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SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS

This Supplemental Declaration of Covenants and Restrictions (this "Supplemental Declaration") is made as of the 1st day of July, 2019, by CF III SH VALLEY FAIR, LLC, a Delaware limited liability company ("Developer"), and CONSTITUTION BOULEVARD HOTEL, LLC, a Utah limited liability company ("CBH").

RECITALS

I. Developer is the owner and/or developer of the property located in the City of West Valley, Salt Lake County, Utah, described on Exhibit "A" (the "Developer Parcels").

II. CBH is the owner of the real property located in the City of West Valley, Salt Lake County, Utah, described on Exhibit "B" (the "Hotel Parcel").

III. The Developer Parcels and the Hotel Parcel are sometimes individually referred to as a "Parcel" and are collectively referred to herein as the "Parcels" or as the "Shopping Center".

IV. The Parcels are a portion of a larger development located at the southwest corner of 3500 South Street and Interstate 215, City of West Valley, Salt Lake County, Utah. The Shopping Center is subject to the Declaration. For the purposes of this Supplemental Declaration, the "Declaration" means together, that certain (A) (i) Construction, Operation and Reciprocal Easement Agreement between VFM-ALC LC, a Utah limited liability company, VFM-CPZ LC, a Utah limited liability company, River Ridge VFM, L.L.C., a Utah limited liability company and Hill Field Holding VFM, L.L.C. and Costco Wholesale Corporation, a Washington corporation ("Costco") recorded on July 17, 2006 as Entry No. 9784299 in Book 9322, beginning at Page 7622 in the Official Records of Salt Lake County, State of Utah; (ii) First Amendment to Construction, Operation and Reciprocal Easement Agreement dated June 12, 2009 and recorded June 30, 2009 in the official records of Salt Lake County, Utah at Book 9741, Pages 6810-6819; (iii) Amendment to Construction, Operation and Reciprocal Easement Agreement dated June 6, 2011 and recorded June 9, 2011 in the official records of Salt Lake County, Utah at Book 9929, Page 9110; (iv) Third Amendment to Construction, Operation and Reciprocal Easement Agreement dated October 31, 2018 and recorded December 14, 2018 in the official records of Salt Lake County, Utah at Book 10741, Page 888 – 907A (the "COREA"); (B) Declaration of Easements and Restrictions dated January 7, 2010 and recorded January 7, 2010 in the official records of Salt Lake County Utah at Book 9795, Page 1537-1628 (the "DER") and (C) all amendments, modifications, extensions and renewals and replacements thereof; all of which shall be binding upon the Shopping Center and the Hotel Parcel,

bind CBH and run with the land. For the sake of clarity, the COREA is not modified by this Supplemental Declaration and CBH shall comply with all terms and provisions of the COREA during the development, construction and operation of the Hotel Parcel;

V. Developer is the owner of the Mall Parcel under the DER, is the successor to the Declarant (as defined in the DER) under the DER and has executed and delivered this Supplemental Declaration in connection with the creation of the Hotel Parcel as a New Outparcel pursuant to the DER.

VI. Developer and CBH are sometimes individually referred to as a "Party" or an "Owner" and together referred to as "Parties" or "Owners." The Parties desire to establish additional covenants and restrictions upon the Parcels for the purpose of enhancing and protecting the value, desirability and attractiveness of the Parcels and the Shopping Center.

NOW, THEREFORE, for the purposes set forth above, the Parties declare that the Parcels shall hereafter be held, transferred, sold, conveyed, leased, occupied and used subject to the following covenants, conditions and restrictions:

AGREEMENT

A. **Use Restrictions.** The Hotel Parcel shall be used initially for the continuous operation of a full service hotel with food and beverage service under the trade name "Fairfield Inn", "Springhill Suites", "Townplace Suites", "Hyatt Place", "Hyatt House", "Holiday Inn", "Staybridge" or such other tradename as is proposed by CBH and reasonably acceptable to Developer and for no other purpose (the "Initial Use") without the express written consent of Developer, which, for a period of five (5) years following the date this Supplemental Declaration is recorded (the "Record Date") may be withheld in Developer's sole and absolute discretion. Thereafter, Developer's consent shall not be unreasonably withheld, delayed or conditioned. CBH and Developer acknowledge and agree that it shall be reasonable for Developer to withhold its consent to a change in the use of the Hotel Parcel if the proposed use of the Hotel Parcel (i) results in a violation of the Declaration, (ii) violates any exclusive rights identified in Exhibit "C" which are then in full force and effect and by their terms applicable to the Hotel Parcel; (iii) violates any exclusive not identified in Exhibit "C" which are then in full force and effect and by their terms applicable to the Hotel Parcel (CBH acknowledging that Developer may subject the Hotel Parcel to such exclusives provided that the exclusive rights granted herein for the benefit of the Hotel Parcel shall bind the real property of the beneficiary of such future exclusive); (iv) duplicates the primary use of another business then operating in the Shopping Center; (v) is inconsistent with uses frequently found in other retail centers comparable to the Shopping Center; or (vi) is an office, medical, multi-family, financial institution or auto repair use. In all events, only a single building may be developed on the Hotel Parcel. In connection with the creation of the Hotel Parcel as a New Outparcel under the DER, Developer confirms that the Initial Use is a permitted use under the DER and that the restrictions contained in this Paragraph A are intended to supersede, as to the Hotel Parcel only, the restrictions set forth in Section 6.1 of the DER.

B. **Architectural Review.** Prior to CBH commencing construction of any building or improvements on the Hotel Parcel, CBH shall have received Developer's approval of its proposed buildings and improvements. Developer's approval shall be based upon its determination, in its

reasonable business judgment, that the building and improvements to be constructed on the Hotel Parcel are architecturally and aesthetically harmonious with the balance of the Shopping Center. At least forty-five (45) days prior to submittal to West Valley City for a building permit, CBH shall submit to Developer a site plan, grading and drainage plans, landscaping plans and four (4) sided elevations of the proposed building and improvements (including building and free standing signage) showing in detail the dimensions, ingress, egress, parking, colors and materials and the landscaping (the "Building Plans"). Developer shall promptly review the Building Plans. If Developer does not respond to CBH's request for approval of its Building Plans within twenty one (21) days, CBH may transmit to Developer a second written notice requesting approval. If Developer does not approve or disapprove CHB's Building Plans within ten (10) calendar days following receipt of such second notice, CBH's Building Plans shall be deemed approved. Any disapproval shall be in writing and shall set forth with reasonable specificity the changes needed in order to obtain Developer's approval. At all times prior to construction on the Hotel Parcel, CBH shall maintain the Hotel Parcel in a clean condition, free of dust and debris and the Hotel Parcel shall be planted with grass and/or decomposed granite and irrigated and mowed to maintain it in a condition consistent with the first class operation of the Shopping Center. Notwithstanding any other provisions in this Supplemental Declaration to the contrary, the building to be built on the Hotel Parcel by CBH shall not exceed the maximum height permitted by the codes and ordinances of governmental authorities having jurisdiction, inclusive of architectural treatments and shall be opened for business to the public under the trade name "Fairfield Inn", "Springhill Suites", "Townplace Suites", "Hyatt Place", "Hyatt House", "Holiday Inn", "Staybridge" or such other tradename as is proposed by CBH and reasonably acceptable to Developer on or before eighteen (18) months after commencement of construction and, in this regard, CBH shall commence construction of its building and improvements on the Hotel Parcel not later than sixty (60) days after the Record Date.

C. Access.

1. Protected Access Drive. Developer hereby agrees that any modification or relocation of the "Protected Access Drive" as depicted on the site plan attached to this amendment as Exhibit "E" (the "Site Plan") which requires the closure of the Protected Access Drive for more than ten (10) consecutive business days shall require the prior written consent of the Owner of the Hotel Parcel and Developer for so long as Developer has any interest, as Owner, in any of the Parcels and from and after the date that Developer no longer has any interest, as Owner, in any of the Developer Parcels, without the prior written consent of the Owners of the Parcels that comprise the Developer Parcels. CBH acknowledges and agrees that CBH shall not, and shall not permit others to, use the Costco Access Drives (as defined in the COREA) for the construction access, ingress and egress, except in strict accordance of Section 2.5 of the COREA.

2. Pedestrian Walkway. In connection with CBH's construction of its contemplated hotel on the Hotel Parcel and subject to Developer's review and written approval of the plans and specifications therefore, CBH may, subject to the COREA, construct the "Pedestrian Walkway" (identified as such on the Site Plan) and reconfigure the parking spaces on the Hotel Parcel consistent with the arrangement of the parking spaces shown on the Site Plan.

3. In connection with the creation of the Hotel Parcel as a New Outparcel under the DER, the provisions of this Paragraph C are intended to supersede, as to the Hotel Parcel only, the provisions of Section 4.1 of the DER.

D. **Easements.**

1. **Reciprocal Access.** Subject to any express conditions, limitations or reservations contained in this Supplemental Declaration and the COREA, Developer and CBH hereby declare, establish and grant, for the benefit of and as an appurtenance to each Parcel, for the use and benefit of such Parcel, and its Owner and its heirs, assigns, successors-in-interest, agents, independent contractors, and employees (“Permittees”), a non-exclusive and perpetual easement for reasonable access, ingress and egress over the Parking Areas (as defined in the COREA) of the Parcels as presently or hereafter constructed, so as to provide for the passage of motor vehicles and pedestrians over, upon, through and between all portions of the Parking Areas of the Parcels intended for such purposes and to and from the abutting street or right-of-way furnishing access to the respective Parcels (i.e., Constitution Boulevard and S 2400 W).

2. **Water Line.**

(a) Developer hereby declares, establishes and grants, for the benefit of and as an appurtenance to the Hotel Parcel, for the use and benefit of the Hotel Parcel, CBH and its Permittees, an easement for the installation, use, operation, maintenance and repair of water lines and connections to Developer’s water loop serving the Developer Parcels and to provide domestic and fire water service to the buildings and improvements now or hereafter situate on the Hotel Parcel (collectively, the “Water Line Improvements”) in the general locations shown on the Site Plan. The Water Line Improvements shall consist of a four inch (4”) domestic water line, an eight inch (8”) fire water line and a six inch (6”) fire line which will connect to the existing ten inch (10”) water line located in the drive aisle between the south parking lot of the Hotel Parcel and the Costco Fuel Center, each as depicted on the Site Plan. CBH shall not relocate, replace or modify the Water Line Improvements unless it obtains the prior written consent of Developer, which consent shall not be unreasonably withheld or delayed, but may be subject to such reasonable conditions imposed by Developer as to minimize interference with the business operations on the Developer Parcels.

(b) CBH shall coordinate construction and installation of the Water Line Improvements with Developer so as to minimize any disruption in the operation of the Shopping Center. In this regard, CBH shall provide Developer and Costco with not less than thirty (30) days prior written notice of commencement of installation of the Water Line Improvements. CBH shall, as a component of the installation of the domestic water line to the Building constructed upon the Hotel Parcel, install a Sensus water meter (the specific model to be mutually agreed upon by CBH and Developer) at a location on the exterior of such Building reasonably acceptable to Developer.

(c) CBH shall be solely responsible for the cost of domestic water consumed at the Hotel Parcel based upon the readings from the Sensus water meter. Concurrently with the execution of this Supplemental Declaration, CBH shall deliver to Developer the sum of Ten Thousand and No/100 Dollars (\$10,000.00) to be held by Developer as security for CBH’s

obligation to pay for the cost of domestic water consumed by Owner and Permittees of the Hotel Parcel. Prior to the opening of the Building on the Hotel Parcel for business and from time to time thereafter, Developer shall provide to CBH Developer's good faith estimate of the water charges that Developer anticipates CBH will incur for the upcoming calendar year. CBH shall make monthly payments to Developer on account of water charges based on such estimate, with CBH's payments to be reconciled against actual charges (based upon reading of the Sensus water meter) performed by Developer on a quarterly or other basis as determined by Developer. If CBH's estimated monthly payments are in excess of the actual charges as determined by the reconciliation, the excess shall be credited against future payments. If CBH's payments are less than the actual charges, the deficiency shall be paid by CBH to Developer within thirty (30) days following delivery of the reconciliation. Developer's records with respect to the amount of water consumed at the Hotel Parcel and the charges incurred by Developer for such water shall be subject to reasonable examination by CBH.

(d) CBH shall be solely responsible for maintenance of the Water Line Improvements installed by CBH and shall maintain such Water Line Improvements in good condition and repair. Developer shall have no liability whatsoever to CBH for disruptions or interruptions in either domestic or fire water service to the Hotel Parcel unless as a result of Developer's gross negligence. CBH acknowledges that CBH is deriving significant economic benefit from Developer's agreement to allow CBH to tap into the water lines located on the Developer Parcels for the purposes of providing domestic and fire water service to the Hotel Parcel as compared to the cost that CBH would incur to obtain its own dedicated service. As such, no damages, compensation, claims, demands, liabilities, losses, costs or expenses shall be payable by Developer in the event there shall be an interruption, curtailment or suspension of water service to the Hotel Parcel (an "Interruption of Service") by reason of damage or destruction, an accident, shortages of labor or materials, an emergency, an event of force majeure, or any other cause, unless as a result of the gross negligence of Developer. In addition, in connection with the development or redevelopment of the Developer Parcels and as may be necessary to make repairs, alterations, upgrades or changes, Developer reserves the right, without liability to CBH, to effect an Interruption of Service for the foregoing purposes or as may be required by applicable law. Developer shall use reasonable diligence to eliminate the cause of the Interruption of Service if resulting from conditions within the Shopping Center and to conclude the Interruption of Service as expeditiously as possible. Developer shall give CBH written notice, when practical, of the commencement and anticipation of any Interruption of Service whether initiated by Developer or otherwise.

(e) In connection with the creation of the Hotel Parcel as a New Outparcel under the DER, the provisions of this Paragraph D(2) are intended to supersede, as to the Hotel Parcel only, the provisions of Sections 4.2 and 5 of the DER.

3. Sewer Line

(a) Developer hereby declares, establishes and grants, for the benefit of and as an appurtenance to the Hotel Parcel, for the use and benefit of the Hotel Parcel, CBH and its Permittees, an easement for the installation, use, operation, maintenance and repair of a sanitary sewer line and connection to Developer's sanitary sewer loop serving the Developer Parcels and to provide sanitary sewer service to the buildings and improvements now or hereafter situate on

the Hotel Parcel (collectively, the "Sewer Improvements") in the general locations shown on the Site Plan. The Sewer Improvements shall consist of a six-inch (6") sanitary sewer line running at a one percent (1%) slope. CBH shall not relocate, replace or modify the Sewer Improvements unless it obtains the prior written consent of Developer, which consent shall not be unreasonably withheld or delayed, but may be subject to such reasonable conditions imposed by Developer as to minimize interference with the business operations on the Developer Parcels.

(b) CBH shall coordinate construction and installation of the Sewer Improvements with Developer so as to minimize any disruption in the operation of the Shopping Center. In this regard, CBH shall provide Developer and Costco with not less than thirty (30) days prior written notice of commencement of installation of the Sewer Improvements.

(c) CBH shall be solely responsible for the cost of sanitary sewer service for the Hotel Parcel based upon the readings from the Sensus water meter. Concurrently with the execution of this Supplemental Declaration, CBH shall deliver to Developer the sum of Ten Thousand and No/100 Dollars (\$10,000.00) to be held by Developer as security for CBH's obligation to pay for the cost of sanitary sewer service for the Hotel Parcel. Prior to the opening of the Building on the Hotel Parcel for business and from time to time thereafter, Developer shall provide to CBH Developer's good faith estimate of the sanitary sewer charges that Developer anticipates CBH will incur for the upcoming calendar year. CBH shall make monthly payments to Developer on account of sanitary sewer charges based on such estimate, with CBH's payments to be reconciled against actual charges (based upon reading of the Sensus water meter) performed by Developer on a quarterly or other basis as determined by Developer. If CBH's estimated monthly payments are in excess of the actual charges as determined by the reconciliation, the excess shall be credited against future payments. If CBH's payments are less than the actual charges, the deficiency shall be paid by CBH to Developer within thirty (30) days following delivery of the reconciliation. CBH acknowledges and agrees that the cost of sanitary sewer service shall generally be a percentage of the total sewer service charges incurred by Developer for the Shopping Center equal to CBH's pro-rata share of the total water service charges incurred by Developer for the Shopping Center (as measured by the Sensus meter on the Hotel Parcel and Developer's master meter for the domestic water loop).

(d) CBH shall be solely responsible for maintenance of the Sewer Improvements installed by CBH and shall maintain such Sewer Improvements in good condition and repair. Developer shall have no liability whatsoever to CBH for disruptions or interruptions in sanitary sewer service to the Hotel Parcel unless as a result of Developer's gross negligence. CBH acknowledges that CBH is deriving significant economic benefit from Developer's agreement to allow CBH to tap into the sanitary sewer line located on the Developer Parcels for the purposes of providing sanitary sewer service to the Hotel Parcel as compared to the cost that CBH would incur to obtain its own dedicated service. As such, no damages, compensation, claims, demands, liabilities, losses, costs or expenses shall be payable by Developer in the event there shall be an Interruption of Service by reason of damage or destruction, an accident, shortages of labor or materials, an emergency, an event of force majeure, or any other cause, unless as a result of the gross negligence of Developer. In addition, in connection with the development or redevelopment of the Shopping Center and as may be necessary to make repairs, alterations, upgrades or changes, Developer reserves the right, without liability to CBH, to effect an Interruption of Service for the foregoing purposes or as may be required by applicable law.

Developer shall use reasonable diligence to eliminate the cause of the Interruption of Service if resulting from conditions within the Shopping Center and to conclude the Interruption of Service as expeditiously as possible. Developer shall give CBH written notice, when practical, of the commencement and anticipation of any Interruption of Service whether initiated by Developer or otherwise.

(e) In connection with the creation of the Hotel Parcel as a New Outparcel under the DER, the provisions of this Paragraph D(3) are intended to supersede, as to the Hotel Parcel only, the provisions of Sections 4.2 and 5 of the DER.

