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RASHELLE HOBBS
Recorder, Salt Lake County, UT
MERIDIAN TITLE
BY: eCASH, DEPUTY - EF 11 P.

After Recording Return To:

Chad W. Lamer
WinCo Foods, LLC
P.O. Box 5756
Boise, ID 83705

This Space Reserved for Recording Purposes

SALT LAKE COUNTY, UTAH

Abbreviated Legal Description:

Lots 301, 302, 303, 304, 305, 306
307, 308, 309, 310 and Parcel A
Anthem Commercial 3rd Amended Subdivision

Tax Parcel Number(s):

26-25-202-002, 26-25-128-004
26-25-178-005, 26-25-128-002, 26-25-178-004
26-25-178-005, 26-25-178-006, 26-25-252-001
26-25-252-002, 26-25-252-003, 26-25-202-001

**FIRST AMENDMENT TO DECLARATION
OF EASEMENTS AND CONDITIONS**

BETWEEN

WINCO FOODS, LLC
a Delaware limited liability company,

AND

ANTHEM CENTER, LLC
a Utah limited liability company

FIRST AMENDMENT TO DECLARATION OF EASEMENTS AND CONDITIONS

This First Amendment to Declaration of Easements and Conditions (this "**First Amendment**") is made effective as of August 8, 2019, by WINCO FOODS, LLC, a Delaware limited liability company ("WinCo") and ANTHEM CENTER, LLC, a Utah limited liability company ("Anthem").

RECITALS

A. Anthem and WinCo entered into that certain Declaration of Easements and Conditions dated April 23, 2019 and recorded in the Salt Lake County Recorder's Office as Document 12973216 (the "**DEC**"), which encumbers certain real property more particularly described on Exhibit "A" attached hereto and made a party hereof; and

B. Anthem and WinCo are the Approving Parties under the DEC and constitute all of the owners of the Parcels and Anthem and WinCo desire to amend the DEC in the manner set forth below.

NOW, THEREFORE, with reference to the foregoing Recitals and upon the terms and conditions contained herein, the DEC is hereby amended as follows:

1. Recitals; Defined Terms. The foregoing recitals are incorporated herein by reference. Capitalized terms used but not otherwise defined herein will have their meanings set forth in the DEC.

2. Amendment to Section 1.15. Section 1.15 of the Dec is hereby deleted in its entirety and replaced with the following:

"1.15. "Common Maintenance Areas" shall mean (a) the Main Access Driveways (as defined in Section 1.29 below), (b) Center Signs, and (c) the roadway located on the area shown on the Site Plan as the "30 Common Utility Corridor."

3. Amendment to Section 1.35. Section 1.35 of the Dec is hereby deleted in its entirety and replaced with the following:

"1.35 "Parcel" or "Parcels" shall mean one or more legally subdivided portions of the Shopping Center owned by a Party and designated as a "Lot" on Exhibit X; as such Lots may be further subdivided so long as (a) such subdivision complies with applicable laws, and (b) each such subdivided Parcel continues to comply with the requirements applicable to the Lot as set forth in this Declaration."

4. Amendment to Section 1.45. Section 1.45 of the Dec is hereby deleted in its entirety and replaced with the following:

"1.45 "Utility Corridors" shall mean (a) the area under the Main Access Driveways, and (b) the areas shown on the site plan as (i) "30' Common Utility Corridor" and (ii) "20' Common Utility Corridor" (provided utilities installed by WinCo in such corridor will be limited to a sewer line)."

5. Amendment to Section 3.3(a). Section 3.3(a) of the Dec is hereby deleted in its entirety and replaced with the following:

"(a) While it is acknowledged and agreed that no Party shall have an obligation to commence construction of any Building on its Parcel, the Parties hereby agree once construction has been commenced, such Building shall be completed in a timely fashion. The Building Area for each Building shall not exceed the number of square feet designated in Section 3.3(d) for that Parcel. Notwithstanding the foregoing, the Parties agree that multiple Buildings may be constructed within the Building Areas shown on Lot 307 so long (i) the aggregate Floor Area of all Buildings on Lot 307 does not exceed 35,000 square feet, (i) any single Building may not exceed 10,000 square feet

