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UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
Name: Wolters Kluwer Lien Solutions Phone: 800-331-3282 Fax: 818-662-4141

B. E-MAIL CONTACT AT FILER (optional)
uccfilingreturn@wolterskluwer.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address) 8347 -

Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	74596102 UTUT FIXTURE
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File with: Iron, UT

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
00674976 B: 1325 P: 589 9/24/2015 CC UT Iron

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. PARTY INFORMATION CHANGE:
Check one of these two boxes: Debtor or Secured Party of record
AND Check one of these three boxes to: CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c; ADD name: Complete item 7a or 7b, and item 7c; DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME
ACS CEDAR SOUTH UT, LLC

6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS

CITY	STATE	POSTAL CODE	COUNTRY

8. COLLATERAL CHANGE: Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral
Indicate collateral:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME
Wells Fargo Bank, National Association

9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. OPTIONAL FILER REFERENCE DATA: Debtor Name: ACS CEDAR SOUTH UT, LLC
74596102 7829789159

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form 00674976 B: 1325 P: 589 9/24/2015 CC UT Iron	
12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form	
12a. ORGANIZATION'S NAME Wells Fargo Bank, National Association	
OR	
12b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see Instruction item 13): Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see Instructions if name does not fit			
13a. ORGANIZATION'S NAME ACS CEDAR SOUTH UT, LLC			
OR	13b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)
			SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):
Debtor Name and Address:
ACS CEDAR SOUTH UT, LLC - 350 PINE STREET SUITE 800, BEAUMONT, TX 77701

Secured Party Name and Address:
Wells Fargo Bank, National Association - 1000 Louisiana St., 3rd Floor , Houston, TX 77002

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15. This FINANCING STATEMENT AMENDMENT:
 covers timber to be cut covers as-extracted collateral is filed as a fixture filing

16. Name and address of a RECORD OWNER of real estate described in item 17
(if Debtor does not have a record interest):

17. Description of real estate:
See EXHIBIT A to Attachment hereto.

ATTACHMENT TO
UCC-1 FINANCING STATEMENT

(Presented for filing pursuant to the Uniform Commercial Code)

1. Name and Address of Debtor:

ACS CEDAR SOUTH UT, LLC
350 Pine Street, Suite 800
Beaumont, Texas 77701

2. Name and Address of Secured Party:

WELLS FARGO BANK, NATIONAL ASSOCIATION
1000 Louisiana St., 3rd Floor
Houston, TX 77002

3. This Financing Statement covers all of Debtor's remedies, powers, privileges, rights, titles and interests (including all power of Debtor, if any, to pass greater title than it has itself) of every kind and character now owned or hereafter acquired, created or arising in and to the following:

- (a) All fixtures, equipment and supplies (the "Fixtures and Equipment") now or hereafter attached to, used, intended or acquired for use for, or in connection with, the construction, maintenance, operation or repair of the Real Property or Improvements, or for the present or future replacement or replenishment of used portions of it, and all related parts, filters and supplies, including, but not limited to, all heating, lighting, cooling, ventilating, air conditioning, environment control, refrigeration, plumbing, incinerating, water heating, cooking, pollution control, gas, electric, solar, nuclear, computing, monitoring, measuring, controlling, distributing and other equipment and fixtures, and all renewals and replacements of them, all substitutions for them and all additions and accessions to them, all of which Debtor and Secured Party hereby also irrevocably declare to be real estate and part of the Real Property.
- (b) All Leases (as such term is hereinafter defined).
- (c) All wastewater, fresh water and other utilities capacity and facilities (the "Utilities Capacity") available or allocable to the Real Property and Improvements or dedicated to or reserved for them pursuant to any system, program, contract or other arrangement with any public or private utility, and all related or incidental licenses, rights and interests, whether considered to be real, personal or mixed property, including the right and authority to transfer or relinquish any or all such rights and the right to any credit, refund, reimbursement or rebate for utilities facilities construction or installation or for any reservation fee, standby fee or capital recovery charge promised, provided or paid for by Debtor or any of

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Debtor's predecessors or Affiliates (defined below), to the full extent now allocated or allocable to the Real Property or Improvements, plus all additional Utilities Capacity, if any, not dedicated or reserved to the Real Property or Improvements but which is now or hereafter owned or controlled by Debtor or by anyone (an "Affiliate", whether a natural person or an entity) who directly or through one or more intermediaries controls, is controlled by or is under common control with Debtor, to the full extent that such additional Utilities Capacity is necessary to allow development, marketing and use of the Real Property or Improvements for their highest and best use.

