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ENT 79256:2015 PG 1 of 13  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2015 Aug 28 3:47 PM FEE 35.00 BY EO  
RECORDED FOR FORTSON BENTLEY GRIFFIN

This instrument was prepared by  
and after recording return to:  
Walter W. Hays, Jr.  
Fortson, Bentley and Griffin, P.A.  
2500 Daniell's Bridge Road  
Building 200, Suite 3A  
Athens, Georgia 30606  
(706) 548-1151

**SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT**

PREMISES LOCATION: 599 West Main Street, American Fork, Utah County, Utah

THIS AGREEMENT is made and entered into as of this 13th day of August, 2015 by and among **DW ASSOCIATES, L.L.C.**, a Utah limited liability company, whose principal address is P.O. Box 1153, Centerville, Utah 84014 (the "Landlord"), **WDG AMERICAN FORK, LLC**, a Utah limited liability company, whose principal address is 1572 N. Woodland Park Drive, Suite 505, Layton, Utah 84041 (the "Tenant"), **MJM 5G, LLC**, a Nevada limited liability company, whose principal address is 125 West Burton Avenue, Suite B, Salt Lake City, Utah 84115 (the "Subtenant"), **ZAXBY'S FRANCHISING, INC.**, a Georgia corporation, whose principal address is 1040 Founder's Boulevard, Suite 100, Athens, Georgia 30606 ("ZFI"), and **BRIGHTON BANK**, a Utah banking corporation, whose principal address is 7101 South Highland Drive, Salt Lake City, Utah 84121 (the "Lender").

WITNESSETH:

THAT WHEREAS, Landlord has entered into and delivered that certain Leasehold Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated November 17, 2008, in favor of Lender, recorded in the Office of the Recorder of Utah County, Utah as Instrument Number 130177:2008 and Collateral Assignment of Ground Lease and Landlord's Consent dated November 17, 2008 and recorded in the Office of the Recorder of Utah County, Utah as Instrument Number 130178:2008 (collectively the "Mortgage"), conveying certain real property including a portion of the property located at 599 West Main Street, American Fork, Utah County, Utah and more particularly described as Lease Parcel 1 on the attached **Exhibit A** ("Parcel 1"); and

WHEREAS, Landlord and Tenant entered into that certain lease agreement for Parcel 1 dated June 17, 2014, as modified by Confirmation, Assignment and Acceptance of Sublease and Sub-Sublease dated February 12, 2015 and as amended by First Amendment to Ground Lease by and between Landlord, Innes Family, LLC, a Utah limited liability company, and Tenant for that certain real property more particularly set forth and described as Parcel 2 on Exhibit A attached hereto ("Parcel 2") (Parcel 1 and Parcel 2 collectively referred to as the "Premises") (collectively, the "Lease"); and

WHEREAS, Tenant and Subtenant entered into that certain Zaxby's American Fork Lease dated December 9, 2014, as modified by Confirmation, Assignment and Acceptance of Sublease and Sub-Sublease dated February 12, 2015 and Rider to lease Agreement dated August 13, 2015 (collectively the "Sublease"), for the Premises for use by Subtenant as a Zaxby's® restaurant to be opened pursuant to a written License Agreement dated August 13, 2015 and First Amendment to License Agreement dated August 13, 2015 by and between ZFI and Subtenant (including any and all amendments and renewals and extensions thereof) (collectively the "License Agreement"); and

WHEREAS, it is a condition to ZFI's confirmation of the Lease, as required under the License Agreement, that this Agreement be fully executed and delivered by the parties hereto;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do mutually covenant and agree as follows:

1. Lender hereby consents to the Lease.
2. Tenant covenants and agrees with the Lender that the Lease is hereby made and shall continue hereafter to be subject and subordinate to the lien of the Mortgage (as same may be modified and extended) subject to the provisions of this Agreement.
3. Subtenant covenants and agrees with the Lender that the Sublease is hereby made and shall continue hereafter to be subject and subordinate to the lien of the Mortgage (as same may be modified and extended) subject to the provisions of this Agreement.
4. Tenant certifies that the Lease is presently in full force and effect.
5. Subtenant certifies that the Sublease is presently in full force and effect.
6. Lender agrees that so long as the Lease shall be in full force and effect and Tenant is not in default thereunder beyond any applicable cure period:
  - (a) Except as required by applicable law governing foreclosures and/or sales pursuant to power of sale, Tenant shall not be named or joined as a party defendant or otherwise in any suit, action, or proceeding for the foreclosure of the Mortgage or to enforce any rights under the Mortgage or the bond or note or other obligation secured thereby.
  - (b) The possession by Tenant of the Premises and the Tenant's rights thereto shall not be disturbed, affected or impaired by, nor will the Lease or the term thereof be terminated or otherwise adversely affected by (i) any suit, action or proceeding upon the Mortgage or the bond or note or other obligation secured thereby, or for the foreclosure of the Mortgage or the enforcement of any rights under the Mortgage or any other documents held by the Lender, or (ii) any judicial sale or execution or other sale of the Premises, or by any deed given to Lender by any other documents or as a matter of law, or (iii) any default under the Mortgage or the bond or note or other obligation secured thereby.
7. Lender agrees that so long as the Sublease shall be in full force and effect and Subtenant is not in default thereunder beyond any applicable cure period:
  - (a) Except as required by applicable law governing foreclosures and/or sales pursuant to power of sale, Subtenant shall not be named or joined as a party defendant or otherwise in any suit, action, or proceeding for the foreclosure of the Mortgage or to enforce any rights under the Mortgage or the bond or note or other obligation secured thereby.
  - (b) The possession by Subtenant of the Premises and the Subtenant's rights thereto shall not be disturbed, affected or impaired by, nor will the Sublease or the term thereof be terminated or otherwise adversely affected by (i) any suit, action or proceeding upon the Mortgage or the bond or note or other obligation secured thereby, or for the foreclosure of the Mortgage or the enforcement of any rights under the Mortgage or any other documents held by the Lender, or (ii) any judicial sale or execution or other sale of the Premises, or by any deed given to Lender by any other documents or as a matter of law, or (iii) any default under the Mortgage or the bond or note or other obligation secured thereby.
8. If Lender shall become the owner of the Premises by reason of foreclosure of the Mortgage or otherwise, or if the Premises shall be sold as a result of any action or proceeding to foreclose the Mortgage or by a deed given in lieu of foreclosure, the Lease shall continue in full force and effect, without necessity for executing any new lease, as a direct lease between Tenant, as Tenant thereunder, and the then owner of the Premises, as

Landlord thereunder, upon all of the same terms, covenants and provisions contained in the Lease, and in such event:

(a) Tenant shall be bound to the Lender or to such new owner under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including the option periods if Tenant elects or has elected to exercise its options to extend the term) and Tenant hereby agrees to attorn to such new owner and to recognize such new owner as Landlord under the Lease; and

(b) If Tenant is not in default under the Lease beyond any applicable cure period, such new owner shall be bound to Tenant under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including the option periods, if Tenant elects or has elected to exercise its options to extend the term) which terms, covenants and provisions such new owner hereby agrees to assume and perform, provided, however, that Lender or any successor or assignee of Lender shall not (i) be bound by any prepayment of rent or additional rent, unless received and receipted for by Lender or its successor or assignee; (ii) be personally liable under the Lease, and Lender's or its successor's or assignee's liability under the Lease shall be limited to the interest of the Lender or its successor or assignee in the Premises; (iii) be liable for any act or omission of any prior landlord under the Lease, including, without limitation, the Landlord, except for any continuing act or omission of which Lender had notice and failed to cure; (iv) be subject to any offsets or defenses which Tenant may have against any prior landlord under the Lease, including, Landlord, except for any offsets or defenses related to any continuing act or omission of which Lender has had notice and failed to cure; (v) except as provided in Section 8. below, be bound by any amendment, modification or termination of the Lease (other than a termination of the Lease by Tenant pursuant to the express terms of the Lease) made without Lender's prior written consent; and (vi) be liable to provide Tenant with any rights in or be bound by or be responsible for any restrictions on any property other than the Premises during the remainder of the term of the Lease.

