to benefit the Parcel (i.e., Parcel 1) in question and which are created or provided for in that certain "Covenants recorded in Iron County, Utah on July 16, 1981 as Entry No. 228617 in Book 278 at Page 298, as said instrument as heretofore been amended by that certain First Amendment thereto

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HOU:0050320/00222:1801072v1

00674069 B: 1323 P: 629

00674126 B: 1323 P: 918

recorded on November 17, 1981 as Entry No. 231361 in Book 284 at Page 113 and by that certain Second Amendment thereto, dated February 15, 1982, recorded on May 12, 1982 as Entry No. 235091 in Book 289 at Page 932, Official Iron County Records.

Parcel 3: (Part of Tax ID B-1152-0005-0000)

Beginning at the most Easterly corner of Lot 2, Block 4, Valley View Subdivision, Cedar City, Utah; thence South 45°37'00" West, 114.10 feet along the Southeasterly line of said Lot 2; thence along the arc of a non-tangent curve to the left, having a radius of 382.50 feet, a distance of 21.40 feet (the chord of which bears North 42°47' West, 21.40 feet, said curve has a delta angle of 3°12'00"); thence North 44°23'00" West, 174.41 feet (173.10 feet record); thence North 45°37'00" East, 143.50 feet along the Southeasterly Right-of-Way line of Highway SR-130; thence South 44°23'00" East, 195.81 feet (194.50 feet record) along the center line of Pine Street; thence South 45°37'00" West, 30.00 feet to the point of Beginning.

Parcel 4: (Tax ID No. B-1135-0001-0000)

Beginning at the Northeast Corner of W.H. Leigh Subdivision; said point also being located on the Southeasterly right of way of State Route No. 130 at a point North 0°16'00" West, 696.40 feet from the Southeast Corner of the Northeast Quarter of the Northeast Quarter (NE¼NE¼) of Section 22, Township 36 South, Range 11 West, Salt Lake Base and Meridian; thence South 0°16'00" East, along the Subdivision boundary 222.13 feet to an intersection with Northeasterly right of way of Fir Street; thence following said right of way, Northwesterly around the arc of a curve to the left, the radius point of which is located South 89°44'00" West, 229.10 feet, a distance of 176.40 feet to an intersection with the Southeasterly right of way of State Route 130; thence along said right of way North 45°37'00" East, 90.00 feet to the point of beginning.

Less and Excepting therefrom, that portion conveyed to Cedar City Corporation, by Warranty Deed recorded December 14, 2011 as Entry No. 624308 in Book 1228 at Page 642 of Official Records, being more particularly described as follows:

Beginning at a point North 0°16'00" West 517.37 feet along the East boundary of W.H. Leigh Subdivision and South 90°00'00" West 3.85 feet from the Southeast corner of the NE ¼ NE ¼ of Section 22, Township 36 South, Range 11 West, Salt Lake Base and Meridian. Said point of beginning being a P.O.C. on a 229.10 foot radius curve; thence counterclockwise along arc of curve and East line of Fir Street 134.36 feet through a central angle of 33°36'08" (chord bears N 27°34'56") to the Southeast right-of-way line of U.S. Highway 91 (Main Street); thence North 45°37'00" East, 24.06 feet along said R/W line to the P.C. of a 15.00 foot radius curve; thence counterclockwise along arc of curve 22.67 feet thru a central angle of 86°36'33" (chord bears S 2°18'43" W) to the P.R.C. of a 238.60 foot radius curve; thence clockwise along arc of curve 27.12 feet thru a central angle of 6°30'47" (chord bears S 37°44'09"E) to the P.C.C. of a 74.50 foot radius curve; thence clockwise along arc of curve 20.21 feet thru a central angle of 15°32'35" (chord bears S26°42'29" E) thence South 18°56'11" East 42.41 feet; thence South 9°14'51" East 34.56 feet to the point of beginning. Basis of bearings is N 0°07'14" W between the Southeast corner and Northeast corner of the NE ¼ NE ¼ of said Section 22.