- (d) All estate, right, title and interest acquired by Debtor in or to the Real Property, Improvements, Fixtures and Equipment, Leases and Utilities Capacity after the filing of this Financing Statement.
- (e) Any and all rights and appurtenances (the "Appurtenances") belonging, incident or appertaining to the Real Property, Improvements, Fixtures and Equipment, Leases or Utilities Capacity or any part of them.
- (f) All existing and future minerals, oil, gas and other hydrocarbon substances in, upon, under or through the Real Property.
- (g) Any and all rights and estates in reversion or remainder to the Real Property, Improvements, Fixtures and Equipment, Leases, Utilities Capacity or Appurtenances or any part of them.
- (h) All contracts (including contracts for the sale or exchange of all or any portion of the Real Property or the Improvements), franchises, licenses and permits whether executed, granted or issued by a private person or entity or a governmental or quasi-governmental agency, which are directly or indirectly related to or connected with the development or sale of the Real Property or the Improvements, whether now or at any time hereafter existing, and all amendments and supplements thereto and renewals and extensions thereof at any time made, and all rebates, refunds, escrow accounts and funds, or deposits and all other sums due or to become due under and pursuant thereto and all powers, privileges, options and Debtor's other benefits thereunder.
- (i) All other estates, easements, interests, licenses, rights, titles, powers or privileges of every kind and character which Debtor now has, or at any time hereafter acquires, in and to any of the foregoing, including the proceeds from condemnation, or threatened condemnation, and the proceeds of any and all insurance covering any part of the foregoing; and all related parts, accessions and accessories to any of the foregoing and all replacements or substitutions therefor, as well as all other Improvements, Fixtures and Equipment, Leases, Utilities Capacity and Appurtenances now or hereafter placed thereon or accruing thereto.
- (j) All equipment, accounts, general intangibles, fixtures, inventory, chattel paper, notes, documents and other personal property used, intended or acquired for use, on -- or in connection with the use or operation of -- the Real Property, the

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Improvements or the property described in (a) through (i) above (collectively, the "Property"), or otherwise related to the Property, and all products and proceeds of it, including all security deposits under Leases now or at any time hereafter held by or for Debtor's benefit, all monetary deposits which Debtor has been required to give to any public or private utility with respect to utility services furnished to the Property, all funds, accounts, instruments, accounts receivable, documents, trademarks, trade names and symbols used in connection therewith, and notes or chattel paper arising from or by virtue of any transactions related to the Property, all permits, licenses, franchises, certificates, and other rights and privileges obtained in connection with the Property, and all guaranties and warranties obtained with respect to all improvements, equipment, furniture, furnishings, personal property and components of any thereof located on or installed at the Property.

- (k) All contracts now or hereafter entered into by and between Debtor and any other party, as well as all right, title and interest of Debtor under any subcontracts, providing for the construction (original, restorative or otherwise) of any improvements to or on any of the Property or the furnishing of any materials, supplies, equipment or labor in connection with any such construction.
- (l) All of the plans, specifications and drawings (including plot plans, foundation plans, floor plans, elevations, framing plans, cross-sections of walls, mechanical plans, electrical plans and architectural and engineering plans and architectural and engineering studies and analyses) heretofore or hereafter prepared by any architect, engineer or other design professional, in respect of any of the Property.
- (m) All agreements now or hereafter entered into with any person or entity in respect of architectural, engineering, design, management, development or consulting services rendered or to be rendered in respect of planning, design, inspection or supervision of the construction, management or development of any of the Property.
- (n) Any commitment issued by any lender or investor other than Secured Party to finance or invest in any of the Property.
- (o) Any completion bond, performance bond and labor and material payment bond and any other bond relating to the Property or to any contract providing for construction of improvements to any of the Property.
- (p) All substitutions for and proceeds of any of the foregoing received upon the rental, sale, exchange, transfer, collection or other disposition or substitution of it and all general intangibles now owned by Debtor or existing or hereafter acquired, created or arising (whether or not related to any of the foregoing property).

and all accessions, appurtenances and additions to and substitutions for any of the foregoing and all products and proceeds of any of the foregoing, together with all renewals and replacements of any of the foregoing, all accounts, receivables, account receivables,

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instruments, notes, chattel paper, documents (including all documents of title), books, records, contract rights and general intangibles arising in connection with any of the foregoing (including all insurance and claims for insurance affected or held for the benefit of Debtor or Secured Party in respect of the foregoing).