of Floor Area, and (iii) Lot 307 will be required to maintain a parking ratio equal to the greater of (A) the amounts required under Section 3.2(f) or (B) a parking ratio of 6:1. Additionally, if one or more Buildings are constructed on Lot 308, all parking for such Building will be located in the front of and to the side of the main orientation of such Building, no such Building may be built with the intent to rely on parking on the WinCo Parcel. Other than the initial construction of the Building on the WinCo Parcel, there shall be no Building construction work performed on Lots 302, 308, or 309 between October 1st and the following January 31st; provided, however, Building construction work may be performed on Lots 302, 308, or 309 between October 1st and the following January 31st (the "Blackout Period") so long as the Party performing such work submits a copy of a plan (the "Staging Plan") to the Approving Parties which shows during the Blackout Period (i) the areas where construction parking for such Parcel will be located (which may not be on the WinCo Parcel), (ii) where a track out pad and wash out pad will be located (which may not be on the WinCo Parcel), (iii) the location of construction fencing on such Parcel, which fencing shall have a 6' visual barrier and will be located around on construction activities on such Parcel, and (iv) confirms that the Main Access Driveways will be swept and kept free of mud and construction debris as a result of the construction activities of such submitting Party. The Staging Plan will be subject to the approval of the Approving Parties. Once approved, the submitting Party will comply with the Staging Plan during the Blackout Period and Anthem shall monitor and enforce such compliance. If the submitting Party fails to comply with the Staging Plan, either Approving Party may deliver written notice to the submitting Party of such failure and if the submitting Party fails to remediate any non-compliance, or thereafter fails to comply, with the Staging Plan, the submitting Party will be required to pay, as liquidated damages, \$200.00 per day for each day of violation of the Staging Plan, which amounts will be paid to the owner of the WinCo Parcel. The Parties agree that it is difficult to approximate the amount of damages WinCo will suffer as a result of failure to comply with the terms of this Section 3.3(a) and that \$200.00 per day is a fair estimate of such damages and that such amount is not a penalty for failure to comply with the terms of this Section 3.3(a)."

6. Amendment to Section 3.3(d). Section 3.3(d) of the Dec is hereby deleted in its entirety and replaced with the following:

"(d) No Building or other structure (exclusive of any light poles, free standing signs referred to in Section 3.2 or 5.3, or flag poles) in the Shopping Center (excluding the Future Development Parcel) shall exceed the following heights without prior written approval of the Approving Parties:

PARCEL	BUILDING HEIGHT	HEIGHT OF ARCHITECTURAL FEATURES	ALLOWABLE FLOOR AREA
WinCo Parcel (Lot 301)	40'	48'	87,000 s.f.
Anthem Parcel (Lots 302, 303, 304, 305, 306, and 308)	25'	28'	Lots 302-308 shall be the S.F. Max. as stated on the Site Plan
Anthem Parcel Lot 307	25'	28'	* See Section 3.3(a)
Anthem and WinCo Parcel	N/A	WinCo Detention Pond	None

The height of any Building or Architectural Feature shall be measured perpendicular from the finished floor elevation to the top of the roof structure (including any screening, parapet, penthouse, mechanical equipment, or similar appurtenance located on the roof of such Building) or Architectural Feature, as applicable. The height and allowable Floor Area of Buildings in the Future Development Parcel (Lot 310) will be unrestricted. In the event two Parcels are combined, the allowable Floor Area as provided above for the combined parcel will be equal to the sum of the

allowable Floor Area for the Parcels that were combined. For purposes of clarification, two Buildings may be constructed on each of Lot 308 and 309 so long as each such Building does not contain more than 9,000 square feet of Floor Area on Lot 309 and no more than 7,000 square feet of Floor Area on Lot 308”

7. Installation of Asphalt on Detention Pond. WinCo will have the right to install a driveway on a portion of the WinCo/Anthem Detention Pond A in the area shown on the Site Plan as “30” Common Utility Corridor.”

8. Amendment to Exhibit X. Exhibit X attached to the DEC is hereby replaced in its entirety with Exhibit A attached to this First Amendment.

9. Ratification. Any and all other terms and provisions of the DEC are hereby amended and modified wherever necessary, even though not specifically addressed herein, so as to conform to the amendments set forth in the preceding paragraphs hereof. Except as expressly modified and amended hereby, all other terms and conditions of the DEC shall continue in full force and effect.

10. Counterparts. This First Amendment may be executed in counterparts each of which shall be deemed an original.

11. Successors and Assigns. This First Amendment shall inure for the benefit of and shall be binding on each of the parties hereto and their respective successors and/or assigns.

12. Authority. Each individual executing this Amendment does thereby represent and warrant to each other person so signing (and to each other entity for which such other person may be signing) that he or she has been duly authorized to deliver this Amendment in the capacity and for the entity set forth where she or he signs.

Signatures, Acknowledgement, and Exhibits Follow

IN WITNESS WHEREOF, WinCo and Anthem have caused this First Amendment to be executed effective as of the day and year first above written.

