

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

Wells Fargo Bank, National Association  
MAC R4057-01R  
7711 Plantation Road, 1<sup>st</sup> Floor  
Roanoke, Virginia 24019  
Attention: Loan Documentation  
General Phone Number: 540.561.7087

Tax Parcel Numbers: B-1152-0005-0000,  
B-1152-0005-0004,  
B-1135-0003-0000,  
B-1135-0001-0000, and  
B-1135-0079-0001

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**Subordination, Nondisturbance and Attornment Agreement**

This SUBORDINATION, NONDISTURBANCE, AND ATTORNMENT AGREEMENT (this “*Agreement*”) is entered into as of September 10, 2019 (the “*Effective Date*”), between WELLS FARGO BANK, NATIONAL ASSOCIATION, whose address is 1000 Louisiana Street, 9th Floor, Houston, Texas, 77002, Attention: Lauren R. Harville (“*Mortgagee*”), and Vitamin Cottage Natural Food Markets, Inc., a Colorado corporation, whose address is 12612 W. Alameda Parkway, Lakewood, Colorado 80228 (“*Tenant*”), with reference to the following facts:

A. ACS Cedar South UT, LLC, a Nevada limited liability company, whose address is 350 Pine Street, Suite 800, Beaumont, Texas 77701 (“*Landlord*”), owns the real property located at South Main Street, Cedar City, Utah, which shopping center is commonly referred to as “Cedar South Shopping Center” (such real property, including all buildings, improvements, structures and fixtures located thereon, “*Landlord’s Premises*”), as more particularly described in **Schedule A**.

B. Mortgagee has made a loan to Landlord and other related borrowers in the aggregate principal amount of \$4,280,000.00 (the “*Loan*”).

C. To secure the Loan, Landlord has encumbered Landlord’s Premises by entering into that certain Deed of Trust, Security Agreement, Assignment of Leases and Rents, and Fixture Filing dated September 1, 2015, for the benefit of Mortgagee (as amended, increased, renewed, extended, spread, consolidated, severed, restated, or otherwise changed from time to time, the “*Mortgage*”) recorded in the public records of Iron County, Utah on September 2, 2015 in Book 1323, Page 590 (the “*Land Records*”).

D. Pursuant to that certain Shopping Center Lease, dated as of September 13<sup>th</sup>, 2019 (the “*Lease*”), Landlord demised to Tenant a portion of the Landlord’s Premises (“*Tenant’s Premises*”).

E. Tenant and Mortgagee desire to agree upon the relative priorities of their interests in Landlord's Premises and their rights and obligations if certain events occur.

**NOW, THEREFORE**, for good and sufficient consideration and intending to be legally bound hereby, Tenant and Mortgagee agree:

1. Definitions.

The following terms shall have the following meanings for purposes of this Agreement.

1.1 Construction-Related Obligation. A "*Construction-Related Obligation*" means any obligation of Landlord under the Lease to make, pay for, or reimburse Tenant for any alterations, demolition, or other improvements or work at Landlord's Premises, including Tenant's Premises. Construction-Related Obligations shall not include: (a) reconstruction or repair following fire, casualty or condemnation; or (b) day-to-day maintenance and repairs.

1.2 Foreclosure Event. A "*Foreclosure Event*" means: (a) foreclosure under the Mortgage; (b) any other exercise by Mortgagee of rights and remedies (whether under the Mortgage or under applicable law, including bankruptcy law) as holder of the Loan and/or the Mortgage, as a result of which Successor Landlord becomes owner of Landlord's Premises; or (c) delivery by Landlord to Mortgagee (or its designee or nominee) of a deed or other conveyance of Landlord's interest in Landlord's Premises in lieu of any of the foregoing.

1.3 Former Landlord. A "*Former Landlord*" means Landlord and any other party that was landlord under the Lease at any time before the occurrence of any attornment under this Agreement.

1.4 Offset Right. An "*Offset Right*" means any right or alleged right of Tenant to any offset, defense (other than one arising from actual payment and performance, which payment and performance would bind a Successor Landlord pursuant to this Agreement), claim, counterclaim, reduction, deduction, or abatement against Tenant's payment of Rent or performance of Tenant's other obligations under the Lease, arising (whether under the Lease or other applicable law) from Landlord's breach or default under the Lease.