4. **Free-Standing Monument Sign.** Subject to any express conditions, limitations or reservations contained in this Supplemental Declaration, Developer hereby declares, establishes and grants for the benefit of and as an appurtenance to the Hotel Parcel, a non-exclusive easement in, upon, over, above, under and across that portion of the Developer Parcel adjacent to S 2400 W designated as the "Freestanding Sign" on the Site Plan, plus a radius of ten (10) feet from the Freestanding Sign as designated on the Site Plan (the "Freestanding Sign Easement"); provided, however, if the Freestanding Sign is not permitted to be located in the area designated on the Site Plan, then Developer and CBH shall cooperate with each other in relocating the Freestanding Sign Easement to an area as close as reasonably possible to the area designated on the Site Plan and Developer and CBH shall execute and record an amendment to this Supplemental Declaration showing the relocated Freestanding Sign Easement. If CBH (or the Permittees of the Hotel Parcel) constructs the Freestanding Monument Sign, then the Freestanding Monument Sign shall be constructed at the sole cost and expense of the constructing party in a good, workmanlike and lien free manner, in substantial conformance with plans and specifications approved by Developer, the sign criteria for the Shopping Center and all applicable governmental bodies. If CBH (or the Permittees of the Hotel Parcel) constructs the Freestanding Monument Sign, then the CBH (or the Permittees of the Hotel Parcel) shall illuminate, insure, maintain and repair the Freestanding Monument Sign in a first-class condition. For the avoidance of doubt, Developer shall not be responsible for any portion of the costs to construct, illuminate, insure, operate, maintain and/or repair the Freestanding Monument Sign. In connection with the creation of the Hotel Parcel as a New Outparcel under the DER, the provisions of this Paragraph D(4) are intended to supersede, as to the Hotel Parcel only, the provisions of Section 7 of the DER.

5. **Multi-Tenant Monument Sign.** Subject to any express conditions, limitations or reservations contained in this Supplemental Declaration, Developer hereby declares, establishes and grants for the benefit of and as an appurtenance to the Hotel Parcel, a non-exclusive easement in, upon, over, above, under and across that portion of the Developer Parcel identified as the "Multi-Tenant Monument Sign" on the Site Plan (the "Sign Easement"). The purpose of this easement is to permit CBH (or the Permittees of the Hotel Parcel) to install one two-sided sign panel on the Multi-Tenant Monument Sign in the relative position shown on Exhibit "F" attached hereto, subject to and in accordance with the further provisions of this Paragraph D5. CBH pays its prorata share of the costs incurred by Developer to operate, maintain, repair, illuminate and insure the Multi-Tenant Monument Sign ("Sign Costs"), plus the cost of CBH signage thereon. From time to time, Developer may provide to CBH invoice for CBH's prorata share of the Sign Costs incurred by Developer and CBH shall pay its prorata share of the Sign Costs to Developer within thirty (30) days following receipt of Developer's billing. For the purposes of this Paragraph D5, CBH's prorata share shall mean a fraction, the numerator of which is the area of

CBH's sign panels on the monument sign and the denominator of which is the area of all occupant sign panels on the monument sign. All sign renderings, materials and specifications shall be subject to the approval of Developer prior to the commencement of any installation work, such approval not to be unreasonably withheld, conditioned or delayed. If CBH (or its sign contractor) removes a panel from the monument sign and it does not simultaneously or immediately replace such panel, then CBH, at its sole costs and expense, shall (or shall cause its sign contractor to) install temporary panel covers reasonably acceptable to Developer that reasonably match the existing panel background color until the new panel(s) are installed. Furthermore, should removal of a panel expose any electrical components and/or internal wiring in the monument sign, such replacement temporary panel covers must be installed simultaneously with any panel removal. In connection with the creation of the Hotel Parcel as a New Outparcel under the DER, the provisions of this Paragraph D(5) are intended to supersede, as to the Hotel Parcel only, the provisions of Section 7 of the DER.

6. **Wayfinding Signs.** Subject to any express conditions, limitations or reservations contained in this Supplemental Declaration, Developer hereby declares, establishes and grants for the benefit of and as an appurtenance to the Hotel Parcel, a non-exclusive easement in, upon, over, above, under and across those portions of the Developer Parcels designated as "Wayfinding Sign 1" and "Wayfinding Sign 2A" on the Site Plan (each, a "Wayfinding Sign" and together, the "Wayfinding Signs"), plus a radius of one (1) foot from each Wayfinding Sign as designated on the Site Plan (the "Wayfinding Sign Easement"); provided, however, if a Wayfinding Sign is not permitted to be located in the area designated on the Site Plan, then Developer and CBH shall cooperate with each other in relocating the Freestanding Sign Easement to an area as close as reasonably possible to the area designated on the Site Plan and Developer and CBH shall execute and record an amendment to this Supplemental Declaration showing the relocated Wayfinding Sign Easement. If CBH (or the Permittees of the Hotel Parcel) constructs the Wayfinding Sign(s), then the Wayfinding Sign(s) shall be constructed at the sole cost and expense of the constructing party in a good, workmanlike and lien free manner, in substantial conformance with plans and specifications approved by Developer, the sign criteria for the Shopping Center and all applicable governmental bodies. If CBH (or the Permittees of the Hotel Parcel) constructs the Wayfinding Sign(s), then the CBH (or the Permittees of the Hotel Parcel) shall illuminate, insure, maintain and repair the Wayfinding Sign(s) in a first-class condition. For the avoidance of doubt, Developer shall not be responsible for any portion of the costs to construct, illuminate, insure, operate, maintain and/or repair the Wayfinding Sign(s). In connection with the creation of the Hotel Parcel as a New Outparcel under the DER, the provisions of this Paragraph D(6) are intended to supersede, as to the Hotel Parcel only, the provisions of Section 7 of the DER.

E. **Repurchase Agreement.**

1. **Cessation of Business Operations.** If (a) CBH fails to open for business at the Hotel Parcel pursuant to the terms of Paragraph B above, or (b) if at any time business operations cease upon the Hotel Parcel for two hundred seventy (270) consecutive days (except for temporary closures resulting from damage, destruction or remodeling of the buildings and improvements located on the Hotel Parcel), or (c) Developer receives a written notice from any lender providing a loan to the Owner of the Hotel Parcel secured by a deed of trust or mortgage against the Hotel Parcel of its intent to conduct a foreclosure (whether judicially or non-judicially)

or trustee's sale or accept a deed in lieu of foreclosure, then Developer may, by delivering written notice to CBH (the "Election Notice"), elect to repurchase the Hotel Parcel in the manner set forth in this Supplemental Declaration, unless, within thirty (30) days after CBH receives the Election Notice, (x) CBH opens for business at the Hotel Parcel, or (y) business operations resume upon the Hotel Parcel, as applicable.

2. **Use Violation.** If at any time CBH operates at the Hotel Parcel in violation of the use restrictions contained in Paragraph A above (a "Use Violation"), Developer may, by delivering written notice to CBH (also, an "Election Notice"), elect to repurchase the Hotel Parcel in a manner set forth in this Supplemental Declaration, unless, within thirty (30) days after CBH receives the Use Violation Election Notice from Developer, CBH fully cures the Use Violation.

3. **Repurchase Price.** The repurchase price for the Hotel Parcel (the "Repurchase Price") shall be determined in the following manner:

(a) CBH and Developer shall have thirty (30) days after CBH receives the Election Notice within which to agree on the Repurchase Price for the Hotel Parcel.

(b) If CBH and Developer are unable to agree on the Repurchase Price for the Hotel Parcel within such thirty (30) day period, then the Repurchase Price for the Hotel Parcel shall be the "then fair market value of the Hotel Parcel" as determined in accordance with the provisions of Paragraph E3(c) below; provided, however, that if Developer shall have the right to repurchase the Hotel Parcel due to a Use Violation, then the Repurchase Price for the Hotel Parcel shall be ninety percent (90%) of the "then fair market value of the Hotel Parcel", as determined in Paragraph E3(c) below, but in no event shall the Repurchase Price be less than the straight line depreciated value of CBH's building and improvements, as shown in CBH's books and records, calculated in accordance with generally accepted accounting principles, consistently applied.

(c) Within seven (7) days after the expiration of the thirty (30) day period set forth in Paragraph E3(a), CBH and Developer shall jointly select an MAI appraiser with at least five (5) full years full-time commercial appraisal experience in the Salt Lake City, Utah metropolitan area (the "Appraiser"). If they are unable to agree upon an Appraiser within seven (7) days, then either CBH or Developer may petition the presiding civil court judge of the Salt Lake County Superior Court for the selection of the Appraiser who meets the qualifications stated in this Paragraph E3(c). CBH and Developer shall share equally the fees and costs of the Appraiser. Within ten (10) days after the selection of the Appraiser, Developer and CBH shall each submit its determination of the "then fair market value of the Hotel Parcel" to the Appraiser. The Appraiser shall then determine the "then fair market value of the Hotel Parcel" using the submissions from both Developer and CBH as the range between which the Appraiser may make its determination. The Appraiser's determination shall be deemed final, binding and non-appealable. For the purposes of this Supplemental Declaration, the term "then fair market value of the Hotel Parcel" shall mean the square foot price then being paid for comparable improved properties located in the Salt Lake City, Utah metropolitan area, with similar buildings and improvements as located on the Hotel Parcel.

4. **Escrow.** Within fifteen (15) days after delivery of the Election Notice, an escrow (the "Escrow") for this transaction shall be established with First American Title Insurance Company, 2425 East Camelback Road, Tower A, Suite 300, Phoenix, Arizona 85016, Attention: Tom Anzaldua (the "Escrow Agent"). Within such fifteen (15) day period, Developer shall deposit with Escrow Agent a copy of the Election Notice delivered to CBH along with a copy of this Supplemental Declaration, the terms of which shall constitute Escrow Instructions for the sale of the Hotel Parcel. The Escrow so established shall provide for a closing (the "Closing of Escrow" or "Closing") on or before the tenth (10th) business day following the determination of the Repurchase Price. Should Escrow Agent require the execution of its standard form printed escrow instructions, the parties agree to execute same; provided, however, that such instructions shall be construed as applying only to Escrow Agent's employment and that if there are conflicts between the terms of this Supplemental Declaration and the terms of the printed escrow instructions, the terms of this Supplemental Declaration shall control.

5. **Title.** At the Closing of Escrow, CBH shall convey fee simple title to the Hotel Parcel and all improvements located on the Hotel Parcel to Developer by special warranty deed, subject only to the Approved Exceptions as determined pursuant to Paragraph E8 below, current real estate taxes which are a lien, but not yet due and payable, and any other matters previously approved in writing by Developer. The Repurchase Price shall be payable in cash by Developer to the Owner of the Hotel Parcel, except that Developer may offset against the Repurchase Price any amounts owed by the Owner of the Hotel Parcel to Developer and the amount of any monetary liens or encumbrances against the Hotel Parcel, including any secured lender. Developer hereby subordinates the repurchase right contained in this Paragraph E to the lien of a mortgage or deed of trust executed to finance or refinance the Hotel Parcel provided that (i) the lender agrees to release the lien of its deed of trust if Developer exercises its repurchase rights under this Supplemental Declaration and lender is in receipt of the full amount owed to such lender and agreed that all of the foregoing provisions, restrictions and covenants shall be binding upon and effective against any party whose title to the Hotel Parcel is acquired by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise; and (ii) CBH certifies to Developer that the original principal amount of such loan does not exceed eighty percent (80%) of the appraised value of the Hotel Parcel prior to the closing of such deed of trust loan from such lender to the Owner of the Hotel Parcel, which certification shall be accompanied by a copy of such Owner's loan to cost funding analysis. The Owner of the Hotel Parcel hereby irrevocably authorizes and instructs Developer to pay the Repurchase Price owing to the Owner of the Hotel Parcel pursuant to this Supplemental Declaration directly to any such lender; provided, however, that if the lender furnishes a statement to Developer setting forth the total amount due to such lender in order to release its lien and such amount is less than the Repurchase Price owing by Developer pursuant to this Supplemental Declaration, the difference shall be paid directly to the Owner of the Hotel Parcel as a condition to the Closing.

6. **Closing Costs.**

(a) At the Closing, CBH agrees to pay one-half of all Escrow charges and CBH agrees to furnish to Developer, at CBH's expense, a standard owner's title insurance policy insuring Developer's title to the Hotel Parcel in the amount of the Repurchase Price.

(b) Real estate taxes and all assessments shall be prorated through Escrow between CBH and Developer as of the Closing, based upon the latest available information. Any other closing costs shall be paid by Developer.

(c) Developer shall deposit in Escrow on or before the Closing cash in an amount sufficient to pay the Repurchase Price and Developer's closing costs pursuant to this Supplemental Declaration. Should Developer fail to do so, such costs may be offset against the Repurchase Price.

7. **Escrow Cancellation Charges.** In the event that the election to repurchase is made and the Escrow shall fail to close by reason of Developer's default under this Supplemental Declaration, Developer shall pay all escrow cancellation charges. In the event that the Escrow shall fail to close for any other reason, CBH shall be liable for all escrow cancellation charges. Nothing contained in this Paragraph E7, however, shall be deemed to limit, waive, or exhaust any other rights or remedies available to either party at law or in equity on account of a default under this Supplemental Declaration.

8. **Title Report and Approved Exceptions.** Attached to this Supplemental Declaration as Exhibit "D" and incorporated in this Supplemental Declaration by this reference is a list of all matters affecting the status of title to the Hotel Parcel as of the date of this Supplemental Declaration (the "Approved Exceptions"). CBH hereby covenants to Developer that CBH shall not, without the prior written consent of Developer and except as provided in the Escrow Instructions: (i) further encumber the Hotel Parcel; (ii) grant any easement on the Hotel Parcel; (3) seek, impose, or allow any dedication, plat, subdivision, restrictive covenant, or any other matter to occur which could affect the title to the Hotel Parcel. CBH hereby agrees to cause, at its sole cost and expense, any other matters affecting title to be removed at or prior to the Close of Escrow.

9. **Possession.** Possession of the Hotel Parcel shall be delivered to Developer upon the Close of Escrow.

10. **Termination of Right to Repurchase.** The right to repurchase set forth in this Paragraph E shall expire and be of no further force and effect from and after the date that is five years after CBH obtains a certificate of occupancy for the improvements comprising the Initial Use. If right to repurchase set forth in this Paragraph E shall expire, then within ten (10) business days after request by CBH, Developer shall execute and deliver a written instrument (in a recordable form) acknowledging the termination or expiration of the right to repurchase set forth in this Paragraph E, the form and substance of which shall be reasonably acceptable to CBH and Developer.

F. **Covenants to Run with the Land.** The restrictions and provisions contained in this Supplemental Declaration: (a) are made for the mutual benefit of the Parties; (b) will create a servitude upon the Hotel Parcel in favor of the Shopping Center; (c) will constitute covenants running with the land; (d) will bind or inure to the benefit of every person having any fee, leasehold, or other interest in any portion of the Hotel Parcel or the Shopping Center at any time or from time to time to the extent that such portion is bound by or benefited by the provisions of this Supplemental Declaration, provided, however, that only one legal entity may at any time have

the rights of Developer under this Supplemental Declaration and, accordingly, in the event of a transfer of less than all of the Shopping Center by Developer, Developer must designate that party which shall continue to have the rights of Developer under this Supplemental Declaration (provided, however, that if the originally named Developer does not have any interest in the Developer Parcels then the rights of Developer under this Supplemental Declaration shall be deemed assigned to the owner of the Mall Parcel of the Shopping Center (as defined in the DER); and (e) will inure to the benefit and be binding upon the parties to this Supplemental Declaration, their legal representatives, successors and assigns. In the event of any violation or threatened violation of any agreement contained in this Supplemental Declaration, any Party entitled to enforce this Supplemental Declaration shall have the right to enjoin such violation or threatened violation in any court of competent jurisdiction.

G. **Specific Performance; Remedies.** If CBH fails to perform in a timely manner any duty or obligation under this Supplemental Declaration (including the payment of sums described in this Supplemental Declaration), Developer shall be entitled to the remedies for breach of contract that are available under applicable law, including specific performance, as well as all rights and remedies described in the COREA. If CBH (or the Permittees of the Hotel Parcel) fails to timely pay to Developer any sums owed under this Supplemental Declaration (including, but not limited to, charges for water service, sewer service, Sign Costs and the Fixed CAM Payment), then CBH shall be deemed a Defaulting Owner, Developer shall be deemed a Creditor Owner and Developer shall be entitled to exercise all rights described in Section 10.4 of the COREA against CBH and the Hotel Parcel. Additionally, if CBH (or the Permittees of the Hotel Parcel) fails to timely pay to Developer any sums owed under this Supplemental Declaration (including, but not limited to, charges for water service, sewer service, Sign Costs and the Fixed CAM Payment), then Developer may, at Developer's option and without prejudice to any other remedy which Developer may have, appropriate and apply the entire deposits provided by CBH pursuant to Paragraphs D2 and D3 above (collectively, the "Security Deposit") or so much thereof as may be necessary to compensate Developer, toward the payment of such unpaid sums payable by CBH or to such other loss or damage sustained by Developer due to such breach on the part of CBH, and CBH shall, within five (5) days after written notice from Developer, restore the Security Deposit to the original sum deposited.

H. **Further Documentation.** Promptly upon the request of the other Party, or upon the request of the Escrow Agent, each Party agrees to execute and have acknowledged and delivered to the other or to Escrow Agent, as may be appropriate, any and all further instruments reasonably requested or appropriate to evidence or give effect to the provisions, or any of the provisions of this Supplemental Declaration and which are consistent with the provisions of this Supplemental Declaration.

I. **Recordation.** The Parties agree that this Supplemental Declaration shall be recorded in the official records of Salt Lake County, Utah.

J. **Rule Against Perpetuities.** If any interest purported to be created by this Supplemental Declaration is challenged under the Rule against Perpetuities or any related rule, the interest shall be construed as becoming void and of no effect as of the end of the applicable period of perpetuities computed from the date when the period of perpetuities starts to run on the challenged interest; the "lives in being" for computing the period of perpetuities shall be the forty-

fifth (45th) President of the United States, Donald J. Trump, and his children and grandchildren who are living at the time the period of perpetuities starts to run on the challenged interest.

K. **Modification and Termination.** This Supplemental Declaration may not be modified in any respect whatsoever or terminated, in whole or in part, except with the written consent of the owner(s) of the Developer Parcels and the owner(s) of the Hotel Parcel. Notwithstanding the provisions of this Paragraph K to the contrary, so long as the originally named Developer has any interest in the Developer Parcels, the originally named Developer shall have the sole right to grant the consent or approval on behalf of the Developer Parcels and the consent and/or approval of no other owner of Developer Parcel shall be required. From and after the date that the originally named Developer no longer has any interest in the Developer Parcels, the right to grant consent or approval on behalf of the owners of the Developer Parcels shall be vested in the owner of the Mall Parcel of the Shopping Center (as defined in the DER). Any such modification or termination must be by written instrument duly executed and acknowledged by all of the required owners and recorded in the office of the Maricopa County Recorder. The Parties acknowledge that Developer may amend this Supplemental Declaration from time to time before and after the date of this Supplemental Declaration as may be required by the sale of other Hotel Parcel within the Developer Parcels and CBH shall execute and deliver such amendments provided such amendments do not (a) limit, prohibit, restrict or adversely affect in any material respect (i) CBH's use and enjoyment of the Hotel Parcel (other than future exclusives), (ii) access to, visibility of any improvements on or availability of parking in the immediate vicinity of, the Hotel Parcel, (iii) any of CBH's rights under the Declaration as they exist on the date this Supplemental Declaration is recorded in the official records of Salt Lake County, Utah, (b) change, alter, limit (in any material respect), preclude the permitted uses of the Hotel Parcel (other than future exclusives), (c) materially increase the cost of CBH's continued use and enjoyment of the Hotel Parcel, or (d) result in a reduction in the permitted height of the improvements that may be built by CBH on the Hotel Parcel. No amendment to the Declaration shall be deemed effective as against CBH unless prior written notice (which notice contains a copy of the proposed amendment) has been delivered to CBH.