The term "Improvements" as used herein means all existing and all future buildings on the Real Property and other improvements to it, all of which Debtor and Secured Party hereby irrevocably declare to be real estate and part of the Real Property, including, but not limited to, all water, sewage and drainage facilities, wells, treatment plants, supply, collection and distribution systems, paving, landscaping and other improvements.

The term "Leases" as used herein means any oral or written agreement between Debtor and another person or entity to use or occupy all or any portion of the property covered hereby, together with any guaranties or security for the obligations of any tenant, lessee, sublessee or other person or entity having the right to occupy, use or manage any part of such property under a Lease.

The term "Real Property" as used herein means all of the real estate and premises described or referred to on Exhibit A, together with (i) all of Debtor's estate, right, title and interest in and to all easements and rights-of-way for utilities, ingress or egress to or from said property and (ii) all interests of Debtor in and to all streets, rights-of-way, alleys or strips of land adjoining said property.

The term "Rental" as used herein means all rents, revenues, income and profits payable under each Lease now or at any time hereinafter existing.

Debtor is the record owner of the land described on Exhibit A hereto.

Exhibit A - Description of Real Property

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EXHIBIT A

Legal Description
Cedar South Shopping Center

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

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

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

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

Parcel 2A:

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

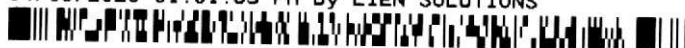
Also, all of the easements, rights, covenants, restrictions, and requirements which are appurtenances of and/or intended to benefit the Parcel (i.e., Parcel 1) in question and which are created or provided for in that certain "Covenants recorded in Iron County, Utah on July 16, 1981 as Entry No. 228617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

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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)

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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

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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:

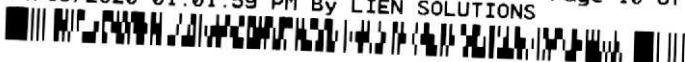
THAT PORTION CONVEYED TO CEDAR CITY CORPORATION, BY WARRANTY DEED RECORDED DECEMBER 14, 2011 AS ENTRY NO. 624308 IN BOOK 1228 AT PAGE 642 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT N00°16'06"W (N00°16'00"W RECORD) 517.37 FEET ALONG THE EAST BOUNDARY OF W.H. LEIGH SUBDIVISION AND S89°59'54"W (S90°00'00"W RECORD) 3.85 FEET FROM THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 36 SOUTH, RANGE 11 WEST, SALT LAKE MERIDIAN; SAID POINT OF BEGINNING BEING A P.O.C. ON A 229.10 FOOT RADIUS CURVE; THENCE COUNTERCLOCKWISE ALONG ARC OF SAID CURVE AND EAST LINE OF FIR STREET 134.36 FEET THROUGH A CENTRAL ANGLE OF 33°36'07"

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(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.

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UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Name: Wolters Kluwer Lien Solutions Phone: 800-331-3282 Fax: 818-662-4141	
B. E-MAIL CONTACT AT FILER (optional) uccfilingreturn@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 8347 -	
Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	74596102 UTUT FIXTURE

File with: Iron, UT

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
00674976 B: 1325 P: 589 9/24/2015 CC UT Iron

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement
3. ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8
4. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law
5. PARTY INFORMATION CHANGE:
Check one of these two boxes: Debtor or Secured Party of record AND Check one of these three boxes to:
 CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c ADD name: Complete item 7a or 7b, and item 7c DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME ACS CEDAR SOUTH UT, LLC				
OR	6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

OR	7a. ORGANIZATION'S NAME			
	7b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7c. MAILING ADDRESS

CITY	STATE	POSTAL CODE	COUNTRY
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8. COLLATERAL CHANGE: Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral
Indicate collateral:

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B: 1481 P: 994 Fee \$56.00
Carri R. Jeffries, Iron County Recorder Page 12 of 23
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9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

OR	9a. ORGANIZATION'S NAME Wells Fargo Bank, National Association			
	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. OPTIONAL FILER REFERENCE DATA: Debtor Name: ACS CEDAR SOUTH UT, LLC
74596102 7829789159

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
 Name: Wolters Kluwer Lien Solutions Phone: 800-331-3282 Fax: 818-662-4141

B. E-MAIL CONTACT AT FILER (optional)
 uccfilingreturn@wolterskluwer.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address) 8347 -

Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	74596102 UTUT FIXTURE
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File with: Iron, UT

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
 00674976 B: 1325 P: 589 9/24/2015 CC UT Iron

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS
 Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement
3. ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
 For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8
4. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law
5. PARTY INFORMATION CHANGE:
 Check one of these two boxes: Debtor or Secured Party of record **AND** Check one of these three boxes to:
 CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c ADD name: Complete item 7a or 7b, and item 7c DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME
 ACS CEDAR SOUTH UT, LLC

OR

6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS

CITY	STATE	POSTAL CODE	COUNTRY
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8. COLLATERAL CHANGE: Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral

Indicate collateral:

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 B: 1481 P: 995 Fee \$56.00
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9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
 If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME
 Wells Fargo Bank, National Association

OR

9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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10. OPTIONAL FILER REFERENCE DATA: Debtor Name: ACS CEDAR SOUTH UT, LLC
 74596102 7829789159

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form
 00674976 B: 1325 P: 589 9/24/2015 CC UT Iron

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form

12a. ORGANIZATION'S NAME Wells Fargo Bank, National Association	
OR	
12b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see Instruction item 13); Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see Instructions if name does not fit

13a. ORGANIZATION'S NAME ACS CEDAR SOUTH UT, LLC			
OR			
13b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

Debtor Name and Address:
 ACS CEDAR SOUTH UT, LLC - 350 PINE STREET SUITE 800, BEAUMONT, TX 77701

Secured Party Name and Address:
 Wells Fargo Bank, National Association - 1000 Louisiana St., 3rd Floor, Houston, TX 77002

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15. This FINANCING STATEMENT AMENDMENT:
 covers timber to be cut covers as-extracted collateral is filed as a fixture filing

16. Name and address of a RECORD OWNER of real estate described in item 17 (if Debtor does not have a record interest):

17. Description of real estate:
 See EXHIBIT A to Attachment hereto.

18. MISCELLANEOUS: 74596102-UT-21 8347 - WFB-WHOLESALE LOAN-D Wells Fargo Bank, National Association File with: Iron, UT 7829789159

ATTACHMENT TO
UCC-1 FINANCING STATEMENT

(Presented for filing pursuant to the Uniform Commercial Code)

1. Name and Address of Debtor:

ACS CEDAR SOUTH UT, LLC
350 Pine Street, Suite 800
Beaumont, Texas 77701

2. Name and Address of Secured Party:

WELLS FARGO BANK, NATIONAL ASSOCIATION
1000 Louisiana St., 3rd Floor
Houston, TX 77002

3. This Financing Statement covers all of Debtor's remedies, powers, privileges, rights, titles and interests (including all power of Debtor, if any, to pass greater title than it has itself) of every kind and character now owned or hereafter acquired, created or arising in and to the following:
 - (a) All fixtures, equipment and supplies (the "Fixtures and Equipment") now or hereafter attached to, used, intended or acquired for use for, or in connection with, the construction, maintenance, operation or repair of the Real Property or Improvements, or for the present or future replacement or replenishment of used portions of it, and all related parts, filters and supplies, including, but not limited to, all heating, lighting, cooling, ventilating, air conditioning, environment control, refrigeration, plumbing, incinerating, water heating, cooking, pollution control, gas, electric, solar, nuclear, computing, monitoring, measuring, controlling, distributing and other equipment and fixtures, and all renewals and replacements of them, all substitutions for them and all additions and accessions to them, all of which Debtor and Secured Party hereby also irrevocably declare to be real estate and part of the Real Property.

 - (b) All Leases (as such term is hereinafter defined).