9. Tenant, Landlord, and Lender acknowledge and agree that upon written instruction to Tenant from the Landlord or Lender instructing Tenant to make all rent and other payments due and to become due to Landlord under the Lease directly to Lender, the Tenant agrees to follow such direction until further written notice from the Lender, and Landlord and Lender hereby expressly agree that any such payment shall discharge any obligation of Tenant to Landlord under the Lease to the extent of such payment; provided, however, that the foregoing shall have no effect on Tenant's rights to any offsets nor any effect on Landlord's obligations.

10. Tenant shall give Lender written notice of any default by Landlord under the Lease. Lender shall have the same period of time provided Landlord under the Lease within which to cure such default.

11. Landlord and Tenant may, from time to time, modify or amend the Lease without Lender's consent, provided such modifications or amendments do not result in a change in the Lease Term, the reduction of the Rent payable thereunder or make Landlord's obligations thereunder more onerous; any such modifications having such result and made without Lender's written consent shall be void and of no force and effect as between Lender and Tenant.

12. Tenant shall not pay an installment of rent more than thirty (30) days prior to the due date.

13. Subtenant and ZFI have entered into, or are about to enter into, a certain Collateral Assignment of Lease whereby ZFI is granted the right to become the tenant of the Premises and continue the operation of a Zaxby's® restaurant (now or to be located thereon) in the event Subtenant should fail to cure any default in the Sublease within any applicable cure period or in the event the License Agreement should ever, for any reason, be terminated or expire. Accordingly, this Agreement shall inure to the benefit of ZFI, its successors and assigns, in the event ZFI should ever become tenant of the Premises.

14. Any notices or communications given under this Agreement shall be in writing and shall be given by registered or certified mail, return receipt requested, postage prepaid, (a) if to Lender, at the address of Lender hereinabove set forth or at such other address as Lender may designate by notice, (b) if to Tenant, at the address of Tenant hereinabove set forth, or at such other address as Tenant may designate by notice, (c) if to Subtenant, at the address of Subtenant hereinabove set forth, or at such other address as Subtenant may designate by notice, (d) if to Landlord, at the address of Landlord hereinabove set forth or at such other address as Landlord may designate by

notice, or (e) if to ZFI, at the address of ZFI hereinabove set forth or at such other address as ZFI may designate by notice.

This Agreement may be executed in one or more counterparts, or by the parties executing separate counterpart signature pages, including facsimiles transmitted by telecopier, all of which shall be deemed to be original counterparts of this Agreement.

This Agreement shall be governed by, and construed in accordance with, the laws of the state in which the Premises are located.

This Agreement shall bind and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, personal representatives, successors and assigns.

This Agreement contains the entire agreement between the parties and cannot be changed, modified, waived or canceled except by an agreement in writing executed by the party against whom enforcement of such modification, change, waiver or cancellation is sought.

This Agreement and the covenants contained are intended to run with and bind all lands affected thereby.

*(Signatures on following page)*

IN WITNESS WHEREOF, the parties hereby have set their hands and seals as of the day and year first above written.

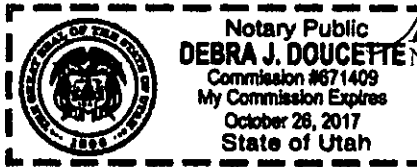
[Signature]  
Witness  
[Signature]  
Witness

LANDLORD:  
DW ASSOCIATES, L.L.C.