Parcel 5: (Tax ID No. B-1135-0079-0001 and B-1135-0003-0000)

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Beginning at the Northeast Corner of the Southeast Quarter of the Northeast Quarter (SE¼NE¼) of Section 22, Township 36 South, Range 11 West, Salt Lake Base and Meridian; thence South 0°13'45" East, 100.00 feet along the Section line; thence South 89°42'00" West, 258.70 feet to a point on the Easterly line of Fir Street; thence along the Easterly line of Fir Street as follows: thence North 0°16'00" West, 40.61 feet; thence Northeasterly along the arc of a curve to the right, having a radius of 168.00 feet, a distance of 134.54 feet; thence North 45°37'00" East, 247.50 feet; thence along the arc of a curve to the left, having a radius of 100.00 feet, a distance of 80.08 feet; thence departing said Fir Street, South 0°16'00" East, 304.80 feet to the point of beginning.

Parcel 6: (Part of Tax ID B-1152-0005-0000)

Beginning at the most Easterly corner of Lot 2, Block 4, Valley View Subdivision, thence North 45°37'00" East, 30.00 feet; thence along the centerline of Pine Street as follows; thence South 44°23'00" East, 36.90 feet; thence along the arc of a curve to the right, having a radius of 382.50 feet, a distance of 143.01 feet; thence departing said street centerline South 0°07'00" East" 148.49 feet, to a point being North 0°07'00" West, 5.0 feet from the Northeast Corner of Lot 7, Block 4, Valley View Subdivision; thence along the arc of a curve to the left (Note: Radius point for said curve bears South 89°53'00" West, 352.50 feet) a distance of 272.34 feet; thence North 44°23'00" West 36.90 feet to the point of beginning.

The above referenced legal is the same as that shown and described on that certain ALTA/ACSM Land Title Survey prepared by Tim Watson, P.L.S. #5049564, of Watson Engineering Company, Inc., dated August 25, 2015 and designated as WEC Project No. 15-1656, and last revised August 31, 2015 (the "Survey") and being more particularly described as follows:

PARCEL 1 (B-1152-0005-0000):

COMMENCING N00°16'06"W (N00°16'00"W RECORD) 371.48 FEET FROM THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 36 SOUTH, RANGE 11 WEST, SALT LAKE MERIDIAN; THENCE N00°16'06"W 326.23 FEET (N00°16'00"W 324.92 FEET RECORD), TO THE SOUTHEASTERLY RIGHT-OF-WAY (R.O.W.) LINE OF STATE ROUTE NO. 130 (OLD U.S. HIGHWAY 91, ALSO KNOWN AS SOUTH MAIN STREET); THENCE ALONG SAID R.O.W. N45°36'54"E 310.03 FEET (N45°37'00"E 311.00 FEET RECORD); THENCE S44°23'06"E 174.41 FEET (S44°23'00"E 173.10 FEET RECORD) TO A CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG THE ARC OF A 382.5 FOOT RADIUS CURVE TO THE RIGHT 21.41 FEET (21.40 FEET RECORD), THE CHORD OF WHICH BEARS S42°46'54"E (S42°47'00"E RECORD) 21.40 FEET, SAID CURVE HAS A DELTA ANGLE OF 03°12'24" (03°12'00"RECORD); THENCE N45°36'54"E 114.11 FEET (N45°37'00"E 114.10 FEET RECORD) TO THE SOUTHWESTERLY LINE OF PINE STREET AT A CORNER COMMON TO LOTS 2 AND 3, BLOCK 4 OF THE ORIGINAL PLAT OF VALLEY VIEW SUBDIVISION; THENCE S44°23'06"E 36.90 FEET TO A CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG THE ARC OF A 352.50 FOOT RADIUS CURVE TO THE RIGHT 272.33 (272.34 FEET RECORD), THE CHORD OF WHICH BEARS S22°14'52"E 265.61 FEET, SAID CURVE HAS A DELTA ANGLE OF 44°15'55" (44°16'00" RECORD); THENCE S00°07'06"E (S00°07'00"E RECORD) 208.00 FEET; THENCE S89°45'46"W 564.95 (S89°44'00"W 564.73 FEET RECORD) TO THE POINT-OF-BEGINNING (P.O.B.) AND CONTAINS 5.65 ACRES

