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RECORDING REQUESTED BY,  
AND WHEN RECORDED MAIL TO:

Cinemark USA, Inc.  
3900 North Dallas Parkway  
Suite 500  
Plano, Texas 75093  
Attn: Paul A. Ledbetter

ENT 43348:2008 PG 1 of 11  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2008 Apr 14 10:27 am FEE 68.00 BY TD  
RECORDED FOR STEWART

**SUBORDINATION, NON-DISTURBANCE AND  
ATTORNMEN T AGREEMENT**

This **SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN T AGREEMENT** (the "Agreement") has been executed and delivered on \_\_\_\_\_, 2007, effective on October 31, 2007, by and between the following:

ZIONS FIRST NATIONAL BANK, a national association ("Lender"), with an address of One South Main, Salt Lake City, UT 84101;

UNIVERSITY MALL SHOPPING CENTER, L.C, a Utah limited liability company ("Landlord"), with an address of 2733 East Parleys Way, Suite 300, Salt Lake City, UT 84109;

CINEMARK USA, INC., a Texas corporation ("Tenant"), with an address of 3900 North Dallas Parkway, Suite 500, Plano, Texas 75093.

**Recitations**

A. Lender is now or anticipates that it will promptly become the owner and holder of a Deed of Trust, Mortgage, Security Agreement, Assignment of Leases and/or Financing Statement (hereinafter called the "Mortgage") encumbering the real property described in Exhibit "A" attached hereto and made a part hereof for all purposes, and the buildings and improvements thereon (collectively, the "Premises") securing the payment of a promissory note in the original principal amount of \$6,300,000 payable to the order of Lender (the "Note");

B. Landlord has leased a portion of the Premises to Cinemark USA, Inc., a Texas corporation, pursuant to that certain agreement captioned "Lease", dated October, 2007, executed by and between Landlord and Tenant, as amended from time to time (the "Lease"); and

C. Landlord, Tenant and Lender desire to confirm their understanding with respect to the Lease and the Mortgage.

**NOW, THEREFORE**, in consideration of the premises, the covenants, conditions, provisions and agreements set forth herein and other good and valuable consideration, the receipt of which is hereby acknowledged, Lender, Tenant and Landlord do hereby mutually represent, acknowledge, covenant and agree as follows:

1. **Subordination**. Tenant hereby subordinates in all respects and at all times its interests in the Premises under and pursuant to the Lease to the lien of the Mortgage and all renewals, modifications and extensions thereof, subject to the terms and conditions set forth in this Agreement. The terms and provisions of the Mortgage are deemed to be amended to fully incorporate all terms and provisions of this Agreement.

2. **Non-disturbance**. So long as Tenant is not in default (beyond any period(s) provided under the Lease to Tenant to cure such default) in: (i) the payment of any monetary obligation under the Lease, or (ii) the performance of any other material terms, covenants or conditions with which Tenant is obligated to comply pursuant to the Lease, then:

(a) Tenant's sole right of possession to the property that is the subject of the Lease and non-exclusive rights to common areas of the Premises shall not be terminated, affected or disturbed by Lender or any purchaser or subsequent owner of the Premises in the exercise of any of Lender's rights under the Mortgage or the Note; nor shall Tenant be named as a party defendant to any foreclosure of the lien of the Mortgage, nor in any other way be deprived of its rights under the Lease except in accordance with the terms of the Lease.

(b) In the event Lender succeeds to the interest of Landlord under the Lease, the Lease shall not be terminated or affected thereby, and any sale or other transfer of the Premises by Lender or pursuant to the judgment of any court in an action to enforce the remedies provided for in the Mortgage shall be made subject to the Lease and the rights of Tenant thereunder.

(c) All casualty insurance proceeds and condemnation and eminent domain awards pertaining to the Premises shall be promptly utilized for repairing, restoring and rebuilding the Premises.

