

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT
AGREEMENT

This SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is made and entered into as of August 6, 2024, by and among Guggenheim Real Estate, LLC ("Lender"), TPP 217 Taylorsville, LLC ("Landlord") and The TJX Companies, Inc. ("Tenant").

RECITALS:

WHEREAS, Lender is the holder of a Promissory Note which is secured, inter alia, by a Mortgage and Security Agreement (the "Mortgage") and Assignment of Lease and Rents (the "Lease Assignment") covering certain real property more particularly described in the Mortgage known as The Crossroads of Taylorsville Shopping Center located in Taylorsville, UT and described further in Schedule A, a copy of which is attached hereto (hereinafter referred to as "Property"); and

WHEREAS, Landlord and Tenant are the current holders of the interests of landlord and tenant under a Lease dated March 16, 2017 as the same has been amended from time to time (the "Lease"), whereby Landlord demised to Tenant a portion of the Property (the "Demised Premises"). All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Lease.

NOW THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Tenant, Landlord and Lender, intending to be legally bound hereby, covenant and agree as follows:

1. **SUBORDINATION**. This Lease shall be and is hereby made subordinate to the lien of (but not the terms and conditions of) the Mortgage and to all increases, renewals, modifications, amendments, consolidations and extensions thereof.

2. **NON-DISTURBANCE**. Provided that Tenant is not in default under the Lease of such a nature as would permit Landlord to terminate the Lease pursuant to default provisions of the Lease, Lender shall not, in the exercise of any right, remedy, or privilege granted by the Mortgage or the Lease Assignment, or otherwise available to Lender at law or in equity:

(i) disturb Tenant's possession, enjoyment, use or occupancy of the Demised Premises and the appurtenant rights thereto under the Lease during the term of the Lease (including any extensions, renewal, or modification thereof); or

(ii) join or name Tenant as a party to any foreclosure or other proceeding instituted by Lender to enforce the terms of the Mortgage or the Lease Assignment against Landlord.

In the event Lender comes into possession of or acquires title to all or any portion of the Property as a result of any enforcement of the

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Mortgage, or any other means, Tenant shall peaceably and quietly have, hold and enjoy the Demised Premises and the rights of Tenant appurtenant thereto for the term of the Lease as the same may be extended, subject to the terms, covenants, conditions, provisions and agreements thereof.

3. ATTORNEYMENT. In the event Lender comes into possession of or acquires title to all or any portion of the Property as a result of foreclosure or other enforcement of the Mortgage, or as a result of any other means, Lender agrees to recognize Tenant's possession of the Demised Premises and Tenant agrees to attorn to and accept Lender as landlord under the Lease for the balance then remaining of the term of the Lease, subject to all of the terms and conditions of the Lease.

Upon any attornment under this Paragraph 3, the Lease shall continue in full force and effect as a direct lease between Tenant and Lender and Lender will assume and perform all of Landlord's obligations under the Lease except that Lender shall not be:

- (i) liable for any damages for any breach, act or omission of any prior landlord under the Lease except for acts or omissions of a continuing nature which continue after such time as Lender comes into possession of or acquires title to all or any portion of the Property and of which Lender received notice and an opportunity to cure; or
- (ii) subject to any offsets, claims or defenses which Tenant might have against any prior landlord including Landlord except to the extent such right of offset or defense is specifically set forth in the Lease, or unless Lender was previously notified of the act or event giving rise to such offset or defense; or
- (iii) bound by any rent or additional rent or other payment in lieu of rent which Tenant might have paid to any prior landlord more than 30 days in advance of its due date under the Lease, unless such prepayment is required pursuant to the terms of the Lease; or
- (iv) bound by any amendment or modification to the Lease which has the effect of decreasing the rent payable under the Lease, or decreasing the term of the Lease made without Lender's written consent which consent shall not be unreasonably withheld, conditioned or delayed; or
- (v) be liable for any security deposit unless actually received by Lender.