1.5 Rent. The "*Rent*" means any fixed rent, base rent or additional rent under the Lease.

1.6 Successor Landlord. A "*Successor Landlord*" means any party that becomes owner of Landlord's Premises as the result of a Foreclosure Event.

1.7 Termination Right. A "*Termination Right*" means any right of Tenant to cancel or terminate the Lease or to claim a partial or total eviction arising (whether under the Lease or under applicable law) from Landlord's breach or default under the Lease.

2. Subordination.

The Lease, including all rights of first refusal, purchase options and other rights of purchase, shall be, and shall at all times remain, subject and subordinate to the Mortgage, the lien

imposed by the Mortgage, and all advances made under or secured by the Mortgage, subject to the terms and conditions hereinafter set forth in this Agreement.

3. *Nondisturbance; Recognition; and Attornment.*

3.1 *No Exercise of Mortgage Remedies Against Tenant.* So long as the Lease has not been terminated on account of Tenant's default that has continued beyond applicable cure periods (an "*Event of Default*"), Mortgagee shall not name or join Tenant as a defendant in any exercise of Mortgagee's rights and remedies arising upon a default under the Mortgage unless applicable law requires Tenant to be made a party thereto as a condition to proceeding against Landlord or prosecuting such rights and remedies. In the latter case, Mortgagee may join Tenant as a defendant in such action only for such purpose and not to terminate the Lease or otherwise adversely affect Tenant's rights under the Lease or this Agreement in such action.

3.2 *Nondisturbance and Attornment.* If the Lease has not been terminated on account of an Event of Default by Tenant and so long as there shall then exist no breach, default or event of default by Tenant under the Lease beyond any applicable period of notice or cure, then, when Successor Landlord takes title to Landlord's Premises: (a) Successor Landlord shall not terminate or disturb Tenant's possession of Tenant's Premises under the Lease, except in accordance with the terms of the Lease (including, without limitation, in the event of a default by Tenant thereunder which continues beyond any applicable notice or cure periods) and this Agreement, and Tenant's right of quiet and exclusive possession of the Building or Tenant's Premises, and its other rights and privileges arising under the Lease, or under any extensions or renewals thereof, shall all be fully recognized by Successor Landlord and shall not be disturbed, canceled, terminated, diminished, or otherwise interfered with by Successor Landlord and Tenant's occupancy shall not be disturbed by Successor Landlord during the term of the Lease, or any extensions or renewals thereof; (b) Successor Landlord shall be bound to Tenant under all the terms and conditions of the Lease (except as provided in this Agreement); (c) Tenant shall recognize and attorn to Successor Landlord as Tenant's direct landlord under the Lease as affected by this Agreement; and (d) the Lease shall continue in full force and effect as a direct lease, in accordance with its terms (except as provided in this Agreement), between Successor Landlord and Tenant.

3.3 *Further Documentation.* The provisions of this Article shall be effective and self-operative without any need for Successor Landlord or Tenant to execute any further documents. Tenant and Successor Landlord shall, however, confirm the provisions of this Article in writing upon request by either of them.

4. *Protection of Successor Landlord.*

Notwithstanding anything to the contrary in the Lease or the Mortgage, Successor Landlord shall not be liable for or bound by any of the following matters:

4.1 *Claims Against Former Landlord.* Any Offset Right that Tenant may have against any Former Landlord relating to any event or occurrence before the date of attornment, except for any Offset Right the basis of which is continuing, provided, however, that Successor Landlord shall not be liable for any claim for damages of any kind whatsoever as the result of any

breach by Former Landlord that occurred before the date of attornment. (The foregoing shall not limit either (a) Tenant's right to exercise against Successor Landlord any Offset Right otherwise available to Tenant because of events occurring after the date of attornment, or (b) Successor Landlord's obligation to correct any conditions that existed as of the date of attornment and violate Successor Landlord's obligations as landlord under the Lease.)