L. **Default.** The Owner of a Parcel shall be deemed to be in default of this Supplemental Declaration upon the expiration of fifteen (15) days from receipt of written notice from the Owner of another Parcel specifying the particulars in which such person has failed to observe the obligations of this Supplemental Declaration, unless the Owner of such Parcel, prior to the expiration of said fifteen (15) day period, has rectified the matters specified in the notice of default; provided, however, that if such failure is of such a nature that it cannot reasonably be cured within such fifteen-day period, such owner shall have such additional time as is reasonably necessary to cure such failure provided such owner commences the cure thereof within such fifteen-day period and diligently pursues same to completion.

M. **Notices.** All notices shall be in writing and shall be delivered personally (including delivery by hand or by express or courier service), expenses prepaid, with request for receipt or other proof of delivery or by certified or registered mail, postage prepaid, return receipt requested, to the address of the other Party. Any such notice shall be deemed given on the date on which it is actually delivered to the Party's address as evidenced, if necessary, by the proof of delivery, the request for return receipt or other receipt. Any Party may change its address by giving notice of

such change to the other Parties in accordance with the provisions of this section. In no event shall any notice be transmitted by facsimile or by electronic mail.

CBH: Constitution Boulevard Hotel, LLC
180 North University Avenue, Suite 200
Provo, Utah 84601
Attention: Soren Halladay

With a copy to: Farnsworth Johnson PLLC
180 North University Avenue, Suite 260
Provo, Utah 84601
Attention: Steven W. Farnsworth

Developer: CF III SH Valley Fair, LLC
c/o Vestar Development Co.
2425 East Camelback Road, Suite 750
Phoenix, Arizona 85016
Attention: President

With a copy to: Clark Hill PLC
14850 North Scottsdale Road, Suite 500
Scottsdale, Arizona 85254
Attention: David L. Lansky, Esq.

With a copy to: Coventry Real Estate Advisors
Attention: Peter Henkel
1 East 52nd Street, 4th Floor
New York, New York 10022

With a copy to: Coventry Real Estate Advisors
Attention: Legal Department
1 East 52nd Street, 4th Floor
New York, New York 10022

N. **No Waiver.** The waiver by one party of the performance of any covenant or condition hereunder shall not invalidate this Supplemental Declaration, nor shall it be considered to be a waiver by such Party of any other covenant or condition hereunder. The waiver by either or both Parties of the time for performing any act shall not constitute a waiver of the time for performing any other act or an identical act required to be performed at a later time. The exercise of any remedy provided by law and the provisions of this Supplemental Declaration for any remedy shall not exclude other remedies unless they are expressly excluded. In no event, however, shall Developer be liable for special, consequential or punitive damages.

O. **Attorneys' Fees.** If either Party shall bring suit against the other as a result of any alleged breach or failure by the other Party to fulfill or perform any covenants or obligations under this Supplemental Declaration or in any deed, instrument or other document delivered pursuant hereto, or to seek declaratory relief as to the rights or obligations of either Party, then in such event,

the prevailing Party in such action shall, in addition to any other relief granted or awarded by the Court, be entitled to judgment for reasonable attorneys' fees incurred by reason of such action and all costs of suit and those incurred in preparation thereof, at both trial and appellate levels.

P. **Provisions Severable.** Each provision of this Supplemental Declaration shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Supplemental Declaration be deemed to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Supplemental Declaration.

Q. **Entire Supplemental Declaration.** This Supplemental Declaration contains all of the agreements, representations and warranties of the parties hereto and together with the Declaration supersedes all other discussions, understandings or agreements with respect to the use restrictions binding on the Hotel Parcel. In the event of any conflict or inconsistency between the provisions of this Supplemental Declaration and the DER, in accordance with the provisions of the DER, (including the Third Recital and the provisions of Section 17 of the DER), the provisions of this Supplemental Declaration, as to the Hotel Parcel only, shall prevail and notwithstanding the provisions of Section 18.7 of the DER, there are no third party beneficiaries of this Supplemental Declaration. In the event of any conflict between any term or condition set forth in the COREA and any term or condition of this Supplemental Declaration, the terms and conditions of the COREA shall be controlling.

R. **Counterparts.** This Supplemental Declaration may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

S. **VENUE.** CBH AND DEVELOPER HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY SUBMIT TO THE JURISDICTION OF THE DISTRICT COURT OF SALT LAKE COUNTY, UTAH (OR IF THE REQUISITES OF JURISDICTION OBTAIN, THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF UTAH SITTING IN SALT LAKE COUNTY, UTAH) IN CONNECTION WITH ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN OR AMONG CBH AND DEVELOPER ARISING OUT OF OR IN ANY WAY RELATED TO THE HOTEL PARCEL, THIS SUPPLEMENTAL DECLARATION, OR ANY OTHER AGREEMENTS, DOCUMENTS OR INSTRUMENTS EXECUTED AND DELIVERED IN CONNECTION WITH OR OTHERWISE RELATING TO THE HOTEL PARCEL. IN THIS REGARD, THE EXCLUSIVE VENUE OF ANY SUCH DISPUTE SHALL BE IN SALT LAKE COUNTY, UTAH. CBH AND DEVELOPER HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY DEFENSE OF FORUM NON CONVENIENS OR ANY OTHER OBJECTION TO VENUE IN SALT LAKE COUNTY, UTAH.

T. **JURY WAIVER.** CBH AND DEVELOPER HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED

UPON CONTRACT, TORT OR OTHERWISE) BETWEEN OR AMONG CBH AND DEVELOPER ARISING OUT OF OR IN ANY WAY RELATED TO THE HOTEL PARCEL, THIS SUPPLEMENTAL DECLARATION, OR ANY OTHER AGREEMENTS, DOCUMENTS OR INSTRUMENTS EXECUTED OR DELIVERED IN CONNECTION WITH, OR OTHERWISE RELATING TO, THE HOTEL PARCEL (TOGETHER WITH THIS SUPPLEMENTAL DECLARATION, THE "RELATED DOCUMENTS"). THIS PROVISION IS A MATERIAL INDUCEMENT TO DEVELOPER EXECUTING THIS SUPPLEMENTAL DECLARATION AND ANY OTHER RELATED DOCUMENTS.

U. **Common Area Expenses.** CBH shall, at its sole cost and expense, maintain the building and improvements (including common area improvements located "back of curb") on the Hotel Parcel in good condition and repair and to a standard that satisfies the requirements of the COREA. Developer shall maintain the common area improvements located on the Hotel Parcel (other than the common area improvements located "back of curb") in accordance with the requirements of the COREA, including the provisions of Article VI, Sections 6.2 and 6.3. In consideration of the benefits to the Hotel Parcel for being a portion of the Shopping Center and on account of the operation, maintenance and repair of the Parking Areas of the Shopping Center being performed by Developer pursuant to the COREA (including the common area improvements on the Hotel Parcel that are not located "back of curb"), in lieu of any obligation of CBH to pay any maintenance charges or costs, Parking Area costs or other charges in that nature pursuant to the terms of the COREA or otherwise, CBH shall pay to Developer, commencing on the earlier of (i) the first (1st) day of the calendar month that is twenty-four (24) months after the Record Date, or (ii) the first (1st) day of the calendar month following the date CBH opens for business on the Hotel Parcel and on the same day each month thereafter, without notice or demand and without setoff, deduction or offset or abatement, an amount equal to the product Fifty Thousand and No/100 Dollars (\$50,000.00) multiplied by one-twelfth (1/12th) (the "Fixed CAM Payment"). The Fixed CAM Payment shall increase on each anniversary of the record date by three percent (3%). So long as CBH pays the Fixed CAM Payments to Developer in accordance with the provisions of this Paragraph U, Developer shall cause to be paid, prior to delinquency, all maintenance charges or costs, Parking Area costs and/or charges of a similar nature payable with respect to the Hotel Parcel under the COREA. In connection with the creation of the Hotel Parcel as a New Outparcel, the provisions of this Paragraph U are intended to clarify the provision of Section 3 of the DER with respect to the maintenance of the Common Areas on the Hotel Parcel.

V. **Construction Reporting.**

1. CBH shall provide Developer with the following documents not less than monthly between the Record Date and the date CBH opens for business at the Hotel Parcel pursuant to the terms of Paragraph B above: (i) a statement of any loan secured by a deed of trust or mortgage against the Hotel Parcel, including in such statement the amount outstanding on the loan and the amount of equity invested in the property; (ii) a statement of the financial condition of the construction; and (iii) a construction report regarding the progress of the development of the Hotel Parcel.

2. During the term of the Repurchase Right contained in Paragraph E, CBH authorizes Developer to contact its lender regarding the status of the purchase money loan secured by a deed of trust or mortgage against the Hotel Parcel during normal business hours and further

authorizes its lender to provide verbal updates to Developer regarding the status of such purchase money loan.

3. Developer may audit CBH's records regarding the status of the purchase money loan secured by a deed of trust or mortgage against the Hotel Parcel during the term of the repurchase right contained in Paragraph E.

4. CBH shall provide copies of any notice of default to Developer immediately upon receipt of same from any lender providing a loan secured by a deed of trust or mortgage against the Hotel Parcel during the term of the repurchase right contained in Paragraph E.

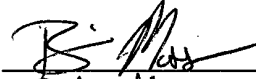
5. Upon request, CBH shall provide Developer with any franchise approvals received regarding the development of the Hotel Parcel.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, this Supplemental Declaration has been executed as of the day and year first above written.

DEVELOPER:

CF III SH VALLEY FAIR, LLC,
a Delaware limited liability company

By: 
Name: Brian Moss
Its: SVP

Signature Date: 6/25/19

CBH:

CONSTITUTION BOULEVARD HOTEL, LLC,
a Utah limited liability company

By: _____
Name: _____
Its: _____

Signature Date: _____

IN WITNESS WHEREOF, this Supplemental Declaration has been executed as of the day and year first above written.

DEVELOPER:

CF III SH VALLEY FAIR, LLC,
a Delaware limited liability company

By: _____
Name: _____
Its: _____

Signature Date: _____

CBH:

CONSTITUTION BOULEVARD HOTEL, LLC,
a Utah limited liability company

By: _____
Name: *Christa Brindham*
Its: *Authorized Representative*

Signature Date: _____

STATE OF New York)
)ss.
COUNTY OF New York)

On June 25, 2019, before me, Daria DeChirico,
a Notary Public in and for said state, personally appeared Brian Moss,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons
whose names are subscribed to the within instrument and acknowledged to me that they executed
the same in their authorized capacities, and that by their signatures on the instrument, the persons,
or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.



Daria DeChirico
Notary Public

My commission expires: June 20, 2020

STATE OF _____)
)ss.
COUNTY OF _____)

On _____, before me, _____,
a Notary Public in and for said state, personally appeared _____,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons
whose names are subscribed to the within instrument and acknowledged to me that they executed
the same in their authorized capacities, and that by their signatures on the instrument, the persons,
or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

STATE OF _____)
)ss.
COUNTY OF _____)

On _____, before me, _____,
a Notary Public in and for said state, personally appeared _____,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons
whose names are subscribed to the within instrument and acknowledged to me that they executed
the same in their authorized capacities, and that by their signatures on the instrument, the persons,
or the entity upon behalf of which the persons acted, executed the instrument.

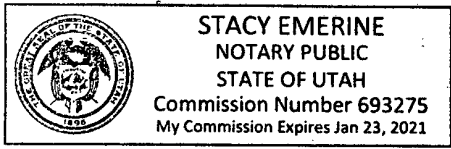
WITNESS my hand and official seal.

Notary Public
My commission expires: _____

STATE OF Utah)
)ss.
COUNTY OF Utah)

On June 26, 2019, before me, Stacy Emerine,
a Notary Public in and for said state, personally appeared Craig Bingham,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons
whose names are subscribed to the within instrument and acknowledged to me that they executed
the same in their authorized capacities, and that by their signatures on the instrument, the persons,
or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.



Stacy Emerine

Notary Public
My commission expires: Jan 23, 2021

Exhibit "A"
to Supplemental Declaration of Covenants and Restrictions

Legal Description of the Developer Parcels

Exhibit A to Exhibit C

1

Legal Description

The land referred to herein is situated in the County of Salt Lake, State of Utah, and is described as follows:

PARCEL 1: (15-33-201-014)

Beginning at a point which is South 89°56' West along the Quarter Section line 1322.02 feet and North 1483.67 feet and South 89°57' West 121.85 feet from the East Quarter corner of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 89°57' West 216.0 feet, thence North 0°03' West 258.0 feet, thence North 89°57' East 216.0 feet to a point of a 24.0 foot radius curve to the right, thence Southeasterly along the arc of said curve 37.70 feet to a point of tangency, thence South 0°03' East 210.0 feet to a point of 24.0 foot radius curve to the right, thence Southwesterly along the arc of said curve 37.70 feet to the point of beginning.

EXCEPTING THEREFROM THE FOLLOWING:

Beginning at a point which is 821.85 feet South 89°58'40" East along the Section line and 1026.09 feet South from the North Quarter corner of said Section 33 and running thence North 89°55'52" East 43.40 feet, thence North 25.62 feet, thence East 16.86 feet, thence North 56.05 feet, thence East 23.58 feet, thence North 6.25 feet, thence East 49.92 feet, thence South 21.34 feet, thence South 45°00'00" East 27.88 feet, thence North 45°00'00" East 12.91 feet, thence East 17.72 feet, thence North 19.52 feet, thence East 56.33 feet, thence South 21.28 feet, thence East 19.42 feet, thence North 38.03 feet, thence East 50 feet, thence North 4.75 feet, thence East 53.67 feet, thence South 12.50 feet, thence East 45.25 feet, thence South 12.75 feet, thence South 89°38'39" East 52.97 feet, thence South 54.92 feet, thence West 13.76 feet, thence South 10.67 feet, thence East 25.63 feet, thence South 98.83 feet, thence West 25.63 feet, thence South 7.58 feet, thence East 18.30 feet, thence South 00°01'49" East 55.86 feet, thence West 47.03 feet, thence South 12.05 feet, thence West 94.33 feet, thence North 12.08 feet, thence West 52 feet, thence North 17.39 feet, thence West 10.42 feet, thence South 19.22 feet, thence West 49 feet, thence North 7.83 feet, thence West 47.00 feet, thence North 15.83 feet, thence West 4.78 feet, thence South 89°48'52" West 19.98 feet, thence South 00°11'08" East 18.45 feet, thence West 29.33 feet, thence North 00°15'05" East 60.71 feet, thence North 89°57'42" West 77.74 feet, thence North 26.22 feet, thence West 31.67 feet, thence North 00°22'40" East 66.04 feet to the point of beginning.

PARCEL 2: (15-33-201-006)

Beginning at a point which is South 0°00'42" West along the center Section line 342.74 feet, and South 89°59'18" East 604.30 feet from the North Quarter corner of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, said point also being the Northwest corner of building and running thence North 89°56'37" East 323.40 feet, thence North 00°03'23" West 37.00 feet, thence North 89°56'37" East 22.70 feet, thence South 00°03'23" East 37.00 feet, thence North 89°56'37" East 67.90 feet, thence South 00°03'23" East 226.06 feet, thence South 89°56'37" West 414.00 feet, thence North 00°03'23" West 226.06 feet to the point of beginning.

PARCEL 3: (15-33-201-012-2000 & 15-33-201-012-2001)

Beginning at a point on the East right of way line of 2700 West Street said point being South 89°58'40"

East along the Section line 33.00 feet and South 0°00'44" West along said East right of way line 154.91 feet from the North Quarter corner of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 89°59'21" East 39.00 feet to a point of a curve to the right, the radius point of which is South 89°59'21" East 75.00 feet, thence Northeasterly along the arc of said curve 117.83 feet to a point of tangency, said point being 80.00 feet perpendicularly distant Southerly from the center line of 3500 South Street at Engineer Station 5+97.53 of State Freeway Project I-215, thence South 89°58'40" East 505.72 feet to a point of a curve to the right, the radius point of which is South 5°08'45" West 848.83 feet, said point also being 80.00 feet perpendicularly distant Southerly from the centerline of said 3500 South Street at Engineer Station 11+03.24, thence Southeasterly along the arc of said curve 683.09 feet, thence South 0°01'17" West 19.30 feet, thence South 89°58'40" East 15.68 feet to a point on a curve to the right the radius point of which is South 52°55'58" West 848.83 feet, thence Southeasterly along the arc of said curve 33.77 feet to a point of intersection with a curve to the right, the radius point of which is South 54°01'22" West 768.83 feet, said point of intersection being 80.00 feet radially distant Southwesterly from the centerline of J-6 ramp of Engineer Station 18+00, thence Southeasterly along the arc of said curve 88.48 feet to a point on the East line of the West one-half of the Northeast Quarter of Section 33, thence South along said East line 1469.58 feet to the Southeast corner of the Northeast Quarter of the Southwest Quarter of the Northeast Quarter of said Section 33, thence South 89°57'20" West along the South line of the North one-half of the Southwest Quarter of the Northeast Quarter of said Section 33, 1288.88 feet to the East right of way line of 2700 West Street, thence North 0°00'44" East along said East right of way line 1831.35 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM the following Seven (7) tracts:

TRACT 1:

Beginning at a point which is South 89°56' West along the Quarter Section line 1322.02 feet and North 1483.67 feet and South 89°57' West 121.85 feet from the East Quarter corner of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 89°57' West 216.0 feet, thence North 0°03' West 258.0 feet, thence North 89°57' East 216.0 feet to a point of a 24.0 foot radius curve to the right, thence Southeasterly along the arc of said curve 37.70 feet to a point of tangency, thence South 0°03' East 210.0 feet to a point of a 24.0 foot radius curve to the right, thence Southwesterly along the arc of said curve 37.70 feet to the point of beginning.