3. **Recognition and Attornment.** If Lender succeeds to the interest of Landlord under the Lease, the Lease and all terms therein and the rights of Tenant thereunder shall continue in full force and effect and shall not be altered, terminated, disaffirmed or disturbed. Tenant and Lender shall be bound to each other under all of the terms, covenants and conditions of the Lease for the balance of the term, including all renewal terms (the "Term") of the Lease with the same force and effect as if Lender were the landlord under the Lease. In such event, Tenant shall attorn to Lender as its landlord immediately upon Lender succeeding to the interest of Landlord under the Lease, and providing Tenant with written notice thereof. Such attornment shall be effective and self-operative without the execution of any other instruments on the part of Lender or Tenant. However, Tenant shall be under no obligation to pay any monetary obligation or perform any other duty set forth in the Lease to Lender unless and until Tenant receives written notice from Lender that Lender has succeeded to the interest and assumed the future obligations of Landlord under the Lease. Upon receipt by Tenant of such notice from Lender, Tenant shall make all payments due by Tenant under the Lease to Lender or as Lender may in writing direct and Tenant shall thereafter be relieved from any further obligations to remit rental or any other monetary sum to Landlord. The respective rights and obligations of Tenant and Lender upon such attornment, to the extent of the then-remaining balance of the Term, shall be and are the same as are then set forth in the Lease between Tenant and Landlord.

4. **Rights Under the Lease.** If Lender shall: (i) succeed to the interests of Landlord in and to the Premises or under the Lease, or (ii) enter into possession of the Premises under circumstances described in Section 5 below, Lender shall be bound to the Tenant under all of the terms, covenants and conditions of the Lease, and Tenant shall, from and after Lender's succession to the interests of Landlord in and to the Premises or under the Lease or entry into possession of the Premises, as the case may be, have the same remedies against Lender as Landlord for the breach of any provision contained in the Lease that Tenant might have had under the Lease against Landlord if Lender had not succeeded to the interests of Landlord in and to the Premises or under the Lease or entered into possession of the Premises, as the case may be; provided further, however, that Lender shall not be:

(a) liable for any acts or omissions of any prior landlord (including, but not limited to, Landlord) except that Lender shall be required to cure any continuing defaults, such as failure to maintain parking areas or make necessary repairs, etc.;

(b) subject to any offsets, deductions or defenses which Tenant might have arising out of acts or omissions of any prior landlord (including, but not limited to, Landlord) except for the right to recapture from rent any reasonable amounts expended by Tenant to cure a default of Landlord for which Lender had received a copy of notice pursuant to the terms hereof and would have been required to cure upon succeeding to the interest of Landlord;

(c) liable to Tenant for any security deposit under the Lease not actually transferred and paid over to Lender; or

(d) obligated to give Tenant a credit for and/or acknowledge any rent or other charges which Tenant has paid to Landlord or any prior landlord which is in excess of two months' rent and other charges preceding the effective date of the notice from Lender issued to Tenant regarding Lender's succeeding to the Landlord's interest under the Lease unless such payment is provided for in the Lease as presently existing or as amended in accordance with this Agreement.

Additionally, in the event of Lender's succession to Landlord's interests in and to the Premises or under the Lease, or entry into possession of the Premises as provided in Section 5 below, Tenant shall be bound to Lender, as Landlord, under all of the terms, covenants and conditions of the Lease, and Lender, as Landlord, shall, from and after Lender's succession to the interest of Landlord under the Lease or entry into possession of the Premises, as the case may be, have the same rights and remedies against Tenant for the breach of any provision contained in the Lease that Landlord might have had under the Lease against Tenant if Lender had not succeeded to the interests of Landlord in and to the Premises or under the Lease or entered into possession of the Premises, as the case may be.