4.2 Prepayments. Any payment of Rent that Tenant may have made to Former Landlord more than thirty (30) days before the date such Rent was first due and payable under the Lease with respect to any period after the date of attornment other than, and only to the extent that, the Lease expressly required such a prepayment or to the extent such sums are actually delivered to and received by Lender.

4.3 Payment. Any obligation to pay Tenant any sum(s) that any Former Landlord owed to Tenant.

4.4 Modification; Amendment; or Waiver. Any modification or amendment of the Lease, or any waiver of any terms of the Lease, which has the effect of (i) reducing the rent and other amounts payable by Tenant under the Lease, (ii) shortening the term of the Lease, (iii) increasing the obligations imposed on Landlord, financial or otherwise, under the Lease, (iv) reducing the size of the Tenant's Premises, or (v) reducing Tenant's obligations under the Lease, made without Mortgagee's written consent, such consent not to be unreasonably withheld, conditioned or delayed, provided, the foregoing shall not apply to an amendment or modification made simply to document a right or option, or a termination right that Tenant can exercise unilaterally under the terms of the Lease.

4.5 Surrender; Etc. Any consensual or negotiated surrender, cancellation, or termination of the Lease, in whole or in part, agreed upon between Landlord and Tenant, unless effected unilaterally by Tenant pursuant to the express terms of the Lease.

4.6 Construction-Related Obligations. Any Construction-Related Obligation of Landlord under the Lease.

4.7 Default Under Mortgage. In the event that Mortgagee notifies Tenant of a default under the Mortgage and demands that Tenant pay its rent and all other sums due under the Lease directly to Mortgagee, Tenant shall honor such demand and pay the full amount of its rent and all other sums due under the Lease, without offset (except as expressly permitted under the terms of the Lease), directly to Mortgagee or as otherwise directed pursuant to such notice, beginning with the payment next due after such notice of default, without inquiry as to whether a default actually exists under the Mortgage and notwithstanding any contrary instructions of or demands from Landlord.

Notwithstanding anything to the contrary set forth herein, in the event Landlord fails to pay to Tenant the sum of \$207,930.00 ("Allowable Offset Amount") for Tenant's Work (as defined in the Lease) in accordance with Exhibit L to the Lease, Tenant shall have the right to offset monthly base rent payable by Tenant under the Lease until such time as the unpaid portion of the Allowable Offset Amount has been reduced to \$0.00, provided, that, such offset right provided in this paragraph shall terminate as of that date which is two (2) years from the Ready for Occupancy

Date (as defined in the Lease).

5. Exculpation of Successor Landlord.

Notwithstanding anything to the contrary in this Agreement or the Lease, upon any attornment pursuant to this Agreement the Lease shall be deemed to have been automatically amended to provide that Successor Landlord's obligations and liability under the Lease shall never extend beyond Successor Landlord's (or its successors' or assigns') interest, if any, in Tenant's Premises from time to time, including insurance and condemnation proceeds, Successor Landlord's interest in the Lease, and the proceeds from any sale or other disposition of Tenant's Premises by Successor Landlord (collectively, "*Successor Landlord's Interest*"). Tenant shall look exclusively to Successor Landlord's Interest (or that of its successors and assigns) for payment or discharge of any obligations of Successor Landlord under the Lease as affected by this Agreement. If Tenant obtains any money judgment against Successor Landlord with respect to the Lease or the relationship between Successor Landlord and Tenant, then Tenant shall look solely to Successor Landlord's Interest (or that of its successors and assigns) to collect such judgment. Tenant shall not collect or attempt to collect any such judgment out of any other assets of Successor Landlord. If Mortgagee or such transferee, by succeeding to Landlord's interest under the Lease, becomes obligated to perform the covenants of a lessor thereunder, then, upon any further transfer by Mortgagee or such transferee and the assumption of the Lease in writing by the transferee of Mortgagee's or such transferee's interest as a lessor under the Lease, all of such obligations shall terminate as to Mortgagee or such transferee.