TRACT 2:

Beginning at a point which is South 0°00'42" West along the center Section line 1548.84 feet, and South 89°59'18" East 601.21 feet from the North Quarter corner of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, said point also being the Northwest corner of the building, and running thence North 89°59'30" East 477.40 feet, thence South 00°00'30" East 29.69 feet, thence South 89°59'30" West 5.40 feet, thence South 00°00'30" East 40.20 feet, thence North 89°59'30" East 5.40 feet, thence South 00°00'30" East 71.80 feet, thence South 89°59'30" West 56.00 feet, thence South 00°00'30" East 84.00 feet, thence South 89°59'30" West 85.00 feet, thence North 00°00'30" West 28.00 feet, thence South 89°59'30" West 126.20 feet, thence North 00°00'30" West 5.40 feet, thence South 89°59'30" West 82.20 feet, thence South 00°00'30" East 5.40 feet, thence South 89°59'30" West 128.00 feet, thence North 00°00'30" West 57.85 feet, thence North 89°59'30" East 8.40 feet, thence North 00°00'30" West 26.20 feet, thence South 89°59'30" West 2.80 feet, thence North 00°00'30" West 29.75 feet, thence North 89°59'30" East 2.80 feet, thence North 00°00'30" West 26.20 feet, thence South 89°59'30" West 8.40 feet, thence North 00°00'30" West 57.69 feet to the point of beginning.

TRACT 3:

Beginning at a point which is South 0°00'42" West along the center Section line 342.74 feet and South 89°59'18" East 604.30 feet from the North Quarter corner of Section 33, Township 1 South, Range 1

West, Salt Lake Base and Meridian, said point also being the Northwest corner of building and running thence North 89°56'37" East 323.40 feet, thence North 00°03'23" West 37.00 feet, thence North 89°56'37" East 22.70 feet, thence South 00°03'23" East 37.00 feet, thence North 89°56'37" East 67.90 feet, thence South 00°03'23" East 226.06 feet, thence South 89°56'37" West 414.00 feet, thence North 00°03'23" West 226.06 feet to the point of beginning.

TRACT 4:

Less and except any portion lying within the In N Out Subdivision.

TRACT 5:

A parcel of land in fee for Constitution Boulevard (2700 West), being located in the Northeast Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at a point which is South 89°58'40" East 33.00 feet and South 00°00'44" West 154.91 feet from the North Quarter corner of said Section 33, thence along the North line of said property the following two (2) courses and distances: (1) South 89°59'21" East 39.00 feet, (2) thence Northeasterly 62.49 feet along the arc of a 75.00 foot radius curve to the right, chord bears North 23°52'45" East 60.70 feet, thence Southwesterly 18.74 feet along the arc of a 79.34 foot radius curve to the left, chord bears South 32°36'56" West 18.69 feet, thence South 00°01'07" East 254.41 feet, thence South 00°04'06" West 22.90 feet, thence South 03°24'41" West 300.28 feet, thence South 65.28 feet, thence East 5.45 feet, thence South 238.46 feet, thence South 10°11'26" East 20.12 feet, thence South 103.35 feet, thence South 10°08'57" West 51.15 feet, thence South 131.14 feet, thence South 45°00'00" East 23.57 feet, thence South 73.16 feet, thence South 45°00'00" West 23.57 feet, thence South 578.81 feet to the South boundary line of said property, thence South 89°57'20" West 36.07 feet along said South boundary line, thence North 00°00'44" East 1831.03 feet along the West boundary line of said property to the point of beginning.

TRACT 6:

A parcel of land in fee affecting Tax ID No. 15-33-201-009 for the purpose of constructing thereon a roadway known as Project No. S-I215(139), being part of an entire tract of property situate in the Northwest Quarter of the Northeast Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian. The boundary of said parcel of land is described as follows:

Beginning at a point on the existing Westerly right of way and non-access line of a freeway, Interstate Highway I-215, known as Project No. I-215-9(6)297 which point is 260.09 feet perpendicularly distant Westerly from the centerline of the I-215 Alignment of said Project opposite Engineer Station 369+02.20 (Note: said point of beginning is 1319.93 feet South 89°56'00" West along the South line of said Northeast Quarter of Section 33 and 2133.67 feet North 00°04'00" West from the East Quarter corner of said Section 33. Said point is also 260.05 feet perpendicularly distant Westerly from the centerline of the I-215 South Alignment of Project No. S-I215(139), opposite Engineer Station 369+01.78), and running thence South 00°00'14" West along the East line of said entire tract 69.16 feet to the Westerly right of way and non-access line, at a point 264.39 feet perpendicularly distant Westerly from the centerline of the I-215 South Alignment of said Project No. S-I215(139) opposite Engineer Station 368+32.76, and point on a 1397.00 foot radius curve to the left, (Note: radius bears South 64°31'12" West), thence along said new Westerly right of way and non-access line the following three (3) courses: (1) Northwesterly along the arc of said curve 14.57 feet, thence (2) North 26°06'33" West 147.42 feet to a point on a 590.00 foot radius curve to the right, (Note: radius bears North 63°55'20" East), thence (3) Northwesterly along said curve 67.11 feet to a point on the existing right of way and non-access line of Interstate Highway I-215, known as Project No. I-215-9(6)297, which point is 348.49 feet perpendicularly distant Westerly from the centerline of the I-215 Alignment of said Project No. S-I215(139) opposite Engineer Station 370+46.17

(Note: said point is also 348.44 feet perpendicularly distant Westerly from the centerline of the I-215 South Alignment of Project No. S-I215(139), opposite Engineer Station 370+45.76), and point on a 848.83 foot radius curve to the right, (Note: radius bears South 49°36'16" West), thence along said Westerly right of way and non-access line the following five (5) courses: (1) Southeasterly along the arc of said curve 23.11 feet, thence (2) South 00°00'06" West, 19.58 feet, thence (3) South 89°59'54" East 15.30 feet to a point on a 850.65 foot radius curve to the right, (Note: radius bears South 52°50'38" West), thence (4) Southeasterly along the arc of said curve 34.16 feet to a point on a 774.72 foot radius curve to the right, (Note: radius bears South 53°59'30" West), thence (5) Southeasterly along the arc of said curve 87.05 feet to the point of beginning.

(Note: Rotate all bearings in the above descriptions 00°14'45" clockwise to match highway bearings.)

TRACT 7:

Beginning at a point which is 821.85 feet South 89°58'40" East along the Section line and 1026.09 feet South from the North Quarter corner of said Section 33 and running thence North 89°55'52" East 43.40 feet, thence North 25.62 feet, thence East 16.86 feet, thence North 56.05 feet, thence East 23.58 feet, thence North 6.25 feet, thence East 49.92 feet, thence South 21.34 feet, thence South 45°00'00" East 27.88 feet, thence North 45°00'00" East 12.91 feet, thence East 17.72 feet, thence North 19.52 feet, thence East 56.33 feet, thence South 21.28 feet, thence East 19.42 feet, thence North 38.03 feet, thence East 50 feet, thence North 4.75 feet, thence East 53.67 feet, thence South 12.50 feet, thence East 45.25 feet, thence South 12.75 feet, thence South 89°38'39" East 52.97 feet, thence South 54.92 feet, thence West 13.76 feet, thence South 10.67 feet, thence East 25.63 feet, thence South 98.83 feet, thence West 25.63 feet, thence South 7.58 feet, thence East 18.30 feet, thence South 00°01'49" East 55.86 feet, thence West 47.03 feet, thence South 12.05 feet, thence West 94.33 feet, thence North 12.08 feet, thence West 52 feet, thence North 17.39 feet, thence West 10.42 feet, thence South 19.22 feet, thence West 49 feet, thence North 7.83 feet, thence West 47.00 feet, thence North 15.83 feet, thence West 4.78 feet, thence South 89°48'52" West 19.98 feet, thence South 00°11'08" East 18.45 feet, thence West 29.33 feet, thence North 00°15'05" East 60.71 feet, thence North 89°57'42" West 77.74 feet, thence North 26.22 feet, thence West 31.67 feet, thence North 00°22'40" East 66.04 feet to the point of beginning.

PARCEL 4: (15-33-251-007)

Beginning at a point which is South 0°00'42" West along the center Section line 1548.84 feet and South 89°59'18" East 601.21 feet from the North Quarter corner of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, said point also being the Northwest corner of the building and running thence North 89°59'30" East 477.40 feet, thence South 00°00'30" East 29.69 feet, thence South 89°59'30" West 5.40 feet, thence South 00°00'30" East 40.20 feet, thence North 89°59'30" East 5.40 feet, thence South 00°00'30" East 71.80 feet, thence South 89°59'30" West 56.00 feet, thence South 00°00'30" East 84.00 feet, thence South 89°59'30" West 85.00 feet, thence North 00°00'30" West 28.00 feet, thence South 89°59'30" West 126.20 feet, thence North 00°00'30" West 5.40 feet, thence South 89°59'30" West 82.20 feet, thence South 00°00'30" East 5.40 feet, thence South 89°59'30" West 128.00 feet, thence North 00°00'30" West 57.85 feet, thence North 89°59'30" East 8.40 feet, thence North 00°00'30" West 26.20 feet, thence South 89°59'30" West 2.80 feet, thence North 00°00'30" West 29.75 feet, thence North 89°59'30" East 2.80 feet, thence North 00°00'30" West 26.20 feet, thence South 89°59'30" West 8.40 feet, thence North 00°00'30" West 57.69 feet to the point of beginning.

PARCEL 5: (15-33-251-008 & 15-33-251-011)

Beginning at a point on the North line of 3800 South Street which is 396 feet North 89°56'00" East along the Quarter Section line and North 30.00 feet from the center of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 630.31 feet (measured North 0°00'44" East 630.36 feet to a point on the South line of that property defined by a Special Warranty Deed found in

Book 9555, Page 7461), thence East 253.08 feet (measured North 89°57'20" East 252.93 feet along said line to a point on the West property line as defined by said Special Warranty Deed), thence South 0°04'00" East 630.01 feet along an existing fence to the North right of way line of 3800 South Street (measured the following three calls as defined by said Special Warranty Deed South 0°04'00" East 330.16 feet, thence East 1.11 feet, thence South 0°04'00" East 300.83 feet), thence South 89°56'00" West 253.81 feet (measured 254.10 feet) along the North line of 3800 South Street to the point of beginning.

PARCEL 6: (15-33-251-009)

Beginning at a point 660 feet West along the Quarter Section line and North 00°04'00" West 329.969 feet from the Southeast corner of the Southwest Quarter of the Northeast Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence West 12.8 feet, thence North 00°04'00" West 330.016 feet, thence North 89°56'00" East 12.8 feet, thence South 00°04'00" East 330.031 feet to the point of beginning.

PARCEL 7: (15-33-251-010)

Beginning at the Southeast corner of the Southwest Quarter of the Northeast Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 40 rods, thence West 40 rods, thence South 20 rods, thence West 11.69 feet, more or less, to the Northeast corner of that property shown in Quit Claim Deed recorded May 16, 2001, as Entry No. 7897248, in Book 8457, Page 5615, thence along the East line of said property South 0°04' West 330.014 feet, thence East 672.175 feet to the point of beginning.

LESS AND EXCEPTING that portion of subject property disclosed by that certain Special Warranty Deed recorded March 8, 2007, as Entry No. 10027042, in Book 9432, Page 6021, being described as follows:

Commencing at the East Quarter corner of Section 33, Township 1 South, Range 1 West, Salt Lake Meridian, thence North 89°48'37" West 1322.05 feet along Quarter Section line to the point of beginning, thence continuing North 89°48'37" West 442.96 feet, thence North 00°11'23" East 25.00 feet, thence North 89°48'37" West 229.16 feet, thence North 00°14'55" East 15.00 feet, thence South 89°48'36" East 672.15 feet, thence South 00°15'23" West 40.00 feet to the point of beginning.

PARCEL 8: (15-33-276-005)

Beginning at a point South 89°56' West along the Quarter Section line 1273.985 feet and North 0°04' West 33.00 feet and North 0°05'58" West 525.48 feet from the East Quarter corner of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence West 47.09 feet, thence North 278.46 feet, thence East 48.12 feet, thence South 0°12'42" West 278.46 feet to the point of beginning.

PARCEL 9: (15-33-276-007)

Beginning at a point on the North right of way line of 3800 South Street, said point being South 89°56' West along the Quarter Section line 1273.985 feet and North 0°04' West 40.00 feet from the East Quarter corner of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 89°56' West along said North right of way line 48.00 feet, thence North 518.54 feet, thence East 47.09 feet, thence South 0°05'58" East 518.48 feet to the point of beginning.

PARCEL 10: (15-33-276-009)

Beginning on the West right of way and non-access line of State Freeway Project I-215 at a point which is South 89°56' West along the Quarter Section line 1076.295 feet and North 0°04' West 33.00 feet and North 3°35'13" West 805.29 feet from the East Quarter corner of Section 33, Township 1 South, Range 1

West, Salt Lake Base and meridian, and running thence North 3°35'13" West along said right of way and non-access line 553.785 feet, thence North 6°34'37" West along said right of way and non-access line 431.80 feet, thence North 17°00'58" West along said right of way and non-access line 239.87 feet to a point on a 768.83 foot radius curve to the left, the center of which bears South 67°31'22" West from said point, thence Northwesterly along said right of way and non-access line and the arc of said curve 92.67 feet to a point on the West line of the East half of the Northeast Quarter of said Section 33, thence South along said West line 1294.16 feet, thence East 195.31 feet to the point of beginning.

LESS AND EXCEPTING the following tract conveyed to West Valley City by that certain Special Warranty Deed and Reservation of Easement recorded June 9, 2011 as Entry No. 11196032, in Book 9929, Page 9086, of Official Records and described as follows:

A parcel of land in fee affecting Tax ID No. 15-33-276-003 for the purpose of constructing thereon a roadway known as Project No. S-I215(139), being part of an entire tract of property situate in the Northeast Quarter of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian. The boundary of said parcel of land is described as follows:

Beginning at Southeast corner of said entire tract, which is 1124.86 feet South 89°56'00" West along the South line of said Northeast Quarter of Section 33 and 837.05 feet North 00°04'00" West from the East Quarter corner of said Section 33, said point also being 145.05 feet perpendicularly distant Westerly from the centerline of the I-215 Alignment of Project No. S-I215(139), opposite Engineer Station 355+95.62, and running thence North 89°59'46" West along the South line of said entire tract 11.74 feet, thence North 02°05'08" West 148.15 feet to a point of tangency with a 6984.50 foot radius curve to the left, thence Northerly 663.89 feet along the arc of said curve to a point of tangency with a 1397.00 foot radius compound curve to the left, thence Northerly along the arc of said curve, a distance of 169.62 feet to the beginning of the new non-access line to be established by said Special Warranty Deed and Reservation of Easement at a point 188.87 feet perpendicularly distant Westerly from the centerline of the I-215 South Alignment of said Project No. S-I215(139), opposite Engineer Station 365+76.05, thence continuing along said new non-access line to be established by said Special Warranty Deed and Reservation of Easement and the arc of said curve 268.00 feet to the West line of said entire tract, thence departing said new non-access line North 00°00'14" East along said West line 69.16 feet to the Easterly line of said entire tract which point is also the existing Westerly right of way and non-access line to be abandoned by said Special Warranty Deed and Reservation of Easement, Interstate Highway I-215, known as Project No. I-215-9(6)297, said point being 260.09 feet perpendicularly distant Westerly from the centerline of the I-215 South Alignment of said Project No. I-215-9(6)297, opposite Engineer Station 369+02.20, and a point on a 774.72 foot radius curve to the right, (Note: radius bears South 60°25'47" West), thence along said Westerly right of way and non-access line to be abandoned by said Special Warranty Deed and Reservation of Easement the following five (5) courses: (1) Southeasterly along the arc of said curve 1.62 feet to a point on a 768.83 foot radius curve to the right, (Note: radius bears South 60°33'44" West), thence (2) Southeasterly along the arc of said curve 93.41 feet, thence (3) South 17°08'55" East 239.87 feet, thence (4) South 06°35'15" East, 431.82 feet, thence (5) South 03°35'13" East 553.96 feet to the point of beginning.

PARCEL 11: (15-33-276-010)

Beginning at a point on the West right of way and non-access line of State Freeway Project I-215, said point being South 89°56' West along the Quarter Section line 1076.295 feet and North 0°04' West 33.00 feet and North 3°35'13" West 526.29 feet from the East Quarter corner of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence West 165.68 feet, thence North 0°12'42" East 278.46 feet, thence East 147.19 feet to the West right of way line and non-access line of

State Highway Project I-215, thence South 3°35'13" East along said right of way line 279.00 feet to the point of beginning.

LESS AND EXCEPTING the following tract conveyed to West Valley City by that certain Special Warranty Deed and Reservation of Easement recorded June 9, 2011, as Entry No. 11196032, in Book 9929, Page 9086 of Official Records and described as follows:

A parcel of land in fee affecting Tax Id No. 15-33-276-006 for the purpose of constructing thereon a roadway known as Project No. S-I215(139), being part of an entire tract of property situate in the Southeast Quarter of the Northeast Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian. The boundary of said parcel of land is described as follows:

Beginning at Southeast corner of said entire tract which is 1107.76 feet South 89°56'00" West along the South line of said Northeast Quarter of Section 33, and 559.07 feet North 00°04'00" West from the East Quarter corner of said Section 33, said point also being 145.07 feet perpendicularly distant Westerly from the centerline of the I-215 Alignment of Project No. S-I215(139), opposite Engineer Station 353+17.11, and running thence North 89°59'46" West along the South line of said entire tract 19.04 feet, thence North 02°05'08" West 278.14 feet to the North line of said entire tract, thence South 89°59'46" East along said North line 11.74 feet to the East line of said entire tract, which is a point 145.05 feet perpendicularly distant Westerly from the centerline of the I-215 South Alignment of said Project No. S-I215(139), opposite Engineer Station 355+95.62, thence South 03°35'13" East along said East line 278.50 feet to the point of beginning.

PARCEL 12: (15-33-276-011)

Beginning at a point on the West right of way line and non-access line of State Freeway Project I-215 and on the North right of way line of 3800 South Street, said point being South 89°56' West along the Quarter Section line 1076.295 feet and North 0°04' West 33.00 feet and North 3°35'13" West 7.01 feet from the East Quarter corner of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 89°56' West along said North right of way line 197.28 feet, thence North 0°05'58" West 518.48 feet, thence East 165.68 feet to the West right of way line and non-access line of State Highway Project I-215, thence South 3°35'13" East along said right of way line 519.28 feet to the point of beginning.