By: [Signature] [SEAL]  
Name: ~~Douglas E. Smith~~ Stephen W. Tate  
Title: ~~Manager~~ Co-Manager

State of UTAH  
County of SALT LAKE

On this 6<sup>th</sup> day of August, 2015, personally appeared before me ~~Douglas E. Smith~~ Stephen W. Tate, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he is a ~~Manager~~ Co-Manager of DW Associates, L.L.C. and that he as ~~Manager~~ Co-Manager, being authorized to do so, executed the foregoing on behalf of the company.



[Signature]  
Notary Public

~~\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Witness  
State of \_\_\_\_\_  
County of \_\_\_\_\_~~

~~By: \_\_\_\_\_ [SEAL]  
Name: Warren G. Tate  
Title: Manager~~

~~On this \_\_\_\_\_, day of \_\_\_\_\_, 2015, personally appeared before me Warren G. Tate, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he is a Manager of DW Associates, L.L.C. and that he as Manager, being authorized to do so, executed the foregoing on behalf of the company.~~

~~\_\_\_\_\_  
Notary Public~~

TENANT:  
WDG AMERICAN FORK, LLC

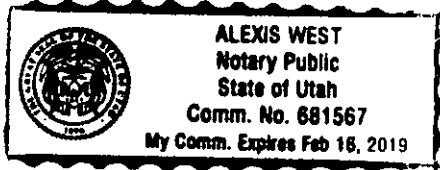
By: Spencer H. Wright [SEAL]  
Name: Spencer H. Wright  
Title: Manager

B. H. [Signature]  
Witness  
[Signature]  
Witness

State of Utah  
County of Davis

On this 14, day of July, 2015, personally appeared before me Spencer H. Wright, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he is the Manager of WDG American Fork, LLC and that he as Manager, being authorized to do so, executed the foregoing on behalf of the company.

Alexis West  
Notary Public



SUBTENANT:  
MJM 5G, LLC

By: \_\_\_\_\_ [SEAL]  
Name: Ryan Howes  
Title: Managing Member

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

State of \_\_\_\_\_  
County of \_\_\_\_\_

On this \_\_\_\_\_, day of \_\_\_\_\_, 2015, personally appeared before me Ryan Howes, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he is a Managing Member of MJM 5G, LLC and that he as Managing Member, being authorized to do so, executed the foregoing on behalf of the company.

\_\_\_\_\_  
Notary Public

TENANT:  
WDG AMERICAN FORK, LLC

\_\_\_\_\_  
Witness

By: \_\_\_\_\_ [SEAL]  
Name: Spencer H. Wright  
Title: Manager

\_\_\_\_\_  
Witness

State of \_\_\_\_\_  
County of \_\_\_\_\_

On this \_\_\_\_\_, day of \_\_\_\_\_, 2015, personally appeared before me Spencer H. Wright, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he is the Manager of WDG American Fork, LLC and that he as Manager, being authorized to do so, executed the foregoing on behalf of the company.

\_\_\_\_\_  
Notary Public

SUBTENANT:  
MJM 5G, LLC

\_\_\_\_\_  
Witness

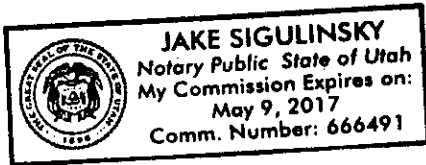
By: [Signature] [SEAL]  
Name: Ryan Howes  
Title: Managing Member

\_\_\_\_\_  
Witness

State of Utah  
County of Salt Lake

On this 17, day of July, 2015, personally appeared before me Ryan Howes, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he is a Managing Member of MJM 5G, LLC and that he as Managing Member, being authorized to do so, executed the foregoing on behalf of the company.