6. Mortgagee's Right to Cure.

6.1 Notice to Mortgagee. Notwithstanding anything to the contrary in the Lease or this Agreement, before exercising any Termination Right or Offset Right, Tenant shall provide Mortgagee with notice of the breach or default by Landlord giving rise to same (the "*Default Notice*") and, thereafter, the opportunity to cure such breach or default as provided for below.

6.2 Mortgagee's Cure Period. After Mortgagee receives a Default Notice, Mortgagee shall have a period of thirty (30) days beyond the time available to Landlord under the Lease in which to cure the breach or default by Landlord, provided however, that if such breach or default cannot with diligence be cured by Mortgagee within such thirty (30) day period, the commencement of action by Mortgagee within such thirty (30) day period to remedy the same shall be deemed sufficient so long as Mortgagee pursues such cure with diligence; provided further, however, that Lender's cure period shall in no event exceed sixty (60) days after receipt of a Default Notice. Mortgagee shall have no obligation to cure (and shall have no liability or obligation for not curing) any breach or default by Landlord, except to the extent that Mortgagee agrees or undertakes otherwise in writing.

6.3 Extended Cure Period. In addition, as to any breach or default by Landlord the cure of which requires possession and control of Landlord's Premises, provided only that Mortgagee undertakes to Tenant by written notice to Tenant within thirty days after receipt of the Default Notice to exercise reasonable efforts to cure or cause to be cured by a receiver such breach or default within the period permitted by this paragraph, Mortgagee's cure period shall continue for such additional time not to exceed an additional one hundred eighty days (the "*Extended Cure*").

*Period*”) as Mortgagee may reasonably require to either (a) obtain possession and control of Landlord’s Premises and thereafter cure the breach or default with reasonable diligence and continuity, or (b) obtain the appointment of a receiver and give such receiver a reasonable period of time in which to cure the default.

7. *Due Authorization.* Tenant has full authority to enter into this Agreement, which has been duly authorized by all necessary actions.

8. *Miscellaneous.*

8.1 *Notices.* All notices or other communications required or permitted under this Agreement shall be in writing and given by certified mail (return receipt requested) or by nationally recognized overnight courier service that regularly maintains records of items delivered. Each party’s address is as set forth in the opening paragraph of this Agreement, subject to change by notice under this paragraph. Notices shall be effective the next business day after being sent by overnight courier service, and five (5) business days after being sent by certified mail (return receipt requested).

8.2 *Successors and Assigns.* This Agreement shall bind and benefit the parties, their successors and assigns, any Successor Landlord, and its successors and assigns. If Mortgagee assigns the Mortgage, then upon delivery to Tenant of written notice thereof accompanied by the assignee’s written assumption of all obligations under this Agreement, all liability of the assignor shall terminate.

8.3 *Entire Agreement.* This Agreement constitutes the entire agreement between Mortgagee and Tenant regarding the subordination of the Lease to the Mortgage and the rights and obligations of Tenant and Mortgagee as to the subject matter of this Agreement.

8.4 *Interaction with Lease and with Mortgage.* If this Agreement conflicts with the Lease, then this Agreement shall govern as between the parties and any Successor Landlord, including upon any attornment pursuant to this Agreement. This Agreement supersedes, and constitutes full compliance with, any provisions in the Lease that provide for subordination of the Lease to, or for delivery of nondisturbance agreements by the holder of, the Mortgage. Mortgagee confirms that Mortgagee has consented to Landlord’s entering into the Lease.

8.5 *Mortgagee’s Rights and Obligations.* Except as expressly provided for in this Agreement, Mortgagee shall have no obligations to Tenant with respect to the Lease. If an attornment occurs pursuant to this Agreement, then all rights and obligations of Mortgagee under this Agreement shall terminate, without thereby affecting in any way the rights and obligations of Successor Landlord provided for in this Agreement.

8.6 *Interpretation; Governing Law.* The interpretation, validity and enforcement of this Agreement shall be governed by and construed under the internal laws of the State in which the Landlord’s Premises is located, excluding its principles of conflict of laws.

8.7 *Amendments.* This Agreement may be amended, discharged or terminated, or any of its provisions waived, only by a written instrument executed by the party to be charged.