LESS AND EXCEPTING the following tract conveyed to West Valley City by that certain Special Warranty Deed and Reservation of Easement recorded June 9, 2011, as Entry No. 11196032, in Book 9929, Page 9086, of Official Records and described as follows:

A parcel of land affecting Tax ID No. 15-33-276-008 in fee for the purpose of constructing thereon a roadway known as Project No. S-I215(139), being part of an entire tract of property situate in the Southeast Quarter of the Northeast Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian. The boundary of said parcel of land is described as follows:

Beginning at the Southeast corner of said entire tract, which is 1075.40 feet South 89°56'00" West along the South line of said Northeast Quarter of Section 33 and 33.00 feet North 00°04'00" West and 7.01 feet North 03°35'13" West from the East Quarter corner of said Section 33, said point also being the intersection of the Westerly right of way and non-access line of I-215 and the Northerly right of way of 3800 South Street which point is 145.11 feet perpendicularly distant Westerly from the centerline of the I-215 Alignment of Project No. S-I215(139), opposite Engineer Station 347+97.06, and running thence South 89°56'00" West 62.33 feet along the South line of said entire tract, thence North 35°54'57" East 48.14 feet, thence North 02°05'08" West 480.43 feet, thence South 89°59'46" East 19.04 feet to the East

line of said entire tract, which point is 145.07 feet perpendicularly distant Westerly from the centerline of the I-215 South Alignment of said Project No. S-1215(139), opposite Engineer Station 353+17.11, thence South 03°35'13" East along said East line 520.05 feet to the point of beginning.

PARCEL 13: (15-33-201-013)

A parcel of land situate in the West half of the Northeast Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, the boundaries of said parcel of land are described as follows:

Beginning at a point which is 821.85 feet South 89°58'40" East along the Section line and 1026.09 feet South from the North Quarter corner of said Section 33 and running thence North 89°55'52" East 43.40 feet, thence North 25.62 feet, thence East 16.86 feet, thence North 56.05 feet, thence East 23.58 feet, thence North 6.25 feet, thence East 49.92 feet, thence South 21.34 feet, thence South 45°00'00" East 27.88 feet, thence North 45°00'00" East 12.91 feet, thence East 17.72 feet, thence North 19.52 feet, thence East 56.33 feet, thence South 21.28 feet, thence East 19.42 feet, thence North 38.03 feet, thence East 50 feet, thence North 4.75 feet, thence East 53.67 feet, thence South 12.50 feet, thence East 45.25 feet, thence South 12.75 feet, thence South 89°38'39" East 52.97 feet, thence South 54.92 feet, thence West 13.76 feet, thence South 10.67 feet, thence East 25.63 feet, thence South 98.83 feet, thence West 25.63 feet, thence South 7.58 feet, thence East 18.30 feet, thence South 00°01'49" East 55.86 feet, thence West 47.03 feet, thence South 12.05 feet, thence West 94.33 feet, thence North 12.08 feet, thence West 52 feet, thence North 17.39 feet, thence West 10.42 feet, thence South 19.22 feet, thence West 49 feet, thence North 7.83 feet, thence West 47.00 feet, thence North 15.83 feet, thence West 4.78 feet, thence South 89°48'52" West 19.98 feet, thence South 00°11'08" East 18.45 feet, thence West 29.33 feet, thence North 00°15'05" East 60.71 feet, thence North 89°57'42" West 77.74 feet, thence North 26.22 feet, thence West 31.67 feet, thence North 00°22'40" East 66.04 feet to the point of beginning.

SAID PARCELS 1 THRU 13 ALSO DESCRIBED BY SURVEY AS:

BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY LINE OF 2700 WEST STREET, SAID POINT BEING S 0°00'44" W ALONG THE SECTION LINE 115.16 FEET; AND S 89°59'16" E 86.49 FEET FROM THE NORTH QUARTER CORNER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING ON A 79.34 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT WHICH RADIUS BEARS S 64°09'04" E; AND RUNNING THENCE ALONG THE ARC OF SAID CURVE 18.73 FEET THROUGH A CENTRAL ANGLE OF 13°31'41" TO THE POINT OF A 75.00 FOOT RADIUS COMPOUND CURVE WHICH RADIUS BEARS S 42°15'22" E; THENCE ALONG THE ARC OF SAID CURVE 55.35 FEET THROUGH A CENTRAL ANGLE OF 42°16'57" TO A POINT ON THE SOUTH RIGHT-OF-WAY OF 3500 SOUTH STREET, SAID POINT BEING 80.00 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM THE CENTER LINE OF 3500 SOUTH STREET AT ENGINEER STATION 5+97.53 OF STATE FREEWAY PROJECT I-215; THENCE S 89°58'40" E ALONG SAID RIGHT-OF-WAY 505.72 FEET TO A POINT ON A 848.83 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT WHICH RADIUS BEARS S 05°08'45" W, SAID POINT ALSO BEING 80.00 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM THE CENTERLINE OF SAID 3500 SOUTH STREET AT ENGINEER STATION 11+03.24; THENCE ALONG THE ARC OF SAID CURVE 659.83 FEET THROUGH A CENTRAL ANGLE OF 44°32'18" TO A POINT ON A 590.00 FOOT RADIUS REVERSE NON-TANGENT CURVE WHICH RADIUS BEARS N 70°41'08" E, SAID POINT ALSO BEING 348.49 FEET PERPENDICULARLY DISTANT WESTERLY FROM THE CENTERLINE OF THE I-215 ALIGNMENT OPPOSITE ENGINEER STATION 370+46.17; THENCE ALONG THE ARC OF SAID CURVE 69.64 FEET THROUGH A CENTRAL ANGLE OF 6°45'48"; THENCE S 26°06'33" E 147.42 FEET TO A POINT ON A 1397.00 FOOT NON-TANGENT RADIUS CURVE TO THE RIGHT WHICH RADIUS BEARS S 64°05'25" W; THENCE ALONG THE ARC OF SAID CURVE 448.36 FEET THROUGH A

CENTRAL ANGLE OF 18°23'19" TO A POINT ON A 6984.50 FOOT RADIUS COMPOUND CURVE; THENCE ALONG THE ARC OF SAID CURVE 663.89 FEET THROUGH A CENTRAL ANGLE OF 5° 26'46"; THENCE S 02°04'30" E 906.72 FEET; THENCE S 35°54'57" W 47.76 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF 3800 SOUTH STREET; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES; (1) S 89°56'00" W 855.04 FEET; (2) THENCE S 0°04'00" E 10.00 FEET; (3) THENCE S 89°56'00" W 253.81 FEET; THENCE N 0°00'44" E 632.25 FEET; THENCE S 89° 57'20" W 326.93 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF 2700 WEST STREET; THENCE NORTH ALONG SAID RIGHT-OF-WAY 14.59 FEET TO A POINT ON THE SOUTH BOUNDARY LINE OF A PARCEL MORE PARTICULARLY DESCRIBED IN DOCUMENT NO. 10874708, RECORDED AND ON FILE IN THE SALT LAKE COUNTY RECORDERS OFFICE; THENCE ALONG SAID PARCEL THE FOLLOWING THREE (3) COURSES; (1) N 89°57'20" E 201.50 FEET; (2) THENCE N 0°00'44" E 151.50 FEET; (3) THENCE S 89°57'20" W 201.53 FEET TO A POINT ON SAID 2700 WEST STREET RIGHT-OF-WAY; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING FOURTEEN (14) COURSES; (1) NORTH 412.73 FEET; (2) THENCE N 45°00'00" E 23.57 FEET; (3) THENCE NORTH 73.16 FEET; (4) THENCE N 45°00'00" W 23.57 FEET; (5) THENCE NORTH 131.14 FEET; (6) THENCE N 10°08'57" E 51.15 FEET; (7) THENCE NORTH 103.35 FEET; (8) THENCE N 10°11'26" W 20.12 FEET; (9) NORTH 238.46 FEET; (10) THENCE WEST 5.45 FEET; (11) THENCE NORTH 65.28 FEET; (12) THENCE N 3° 24'41" E 300.28 FEET; (13) N 0°04'06" E 22.90 FEET; (14) THENCE N 0°01'07" W 254.41 FEET TO THE POINT OF BEGINNING.

PARCEL

14:

Benefits, if any, accruing pursuant to the following:

Covenants, Conditions, Restrictions, Easements, and assessments, if any, recorded March 18, 1976 as Entry no. 2795779, in Book 4139, Page 88, of Official Records.

Construction, Operation and Reciprocal Easement Agreement, recorded July 17, 2006, as Entry No.

9784299, in Book 9322, Page 7622, of Official Records,

First Amendment To Construction, Operation and Reciprocal Easement Agreement, recorded June 30, 2009, as Entry No. 10744097, in Book 94761, Page 6810, of Official Records.

Amendment To Construction, Operation and Reciprocal Easement Agreement, recorded June 9, 2011, as Entry No. 11196035, in Book 99219, Page 9110, of Official Records.

Declaration of Easements and Restrictions, recorded January 7, 2010, as Entry No. 10874704, in Book 9795, Page 1537, of Official Records.

Reciprocal Easement Agreement and Affidavit, recorded January 7, 11, 2010, as Entry No. 10875986, in Book 9705, Page 8075 of Official Records.

Reciprocal Easement Agreement, recorded January 7, 2010, as Entry No. 10874705, in Book 9795, in Page 1629, of Official Records.

Reciprocal Easement Agreement and Affidavit, recorded January 11, 2010, as Entry No. 10875986, in Book 9795, Page 8075, of Official Records.

Tax ID Number: 15-33-201-014, 15-33-201-006, 15-33-201-012-2000, 15-33-201-012-2001,

15-33-251-007, 15-33-251-008, 15-33-251-011, 15-33-251-009, 15-33-251-010, 15-33-276-005,

15-33-276-007, 15-33-276-009, 15-33-276-010, 15-33-276-011, and 15-33-201-013

LESS AND EXCEPTING

Real property in the City of West Valley City, County of Salt Lake, State of Utah, described as follows:

PARCEL 1:

(PART OF 15-33-276-009-0000):

A part of the Northeast Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a point on the West Line of the Frontage Road along the West Side of Interstate Highway I-215 located 1304.94 feet South $0^{\circ}15'27''$ West along the Quarter Section Line; and 1477.68 feet South $89^{\circ}44'33''$ East from the North Quarter Corner of said Section 33; and running thence Southerly along the arc of a 6984.50 foot radius curve to the right a distance of 316.34 feet (Center bears South $85^{\circ}14'21''$ West, Central Angle equals $2^{\circ}35'42''$ and Long Chord bears South $3^{\circ}27'48''$ East 316.31 feet) along said West Line of the Frontage Road; thence South $87^{\circ}35'01''$ West 150.54 feet; thence North $5^{\circ}27'53''$ West 257.62 feet; thence North $0^{\circ}14'42''$ East 57.27 feet; thence North $86^{\circ}55'13''$ East 155.81 feet to the point of beginning.

APN: 15-33-276-009-0000

Exhibit "B"
to Supplemental Declaration of Covenants and Restrictions

Legal Description of the Hotel Parcel

Exhibit B to Exhibit C

1

Exhibit "B"

Legal Description

Real property in the City of West Valley City, County of Salt Lake, State of Utah, described as follows:

PARCEL 1:

(PART OF 15-33-276-009-0000):

A part of the Northeast Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a point on the West Line of the Frontage Road along the West Side of Interstate Highway I-215 located 1304.94 feet South $0^{\circ}15'27''$ West along the Quarter Section Line; and 1477.68 feet South $89^{\circ}44'33''$ East from the North Quarter Corner of said Section 33; and running thence Southerly along the arc of a 6984.50 foot radius curve to the right a distance of 316.34 feet (Center bears South $85^{\circ}14'21''$ West, Central Angle equals $2^{\circ}35'42''$ and Long Chord bears South $3^{\circ}27'48''$ East 316.31 feet) along said West Line of the Frontage Road; thence South $87^{\circ}35'01''$ West 150.54 feet; thence North $5^{\circ}27'53''$ West 257.62 feet; thence North $0^{\circ}14'42''$ East 57.27 feet; thence North $86^{\circ}55'13''$ East 155.81 feet to the point of beginning.

APN: 15-33-276-009-0000

Exhibit "C"
to Supplemental Declaration of Covenants and Restrictions

Exclusive Rights

<u>TENANT</u>	<u>EXCLUSIVE</u>
2 Love	NLA
Accessory Shop	NLA
Asian Apps	NLA
Bath & Body Works	None.
Bazaar, The	NLA
Bed Bath & Beyond	<p>Section 13.2.1. Subject to the rights of tenants under the Existing Leases, Landlord shall not lease, rent or occupy or permit any other premises in the Shopping Center or on any "Related Land" (hereinafter defined) to be occupied, whether by a tenant, sublessee, assignee, licensee or other occupant or itself, for the storage, sale, rental or distribution, at retail or at wholesale, either singly or in any combination, of items contained in any of the following respective categories of merchandise: (a) linens and domestics; (b) bathroom items (excluding plumbing hardware); (c) housewares (excluding furniture, and major appliances or 'white goods'); (d) frames and wall art (provided that a fine art gallery shall not be precluded); (e) window treatments; and/or (f) closet, shelving and storage items (which items, either singly or in any combination, are hereinafter referred to as the "Exclusive Items").</p> <p>As used in this Lease, the term "Related Land" shall mean any land contiguous or adjacent to the Shopping Center (including, without limitation, any land that would be contiguous or adjacent to the Shopping Center but for any intervening road, street, alley or highway) owned or controlled by Landlord or its Affiliate(s). Notwithstanding the foregoing, any tenant or subtenant in the Shopping Center or the Related Land shall have the right to utilize its respective premises for the sale, rental and/or distribution of Exclusive Items within an aggregate area (which shall include an allocable portion of the aisle space adjacent to such storage, sales, rental and/or distribution area) not to exceed the lesser of (x) five percent. (5%) of the Floor Area of such tenant's or subtenant's premises, or (y) two thousand (2,000) square feet of Floor Area within such tenant's or subtenant's premises. [For example only,</p>

Exhibit C to Exhibit C

<u>TENANT</u>	<u>EXCLUSIVE</u>
	a tenant occupying premises containing a total of five thousand (5,000) square feet of Floor Area could sell Exclusive Items (either singly or in any combination) so long as the aggregate area within its entire demised premises in which any and all Exclusive Items are sold or stored shall not exceed two hundred fifty (250) square feet.]
Bella	NLA.
Boost Mobile	NLA.
Brow Spa	None
C & C Communications	None
Café Rio	Section 25.22. Landlord shall not hereafter lease any store space within the “Exclusive Area” as shown on Exhibit A during the Term to a tenant whose primary business is the operation of any restaurant primarily selling Mexican or Tex-Mex style dishes (“Exclusive Use”). As used herein, “primary business” means the sale of such items such that (i) the gross sales from the sale of such items from such tenant’s premises exceed twenty-five percent (25%) of all gross sales from the sale of all goods and/or services from such premises in any calendar year, and (ii) more than twenty-five percent (25%) of a tenant’s menu items consist of the sale of such items.
Café Zupas	Section 7.03. Landlord covenants and agrees that, so long as no Event of Default by Tenant has occurred and is continuing beyond any applicable cure periods under this Lease, from and after the Rent Commencement Date Landlord will not lease space in the Shopping Center to Paradise Bakery, Corner Bakery, Panera Bakery, Atlanta Bread Company, Apple Spice Junction, Jason’s Deli, Kneaders Bakery, or Sweet Tomatoes (the “Restricted Operators”), or to any operator with business operations in the Shopping Center substantially similar (primarily serving soups, salads and sandwiches) to that of any Restricted Operator, unless otherwise authorized by Tenant in writing (“Tenant’s Exclusive”). Except as to the Restricted Operators, Tenant’s Exclusive shall not apply to any business in the Shopping Center primarily in the business of selling bagels or bagel sandwiches, wraps, gyros, hamburgers, or ethnic food, defined herein as foods derived primarily from cultures other than North American (excluding Mexico) and western European, including, but not limited to,

Exhibit C to Exhibit C

<u>TENANT</u>	<u>EXCLUSIVE</u>
	<p>Mexican, South and Central American, Asian, African, Middle Eastern and Eastern European. Likewise, except as to the Restricted Operators, Tenant's Exclusive shall not apply to any of the following, regardless of menu items: (i) Jimmy John's Gourmet Sandwiches, Subway Sandwiches, Quizno's or Firehouse Subs, or any business operation which is substantially similar to any of the operations identified in this clause (i); (ii) any business that occupies less than 2,000 square feet of Gross Leasable Area; (iii) any business that exclusively provides only full table service, and does not offer counter service in the Shopping Center or in any other of such business operator's locations; (iv) any Shopping Center premises or occupant occupying 10,000 square feet or more of Gross Leasable Area; (v) any occupant of the Mall; (vi) any existing Shopping Center occupant whose lease, as of the date of the Effective Date (a) does not prohibit their premises from being used in violation of Tenant's Exclusive Use, (b) does not require Landlord's consent for a change in use, or (c) requires Landlord's consent for a change in use, but Landlord is not entitled to withhold such consent in the circumstances; or (vii) the successor or assign of any of the tenants or occupants of the Shopping Center allowed pursuant to (ii), (iii), (iv), (v) or (vi) above.</p>
Castro Sports	NLA.
Century Dental West	NLA.
Charley Salon	NLA.
Children's Place	<p>Section 8.1. Notwithstanding anything contained to the contrary herein, Landlord shall not, within one hundred (100) feet of the Premises, permit a tenant or other occupant to sell children's apparel (the "<u>Protected Use</u>"). The foregoing use restriction shall not apply to: (i) retail tenants with premises equal to or greater than ten thousand (10,000) square feet; or (ii) any tenant or occupant engaging in the Protected Use pursuant to a lease or other occupancy agreement executed prior to the date of this Lease. In the event the foregoing use restriction is Violated, Landlord shall use best efforts to discontinue the violation promptly upon notice of the violation.</p>
Chinese Gourmet	NLA
Churros Ole & Pizzeria	NLA