5. **Collection of Rents and/or Possession of the Premises by Lender.** The Mortgage provides that, under certain conditions, Lender shall be entitled to collect, receive and demand payment of any and all rents due on and under the Lease. Upon receipt by Tenant of a notice from Lender that Lender, in accordance with the terms and conditions of the Mortgage, is entitled to collect, receive and demand payment of any and all rents due on and under the Lease, Tenant shall make all payments of monetary obligations due by Tenant under the Lease to Lender or as Lender may in writing direct, and Tenant shall thereafter be relieved from any further obligations to remit rental or any other sums to Landlord. Additionally, in the event that Lender, acting either in its own behalf or by and through an agent, shall enter into possession of the Premises as a mortgagee-in-possession or otherwise in accordance with its rights under the Mortgage, but has not at such time as it enters into possession of the Premises acquired the interest of the Landlord in and to the Premises or under the Lease, the Lease and all terms therein, and the rights of Tenant thereunder, shall continue in full force and effect and shall not be altered, terminated or disturbed, except in accordance with the terms of the Lease, and Tenant shall be bound to Lender under all of the terms, covenants and conditions of the Lease for the balance of the Term with the same force and effect as if Lender were the landlord under the Lease. In such event, Tenant shall attorn to Lender as its landlord, such attornment to be effected and self-operative without the execution of any other instruments on the part of Lender or Tenant, immediately upon Lender entering into possession of the Premises and providing Tenant with written notice thereof. However, Tenant shall be under no obligation (to pay any monetary obligations or perform any other duty set forth in the Lease) to Lender unless and until Tenant receives written notice from Lender that Lender has entered into possession of the Premises, and Lender indemnifies Tenant from any and all sums and amounts paid by Tenant to Lender pursuant to the Lease and in accordance with written notice received from Lender with respect to claims and causes of action for such sums and amounts asserted by Landlord and its successors and assigns. Upon receipt by Tenant of such notice from Lender, Tenant shall make all payments and monetary obligations due by Tenant under the Lease to Lender or as Lender may in writing direct and Tenant shall thereafter be relieved from any further obligations to remit rental or any other sums to Landlord. The respective rights and obligations of Tenant and Lender upon such attornment, to the extent of the then remaining balance of the Term, shall be and are the same as are then in existence as set forth in the Lease. The provisions of this Section 5 with respect to entry of Lender into possession of the Premises shall apply only to Lender or any other holder of the Mortgage who has given prior written notice to Tenant of its ownership of the Mortgage and its mailing address.

6. **Notice and Opportunity to Cure Landlord Default.** Tenant shall notify Lender in writing of the occurrence of any default by Landlord and shall permit Lender a

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period of thirty (30) days from the date of such notice (the "Cure Period") in which to cure such default prior to proceeding to exercise any of the rights or remedies of Tenant under the Lease, including: (i) termination of the Lease, (ii) abatement of rental payments due thereunder, or (iii) performance of Landlord's covenants or obligations which Tenant asserts to be in default; provided however, that the Cure Period granted to Lender herein: (iv) shall be extended by any period of time during which Lender is diligently pursuing the cure of a default which cannot reasonably be expected to be cured within the initial thirty (30) day Cure Period, and (v) shall not be deemed to commence until after any period of time during which Lender is pursuing acquisition of title to the Premises through foreclosure or otherwise, such period to include, without limitation, any period of time (a) during which Lender's acquisition of title to the Premises is stayed by any proceeding in bankruptcy, any injunction or other judicial process, and (b) after acquisition of title by Lender during which Landlord or any other party is contesting the validity of the acquisition or Lender's title to the Premises, provided that in no event shall Tenant be required to forbear from executing its remedies for a period in excess of sixty (60) days.