8.8 Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

8.9 Mortgagee's Representation. Mortgagee represents that Mortgagee has full authority to enter into this Agreement, and Mortgagee's entry into this Agreement has been duly authorized by all necessary actions.

8.10 Costs, Expenses and Attorneys' Fees. If any party hereto institutes any judicial or administrative action or proceeding to enforce any rights or obligations under this Agreement, or seeking damages or any other judicial or administrative remedy, the prevailing party shall be entitled to recover from the other party all costs and expenses, including, subject to applicable law, reasonable attorneys' fees (to include outside counsel fees and all allocated costs of the prevailing party's in-house counsel), whether or not suit is brought, and if brought whether incurred at the trial or appellate level, in an arbitration proceeding or otherwise, and including any of the foregoing incurred in connection with any bankruptcy proceeding (including without limitation, any adversary proceeding, contested matter or motion brought by Bank or any other person) relating to Landlord, Tenant or any other person or entity.

[Signature Pages Follow]





**TENANT**

**VITAMIN COTTAGE NATURAL FOOD  
MARKETS, INC.,  
a Colorado corporation**

By: *Kemper Isely*  
Name: Kemper Isely  
Title: Co-President

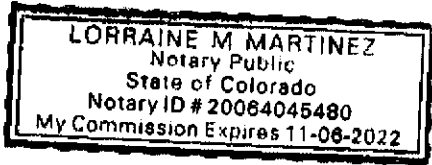
STATE OF COLORADO    )  
  ) ss:  
COUNTY OF JEFFERSON )

On this 10 day of September, 2019, before me appeared Kemper Isely, to me personally known, who, being by me duly sworn, did say that said individual is the Co-President of Vitamin Cottage Natural Food Markets, Inc., a Colorado corporation, and said person acknowledged that he/she executed this instrument on behalf of said corporation by authority of the Board of Directors of said corporation and said acknowledged said instrument as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year above written.

*Lorraine M Martinez*  
Notary Public

My Commission Expires: November 6th 2022



**LANDLORD'S CONSENT**

Landlord consents and agrees to the foregoing Agreement, which was entered into at Landlord's request. The foregoing Agreement shall not alter, waive or diminish any of Landlord's obligations under the Mortgage or the Lease. The above Agreement discharges any obligations of Mortgagee under the Mortgage and related loan documents to enter into a nondisturbance agreement with Tenant. Tenant is hereby authorized to pay its rent and all other sums due under the Lease directly to Mortgagee upon receipt of a notice as set forth in Section 4.7 above from Mortgagee and that Tenant is not obligated to inquire as to whether a default actually exists under the Mortgage Landlord is not a party to the above Agreement.

**LANDLORD**

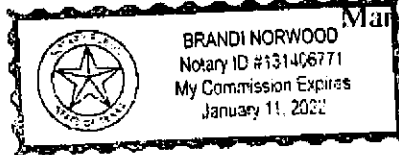
ACS CEDAR SOUTH UT, LLC, a Nevada limited liability company

By: ACS Management Group, LLC, a Nevada limited liability company, Manager

By: Albanese Cormier Management Group, LLC, a Texas limited liability company, Manager

By: 

Michael Albanese  
Manager

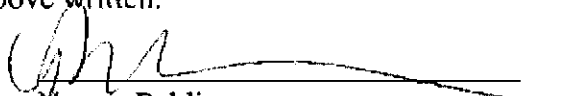


STATE OF Texas

COUNTY OF Spencer

On this 13th day of September, 2019 before me appeared Michael Albanese, to me personally known, who, being by me duly sworn, did say that said individual is the manager of Albanese Cormier Management Group, LLC, a Texas limited liability company, the manager of ACS Management Group, LLC, a Nevada limited liability company, the manager of ACS Cedar South UT, LLC, a Nevada limited liability company, and said person acknowledged that said person executed this instrument on behalf of said limited liability company and acknowledged said instrument as the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year above written.

  
Notary Public

My Commission Expires: 1.11.2021

## SCHEDULE A

### Description of Landlord's Premises

**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

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, Northwestery 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)

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):**

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

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 122B 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

(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.