 - (c) All wastewater, fresh water and other utilities capacity and facilities (the "Utilities Capacity") available or allocable to the Real Property and Improvements or dedicated to or reserved for them pursuant to any system, program, contract or other arrangement with any public or private utility, and all related or incidental licenses, rights and interests, whether considered to be real, personal or mixed property, including the right and authority to transfer or relinquish any or all such rights and the right to any credit, refund, reimbursement or rebate for utilities facilities construction or installation or for any reservation fee, standby fee or capital recovery charge promised, provided or paid for by Debtor or any of

00743004



Debtor's predecessors or Affiliates (defined below), to the full extent now allocated or allocable to the Real Property or Improvements, plus all additional Utilities Capacity, if any, not dedicated or reserved to the Real Property or Improvements but which is now or hereafter owned or controlled by Debtor or by anyone (an "Affiliate", whether a natural person or an entity) who directly or through one or more intermediaries controls, is controlled by or is under common control with Debtor, to the full extent that such additional Utilities Capacity is necessary to allow development, marketing and use of the Real Property or Improvements for their highest and best use.

- (d) All estate, right, title and interest acquired by Debtor in or to the Real Property, Improvements, Fixtures and Equipment, Leases and Utilities Capacity after the filing of this Financing Statement.
- (e) Any and all rights and appurtenances (the "Appurtenances") belonging, incident or appertaining to the Real Property, Improvements, Fixtures and Equipment, Leases or Utilities Capacity or any part of them.
- (f) All existing and future minerals, oil, gas and other hydrocarbon substances in, upon, under or through the Real Property.
- (g) Any and all rights and estates in reversion or remainder to the Real Property, Improvements, Fixtures and Equipment, Leases, Utilities Capacity or Appurtenances or any part of them.
- (h) All contracts (including contracts for the sale or exchange of all or any portion of the Real Property or the Improvements), franchises, licenses and permits whether executed, granted or issued by a private person or entity or a governmental or quasi-governmental agency, which are directly or indirectly related to or connected with the development or sale of the Real Property or the Improvements, whether now or at any time hereafter existing, and all amendments and supplements thereto and renewals and extensions thereof at any time made, and all rebates, refunds, escrow accounts and funds, or deposits and all other sums due or to become due under and pursuant thereto and all powers, privileges, options and Debtor's other benefits thereunder.
- (i) All other estates, easements, interests, licenses, rights, titles, powers or privileges of every kind and character which Debtor now has, or at any time hereafter acquires, in and to any of the foregoing, including the proceeds from condemnation, or threatened condemnation, and the proceeds of any and all insurance covering any part of the foregoing; and all related parts, accessions and accessories to any of the foregoing and all replacements or substitutions therefor, as well as all other Improvements, Fixtures and Equipment, Leases, Utilities Capacity and Appurtenances now or hereafter placed thereon or accruing thereto.
- (j) All equipment, accounts, general intangibles, fixtures, inventory, chattel paper, notes, documents and other personal property used, intended or acquired for use, on -- or in connection with the use or operation of -- the Real Property, the



Improvements or the property described in (a) through (i) above (collectively, the "Property"), or otherwise related to the Property, and all products and proceeds of it, including all security deposits under Leases now or at any time hereafter held by or for Debtor's benefit, all monetary deposits which Debtor has been required to give to any public or private utility with respect to utility services furnished to the Property, all funds, accounts, instruments, accounts receivable, documents, trademarks, trade names and symbols used in connection therewith, and notes or chattel paper arising from or by virtue of any transactions related to the Property, all permits, licenses, franchises, certificates, and other rights and privileges obtained in connection with the Property, and all guaranties and warranties obtained with respect to all improvements, equipment, furniture, furnishings, personal property and components of any thereof located on or installed at the Property.