7. **Persons Other Than Lender.** The recognition, non-disturbance and other covenants herein made by Lender for the benefit of Tenant shall be binding upon all persons and entities other than Lender who may acquire the interest of Landlord in the Premises and/or the Lease as a result of foreclosure of the Mortgage, or any other proceeding(s) to enforce the rights of Lender including any sale, assignment or transfer of the Premises and/or the Lease after Lender has succeeded to the interest of Landlord under the Lease, and Lender shall cause any such person, by acceptance of a deed to the Premises and/or an assignment of the Lease, to expressly assume such covenants. Any such person acquiring the Premises and/or the Lease, whether by foreclosure, other enforcement of the rights of Lender or by sale or assignment after Lender has succeeded to the interest of Landlord under the Lease, shall be entitled to and shall succeed to all right, powers, benefits and remedies of Lender under this Agreement, and Tenant shall be obligated to any such party to the same extent it would have been obligated to Lender hereunder if Lender had retained its interest in the Premises and/or the Lease. Tenant shall attorn to any such party acquiring the interest of Landlord in the Premises and/or the Lease from Lender as its landlord which attornment shall have the same force and effect as the attornment to be made by Tenant to Lender pursuant to the terms and conditions of Section 3 above. Lender shall not be liable as Landlord under the Lease unless and until Lender succeeds to the interest of Landlord in and to the Premises or under the Lease, and in such event Lender shall not be liable under the Lease, or for any acts or omissions of any subsequent landlord, after the conveyance of Lender's interest as Landlord to another person or entity expressly assuming Lender's obligations (as Landlord).

8. **Succession in Interest.** For purposes of this Agreement, Lender will be deemed to have succeeded to the interest of Landlord under the Lease upon: (i) the transfer of title to the Premises to Lender, whether by virtue of foreclosure, sale or transfer in lieu of foreclosure, or pursuant to the exercise of any rights and remedies under the Mortgage or otherwise, or (ii) the occurrence of any other event as a result of which Lender may acquire the right, title and interest of Landlord in and to the Lease or the Premises.

9. **Incorporation of Lease.** For purposes of this Agreement, the term "Lease" shall mean and include the Lease, together with all valid present and future addenda, supplements, modifications and amendments to the Lease, and all rights, privileges and options granted therein or pursuant thereto. The Lease is incorporated into this Agreement for all purposes.

10. **Notices.** All notices, requests and communications ("Notice") hereunder shall be given in writing or by telegram confirmed in writing, and shall be delivered or mailed by first class registered or certified mail postage prepaid, return receipt requested to Lender, Landlord or Tenant, as the case may be, at the addresses listed on Page 1 of this Agreement. Any Notice provided for herein shall be deemed to be received on the day of its receipt or refusal of receipt. Any party may, by proper written notice hereunder to the other parties, change the individual address to which such Notice shall thereafter be sent to such party.

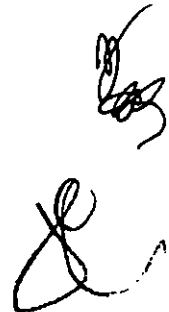
11. **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns as well as all subsequent owners of the Premises. For purposes of this Agreement, all references herein to "Lender" shall be deemed to also include any subsequent holder of the Mortgage who has given written notice to Tenant of its ownership of the Mortgage and has furnished to Tenant its mailing address and/or any other person succeeding to title to the Premises and/or the Lease encumbered by the Mortgage or any part thereof and who claims by, through or under Lender, whether by virtue of foreclosure, or sale or transfer in lieu of foreclosure, or pursuant to the exercise of any rights and remedies under the Mortgage or otherwise.

12. **Attorneys Fees.** In the event any legal action or proceeding is commenced to interpret or enforce the terms of or obligations arising out of this Agreement, or to recover damages for the breach thereof, the party prevailing in any such action or proceeding shall be entitled to recover from the non-prevailing party all reasonable attorneys fees, costs and expenses incurred by the prevailing party as shall be pled and proven by such party and awarded by a court of competent jurisdiction.

13. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

14. **Headings.** The headings of the Agreement are for convenience of reference only.