Exhibit C to Exhibit C

<u>TENANT</u>	<u>EXCLUSIVE</u>
Cinemark	Section 2.02 (I) Dollar Theatre: Tenant's Exclusive. Landlord agrees to the following: when the existing lease for the dollar/discount Cinemark theater currently operating in the Shopping Center expires (December 31, 2017), Landlord will not thereafter lease that portion or any other portion of the Shopping Center for the purposes of showing either first run or discount movies to the public. Additionally, Landlord shall not approve any request by such dollar/discount Cinemark theatre tenant to expand the existing Cinemark premises.
Claire's	None
Costco	Section 1.7. Neither Lessor, nor any subsidiary, affiliate, parent or other entity which controls, is controlled by, or is under common control with Lessor (collectively "Lessor's Entities") shall allow any portion of any property owned (now or in the future) by any of Lessor's Entities within the Valley Fair Mall in West Valley City, Utah (collectively, "Lessor's Property") to be used or operated as a "Wal-Mart" store, or "Wai-Mart Supercenter", or any other store operated under the "Wal-Mart" brand, including (without limitation) "Sam's Club", or as any other membership warehouse club. Lessee shall have the right to record a document containing this restrictive covenant against Lessor's Property (whether currently owned or acquired after the date of this Lease by Lessor or any other of Lessor's Entities) and Lessor (or other Lessor's Entities, as applicable) shall cooperate with Lessee in recording such document.
CupBop	Section 7.07. (A) Landlord shall not hereafter lease any store space within the Shopping Center during the Term to a tenant who operates a fast-casual restaurant whose primary business is the sale of Korean food ("Exclusive Use"). As used herein, "primary business" means the sale of Korean food items exceeds fifty-one percent (51 %) of all gross sales from the sale of all goods and/or services from such premises in any calendar year, and more than fifty-one percent (51%) of a tenant's menu items consist of Korean food items. (B) Tenant expressly understands that the immediately preceding Paragraph does not apply to (i) presently existing leases, or to successors or assigns of tenants under such existing leases or to any lease renewals, expansions, extensions, relocations or replacements of such tenants, or (ii) new leases with Major Stores.
Dallana Fashion	NLA

Exhibit C to Exhibit C

<u>TENANT</u>	<u>EXCLUSIVE</u>
Dallana Men	NLA
DC Western Wear	NLA
Dairy Queen	None
Deseret Book Company	None
Diamond Wireless	None
Edible Arrangements	<p>Section 7.06 (A) Landlord shall not hereafter lease any store space within the Shopping Center during the Term to a tenant whose primary business is the sale of the sale of fruit-based decorative products, floral shaped and sculptured fruit arrangements, and fruit dipped in assorted flavors ("<u>Exclusive Use</u>"). As used herein, "primary business" means the sale of such items from more than twenty-five percent (25%) of all gross sales from the sale of all goods and/or services from such premises in any calendar year. (B) Tenant expressly understands that the immediately preceding Paragraph does not apply to (i) presently existing leases, or to successors or assigns of tenants under such existing leases or to any lease renewals, expansions, extensions, relocations or replacements of such tenants, or (ii) new leases with tenants occupying 5,000 square feet or more.</p>
Family Shoe Outlet	NLA
Famous Footwear	<p>Section 2.02(E). Landlord and Tenant agree that it is to the mutual benefit of both parties and the Shopping Center as a whole to establish and maintain a mixture of retail stores with a balanced and diversified selection of merchandise, goods and services within the Shopping Center. Subject to the exclusions to this provision set forth in (i)-(iv) below, Landlord covenants, warrants, and agrees that it has not (except for leases set forth in Exhibit G), and that it shall not, throughout the term hereof, enter into any lease in this Shopping Center which permits the tenant to devote more than fifteen percent (15%) of its gross leasable area to the open-stock sale of branded shoes or other branded footwear, nor permit any tenant or occupant doing the same, except that Landlord (and other tenants and occupants) may lease space to (i) Payless ShoeSource, DSW and Off-Broadway, or their successors-in-interest, (ii) tenants occupying less than 3,500 square feet of Gross Leasable Area or more than 18,000 square feet of Gross Leasable</p>

Exhibit C to Exhibit C

<u>TENANT</u>	<u>EXCLUSIVE</u>
	<p>Area in the Shopping Center under a single trade name, (iii) any existing Shopping Center tenant ("Existing Tenant") whose lease, as of the date of this Lease, (a) does not prohibit the subject premises from being used in violation of the above exclusive use of Tenant, (b) does not require Landlord's consent for a change in use, or (c) requires Landlord's consent for a change in use, but Landlord is not entitled to withhold such consent in the circumstances; or (iv) the successor or assign of any of the tenants or occupants of the Shopping Center allowed pursuant to (i) through (iii) above. Notwithstanding the foregoing, if Landlord has the right under the circumstances pursuant to an Existing Tenant's lease to withhold its consent to a change in use or an assignment or sublease and the proposed change in use or an assignment or sublease and the proposed change in use or the use of the proposed assignee or sublessee of such Existing Tenant would violate Tenant's exclusive use, then Landlord shall not grant its consent to the proposed assignment or sublease. A list of the Existing Tenants is attached as Exhibit G. Landlord makes no warranty or representation regarding the content of Existing Tenants' leases.</p>
Fanzz	<p>Renewal and Amendment of Lease No. 3, Paragraph 10. Landlord shall not lease to any tenant whose primary use is the retail sale of licensed athletic apparel, excluding headwear, provided Tenant (i) shall not be in default under the Lease beyond any applicable cure period; (ii) continuously operates its business; and (iii) operates its business as set forth under the Lease. In the event Tenant fails to operate its business as set forth under the Lease, Landlord shall give Tenant seven (7) days written notice to cure. Tenant's Use shall not apply to any leases entered into on or before the Execution Date or to any existing tenants, their successors or assigns on or before the Execution Date nor to any tenant occupying space equal to or in excess of twelve thousand (12,000) square feet.</p> <p>Expansion Amendment, Paragraph 6. Notwithstanding anything contained in the Lease, Paragraph 10 of the Third Modification is hereby amended by adding the words and symbols "excluding headwear" after the phrase "licensed athletic apparel."</p>
FootAction USA	<p>Article 3.4.1. Subject to the conditions set forth below, provided that Tenant is open and operating and not in default of any term, condition, or covenant beyond all applicable notice and cure periods, Landlord covenants that beginning on the Effective Date it will not permit the use of any property at the Shopping Center, (including the use by any lessee, subtenant, assignee or licensee</p>

Exhibit C to Exhibit C

<u>TENANT</u>	<u>EXCLUSIVE</u>
	pursuant to or permitted by any lease arising after the Effective Date) for the conduct of any store, business, trade, or profession (whether separately or as part of another entity) that is engaged in, as its primary business purpose, the retail sale of athletic shoes and related accessories, and, incidental thereto, athletic apparel (" <u>Competing Use</u> ").
Foot Locker	None
Fraganza	NLA
Fruity's	NLA
Game Grid	NLA
Game Peddler	NLA
GNC	None.
Greek Kabob	NLA
H&R Block	Section 36. (A). Landlord shall not hereafter lease any store space within the Exclusive Area set forth in Exhibit A-I attached hereto during the Term to a tenant whose primary business is providing tax preparation electronic tax return filing services (" <u>Exclusive Use</u> "). As used herein, "primary business" means the provision of such services such that the gross sales from the sale of such services exceed fifty-one percent (51 %) of all gross sales from the sale of all goods and/or services from such premises in any calendar Year; (B) Tenant expressly understands that the immediately preceding Paragraph does not apply to (i) presently existing leases, or to successors or assigns of tenants under such existing leases or to any lease renewals, expansions, extensions, relocations or replacements of such tenants, or (ii) new leases with Major Store.
Hammond Toy & Hobby	NLA
Hot Dog on a Stick	None.
Invisible Shield	NLA
Jamba Juice	Section 2.01(J). During the Primary Term, and during any Extended Terms, if exercised, as long as Tenant is not in default beyond any applicable notice and cure periods under this Lease,

Exhibit C to Exhibit C

<u>TENANT</u>	<u>EXCLUSIVE</u>
	Landlord shall not lease or sell any parcel within the Shopping Center to another smoothie-branded store. Smoothie-branded stores include by way of example, but without limitation, Smoothie King, Red Mango, Kiva Juice, Roxbury Smoothies, and any other business whose primary menu is the sale of smoothies ("Tenant's Exclusive Use"). Such exclusive use shall not apply or be applicable to: (i) any tenant or owner occupying more than 3,000 square feet of Gross Leasable Area in the Shopping Center under a single trade name; (ii) any existing tenant of the Shopping Center ("Existing Tenant") whose lease, as of the Effective Date (a) does not prohibit the leased premises from being use in violation of Tenant's Exclusive Use, (b) does not require Landlord's consent for a change in use, or (c) requires Landlord's consent for a change in use, but Landlord is not entitled to withhold such consent in the circumstances; (iii) the successor or assign of any of the tenants or occupants of the Shopping Center allowed pursuant to subsection (i) and (ii) above, (iv) any tenant or occupant of the Mall, or (v) any tenant or occupant of any area within the Shopping Center east of the Mall.
JB Variety	NLA
JC Penney	Landlord shall not lease another department store other than ZCMI. Tenant has right to approve all tenants requiring 20,000 square feet.
J&D Gifts	NLA
Jimmy John's	Section 7.03 Exclusive. Landlord covenants and agrees that, so long as no Event of Default by Tenant has occurred and is continuing beyond any applicable cure periods under this Lease, from and after the Rent Commencement Date, Landlord will not lease space in the Shopping Center to Subway Sandwiches, Quizno's, or Firehouse Subs (the " <u>Restricted Operators</u> "), or to any operator with business operations in the Shopping Center substantially similar to that of any Restricted Operator, unless otherwise authorized by Tenant in writing (" <u>Tenant's Exclusive</u> "). Except as to the Restricted Operators, Tenant's Exclusive shall not apply to any business in the Shopping Center primarily in the business of selling bagels or bagel sandwiches, wraps, gyros, hamburgers, or ethnic food, defined herein as foods derived primarily from cultures other than North American (excluding Mexico) and Western European, including, but not limited to, Mexican, South and Central American, Asian, African, Middle Eastern and Eastern European. Likewise,

Exhibit C to Exhibit C

<u>TENANT</u>	<u>EXCLUSIVE</u>
	<p>Tenant's Exclusive shall not apply to any of the following, regardless of menu items: (i) Café Zupas, Paradise Bakery, Corner Bakery, Panera Bakery, Atlanta Bread Company, Apple Spice Junction, Jason's Deli, Kneaders Bakery, or Sweet Tomatoes, or any business operation which is substantially similar to any of the operations identified in this clause (i); (ii) any Shopping Center premises or occupant occupying 3,200 square feet or more of Gross Leasable Area under a single trade name; (iii) any business that exclusively provides only full table service, and does not offer counter service in the Shopping Center or in any other of such business operator's locations; (iv) any occupant of the interior of the Mall and/or the food court therein; (v) any existing Shopping Center occupant whose lease, as of the date of the Effective Date (a) does not prohibit their premises from being used in violation of Tenant's Exclusive, (b) does not require Landlord's consent for a change in use, or (c) requires Landlord's consent for a change in use, but Landlord is not entitled to withhold such consent in the circumstances; or (vi) the successor or assign of any of the tenants or occupants of the Shopping Center allowed pursuant to (i), (ii), (iii), (iv) and (v) above.</p>
Journeys	None
Kid's Fashion	NLA
LA Cuts	NLA
Larry H. Miller Theatres	<p>Section 2.02. (I) Dollar Theatre/Tenant's Exclusive. Landlord agrees to the following: when the existing lease for the dollar/discount Cinemark theater currently operating in the Shopping Center expires (December 31, 2017), Landlord will not thereafter lease that portion or any other portion of the Shopping Center for the purposes of showing either first run or discount movies to the public. Additionally, Landlord shall not approve any request by such dollar/discount Cinemark theatre tenant to expand the existing Cinemark premises.</p>
Living Secure Insurance	NLA
Luna Creations	NLA
Mobile Source	None
Moda Bella	NLA

Exhibit C to Exhibit C

<u>TENANT</u>	<u>EXCLUSIVE</u>
Mongolian Grill	NLA
Morellos Family Jewelry	NLA
Morgan's Jewelers	None
Ms. Cavanaugh's Candies	NLA
Nerd Store	NLA
Nikki's Bridal	NLA
Olive Garden	During the TERM of this LEASE, LANDLORD will not permit any property owned, leased, or controlled by LANDLORD in the CENTER other than the PREMISES to be used or conveyed for use as a restaurant featuring or specializing in the sale, at retail, of Italian food in a manner similar to TENANT's "Olive Garden" concept, as such concept exists as of the EFFECTIVE DATE. Featuring or specializing, for the purpose of this provision, means that non-pizza Italian items comprise more than 25% of the menu offerings. This restriction will not be applicable (i) to the sale of unprepared foods intended for off-premises consumption and (ii) any tenants or occupants existing in the CENTER as of the EFFECTIVE DATE (including their assignees or replacements provided there is no change of use upon transfer to said assignee or replacement) except to the extent LANDLORD has consent rights over a change of use by such tenant or occupant in which case LANDLORD agrees not to approve a change in use in violation of TENANT's Italian exclusive. This restriction shall only apply to full-service, sit-down operations, and shall not be applicable to (i) counter-service only operations in any "food court" located in the CENTER, (ii) any tenant or occupant who leases a single building or contiguous portion thereof in excess of 20,000 square feet except to the extent LANDLORD has consent rights over such change in use in which case LANDLORD agrees to withhold its consent.
Osaka Japan III	None.
Passion Nails	None
Payless Shoes	None
Perfect Eyebrows	None.

Exhibit C to Exhibit C

<u>TENANT</u>	<u>EXCLUSIVE</u>
PETCO	Section 10 (a). <u>Non-Competition</u> . Landlord covenants and agrees that during the term of this Lease and so long as Tenant has not ceased to operate for business for all aspects of the Pet Related Uses in the Premises for a period in excess of ninety (90) consecutive days for any reason other than alterations, casualty, condemnation or any other reason beyond Tenant's reasonable control, Tenant shall have the exclusive right to engage in the Pet Related Uses in the Shopping Center, or any property within one (1) mile of the Shopping Center owned, managed and/or controlled by Landlord or any affiliate of Landlord except for incidental sales; provided, however, (i) in no event shall an existing tenant in the Shopping Center be restricted by the foregoing so long as such existing lease for such existing tenant will permit (or not prohibit) such tenant to engage in such use which is otherwise restricted by this Paragraph 10(a) and (ii) in no event shall this Paragraph 10(a) limit or restrict the rights of any occupant of the Shopping Center leasing at least eighty thousand (80,000) square feet of contiguous leasable floor area therein. Incidental sales shall mean the sale or display for sale of such items or services not as the primary use of the competing tenant and taking up no more than five hundred (500) square feet of floor area.
Photos on Fleek	None.
Pizza Rev	Section 25.22. A. Tenant shall have the exclusive right to operate a quick-service, fast-casual restaurant with the primary business of preparing, selling and serving pizzas, within the "Exclusive Area" as shown on Exhibit A during the Term ("Exclusive Use"), AB used herein, "primary business" means the sale of such items such that (i) the gross sales from the sale of such items from such tenant's premises exceed fifty-one percent (51 %) of all gross sales from the sale of all goods and/or services from such premises in any calendar year, and (ii) more than fifty-one percent (51%) of a tenant's menu items consist of the sale of such items; (B) Tenant expressly understands that the immediately preceding Paragraph does not apply to. presently existing leases, or to successors or assigns of tenants under such existing leases or to any lease renewals, expansions, extensions, or relocations of such tenants.
Popcorn Cottage	None
Pretzelmaker	None

Exhibit C to Exhibit C

<u>TENANT</u>	<u>EXCLUSIVE</u>
Pro Image Sports	None
Red Robin	None
Rice Village	NLA.
Ross	None
Rue 21	None
Rumbi Island Grill	<p>Section 1.07. During the Term and any extensions thereof, and so long as Tenant is not in default of any of its obligations under this Lease, Landlord will not, nor will Landlord permit any other tenants of the Shopping Center to have a menu where the following entre items constitute more than 25% of the entre items available on its menu: island rice bowls, island cuisine (Caribbean, Hawaiian, Jamaican, South Pacific /Oceania foods), island teriyaki dishes and gourmet island salads without tenant's prior written consent ("Tenant's Exclusive"). Tenant's Exclusive shall not apply or be applicable to: (i) any tenant or owner occupying more than 5,000 square feet of Gross Leasable Area under a single trade name; (ii) any existing tenant of the Shopping Center ("Existing Tenant") whose lease, as of the Effective Date (a) does not prohibit the leased premises from being used in violation of Tenant's Exclusive Use; (b) does not require Landlord's consent for a change in use, or (c) requires Landlord's consent for a change in use, but Landlord is not entitled to withhold such consent in the circumstances; (iii) the successor or assign of any of the tenants or occupants of the Shopping Center allowed pursuant to subsection (i) or (ii) above; (iv) any tenant or occupant of the Mall or food court; or (v) the preparation, sale or service of south Asian and east Asian cuisines, including, without limitation, Chinese, Japanese, Korean, Southeast Asian, Indonesian or Indian cuisine.</p>
Ryans Custom Jewélry	NLA
Saigon Bistro	<p>Article 16D. Except for the premises identified on the Site Plan as "Major Tenant" and any lease, license or concession agreement executed prior to the Date of this Lease, and any amendment, modification, extension, expansion, renewal or replacement thereof, Landlord shall not, during the initial Lease Term, lease or rent any other premises within the Food Court portion of the Shopping Center to a tenant or occupant who will (i) use such</p>

Exhibit C to Exhibit C

<u>TENANT</u>	<u>EXCLUSIVE</u>
	premises primarily for (i.e., more than ten percent (10%) of Gross Sales are derived from) the sale of Vietnamese-themed food, or (ii) use the trade name "Saigon Bistro".
Shoes 2 Love.	NLA
Shubach Jewelers	None
Spring Mobile	Section 7.03. Landlord covenants and agrees that, so long as Tenant is not in default beyond any applicable cure periods under this Lease, from and after the Effective Date Landlord will not lease more than one (1) space in that portion of the Shopping Center shown on the Site Plan as the "Tenant Exclusive Area" for the primary purpose of selling wireless telephones and related accessories (the "Exclusive Use"). Notwithstanding anything to the contrary contained herein, in no event shall the foregoing covenant apply to: (i) any premises or operator in the Shopping Center occupying ten thousand (10,000) square feet or more of Gross Leasable Area; (ii) any lease or occupancy agreement existing as of the date of this Lease, provided, however, that Landlord shall not grant approval or consent to any change in use, assignment, subleasing, or similar matter under such lease or occupancy agreement which would permit a violation of the Exclusive Use, to the extent Landlord has the right to withhold such approval or consent; or (iii) leasing space for the operation of a "Radio Shack" store.
Star Alterations	NLA
Sterling Jewelers (<i>Kay Jewelers</i>)	Section 25.23 (A) Landlord shall not hereafter lease any store space within the Shopping Center within thirty (30) linear feet of the Premises during the Term to a tenant whose primary business is the sale of fine jewelry (" <u>Exclusive Use</u> "). As used herein, "primary business" means the sale of such items such that the gross sales from the sale of such items from such tenant's premises exceed fifty-one percent (51%) of all gross sales from the sale of all goods and/or services from such premises in any calendar year; (B) Tenant expressly understands that the immediately preceding Paragraph does not apply to (i) presently existing leases, or to successors or assigns of tenants under such existing leases or to any lease renewals, expansions, extensions, relocations or replacements of such tenants, to the extent such existing leases either permit such tenants to use their respective premises for a conflicting use or do not preclude such tenants from using their