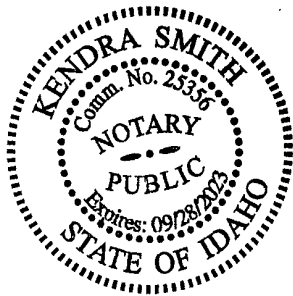
WINCO FOODS, LLC,
a Delaware limited liability company

By: *David M Butler*
Name: David M Butler
Title: CFO

STATE OF IDAHO)
)ss.
County of Ada)

On this 12th day August, 2019, before me, a Notary Public, personally appeared David M. Butler, known or proved to me to be the CFO of WINCO FOODS, LLC, a Delaware limited liability company, the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same on behalf of said company.

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




Kendra Smith
Notary Public
Residing at Boise, ID
Comm. Expires 9/28/2023

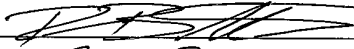
[Signatures continued on following page.]

**ANTHEM CENTER, LLC,
a Utah limited liability company,
by its Managers**

Arbor Commercial Real Estate L.L.C., a Utah limited liability
company

By: 
Name: Cory Gust
Title: MANAGER

Anthem Commercial, LLC, a Utah limited liability company

By: 
Name: RYAN BUTTON
Title: MANAGER

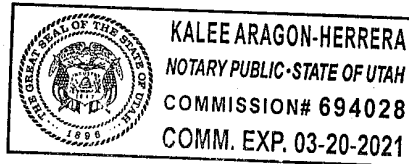
STATE OF UTAH)
)ss.
County of Salt Lake)

On this 8 day of August, 2019, before me, a Notary Public, personally appeared COM GUST, known or proved to me to be a manager of Arbor Commercial Real Estate LLC, a Utah limited liability company, a manager of Anthem Center, LLC, a Utah limited liability company, the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same on behalf of said company.

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

Kalee Herrera
Notary Public

Residing at Taylorsville, UT

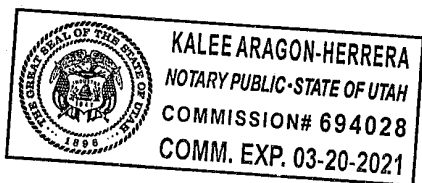


STATE OF UTAH)
)ss.
County of Salt Lake)

On this 8 day of August, 2019, before me, a Notary Public, personally appeared Ryan Button, known or proved to me to be a manager of Anthem Commercial, LLC, a Utah limited liability company, a manager of Anthem Center, LLC, a Utah limited liability company, the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same on behalf of said company.

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

Kalee Herrera
Notary Public
Residing at Taylorsville, UT



CONSENT AND SUBORDINATION

The undersigned, Bank of American Fork, a Division of People's Intermountain Bank ("Lender"), being the beneficiary under that certain Construction Deed of Trust recorded in the Official Records of Salt Lake County Recorder as Document No. 12949035 (the "Existing Lien"), hereby unconditionally subordinates the Existing Lien to the effects of the foregoing First Amendment to Declaration of Easements and Conditions (the "First Amendment"), and agrees that the DEC (as defined in the First Amendment) as modified by the First Amendment shall be and remain at all times a lien or charge prior and superior to the Existing Lien and any subsequent amendments to same.

IN WITNESS WHEREOF, the undersigned has caused this Consent and Subordination instrument to be executed as of the ___ day of August, 2019.

Bank of American Fork, a Division of People's Intermountain Bank

By: Dustin Phillips
Name: Dustin Phillips
Title: Vice President

STATE OF Utah)
County of Utah)ss.

On this 9 day of August, 2019, before me, a Notary Public, personally appeared Dustin Phillips, known or proved to me to be the VP of Bank of American Fork, a Division of People's Intermountain Bank, the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same on behalf of said company.

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

Angela Simpson
Notary Public

Residing at Springville Utah

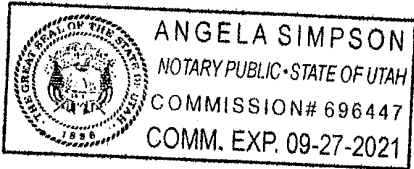


Exhibit A

Lots 301, 302, 303, 304, 305, 306, 307, 308, 309, 310 and Parcel A Anthem Commercial 3rd Amended Subdivision, amending Lots 2 through 5 of Anthem Commercial Subdivision, according to the plat thereof as recorded in the office of the Salt Lake County Recorder's Office.