*[The remainder of this page is intentionally left blank.]*

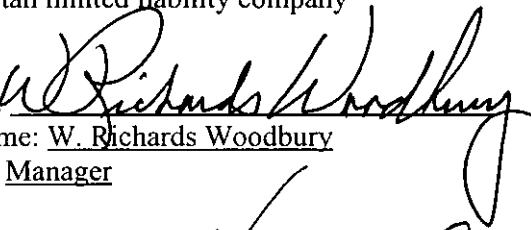
Two handwritten signatures in black ink are located on the right side of the page. The top signature is a cursive name, and the bottom signature is a stylized, looped mark.

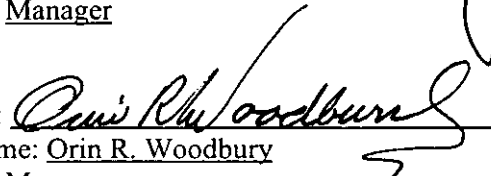
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed the day and year first above-written.

**LANDLORD:**

University Mall Shopping Center, L.C.,  
a Utah limited liability company

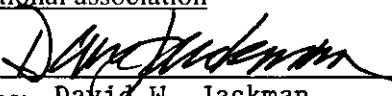
By: WOODBURY MANAGEMENT  
CO., a Utah limited liability company

By:   
Name: W. Richards Woodbury  
Its: Manager

By:   
Name: Orin R. Woodbury  
Its: Manager

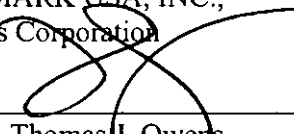
**LENDER:**

Zions First National Bank,  
a national association

By:   
Name: David W. Jackman  
Its: Vice President

**TENANT:**

CINEMARK USA, INC.,  
a Texas Corporation

By:   
Name: Thomas J. Owers  
Title: Senior Vice President – Real Estate

STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

On the 29th day of October, 2007, before me personally appeared W. RICHARDS WOODBURY and ORIN R. WOODBURY, to me personally known to be the Managers of WOODBURY MANAGEMENT COMPANY, L.C., known to be the Manager of UNIVERSITY MALL SHOPPING CENTER, L.C., the company that executed the within instrument, known to me to be the person who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its articles of organization.

Tiffany M. Steele  
Notary Public

Printed Name of Notary:

My Commission Expires:

3/27/10

Tiffany M. Steele



STATE OF UTAH §  
 §  
COUNTY OF SALT LAKE §

This instrument was acknowledged before me on the 26TH day of OCTOBER, 2007, by DAVID W. JACKMAN, VICE PRESIDENT of ZIONS FIRST NATIONAL BANK, a NATIONAL BANKING ASSOCIATION, on behalf of said NATIONAL BANKING ASSOCIATION

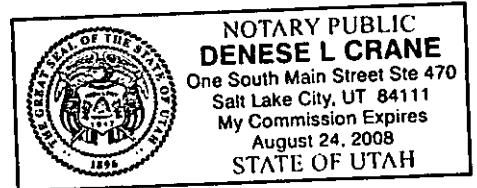
Denese L. Crane  
Notary Public

Printed Name of Notary:

My Commission Expires:

08-24-08

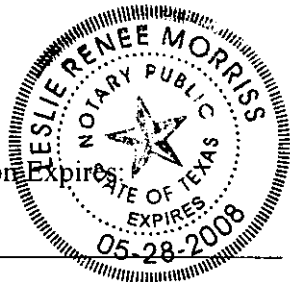
DENESE L. CRANE



STATE OF TEXAS §  
 §  
COUNTY OF COLLIN §

I, John Morris, a Notary Public in and for said county in said state, hereby certify that Thomas J. Owens, whose name as Senior Vice President – Real Estate of Cinemark USA, Inc., a Texas corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on behalf of said limited partnership.

Given under my hand and seal of office this 9th day of November, A.D. 2007.