- (k) All contracts now or hereafter entered into by and between Debtor and any other party, as well as all right, title and interest of Debtor under any subcontracts, providing for the construction (original, restorative or otherwise) of any improvements to or on any of the Property or the furnishing of any materials, supplies, equipment or labor in connection with any such construction.
- (l) All of the plans, specifications and drawings (including plot plans, foundation plans, floor plans, elevations, framing plans, cross-sections of walls, mechanical plans, electrical plans and architectural and engineering plans and architectural and engineering studies and analyses) heretofore or hereafter prepared by any architect, engineer or other design professional, in respect of any of the Property.
- (m) All agreements now or hereafter entered into with any person or entity in respect of architectural, engineering, design, management, development or consulting services rendered or to be rendered in respect of planning, design, inspection or supervision of the construction, management or development of any of the Property.
- (n) Any commitment issued by any lender or investor other than Secured Party to finance or invest in any of the Property.
- (o) Any completion bond, performance bond and labor and material payment bond and any other bond relating to the Property or to any contract providing for construction of improvements to any of the Property.
- (p) All substitutions for and proceeds of any of the foregoing received upon the rental, sale, exchange, transfer, collection or other disposition or substitution of it and all general intangibles now owned by Debtor or existing or hereafter acquired, created or arising (whether or not related to any of the foregoing property).

and all accessions, appurtenances and additions to and substitutions for any of the foregoing and all products and proceeds of any of the foregoing, together with all renewals and replacements of any of the foregoing, all accounts, receivables, account receivables,



instruments, notes, chattel paper, documents (including all documents of title), books, records, contract rights and general intangibles arising in connection with any of the foregoing (including all insurance and claims for insurance affected or held for the benefit of Debtor or Secured Party in respect of the foregoing).

The term "Improvements" as used herein means all existing and all future buildings on the Real Property and other improvements to it, all of which Debtor and Secured Party hereby irrevocably declare to be real estate and part of the Real Property, including, but not limited to, all water, sewage and drainage facilities, wells, treatment plants, supply, collection and distribution systems, paving, landscaping and other improvements.

The term "Leases" as used herein means any oral or written agreement between Debtor and another person or entity to use or occupy all or any portion of the property covered hereby, together with any guaranties or security for the obligations of any tenant, lessee, sublessee or other person or entity having the right to occupy, use or manage any part of such property under a Lease.

The term "Real Property" as used herein means all of the real estate and premises described or referred to on Exhibit A, together with (i) all of Debtor's estate, right, title and interest in and to all easements and rights-of-way for utilities, ingress or egress to or from said property and (ii) all interests of Debtor in and to all streets, rights-of-way, alleys or strips of land adjoining said property.

The term "Rental" as used herein means all rents, revenues, income and profits payable under each Lease now or at any time hereinafter existing.

Debtor is the record owner of the land described on Exhibit A hereto.

Exhibit A - Description of Real Property

00743004

B: 1481 P: 1000 Fee \$56.00
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EXHIBIT A

Legal Description
Cedar South Shopping Center

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

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

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

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

Parcel 2A:

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

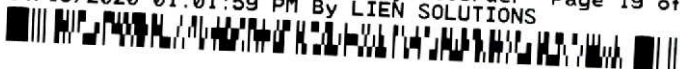
Also, all of the easements, rights, covenants, restrictions, and requirements which are appurtenances of and/or intended to benefit the Parcel (i.e., Parcel 1) in question and which are created or provided for in that certain "Covenants recorded in Iron County, Utah on July 16, 1981 as Entry No. 228617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

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

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

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

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

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

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

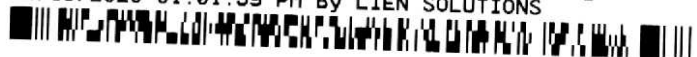
Beginning at the Northeast Corner of the Southeast Quarter of the Northeast Quarter (SE¼NE¼) of Section 22, Township 36 South, Range 11 West, Salt Lake Base and Meridian; thence South 0°13'45" East, 100.00 feet along the Section line; thence South 89°42'00" West, 258.70 feet to a point on the Easterly 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)

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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

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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 1228 AT PAGE 642 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT N00°16'06"W (N00°16'00"W RECORD) 517.37 FEET ALONG THE EAST BOUNDARY OF W.H. LEIGH SUBDIVISION AND S89°59'54"W (S90°00'00"W RECORD) 3.85 FEET FROM THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 36 SOUTH, RANGE 11 WEST, SALT LAKE MERIDIAN; SAID POINT OF BEGINNING BEING A P.O.C. ON A 229.10 FOOT RADIUS CURVE; THENCE COUNTERCLOCKWISE ALONG ARC OF SAID CURVE AND EAST LINE OF FIR STREET 134.36 FEET THROUGH A CENTRAL ANGLE OF 33°36'07"

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(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.

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