Exhibit C to Exhibit C

<u>TENANT</u>	<u>EXCLUSIVE</u>
	respective premises for a conflicting use (the "Existing Leases"); provided, however, that upon any assignment or subletting under such Existing Leases, Landlord shall enforce Tenant's rights set forth above unless (a) such assignment or subletting is for a purpose presently permitted or not precluded by such Existing Leases; or (b) Landlord is not permitted, pursuant to the terms of such Existing Lease, to enforce Tenant's rights hereunder in connection with such assignment or sublease; or (c) Landlord would be required to terminate such Existing Lease; or (ii) leases with Anchors.
Subway	None
Sushi Monster	Section 7.03 Landlord covenants and agrees that, so long as Tenant is not in default beyond any applicable cure periods under this Lease, from and after the Effective Date Landlord will not lease any space in the Shopping Center for the purpose of a restaurant primarily serving sushi or other Japanese food. Notwithstanding anything to the contrary contained herein, in no event shall the foregoing covenant apply to: (i) any operation located in the "food court" area of the Shopping Center; (ii) any premises or operator in the Shopping Center occupying ten thousand (10,000) square feet or more of Gross Leasable Area; (iii) the incidental sale of Japanese dishes or ingredients as a part of the operation of a restaurant not primarily serving sushi or other Japanese food; or (iv) any lease or occupancy agreement existing as of the date of this Lease.
Sweet 16	NLA
Taco Daniel Express	NLA
TGI Friday's	Section 19.1 Landlord's Covenants. During the Term and so long as no Tenant default has occurred and is continuing, the Owner/Developer will not use or lease, or permit, suffer, or allow any tenant to use or lease any property located within the Shopping Center for any full service, full menu, moderately priced "casual restaurant" that operates with a substantially similar format as a TGI Friday's restaurant operates as of the date of this Lease, such as, but not limited to, a Chili's, Applebee's or Ruby Tuesday's Restaurant (" <u>Tenant's Exclusive Use</u> "). Notwithstanding anything to the contrary in the preceding sentence, Landlord may use or lease, or permit or allow any tenant to use or lease any property for purposes such as, but not limited to the following: (1)

Exhibit C to Exhibit C

<u>TENANT</u>	<u>EXCLUSIVE</u>
	<p>dinner houses or seafood restaurants, (2) Oriental, French, Mexican, Italian, or other ethnic restaurants. including without limitation an Olive Garden restaurant, (3) any so-called "fast food" operation, such w;, without limitation, Red Robin, McDonald 's, Burger King, Wendy's, Taco Bueno, Taco Bell, or Whataburger, (4) any so-called "family" restaurant such as The Village Inn, Bob's Big Boy, Shoney's, Denny's, Perkins', Warne House, Baker's Square, Coco's, JBs, Allie's, Cracker Barrel, Marie Callender's, Friendly's or Bob Evans' Farms, (5) any food specialty shops such as, without limitation, Paradise Bakery, Jamba Juice and ice cream, yogurt, deli Of submarine sandwich, pizza or similar single item shops, (6) a Winger's restaurant (or a replacement to Winger's with a format similar to Winger's in the event that Winger's ceases operating in the restaurant), or (7) one additional restaurant that has a format similar to Tenant's Exclusive Use so long as such restaurant is not a Chili's, Applebee's or Ruby Tuesday's restaurant. Tenant's Exclusive Use shall not be applicable to (i) any tenant occupying more than 18,000 square feet of gross leasable area in the Shopping Center under a single trade name, (ii) any existing Shopping Center tenant ("Existing Tenant") whose lease, as of the date of this Lease, (a) does not prohibit the subject premises from being used in violation of Tenant's Exclusive Use. (b) does not require Landlord's consent for a change in use, or (c) requires Landlord' s consent for a change in use, but Landlord is not entitled to withhold such consent in the circumstances; (iii) the successor or assign of any of the tenants or occupants of the Shopping Center allowed pursuant to (i) and (ii) above, (iv) any tenant or occupant of the Mall, or (v) any tenant or occupant of any area within the Shopping Center east of the Mall.</p>
Tie One On	NLA
Tornado Crepes	NLA
Tricked Out Accessories	<p>Section 25.22. A. Landlord shall not hereafter lease or rent space or grant a license to any other occupant of the Shopping Center, including any cart, kiosk, or inline store, within the Mall during the Term to a tenant or licensee whose primary business is (i) the sale of protective covers for personal electronic equipment including covers, cases, shields, or protective film or (ii) the repair service of wireless handheld electronic devices including phones, data devices, and tablet computers ("<u>Exclusive Uses</u>"). As used herein, "primary business" means the sale of such items or services from more than fifty-one percent (51%) of the square footage of such</p>

Exhibit C to Exhibit C

<u>TENANT</u>	<u>EXCLUSIVE</u>
	tenant's premises; B. Tenant expressly understands that the immediately preceding Paragraph does not apply to (i) presently existing leases, or to successors or assigns of tenants under such existing leases or to any lease renewals, expansions, extensions, relocations or replacements of such tenants, or (ii) new leases with Major Stores.
ULTA Salon	<p>Section 5.4. Tenant's Exclusive Rights. So long as Tenant is open and operating for all or any portion of Tenant's Protected Uses in the Premises (except for any Permitted Closure), Tenant shall have the exclusive right ("<u>Tenant's Exclusive</u>") to conduct any portion of Tenant's Protected Uses in the Shopping Center, and all other tenants or other occupants of any portion of the Shopping Center shall be prohibited from engaging in any portion of Tenant's Protected Uses for so long as Tenant is operating any portion of Tenant's Protected Uses in the Premises (excepting Permitted Closures). Notwithstanding the foregoing, Tenant's Exclusive shall not apply to uses associated with (a) existing tenants in the Shopping Center (including during the period of any exercised lease renewals of existing tenants) who are as of the Effective Date entitled to sell such products and/or provide the services that are covered by Tenant's exclusive rights pursuant to their respective leases and, except to the extent Landlord has any control thereover, their respective assignees, subtenants and licensees, (b) any national retail tenant in excess of twenty-five thousand (25,000) square feet that sells the goods and/or provides the services that are covered by Tenant's exclusive rights as a part of its normal business operations, but not as its primary use, (c) incidental sales (less than 500 square feet total of such tenant's premises is used to sell any of the products that comprise Tenant's Protected Uses), (d) so-called "single-brand" stores (meaning a store that sells all or substantially all products therein of a common single brand such as, by way of example only and not limitation, Bath & Body Works, MAC Cosmetics, and Origins), or (e) the operation of a hair salon (one or more) or a hair salon products store, such as, by way of example only and not limitation, Cosmoprof, a therapeutic massage operator (one or more), or a nail salon (one or more), or a barber shop, a skin care operation (such as providing facials), and/or a hair removal operation (electrolysis, laser) or anyone or more of the foregoing, outside that portion of the Shopping Center identified on the Site Plan as the Interior Restricted Area (the "Interior Restricted Area").</p>

Exhibit C to Exhibit C

<u>TENANT</u>	<u>EXCLUSIVE</u>
	<p>Recital I, Item 30. "Tenant's Protected Uses" shall mean (i) the retail sale of cosmetics, fragrances, health and beauty products, hair care products and accessories; personal care appliances; skin care products, and body care products; and (ii) the operation of a full-service beauty salon. The term "full service beauty salon" for purposes of this Section shall be defined as the offering of any of or a combination of the following services: hair care (including, without limitation, cutting, styling, hair treatments, highlighting, tinting, coloring, texturizing, smoothing and hair extensions); facials; esthetician services; skin care services (skin treatments for face and body); beauty treatments/services; hair removal (including, without limitation, waxing, threading and tweezing for face and body); eye lash extension services; nail services; and therapeutic massage.</p>
Utah National Guard	NLA
VR Junkies	NLA
Wells Fargo	<p>Section 9.5 Provided that Tenant (i) has not ceased operating a Retail Bank on the Parcel for a period of three (3) consecutive months (as such term may be extended as permitted pursuant to Section 23.12 due to casualty), and (ii) is not in default under this Lease beyond any applicable cure period allowed herein, Landlord shall not permit any portion of the Landlord's Parcel located within two hundred (200) feet of the Premises to be used as a full-service Retail Bank or credit union.</p>
West Valley Wingers	<p>Section 19.1, as amended by Paragraph 19.1 of 1st Amendment to Lease. During the Term and so long as no Tenant default has occurred and is continuing, the Owner/Developer will not use or lease, or permit, suffer, or allow any tenant to use or lease any property located within the Shopping Center to (i) an Iggy's Sports Grill or (ii) to a restaurant which primarily sells "wings" such as a Buffalo Wild Wings, Wing Stop or similar restaurant ("Tenant's Exclusive Use"). Tenant's Exclusive Use shall not be applicable to (i) any tenant occupying more than 18,000 square feet of gross leasable area in the Shopping Center under a single trade name, (ii) any existing Shopping Center tenant ("Existing Tenant") whose lease, as of the date of this Lease, (a) does not prohibit the subject premises from being used in violation of Tenant's Exclusive Use, (b) does not require Landlord's consent for a change in use, or (c) requires Landlord's consent for a change in use, but Landlord is</p>

Exhibit C to Exhibit C

<u>TENANT</u>	<u>EXCLUSIVE</u>
	not entitled to withhold such consent in the circumstances; (iii) the successor or assign of any of the tenants or occupants of the Shopping Center allowed pursuant to (i) and (ii) above, (iv) any tenant or occupant of the Mall, or (v) any tenant or occupant of any area within the Shopping Center east of the Mall
X Brands Custom T-Shirts	NLA
Your Employment Solutions	NLA
Zumiez	None

EXHIBIT "D"
to Supplemental Declaration of Covenants and Restrictions

Approved Exceptions

Exhibit D to Exhibit C

1

**SCHEDULE B - Section 2
Exceptions
Amendment No. 5**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interest or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easements or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments and any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.
8. Taxes for the year 2019 now a lien, not yet due. General property taxes for the year 2018 were paid in the amount of \$27,698.72. Tax Parcel No. 15-33-276-009-0000
9. The land is included within the boundaries of West Valley City and Granger-Hunter Improvement District, and is subject to charges and assessments made thereby.
10. Notice of Adoption of City Center Redevelopment Project Area Plan, recorded September 13, 2004 as Entry No. 9171011 in Book 9036 at Page 6118 of Official Records.

Notice of Adoption of Amended City Center Redevelopment Project Area Plan, recorded October 24, 2007 as Entry No. 10256690 in Book 9529 at Page 2617 of Official Records.
11. Notice of Adoption of Community Development Project Area recorded November 6, 2006 as Entry No. 9900007 in Book 9376 at Page 7161 of Official Records.

Notice of Adoption of Amended Community Development Project Area recorded February 22, 2007 as Entry No. 10010994 in Book 9425 at Page 5766 of Official Records.

12. A right of way for an open ditch, an underground culvert, clean out box, as may be found to intersect the land, as disclosed by that certain Warranty Deed, recorded March 30, 1967 as Entry No. 2193197 in Book 2540 at Page 456 of Official Records.
13. All rights of ingress and egress relating to the freeway known as Project No. 215-9 (I-215), were released and relinquished to the State Road Commission of Utah, including all rights or easements appurtenant, as disclosed by that certain Warranty Deed (Controlled Access), recorded February 8, 1968 as Entry No. 2233085 in Book 2631 at Page 34 of Official Records.
14. An easement over, across or through the Land for storm drain and appurtenant parts and incidental purposes, as granted to State Road Commission of Utah by Instrument recorded August 9, 1972 as Entry No. 2475979 in Book 3126 at Page 226 of Official Records.
15. An easement over, across or through the Land for electrical transmission and incidental purposes, as granted to Utah Power & Light Company by Instrument recorded November 6, 1980 as Entry No. 3499417 in Book 5174 at Page 1299 of Official Records.
16. An easement over, across or through the Land for electrical transmission and incidental purposes, as granted to Utah Power & Light Company by Instrument recorded November 6, 1980 as Entry No. 3499418 in Book 5174 at Page 1300 of Official Records.
17. An easement over, across or through the Land for storm drainage and incidental purposes, as granted to West Valley City by Instrument recorded November 7, 2008 as Entry No. 10557623 in Book 9657 at Page 3055 of Official Records.
18. Declaration of Easements and Restrictions, recorded January 7, 2010 as Entry No. 10874704 in Book 9795 at Page 1537 of Official Records, the recordation priority of which is affected by that certain Reciprocal Easement Agreement and Affidavit, recorded January 11, 2010, as Entry 10875986, in Book 9795 at Page 8075 of Official Records.

Third Amendment to Construction, Operation and Reciprocal Easement Agreement recorded December 24, 2018 as Entry No. 12908319 in Book 10741 at Page 888 of Official Records.

19. Reciprocal Easement Agreement, recorded January 7, 2010 as Entry No. 10874705 in Book 9795 at Page 1629 of Official Records, the recordation priority of which is affected by that certain Reciprocal Easement Agreement and Affidavit, recorded January 11, 2010, as Entry 10875986, in Book 9795 at Page 8075 of Official Records.

Third Amendment to Construction, Operation and Reciprocal Easement Agreement recorded December 24, 2018 as Entry No. 12908319 in Book 10741 at Page 888 of Official Records.

20. Special Warranty Deed and Reservation of Easement, recorded June 9, 2011 as Entry No. 11196032 in Book 9929 at Page 9086 of Official Records.
21. Easement Agreement, for the benefit of West Valley City for public utilities and easements and other rights, as described therein, recorded June 9, 2011 as Entry No. 11196034 in Book 9929 at Page 9103 of Official Records.

22. Easement and right of way in favor of Questar Gas Company, recorded August 8, 2012 as Entry No. 11446386 in Book 10043 at Page 9777 of Official Records.

(The following exception affects this land together with other land not included herein)

23. Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated February 3, 2015 by and between CF III SH VALLEY FAIR, LLC, a Delaware limited liability company as Trustor in favor of Bonneville Superior Title Company, Inc., a Utah corporation as Trustee and PFP Holding Company IV, LLC, a Delaware limited liability company as Beneficiary, to secure an original indebtedness of \$88,500,000.00 and any other amounts or obligations secured thereby, recorded February 5, 2015 as Entry No. 11987744 in Book 10293 at Page 7917 of Official Records.

According to Official Records, the Beneficial Interest under said Deed of Trust was assigned to PFP IV SUB I, LLC, a Delaware limited liability company by that certain Assignment recorded March 19, 2015 as Entry No. 12013580 in Book 10306 at Page 3592 of Official Records.

(The following exception affects this land together with other land not included herein)

24. An Assignment of Rents and Leases recorded February 5, 2015 as Entry No. 11987745 in Book 10293 at Page 7944 of Official Records, wherein CF III SH VALLEY FAIR, LLC, a Delaware limited liability company assigns all rents, leases, income and profits accruing from the land to PFP Holding Company IV, LLC.

Assignment of Assignment of Leases and Rents, in favor of PFP IV SUB I, LLC, a Delaware limited liability company, as Assignee, recorded March 19, 2015 as Entry No. 12013581 in Book 10306 at Page 3608 of Official Records.

(The following exception affects this land together with other land not included herein)

25. A UCC Financing Statement executed by CF III SH VALLEY FAIR, LLC, a Delaware limited liability company, as Debtor, in favor of PFP Holding Company IV, LLC, as Secured Party recorded February 5, 2015 as Entry No. 11987746 in Book 10293 at Page 7961 of Official Records.

UCC Financing Statement Amendment (Assignment), in favor of PFP IV Sub I, LLC, recorded March 19, 2015 as Entry No. 12013582 in Book 10306 at Page 3624 of Official Records.

Subordination, Non-Disturbance and Attornment Agreement, recorded February 9, 2015 as Entry No. 11989563 in Book 10294 at Page 5279 of Official Records.

26. A UCC Financing Statement executed by WST LLC, as Debtor, in favor of CF III SH Valley Fair, LLC, as Secured Party recorded April 17, 2017 as Entry No. 12516874 in Book 10548 at Page 4612 of Official Records.
27. A UCC Financing Statement executed by Pham, as Debtor, in favor of CF III SH Valley Fair, LLC, as Secured Party recorded November 17, 2017 as Entry No. 12660946 in Book 10620 at Page 6246 of Official Records.
28. A UCC Financing Statement executed by Shepherd's Allstar Lanes, Inc., as Debtor, in favor of CF III SH Valley Fair, LLC, as Secured Party recorded March 15, 2018 as Entry No. 12734138 in Book 10655 at Page 7549 of Official Records.

29. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act (7 U.S.C. §§499a, et seq.) or the Poultry and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.
30. The State Construction Registry discloses the following Preliminary Notice(s): within the past 12 months prior to the effective date herein.
- Entry # 6383895, filed June 25, 2018 by GSH Geotechnical
- Entry # 6762251, filed December 17, 2018 by Spectrum Engineers, Inc.
- Entry # 6762257, filed December 17, 2018 by Spectrum Engineers, Inc.
31. A UCC Financing Statement executed by Juan Olvera, as Debtor, in favor of CF III SH Valley Fair, LLC, as Secured Party recorded October 22, 2018 as Entry No. 12872256 in Book 10723 at Page 8117 of Official Records.
32. A UCC Financing Statement executed by Juan Olvera, as Debtor, in favor of CF III SH Valley Fair, LLC, as Secured Party recorded October 22, 2018 as Entry No. 12872259 in Book 10723 at Page 8128 of Official Records.
33. An unrecorded Lease executed by CF III SH Valley Fair, LLC, a Delaware limited liability company, as Lessor, and Hobby Lobby Stores, Inc., an Oklahoma corporation, as Lessee, as disclosed by Memorandum of Lease recorded December 10, 2018 as Entry No. 12900044 in Book 10737 at Page 1090 of Official Records.
- NOTE: The present ownership of the leasehold rights as disclosed by the herein-above mentioned lease and any other matters affecting said lease are not shown herein.
34. A UCC Financing Statement executed by Yuan Wu and Jun Li, as Debtor, in favor of CF III SH Valley Fair, LLC, as Secured Party recorded December 14, 2018 as Entry No. 12903566 in Book 10738 at Page 7109 of Official Records.
35. A UCC Financing Statement executed by SLC Gourmet, L.L.C., as Debtor, in favor of CF III SH Valley Fair, LLC, as Secured Party recorded January 22, 2019 as Entry No. 12922083 in Book 10747 at Page 2374 of Official Records.