4. RENTS. Landlord hereby advises Tenant that the Lease Assignment provides for the direct payment to Lender of all rents and other monies due and to become due to Landlord under the Lease upon the occurrence of certain conditions as set forth in the Lease Assignment without Lender's taking possession of the Demised Premises or otherwise assuming Landlord's position or any of Landlord's obligations under the Lease. After written notice is given to Tenant by Lender in form reasonably acceptable to Tenant, that Landlord has defaulted under the Mortgage and that the rentals under the Lease should be paid to Lender, Tenant shall pay to Lender, or in accordance with the direction of Lender all rentals and other monies due and to become due to the Landlord under the Lease, and Landlord hereby expressly authorizes Tenant to make such payments as directed by Lender

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and hereby releases and discharges Tenant of, and from any liability to Landlord on account of any such payments. Tenant shall have no responsibility to ascertain whether such demand by Lender is permitted under the Mortgage or the Lease Assignment. Furthermore, in connection with the aforesaid, and notwithstanding anything to the contrary contained elsewhere, Landlord, its successor and/or assigns hereby agree to indemnify and hold harmless Tenant against any expenses, claims, losses, or damages incurred by Tenant resulting from or arising out of claims by Landlord, its successors or assigns that such rental payments should not have been, or cannot be, made to Lender or the like.

5. **DEFAULT NOTICES TO LENDER.** So long as the Mortgage is in force and effect, Tenant agrees not to terminate the Lease by reason of default by Landlord under the Lease without giving prior written notice thereof to Lender and Lender shall have the right (but not the obligation until Lender comes into possession of or acquires title to all or any part of the Property) to cure any of Landlord's defaults under the Lease for an additional thirty (30) days after the period as is available to Landlord for the curing thereof under the Lease after receipt of such notice except Tenant shall have the right to exercise its enumerated termination rights set forth in the Lease without giving Lender notice or the opportunity to cure.

6. **NOTICES.** All notices and other communications pursuant to the provisions of this Agreement shall be in writing and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or by a reputable commercial overnight carrier that provides a receipt, such as Federal Express or Airborne Express, and shall be deemed given when received and addressed as noted below, or to such other address or addresses as shall from time to time be designated by notice by any party to the others as herein provided.

If to Tenant: c/o The TJX Companies, Inc.
770 Cochituate Road
Framingham, MA 01701
Attn: Vice President - Real Estate

If to Lender: Guggenheim Real Estate, LLC
a Delaware limited liability company
c/o Guggenheim Partners Investment
Management, LLC
100 Wilshire Boulevard, Suite 500
Santa Monica, CA 90401
Attn: Head of Real Estate

Copy to: Guggenheim Real Estate, LLC
c/o Guggenheim Partners Investment
Management, LLC
1 N. Brentwood Boulevard, Suite 910
St. Louis, MO 63105
Attn: Jennifer A. Marler

Copy to: Dentons US LLP
4520 Main Street, Suite 1100
Kansas City, MO 64111
Attn: Sarah M. Armendariz

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If to Landlord: TPP 217 Taylorsville, LLC
a Delaware limited liability company
1717 Main Street, Suite 2600
Dallas, TX 75201

Copy To: Newmark
19700 Fairchild, Suite 300
Irvine, CA 92612
Attn: Legal Department

Any party may change the place that notices are to be sent by written notice delivered in accordance with this Agreement.

7. **SUCCESSORS AND ASSIGNS.** As used in this Agreement, the term "Tenant" shall mean Tenant and any subsequent holder or holders of an interest of the lessee under the Lease, and the term "Lender" shall mean Lender or any other subsequent holder or holders of the Mortgage or any party becoming a mortgagee in possession or acquiring title to the Property or the Demised Premises by purchase at a foreclosure sale, deed in lieu of foreclosure, other enforcement of the Mortgage, by deed of the Lender, or otherwise. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. The terms Lease, Mortgage and Lease Assignment shall include any and all amendments, modifications, replacements, substitutions, extensions, renewals and supplements thereto. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceable shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8. **RECORDATION.** Mortgagee agrees to record this agreement promptly upon full execution of the same. Upon recorded satisfaction of the Mortgage, this Agreement shall become null and void and be of no further effect.