\_\_\_\_\_  
Notary Public



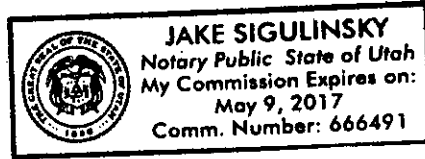
[Signature]  
Witness

By: [Signature] [SEAL]  
Name: Jeff Howes  
Title: Managing Member

[Signature]  
Witness

State of Utah  
County of Salt Lake

On this 17, day of July, 2015, personally appeared before me Jeff Howes, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he is a Managing Member of MJM 5G, LLC and that he as Managing Member, being authorized to do so, executed the foregoing on behalf of the company.



[Signature]  
Notary Public

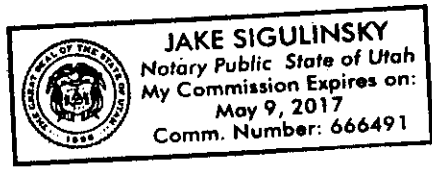
[Signature]  
Witness

By: [Signature] [SEAL]  
Name: Mike Cummings  
Title: Managing Member

[Signature]  
Witness

State of Utah  
County of Salt Lake

On this 17, day of July, 2015, personally appeared before me Mike Cummings, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he is a Managing Member of MJM 5G, LLC and that he as Managing Member, being authorized to do so, executed the foregoing on behalf of the company.



[Signature]  
Notary Public



[Signature]  
Witness  
[Signature]  
Witness

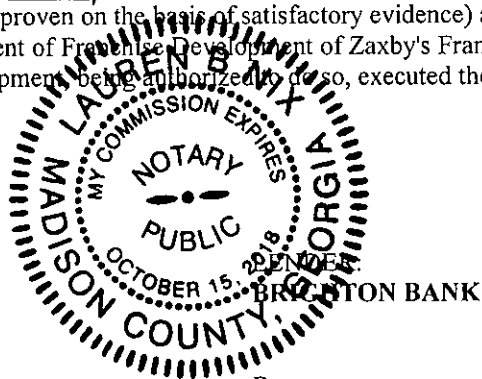
ZFI:  
ZAXBY'S FRANCHISING, INC.

By: [Signature]  
Name: Amy C. Pritchett  
Title: Vice President of Franchise Development

[CORPORATE SEAL]

State of Georgia  
County of Oconee

On this 29, day of July, 2015, personally appeared before me Amy C. Pritchett, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that she is the Vice President of Franchise Development of Zaxby's Franchising, Inc. and that she as Vice President of Franchise Development being authorized to do so, executed the foregoing on behalf of the corporation.



[Signature]  
Notary Public

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Witness

[CORPORATE SEAL]

State of \_\_\_\_\_  
County of \_\_\_\_\_

On this \_\_\_\_\_, day of \_\_\_\_\_, 2015, personally appeared before me \_\_\_\_\_, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is \_\_\_\_\_ of Brighton Bank and that he/she as \_\_\_\_\_, being authorized to do so, executed the foregoing on behalf of the corporation.

\_\_\_\_\_  
Notary Public

ZFI:  
ZAXBY'S FRANCHISING, INC.

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Name: Amy C. Pritchett  
Title: Vice President of Franchise Development

\_\_\_\_\_  
Witness

[CORPORATE SEAL]

State of \_\_\_\_\_  
County of \_\_\_\_\_

On this \_\_\_\_\_, day of \_\_\_\_\_, 2015, personally appeared before me Amy C. Pritchett, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that she is the Vice President of Franchise Development of Zaxby's Franchising, Inc. and that she as Vice President of Franchise Development, being authorized to do so, executed the foregoing on behalf of the corporation.

\_\_\_\_\_  
Notary Public

Signed, sealed and delivered  
in the presence of:

LENDER:  
BRIGHTON BANK

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Name: ROBERT M. BOWEN  
Title: PRESIDENT/CEO

\_\_\_\_\_  
Witness

[CORPORATE SEAL]

State of Utah  
County of Salt Lake

On this 3, day of Aug., 2015, personally appeared before me Robert M. Bowen, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is President of Brighton Bank and that he/she as lender, being authorized to do so, executed the foregoing on behalf of the corporation.