My Commission Expires:

John Morris  
Notary Public

Printed Name of Notary:

05-28-2008

Leslie R. Morris

Thomas J. Owens

**EXHIBIT A**  
**REAL PROPERTY DESCRIPTION**

The real property located in Utah County, State of Utah, and more particularly described as follows:

[SEE ATTACHED]

376446.4

A-1



new





LEGAL DESCRIPTION  
**EXHIBIT A**

Parcel 5

Commencing at a point located South 00°12'36" East along the section line 624.90 feet and West 329.92 feet from the East Quarter Corner of Section 23, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence South 00°15'20" East 152.82 feet; thence North 89°23'45" West 162.71 feet; thence North 00°22'37" West 152.84 feet; thence South 89°23'25" East 163.03 feet to the point of beginning.

Parcel 6

Commencing at a point located North 00°12'35" West along the Section line 1354.156 feet and West 106.720 feet from the Southeast corner of Section 23, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North 00°08'38" West 300.019 feet; thence West 299.340 feet; thence South 00°25'50" East 119.809 feet; thence South 89°16'04" East 98.608 feet; thence South 00°30'09" East 82.138 feet; thence South 89°09'48" East 177.362 feet; thence South 00°13'00" East 99.536 feet; thence South 89°55'56" East 4.365 feet; thence 73°22'14" East 18.565 feet to the point of beginning.

Parcel 7

Commencing at a point located South 00°13'00" East 1322.80 feet and West 355.64 feet and North 30.23 feet and South 89°11'00" East 35.00 feet from the East Quarter Corner of Section 23, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence South 89°11'00" East 15.00 feet; thence North 00°30'00" West 90.00 feet; thence North 89°16'00" West 15.00 feet; thence South 00°30'00" East 90.00 feet to the point of beginning.

Parcel 8

Commencing at a point located on the North line of 1000 South Street, Orem, Utah, said point being North 00°03'00" East along the Section line 1346.00 feet and North 88°55'00" West 213.74 feet from the Southeast corner of Section 23, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North 88°55'00" West 95.00 feet; thence North 00°03'00" East 100.00 feet; thence South 88°55'00" East 95.00 feet; thence South 00°03'00" West 100.00 feet to the point of beginning.

Parcel 9

Commencing at a point located North 1162.89 feet and West 498.50 feet from the Southeast corner of Section 23, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North 00°12'35" West 140.19 feet; thence South 89°10'36" East 140.74 feet; thence South 00°30'00" East 139.90 feet; thence North 89°18'00" West 141.44 feet to the point of beginning.

Parcel 10

Commencing at a point located North 00°12'35" West along the Section line 690.845 feet and West 61.020 feet from the Southeast corner of Section 23, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North 00°17'23" West 73.110 feet; thence 197.958 feet along the arc of a 1035.309 foot radius curve to the left (chord bearing North 05°46'02" West and chord length 197.657 feet); thence North 11°14'42" West 25.859 feet; thence 224.783 feet along

*[Handwritten signature]*

the arc of a 1165.348 foot radius curve to the right (chord bearing North 05°43'09" West and chord length 224.435 feet); thence North 00°11'36" West 81.725 feet; thence South 89°42'30" West 5.307 feet; thence North 71°37'40" West 8.130 feet; thence South 00°12'36" East 134.996 feet; thence North 89°17'30" West 44.506 feet; thence South 00°03'13" East 331.868 feet; thence South 89°18'07" East 45.166 feet; thence South 00°12'46" East 139.497 feet; thence South 89°18'13" East 44.488 feet; thence North 73°50'14" East 15.065 feet to the point of beginning.

**Parcel 11**

Commencing at the Northwest Corner of Block 1, Plat "A", Clark Acres, Orem, Utah, according to the Official Plat thereof on file in the Office of the Utah County Recorder, Utah County, Utah; thence South 89°02' East along North Block Line 140.0 feet; thence North 00°03' East 83.0 feet; thence North 89°02' West 140.0 feet; thence South 00°03' West 83.0 feet to the place of beginning.