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LENDER:

**GUGGENHEIM REAL ESTATE, LLC,
a Delaware limited liability company**

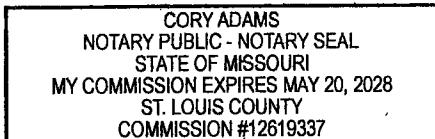
By

Jennifer A. Marler, Authorized Signer

STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

I HEREBY CERTIFY, that on August 20, 2024 before me, the undersigned, a Notary Public of the State aforesaid, duly qualified and commissioned as such, personally appeared JENNIFER A. MARLER, in her capacity as the Authorized Signer, personally known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and notarial seal.



Notary Public

Print Name

BORROWER:

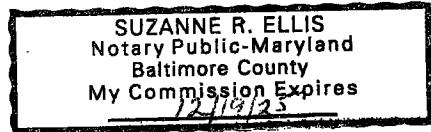
CR TAYLORSVILLE, LLC,
a Delaware limited liability company

By: Haley Donato
Name: Haley Donato
Title: Vice President

STATE OF MARYLAND)
) SS.
COUNTY OF BALTIMORE)

I HEREBY CERTIFY, that on August 20, 2024 before me, the undersigned, a Notary Public of the State aforesaid, duly qualified and commissioned as such, personally appeared Haley Donato, in their capacity as the Vice President, personally known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and notarial seal.



Suzanne R. Ellis
Notary Public
Suzanne R. Ellis
Print Name

Signature Page to SNDA

BORROWER:

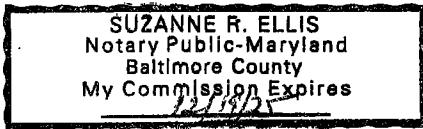
CR TAYLORSVILLE II, LLC,
a Delaware limited liability company

By: Haley Donato
Name: Haley Donato
Title: Vice President

STATE OF MARYLAND)
) SS.
COUNTY OF BALTIMORE)

I HEREBY CERTIFY, that on August 20, 2024 before me, the undersigned, a Notary Public of the State aforesaid, duly qualified and commissioned as such, personally appeared Haley Donato, in their capacity as the Vice President, personally known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and notarial seal.



Suzanne R. Ellis
Notary Public
Suzanne R. Ellis
Print Name

Signature Page to SNDA

9. **AUTHORITY.** The individuals executing this Agreement hereby represent and warrant that they are empowered and duly authorized to so execute this agreement on behalf of the parties they represent.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

WITNESS:

LENDER:

Guggenheim Real Estate, LLC

By: _____

Name: _____

Its: _____

WITNESS:

LANDLORD:

TPP 217 Taylorsville, LLC

By: _____

Name: _____

Its: _____

WITNESS:

TENANT:

The TJX Companies, Inc.



By: _____



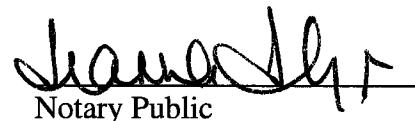
Lauren Perry
Authorized Signatory

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TENANT'S ACKNOWLEDGEMENT

COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF MIDDLESEX) SS.
)

On this 4th day of September, 2024, before me, the undersigned notary public, personally appeared Lauren Perry as Authorized Signatory of The TJX Companies, Inc. on behalf of the corporation, proved to me through satisfactory evidence of identification, which is personal knowledge of her identity, to be the person whose name is signed on the preceding document and who acknowledged that she signed it voluntarily and executed same in her authorized capacity for its stated purpose.