PARCEL 2 (B-1152-0005-0004):

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COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 36 SOUTH, RANGE 11 WEST, SALT LAKE MERIDIAN; THENCE N00°16'06"W (N00°16'00"W RECORD) 150.00 FEET; THENCE N89°43'54"E (N89°44'00"E RECORD) 285.23 FEET; THENCE S00°16'06"E (S00°16'00"E RECORD) 26.52 FEET; THENCE N89°43'54"E (N89°44'00"E RECORD) 75.00 FEET; THENCE S00°16'06"E (S00°16'00"E RECORD) 170.49 FEET; THENCE S89°15'24"W (S89°15'30"W RECORD) 360.28 FEET TO A POINT ON THE WEST SECTION LINE OF SAID SECTION 23; THENCE N00°13'51"W (N00°13'45"W RECORD) 50.00 FEET ALONG THE SECTION LINE TO THE POINT-OF-BEGINNING (P.O.B.) AND CONTAINS 1.60 ACRES.

PARCEL 2A:

A PERPETUAL, NONEXCLUSIVE EASEMENT FOR PURPOSES OF INGRESS AND EGRESS OF VEHICULAR AND PEDESTRIAN TRAFFIC OVER AND ACROSS THE FOLLOWING DESCRIBED LAND (WHICH SAID EASEMENT WAS PROVIDED TO IN THAT CERTAIN WARRANTY DEED RECORDED IN IRON COUNTY, UTAH ON JULY 16, 1981 AS ENTRY NO. 228615 IN BOOK 278 AT PAGE 288): COMMENCING N00°16'06"W (N00°16'00"W RECORD) 150.00 FEET FROM THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (NW¼NW¼) OF SECTION 23, TOWNSHIP 36 SOUTH, RANGE 11 WEST, SALT LAKE MERIDIAN; THENCE N00°16'06"W (N00°16'00"W RECORD) 281.48 FEET; THENCE N89°45'46"E (N89°44'00"E RECORD) 30.00 FEET; THENCE S00°16'06"E (S00°16'00"E RECORD) 281.48 FEET; THENCE S89°45'46"W (S89°44'00"W RECORD) 30.00 FEET TO THE BEGINNING, AS DISCLOSED BY INSTRUMENT RECORDED AUGUST 29, 2001 AS ENTRY NO. 438138 IN BOOK 763 AT PAGES 806-809, OFFICIAL IRON COUNTY RECORDS.

ALSO, ALL OF THE EASEMENTS, RIGHTS, COVENANTS, RESTRICTIONS, AND REQUIREMENTS WHICH ARE APPURTENANCES OF AND/OR INTENDED TO BENEFIT THE PARCEL (I.E., PARCEL 1) IN QUESTION AND WHICH ARE CREATED OR PROVIDED FOR IN THAT CERTAIN "COVENANTS RECORDED IN IRON COUNTY, UTAH ON JULY 16, 1981 AS ENTRY NO. 228617 IN BOOK 278 AT PAGE 298, AS SAID INSTRUMENT AS HERETOFORE BEEN AMENDED BY THAT CERTAIN FIRST AMENDMENT THERETO RECORDED ON NOVEMBER 17, 1981 AS ENTRY NO. 231361 IN BOOK 284 AT PAGE 113 AND BY THAT CERTAIN SECOND AMENDMENT THERETO, DATED FEBRUARY 15, 1982, RECORDED ON MAY 12, 1982 AS ENTRY NO. 235091 IN BOOK 289 AT PAGE 932, OFFICIAL IRON COUNTY RECORDS.