**Parcel 12**

Beginning at a point in the East line of 750 East Street, 908.0 feet along the Section line bearing North 0° 2' West and 307.0 feet bearing North 89° 7' West from the Southeast Corner of Section 23, Township 6 South, Range 2 East of the Salt Lake Base and Meridian; thence North 0°22' West 83.0 feet; thence South 89°27' East 140.00 feet; thence South 0°22' East 83.0 feet; thence North 89°27' West 140.0 feet to beginning.

**Parcel 13**

Beginning at a point in the West line of 750 East Street, Orem, Utah, 1074 feet North 0°22' West along Section line and 357 feet North 89°27' West from the Southeast Corner of Section 23, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North 89°27' West 137.16 feet; thence North 0°13' West 83 feet; thence South 89°27' East 136.93 feet; thence South 0°22' East 83 feet to the place of beginning.

**Parcel 14**

Beginning at a point in the West line of 750 East Street, Orem, Utah, 991 feet North 0°22' West along Section line and 357 feet North 89°27' West from the Southeast Corner of Section 23, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North 89°27' West 137.38 feet; thence North 0°31' West 83 feet; thence South 89°27' East 137.16 feet; thence South 0°22' East 83 feet to the beginning.

**Parcel 15**

Beginning at a point in the East line of 750 East Street, Orem, Utah, 991 feet North 0°22' West along Section line and 307 feet North 89°27' West from the Southeast Corner of Section 23, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North 0°22' West 83 feet; thence South 89°27' East 140 feet; thence South 0°22' East 83 feet; thence North 89°27' West 140 feet to the place of beginning.

**Parcel 16**

Beginning at a point which is 1157 feet North 0°22' West along the Section line and 122.26 feet North 89°27' West from the Southeast Corner of Section 23, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North 89°27' West 90 feet; thence North 0°22' West 139.40 feet to a point in the South line of 1000 State Street, Orem, Utah; thence along said street line South 89°20' East 90 feet; thence South 0°22' East 139.20 feet to the point of beginning.

*ew*

**Parcel 17**

Beginning at a point in the East line of 750 East Street, Orem, Utah, 1074 feet North 0° 22' West along Section line and 307 feet North 89° 27' West from the Southeast Corner of Section 23, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North 0° 22' West 83 feet; thence South 89° 27' East 140 feet; thence South 0° 22' East 83 feet; thence North 89° 27' West 140 feet to the place of beginning.

**Parcel 18**

Commencing 1157.0 feet North 0° 22' West along the Section line and 212.26 feet North 89° 27' West from the Southeast Corner of Section 23, Township 6 South, Range 2 East of the Salt Lake Base and Meridian; thence North 89° 27' West 94.74 feet; thence North 0° 22' West 124.32 feet to the point of curve; thence Northeasterly on curve to the right having a radius of 15 feet a distance of 23.8 feet to the South line of Street; thence South 89° 20' East 79.47 feet; thence South 0° 22' East 139.4 feet to the place of beginning.

**Parcel 19**

Lot 2, Block 1, Plat "A", Clark Acres Subdivision, Orem, Utah, according to the official plat thereof on file and of record in the office of the Utah County Recorder.

**Parcel 20**

Lot 3, Block 1, Plat "A", Clark Acres Subdivision, Orem, Utah, according to the official plat thereof on file and of record in the office of the Utah County Recorder.

**Parcel 21**

Beginning at a point in the North line of 1000 South Street, Orem, Utah, which point is North 00°03' East along the Section line 1346.00 feet and North 88°55' West 128.74 feet from the Southeast corner of Section 23, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North 88°55' West along said street line 85.0 feet; thence North 00°03' East 100.00 feet; thence South 88°55' East 85.00 feet; thence South 00°03' West 100.00 feet to the point of beginning.