\_\_\_\_\_  
Notary Public



ACKNOWLEDGMENT AND CONFIRMATION OF GUARANTOR

The undersigned guarantor(s) of Tenant's obligations under the Lease hereby acknowledge(s) that the undersigned has been informed that Landlord has entered into the Leasehold Deed of Trust to secure certain obligations of Landlord and its affiliates to the Lender. The undersigned hereby confirms that said guarantor's guarantee of the Lease runs to the benefit of Landlord and its successors and assigns, including the Lender upon any assignment of the Lease to the Lender and that if the interests of the Landlord are transferred to and owned by the Lender by reason of foreclosure or other proceedings brought by it or any other manner, and the Lender succeeds to the interest of the Landlord under the Lease, the undersigned shall be bound to the Lender under all of the terms, covenants and conditions of the guarantee of the Lease for the balance of the term remaining and any extensions or renewals thereof, with the same force and effect as if the Lender were the original Landlord under the Lease.

Signed, sealed and delivered in the presence of:

[Handwritten signature]

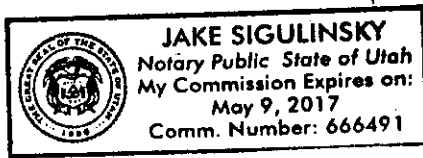
Witness: [Handwritten signature]

Witness

State of Utah  
County of Salt Lake

GUARANTOR: [Handwritten signature] [SEAL]  
Ryan Howes

The foregoing instrument was acknowledged before me this July 17, 2015 by (person acknowledging, title or representative capacity, if any).



[Handwritten signature]  
Notary Public

Signed, sealed and delivered in the presence of:

[Handwritten signature]

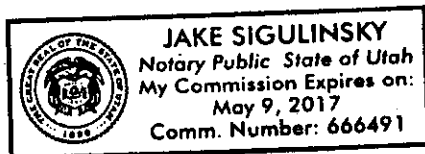
Witness: [Handwritten signature]

Witness

State of Utah  
County of Salt Lake

GUARANTOR: [Handwritten signature] [SEAL]  
Jeff Howes

The foregoing instrument was acknowledged before me this July 17, 2015 by (person acknowledging, title or representative capacity, if any).



[Handwritten signature]  
Notary Public

Signed, sealed and delivered in the presence of:

*[Handwritten signature]*

GUARANTOR:

Mike Cummings

*[Handwritten signature]*

[SEAL]

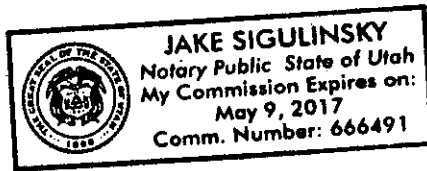
Witness

*[Handwritten signature]*

Witness

State of Utah  
County of Salt Lake

The foregoing instrument was acknowledged before me this July 1<sup>st</sup>, 2015 by (person acknowledging, title or representative capacity, if any).