PARCEL 3 (B-1152-0005-0000):

BEGINNING AT THE MOST EASTERLY CORNER OF LOT 2, BLOCK 4, VALLEY VIEW SUBDIVISION, CEDAR CITY, UTAH; THENCE S45°36'54"W 114.11 FEET (S45°37'00"W 114.10 FEET RECORD) ALONG THE SOUTHEASTERLY LINE OF SAID LOT 2 TO A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 382.50 FEET, A DISTANCE OF 21.41 FEET (21.40 FEET RECORD), THE CHORD OF WHICH BEARS N42°46'54"W (N42°47'00"W RECORD) 21.40 FEET, SAID CURVE HAS A DELTA ANGLE OF 03°12'24" (03°12'00" RECORD); THENCE N44°23'06"W (N44°23'00"W RECORD) 174.41 FEET (173.10 FEET RECORD) TO A POINT ON THE SOUTH EASTERLY RIGHT-OF-WAY (R.O.W.) LINE OF HIGHWAY SR-130; THENCE N45°36'54"E (N45°37'00"E RECORD) 143.50 FEET ALONG SAID R.O.W.; THENCE S44°23'06"E (S44°23'00"E RECORD) 195.81 FEET ALONG THE CENTER LINE OF PINE STREET; THENCE S45°36'54"W (S45°37'00"W RECORD) 30.00 FEET TO THE POINT-OF-BEGINNING (P.O.B.) AND CONTAINS 28,102.43 SQ.FT.

PARCEL 4 (B-1135-0001-0000):

BEGINNING AT THE NORTHEAST CORNER OF W.H. LEIGH SUBDIVISION; SAID POINT ALSO BEING

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LOCATED ON THE SOUTHEASTERLY RIGHT-OF-WAY (R.O.W.) OF STATE ROUTE NO. 130 AT A POINT N00°16'06"W 697.71 FEET (N00°16'00"W 696.40 FEET RECORD) FROM THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 36 SOUTH, RANGE 11 WEST, SALT LAKE MERIDIAN; THENCE ALONG THE SUBDIVISION BOUNDARY S00°16'06"E (S00°16'00"E RECORD) 222.13 FEET TO AN INTERSECTION WITH THE NORTHEASTERLY R.O.W. OF FIR STREET; THENCE FOLLOWING SAID RIGHT OF WAY, NORTHWESTERLY AROUND THE ARC OF A CURVE TO THE LEFT, THE RADIUS POINT OF WHICH IS LOCATED 89°44'01" (S89°44'00"W RECORD) 229.10 FEET, A DISTANCE OF 176.40 FEET TO AN INTERSECTION WITH THE SOUTHEASTERLY R.O.W. OF STATE ROUTE 130 (SR 130); THENCE ALONG SAID R.O.W. N45°36'54"E (N45°37'00"E RECORD) 90.00 FEET TO THE POINT-OF-BEGINNING (P.O.B.) AND CONTAINS 0.12 ACRES

LESS AND EXCEPTING THEREFROM:

THAT PORTION CONVEYED TO CEDAR CITY CORPORATION, BY WARRANTY DEED RECORDED DECEMBER 14, 2011 AS ENTRY NO. 624308 IN BOOK 1228 AT PAGE 642 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT N00°16'06"W (N00°16'00"W RECORD) 517.37 FEET ALONG THE EAST BOUNDARY OF W.H. LEIGH SUBDIVISION AND S89°59'54"W (S90°00'00"W RECORD) 3.85 FEET FROM THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 36 SOUTH, RANGE 11 WEST, SALT LAKE MERIDIAN; SAID POINT OF BEGINNING BEING A P.O.C. ON A 229.10 FOOT RADIUS CURVE; THENCE COUNTERCLOCKWISE ALONG ARC OF SAID CURVE AND EAST LINE OF FIR STREET 134.36 FEET THROUGH A CENTRAL ANGLE OF 33°36'07" (33°36'08" RECORD), CHORD BEARS N27°34'49"W (N27°34'56"W RECORD) TO THE SOUTHEASTERLY RIGHT-OF-WAY (R.O.W.) LINE OF U.S. HIGHWAY 91 (MAIN STREET); THENCE N45°36'54"E (N45°37'00"E RECORD) 24.06 FEET ALONG SAID R.O.W. LINE TO THE P.C. OF A 15.00 FOOT RADIUS CURVE; THENCE COUNTERCLOCKWISE ALONG ARC OF SAID CURVE 22.67 FEET THROUGH A CENTRAL ANGLE OF 86°36'33", CHORD BEARS S02°18'43"W, TO THE P.R.C. OF A 238.60 FEET RADIUS CURVE; THENCE CLOCKWISE ALONG ARC OF SAID CURVE 27.12 FEET THROUGH A CENTRAL ANGLE OF 06°30'47", CHORD BEARS S37°44'10"E (S37°44'09"E RECORD) TO THE P.C.C. OF A 74.50 FOOT RADIUS CURVE; THENCE CLOCKWISE ALONG ARC OF SAID CURVE 20.21 FEET THROUGH A CENTRAL ANGLE OF 15°32'35", CHORD BEARS S26°42'29"E; THENCE S18°56'11"E 42.39 FEET (42.41 FEET RECORD); THENCE S09°14'53"E 34.58 FEET (S09°15'51"E 34.56 FEET) TO THE POINT-OF-BEGINNING (P.O.B.) AND CONTAINS 854.10 SQ.FT.