Notary Public
My Commission Expires:

TIANNA THUY TA
Notary Public

Commonwealth of Massachusetts
My Commission Expires
February 7, 2025

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SCHEDULE A

DESCRIPTION OF SHOPPING CENTER AND DEMISED PREMISES

The "Demised Premises" consist of a portion of a one-story building, to be renovated by Landlord as herein provided, and contain twenty-one thousand five hundred four (21,504) square feet of ground floor area having a frontage and width of approximately one hundred twenty-one feet (121') and such other dimensions as shown upon the plan attached hereto (the "Lease Plan"), and are a portion of the premises within the Shopping Center referred to hereinbelow labeled Premise on the Lease Plan (page A-1). The Lease Plan shall not be modified in any way without Tenant's consent, which may be withheld at Tenant's sole and absolute discretion. In addition, Tenant shall have the exclusive right to use certain service areas adjacent to the Demised Premises which contain an exterior loading dock and trash storage area for Tenant's delivery and removal activities and for Tenant's compactor, dumpster and/or trash receptacles. It is expressly understood and agreed that said service areas shall not be included in computing minimum rent pursuant to Section 5.1 of the lease or Tenant's Portion (defined in Section 6.1) for purposes of Article VI and Paragraph 10 of Schedule B or for purposes of calculating other charges due under this lease. For purposes of this lease, floor area shall be measured from the outside face of exterior walls and the center of interior partition walls. If after completion of Landlord's Construction Work the Demised Premises shall contain less than the ground floor area required above then, in addition to all other remedies of Tenant, as a result thereof, the rent payable by Tenant pursuant to the lease shall be reduced proportionately and if the Demised Premises contains less than twenty-one thousand (21,000) square feet of ground floor area, Tenant may terminate this lease by giving notice to Landlord. Notwithstanding anything to the contrary contained in this lease, in no event shall minimum rent, additional rent or other charges due under this lease be based on the Demised Premises containing more than twenty-one thousand five hundred four (21,504) square feet of ground floor area. Landlord agrees that the name of the Shopping Center shall not contain the trade name of any business operated in the Shopping Center.

The Demised Premises are situated within The Crossroads of Taylorsville, located at the corner of the intersection of Redwood Road and 5400 South (together with 5600 South, herein collectively referred to as the "Main Streets") in Taylorsville, County of Salt Lake, Utah. The Shopping Center is the land, together with the buildings and other structures from time to time thereon, shown on the Lease Plan, and is more particularly described as follows:

(LEGAL DESCRIPTION)

All that certain real property located in the County of Salt Lake, State of Utah, described as follows:

PARCEL A-1 MIDVALLEY SOUTH PHASE:

Beginning at a point on the west right of way line of Redwood Road, said point being North 00 degrees 02'55" West 247.50 feet along center of section line and South 89 degrees 56'25" West 53.00 feet from the center of SECTION 15, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN and running thence North 00 degrees 02'55" West 995.739 feet along said west right of way line of Redwood Road; thence South 89 degrees 55'04" West 1123.00 feet along the south right of way line of 5600 South Street; thence South 00 degrees 02'55" East 474.57 feet along the east right of way line of 1900 West Street; thence South 89 degrees 56'25" West 45.00 feet; thence South 00 degrees 02'55" East 338.23 feet; thence South 89 degrees 58'25" West 477.25 feet, thence South 00 degrees 02'55" East 430.00 feet to the center of section line of said Section 15; thence South 89 degrees 56'25" West 40.82 feet along said centerline of section to the northerly right of way line of the I-215 freeway; thence South 67 degrees 15'40" East 138.90 feet along said I-215 right of way line; thence South 76 degrees 43'15" East 375.07 feet continuing along said I-215 right of way line; thence southeasterly 326.07 feet continuing along said I-215 right of way line and a 1045.92 foot radius curve to the left; thence North 84 degrees 06'21" East 873.31 feet continuing along said I-215 right of way line to said west right of way line of Redwood Road; thence North 00 degrees 02'55" West 316.62 feet to the point of beginning.

Contains: 1,824,303 sf or 41.88 ac, as described.