*[Handwritten signature]*  
Notary Public

EXHIBIT A

## LEASE PARCEL 1:

A PARCEL OF LAND SITUATE IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, LOCATED IN AMERICAN FORK CITY, COUNTY OF UTAH, STATE OF UTAH AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 89° 53' 25" WEST, ALONG THE SECTION LINE, A DISTANCE OF 874.62 FEET AND SOUTH 00° 56' 47" EAST, A DISTANCE OF 402.33 FEET, FROM THE NORTHEAST CORNER OF SAID SECTION 22; AND RUNNING THENCE SOUTH 62° 42' 42" EAST 114.56 FEET, TO THE EAST LINE OF PARCEL 2, AS SHOWN ON THE HUBBLE ENGINEERING RECORD OF SURVEY, ON FILE WITH THE UTAH COUNTY SURVEYORS OFFICE; THENCE SOUTH 0° 56' 47" EAST, ALONG SAID EAST LINE, A DISTANCE OF 236.42 FEET, TO THE I-15 CONTROLLED ACCESS LINE [UDOT PROJECT NUMBER S-I15-6(175)245] ALSO DESCRIBED IN WARRANTY DEED RECORDED AS ENTRY NUMBER 112834:2010 OF OFFICIAL RECORDS; THENCE NORTHWESTERLY ALONG SAID CONTROLLED ACCESS LINE THE FOLLOWING TWO (2) COURSES: (1) NORTHWESTERLY ALONG THE ARC A 2469.08 FOOT NON-TANGENT CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 3° 53' 05", A DISTANCE OF 167.41 FEET, THE LONG CHORD OF WHICH BEARS NORTH 61° 34' 23" WEST, A DISTANCE OF 167.38 FEET, TO A POINT OF CURVATURE; (2) NORTHWESTERLY ALONG THE ARC OF A 2005.86 FOOT NON-TANGENT CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 0° 50' 01", A DISTANCE OF 36.39 FEET, THE LONG CHORD OF WHICH BEARS NORTH 55° 21' 53" WEST, A DISTANCE OF 36.39 FEET, TO THE EAST LINE OF THE IN-N-OUT BURGER LEASE PARCEL; THENCE ALONG THE SAID LEASE PARCEL THE FOLLOWING THREE (3) COURSES: (1) NORTH 36° 09' 04" EAST, A DISTANCE OF 71.05 FEET; (2) NORTH 62° 58' 03" WEST, A DISTANCE OF 53.12 FEET; (3) NORTH 35° 39' 51" EAST, A DISTANCE OF 131.76 FEET, TO THE POINT OF BEGINNING.

CONTAINS: 34,262 SQUARE FEET, OR 0.787 OF AN ACRE

## LEASE PARCEL 2:

A PARCEL OF LAND SITUATE IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, LOCATED IN AMERICAN FORK CITY, COUNTY OF UTAH, STATE OF UTAH AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 89° 53' 25" WEST, ALONG THE SECTION LINE, A DISTANCE OF 773.67 FEET AND SOUTH 0° 56' 47" EAST, ALONG EAST LINE OF PARCEL 2 SHOWN ON THE HUBBLE ENGINEERING SURVEY, ON FILE WITH THE UTAH COUNTY SURVEYORS OFFICE, A DISTANCE OF 454.67 FEET, FROM THE NORTHEAST CORNER OF SAID SECTION 22; AND RUNNING THENCE SOUTH 62° 42' 42" EAST, A DISTANCE OF 17.03 FEET, TO A POINT 15.00 FEET EAST OF THE SAID EAST LINE OF PARCEL 2 SHOWN ON THE HUBBLE ENGINEERING RECORD OF SURVEY; THENCE SOUTH 0° 56' 47" EAST, PARALLEL WITH AND 15.00 FEET EASTERLY OF SAID EASTERLY LINE, A DISTANCE OF 236.09 FEET, TO THE I-15 CONTROLLED ACCESS LINE [UDOT PROJECT NUMBER S-I15-6(175)245] ALSO DESCRIBED IN WARRANTY DEED RECORDED AS ENTRY NUMBER 44124:2012 OF OFFICIAL RECORDS; THENCE NORTHWESTERLY ALONG THE ARC OF A 2469.08 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 0° 23' 29", A DISTANCE OF 16.87 FEET, THE LONG CHORD OF WHICH BEARS NORTH 63° 42' 41" WEST, A DISTANCE OF 16.87 FEET, TO THE AFORESAID EAST LINE OF PARCEL 2 SHOWN ON THE HUBBLE ENGINEERING RECORD OF SURVEY; THENCE NORTH 0° 56' 47" WEST, ALONG SAID EAST LINE, A DISTANCE OF 236.42 FEET, TO THE POINT OF BEGINNING.

CONTAINS: 3,544 SQUARE FEET, OR 0.081 OF AN ACRE.

Tax I.D. No.: 13:042:0074