Exhibit X
(See attached)

REVISIONS
 11/29/18
 12/17/18
 11/15/19
 7/15/19

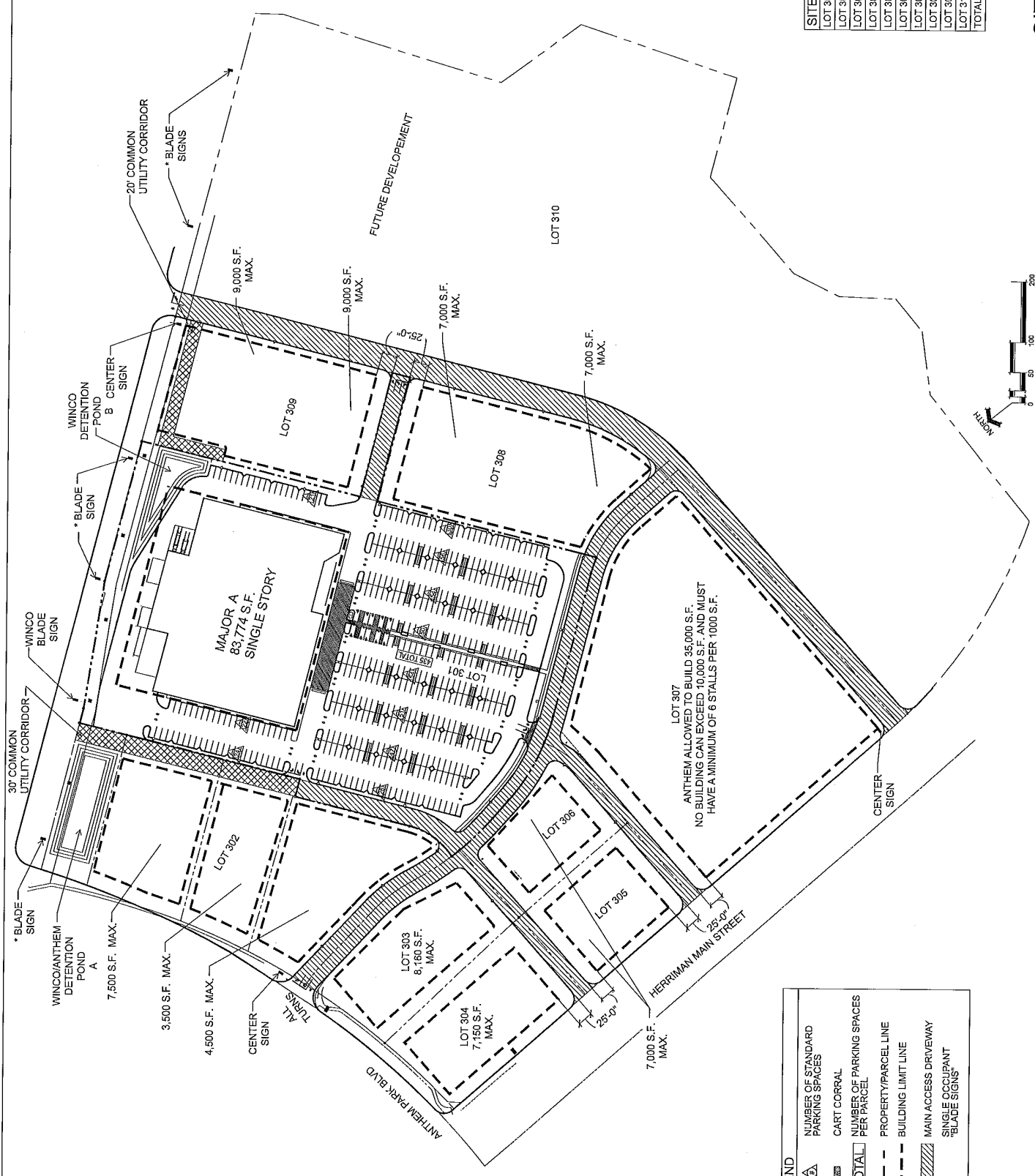
WINCO FOODS STORE
 MOUNTAIN VIEW CORRIDOR
 & ANTHEM PARK BLVD
 HERRIMAN, UTAH

Winco Foods

EXHIBIT TITLE
 DEC
 EXHIBIT
 X

SITE DATA	
LOT 301	1.668 ACRES
LOT 302	3.52 ACRES
LOT 303	1.21 ACRES
LOT 304	1.09 ACRES
LOT 305	0.92 ACRES
LOT 306	0.88 ACRES
LOT 307	5.09 ACRES
LOT 308	1.97 ACRES
LOT 309	1.81 ACRES
LOT 310	16.97 ACRES
TOTALS	42.14 ACRES

SITE PLAN



LOT 307
 ANTHEM ALLOWED TO BUILD 35,000 S.F.
 NO BUILDING CAN EXCEED 10,000 S.F. AND MUST
 HAVE A MINIMUM OF 6 STALLS PER 1000 S.F.

LEGEND	
	NUMBER OF STANDARD PARKING SPACES
	CART CORRAL
# TOTAL	NUMBER OF PARKING SPACES PER PARCEL
	PROPERTY/PARCEL LINE
	BUILDING LIMIT LINE
	MAIN ACCESS DRIVEWAY
	SINGLE OCCUPANT BLADE SIGNS*