PARCEL 5 (B-1135-0003-0000 & B-1135-0079-0001):

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE¼NE¼) OF SECTION 22, TOWNSHIP 36 SOUTH, RANGE 11 WEST, SALT LAKE MERIDIAN; THENCE S00°13'51"E (S00°13'45"E RECORD) 100.00 FEET ALONG THE SECTION LINE; THENCE S89°41'54"W (S89°42'00"W RECORD) 258.70 FEET TO A POINT ON THE EASTERLY LINE OF FIR STREET; THENCE ALONG THE EASTERLY LINE OF FIR STREET AS FOLLOWS: THENCE N00°16'06"W (N00°16'00"W RECORD) 40.61 FEET TO A CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 168.00 FEET, A DISTANCE OF 134.54 FEET, DELTA ANGLE OF 45°43'04"; THENCE N45°36'54"E 247.00 FEET (N45°37'00"E 247.50 FEET RECORD); THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 100.00 FEET, A DISTANCE OF 80.07 FEET (80.08 FEET RECORD), DELTA ANGLE OF 45°52'43"; THENCE DEPARTING SAID FIR STREET, S00°16'06"E (S00°16'00"E RECORD) 304.80 FEET TO THE POINT-OF-BEGINNING

EXHIBIT A
to
Deed of Trust

HOU:0050320/00222:1801072v1

00674069 B: 1323 P: 633

00674126 B: 1323 P: 922

(P.O.B.) AND CONTAINS 0.81 ACRES.

PARCEL 6:

BEGINNING AT THE MOST EASTERLY CORNER OF LOT 2, BLOCK 4, VALLEY VIEW SUBDIVISION, THENCE N45°36'54"E (N45°37'00"E RECORD) 30.00 FEET TO A POINT ON THE CENTERLINE OF PINE STREET; THENCE ALONG SAID CENTERLINE AS FOLLOWS: THENCE S44°23'06"E (S44°23'00"E RECORD) 36.90 FEET TO A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 382.50 FEET, A DISTANCE OF 143.02 FEET (143.01 FEET RECORD), DELTA ANGLE OF 21°25'22"; THENCE DEPARTING SAID STREET CENTERLINE S00°07'06"E (S00°07'00"E RECORD) 148.49 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 352.50 FEET (NOTE: RADIUS POINT FOR SAID CURVE BEARS S89°52'57"W (S89°53'00"W RECORD)) A DISTANCE OF 272.33 FEET (272.34 FEET RECORD), DELTA ANGLE OF 41°15'55"; THENCE N44°23'06"W 36.90 FEET TO THE POINT-OF-BEGINNING (P.O.B.) AND CONTAINS 0.15 ACRES.

EXHIBIT A
to
Deed of Trust

HOU:0050320/00222:1801072v1

00674069 B: 1323 P: 634

00674126 B: 1323 P: 923