Note: For reference purposes only, the property is identified as the following Tax ID Numbers: 21-15-176-010, 21-15-176-013, 21-15-176-014 (now part of 21-15-176-024), 21-15-176-016, 21-15-176-017, 21-15-176-020 (now part of 21-15-176-024), 21-15-176-021, 21-15-176-022, 21-15-176-023, 21-15-151-030, 21-15-151-031, 21-15-327-002 and 21-15-327-003

PARCEL A2 MIDVALLEY NORTH PHASE:

Beginning at a point on the South line of 5400 South Street, said point being South 89 degrees 53'41" West 660.00 feet and South 00 degrees 02'55" East 39.017 feet from the North quarter corner of SECTION 15,

SCHEDULE A

A-1

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Taylorsville, UT
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TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN and running thence South 00 degrees 02'55" East 620.983 feet; thence North 89 degrees 53'41" East 406.50 feet; thence South 00 degrees 02'55" East 114.00 feet; thence North 89 degrees 53'41" East 200.50 feet to the west line of Redwood Road; thence South 00 degrees 02'55" East 553.239 feet along the west line of Redwood Road to the north line of 5600 South Street; thence South 89 degrees 55'04" West 1123.00 feet along the north line of 5600 South Street to the east line of 1900 West Street; thence along the east line of 1900 West Street the next 6 courses and distances: North 00 degrees 02'55" West 327.38 feet; thence northeasterly 163.04 feet along the arc of a 500.00 foot radius curve to the right (chord bears North 09 degrees 17'35" East 162.32 feet); thence northeasterly 184.19 feet along the arc of a 566.00 foot radius curve to the left (chord bears North 09 degrees 18'43" East 183.38 feet); thence North 00 degrees 00'39" West 480.36 feet; thence North 04 degrees 04'27" East 70.18 feet; thence North 00 degrees 00'39" West 55.95 feet to the South line of 5400 South Street; thence along the South line of 5400 South Street the next 3 courses and distances: northeasterly 253.94 feet along the arc of an 11,512.16 foot radius curve to the left (chord bears North 88 degrees 31'35" East 253.94 feet); thence North 87 degrees 53'41" East 173.03 feet; thence northeasterly 27.649 feet along the arc of an 11,406.16 foot radius curve to the right (chord bears North 87 degrees 57'51" East 27.648 feet), to the point of beginning.

Contains 998,062 Square Feet, 22.9124 acres.

Note: For reference purposes only, the property is identified as the following Tax ID Numbers: 21-15-126-048, 21-15-126-049, 21-15-126-050, 21-15-126-056, 21-15-126-057, 21-15-126-058, 21-15-126-059 (now part of 21-15-126-071 and 21-15-126-072), 21-15-126-060, 21-15-126-061 (now part of 21-15-126-071 and 21-15-126-072), 21-15-126-062 and 21-15-126-063

PARCEL A:

MIDVALLEY NORTH PHASE (WEST PART):

Beginning at a point on the south right of way line of 5400 South Street and west right of way line of 1900 West Street, said point being South 89 degrees 53'41" West 1185.39 feet along section line and South 00 degrees 00'39" East 65.882 feet from the North quarter corner of SECTION 15, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, and running thence along said west right of way line 1900 West Street the next four courses and distances: South 00 degrees 00'39" East 592.42 feet; thence southwesterly 162.71 feet, along the arc of a 500 foot radius curve to the right (chord = South 9 degrees 18'43" West 161.997 feet), to a point of reverse curve; thence southwesterly 184.56 feet, along the arc of a 566 foot radius curve to the left (chord = South 9 degrees 17'33" West 183.744 feet); thence South 00 degrees 02'55" East 404.84 feet; thence South 89 degrees 56'22" West 82.94 feet; thence North 00 degrees 04'29" West 1351.11 feet, to and along the east line of Hew-Wood Estates No. 2 and No. 1 Subdivisions, said subdivisions being recorded and on file in the office of the Salt Lake County Recorder, to said south right of way line of 5400 South Street; thence North 89 degrees 53'41" East 84.10 feet, along said south right of way line; thence northeasterly 62.95 feet, along the arc of a 11,512.16 foot radius curve to the left, and continuing along said south right of way line; thence South 45 degrees 13'58" East 18.43 feet, continuing along said south right of way line, more or less, to the point of beginning.

Contains: 155,890 sq. Ft. 3.5787 acres.