The name(s) CF III SH VALLEY FAIR, LLC, a Delaware limited liability company, Valley Fair, LLC and Constitution Boulevard Hotel, LLC, has/have been checked for judgments, State and Federal tax liens, and bankruptcies and if any were found, are disclosed herein .

Title inquiries should be directed to Richard Strong @ (801)578-8870.

NOTE: The policy(ies) to be issued as a result of this Commitment contain an Arbitration Clause set forth in the Conditions/Conditions and Stipulations Section. The following is included for the information of the proposed Insured(s):

EXHIBIT "E"
to Supplemental Declaration of Covenants and Restrictions

Site Plan

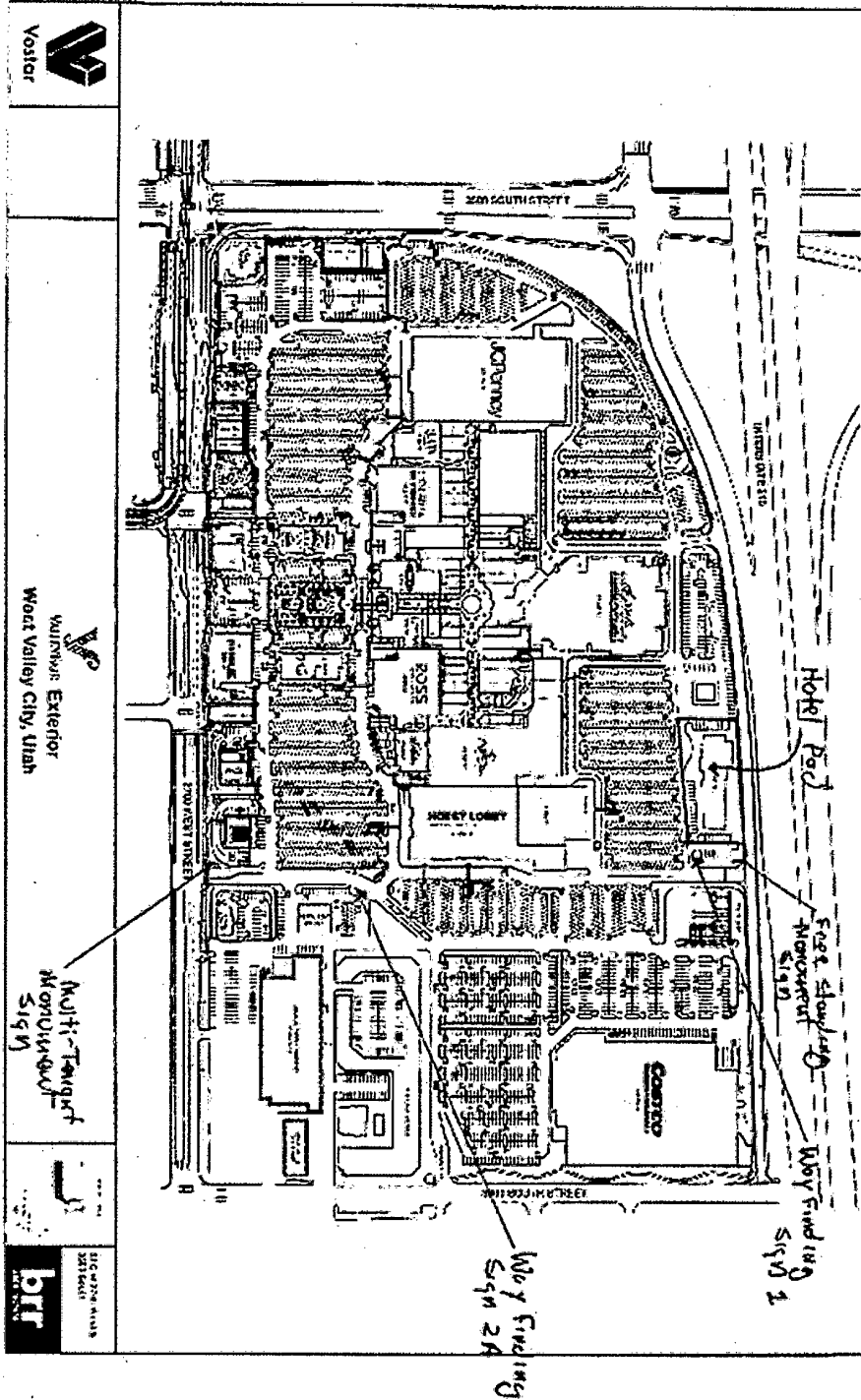
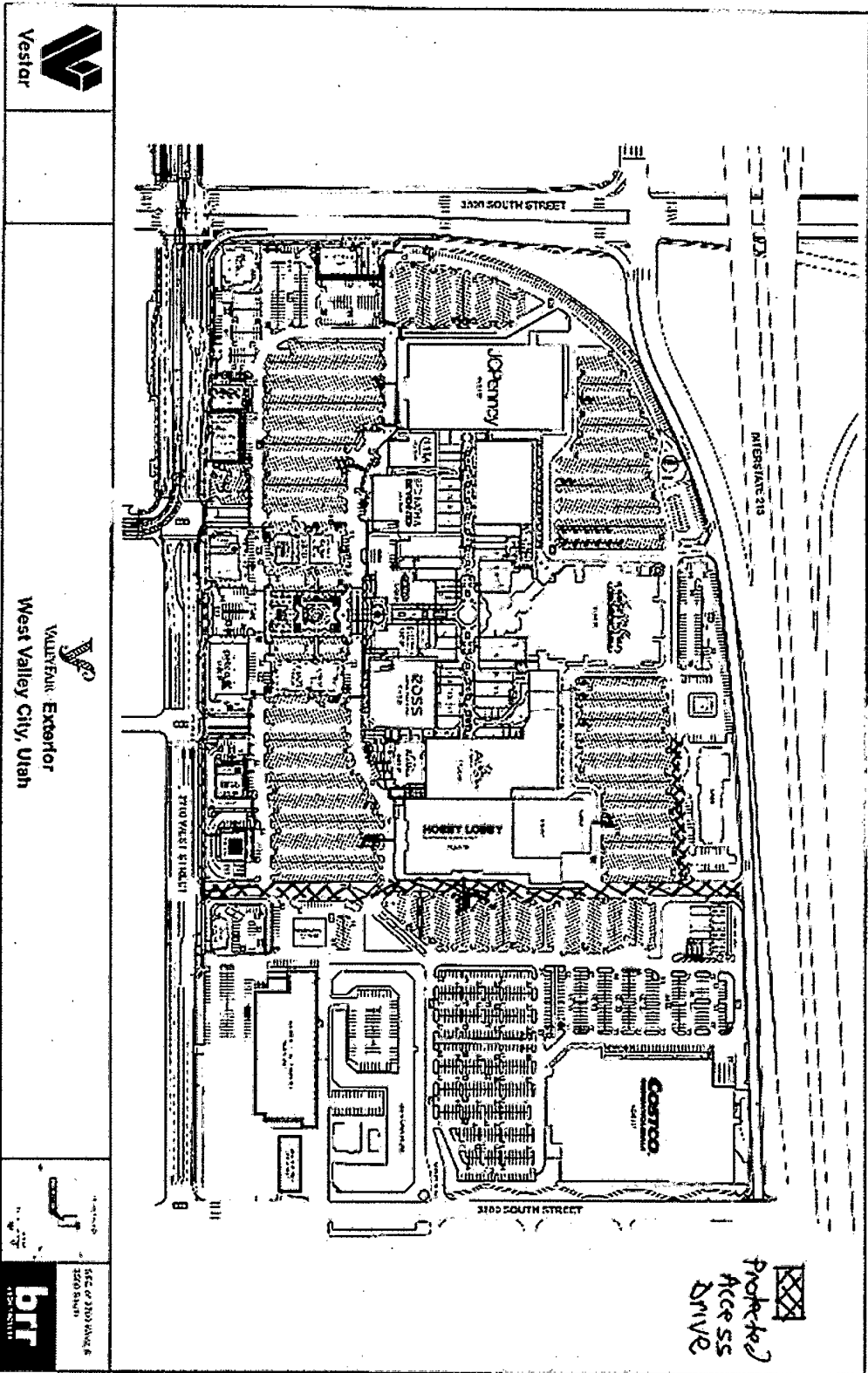


Exhibit E to Exhibit C



Valleyfair Exterior
West Valley City, Utah

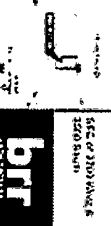


Exhibit E to Exhibit C

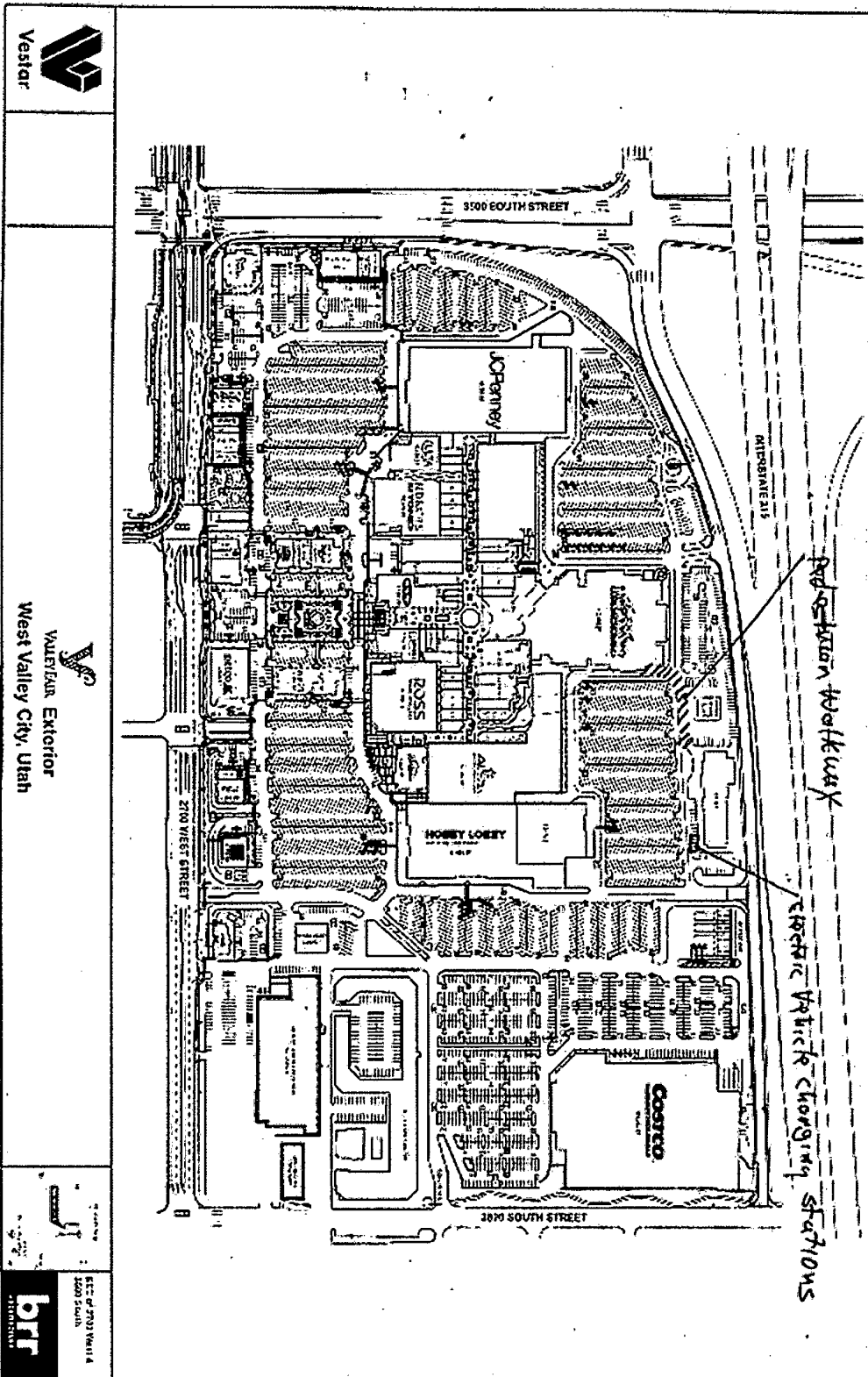


Exhibit E to Exhibit C

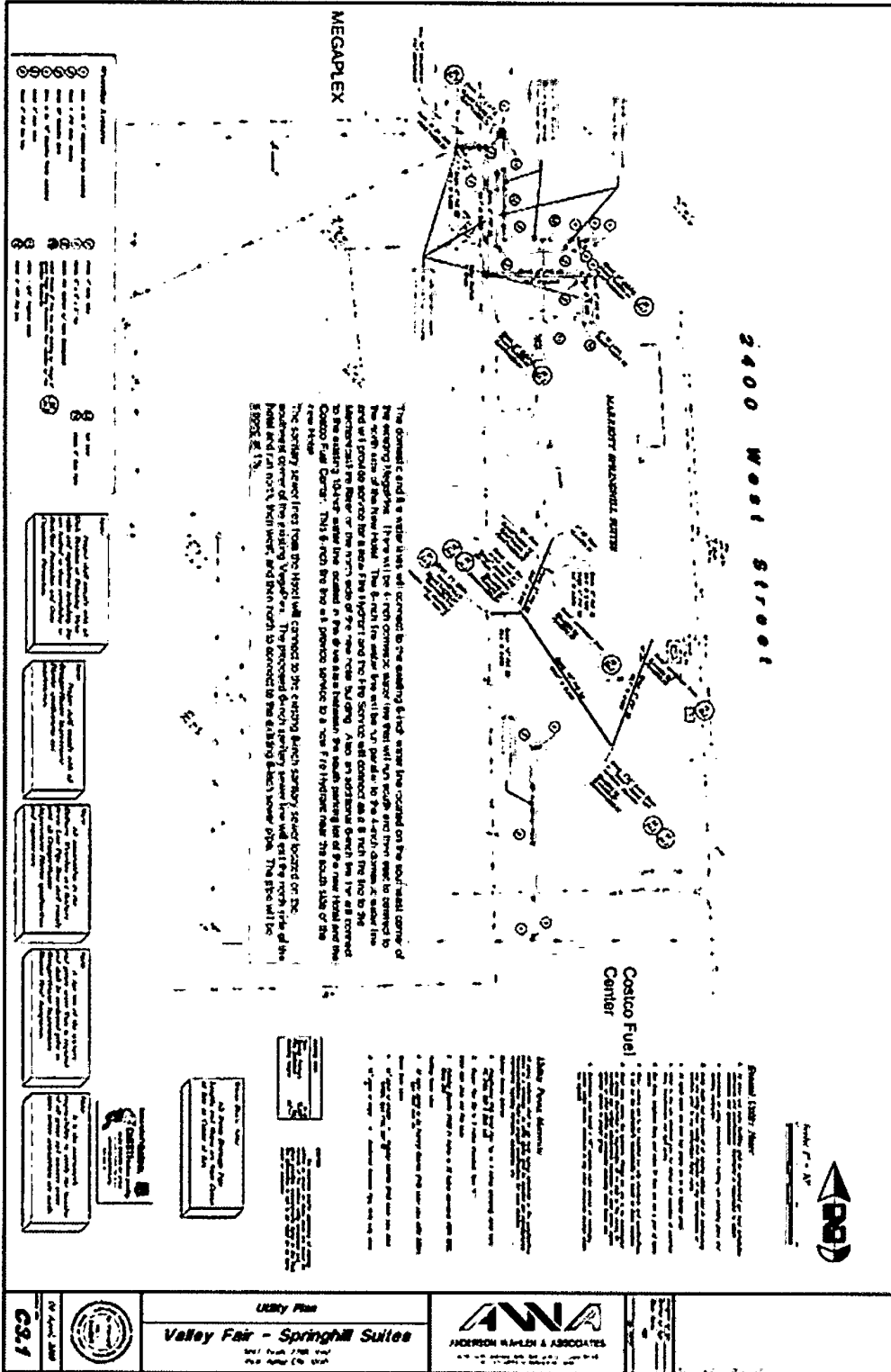


Exhibit E to Exhibit C

EXHIBIT "F"
to Supplemental Declaration of Covenants and Restrictions

Multi-Tenant Monument Sign



Exhibit D
Sign Criteria

Valley Fair Tenant Signage Criteria
Specific sign type criteria

White type reverse attached signs

- All neon tubing must be completely concealed within the letters
 - The back edge of the letter must be approximately one inch from the mounting surface
 - Brackets or other form of attachment used for mounting the letters must be in the least visible location and be fastened to the back of the mounting surface
 - Fasteners shall be provided to fasten the neon to each letter
 - The open side of channel letters shall be closed off with clear acrylic to prevent dirt nesting
 - Mounting surfaces is to be made of a material which will prevent reflections of the signs to be visible
- Non-externally illuminated individual letter signs**
- Includes individual letters and graphic images which are applied directly to the face of the storefront area
 - Individual letters and graphics shall be a minimum of 1/2" thick
 - External lighting is required for sign visibility. Such lighting shall be incorporated into the design of the sign and not be a design element or a concealed light source
 - Signs shall not be placed on a background surface which detracts from the appearance of the architecture and/or sign.

Display window graphics

- Pedestrian level window graphics are permitted on above windows. These decals shall be less than six inches in height
- Sign Address Numerals shall be white 4" block letters. Location shall be above storefront doors centered in window.

Signage size and quality

- Each Tenant shall be allowed on primary signs per each district Tenant elevation. This primary sign is to be located so as to accent the main entry of the structure.
- Storefront signage shall be proportional to the scale of the overall storefront elevation design. The area provision for building mounted signs per City ordinance is ten percent of the total elevation area. The maximum height for signs shall be determined by the height of the building. The height of any other face may be allowed, if no pole signs are requested. No maximum letter size has been established to encourage design creativity. However, the Landlord reserves the right to closely review all signage to confirm the proper signage and facade design relationship.
- Signage shall be weatheright and comply with all code requirements. Surface mounted neon signs will not be permitted.
- Secondary decorative signage is encouraged on awnings, decorative architectural elements and small window signage when designed to reinforce the character of the structure.
- Landlord's approval:**
- Tenant shall provide design information for all signage on all preliminary and working drawings submitted to Landlord for review. Final approval of Tenant's signage is contingent upon Landlord's approval of Tenant's signage shop drawings.



Exhibit E
Monument Signage

[See attached One (1) Page]

Hotel
Sign
Panel



Exhibit F
Utility Plan