Note: For reference purposes only, the property is identified as the following Tax ID Numbers: 21-15-127-001, 21-15-127-002, 21-15-127-003 and 21-15-127-004

Parcel B:

Together with a non-exclusive easement as set forth in Reciprocal Declaration of Covenant, and the terms and conditions therein, by and between Harmon City, Inc., a Utah corporation and Hermes Associates, Ltd., a Utah limited partnership, recorded June 17, 1992, as Entry No. 5275382, in Book 6472, at Page 1013 of Official Records.

Parcel C:

Together with a non-exclusive easement for ingress, egress and parking over and upon parking and common areas as provided for in:
Declaration of Restrictions and Grant of Easements, recorded June 30, 1981, as Entry No. 3580638, in Book 5265, at Page 1688;
By Addendum to Declaration of Restrictions and Grant of Easements, and the terms and conditions thereof, recorded September 25, 1981, as Entry No. 3608494, in Book 5296 at Page 434;
Addendum to Declaration of Restrictions and Grant of Easements, and the terms and conditions thereof, recorded December 30, 1985, as Entry No. 4182363, in Book 5722 at Page 924;
Addendum to Declaration of Restrictions and Grant of Easements, and the terms and conditions thereof, recorded January 15, 1986, as Entry No. 4189540, in Book 5727 at Page 2985;
Amended Declaration of Restrictions and Grant of Easements, and the terms and conditions thereof, recorded March 12, 1987, as Entry No. 4243664, in Book 5765 at Page 2527; and
Third Amended Declaration of Restrictions and Grant of Easements, and the terms and conditions thereof, recorded March 1, 1987, as Entry No. 4448700, in Book 5912 at Page 376; all of Official Records.

PARCEL D:

SCHEDULE A

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Taylorsville, UT
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Together with those certain Non-Exclusive access easement(s) as provided in the following:

- a) ACCESS EASEMENT AGREEMENT, dated August 3, 2004, by and between DDR Family Centers LP, a Delaware limited partnership and Hardy Redwood Center, LLC, a Utah limited liability company, dba Shops on Redwood, recorded August 18, 2004, as Entry No. 9149644, in Book 9027, at Page 1254, of Official Records.
- b) ACCESS EASEMENT AGREEMENT, dated August 3, 2004, by and between DDR Family Centers LP, a Delaware limited partnership and Hardy Redwood Center, LLC, a Utah limited liability company, dba Shops on Redwood, recorded August 18, 2004, as Entry No. 9149645, in Book 9027, at Page 1268, of Official Records.
- c) AMENDED AND RESTATED ACCESS EASEMENT AGREEMENT, dated February 23, 2005, by and between DDR Family Centers LP, a Delaware limited partnership; Hermes Associates, LTD., a Utah limited partnership; and Hardy Redwood Center, LLC, a Utah limited liability company, dba Shops on Redwood, recorded April 12, 2005, as Entry No. 9346731, in Book 9117, at Page 945, of Official Records.
- d) AMENDED AND RESTATED ACCESS EASEMENT AGREEMENT, dated February 23, 2005, by and between DDR Family Centers LP, a Delaware limited partnership; Hermes Associates, LTD., a Utah limited partnership; and Hardy Redwood Center, LLC, a Utah limited liability company, dba Shops on Redwood, recorded April 12, 2005, as Entry No. 9346732, in Book 9117, at Page 963, of Official Records.

PARCEL E:

Together with those certain Non-Exclusive easements for ingress, egress and parking upon the parking and common areas as provided in the following: a) Declaration of Restrictions and Grant of Easements, recorded February 14, 1985 as Entry No. 4050701 in Book 5629 at Page 2212, of Official Records.

- b) Declaration of Restrictions and Grant of Easements, and the terms and conditions thereof, recorded July 22, 1986, as Entry No. 4282574, in Book 5793 at Page 1801, of Official Records.
- c) Addendum to Declaration of Restrictions and Grant of Easements, and the terms and conditions thereof, recorded January 17, 1992, as Entry No. 5184473, in Book 6399 at Page 677, of Official Records.

PARCEL F:

Together with that certain Non-Exclusive driveway easement as provided in the following:
Easement Agreement dated September 17, 1981 and recorded December 30, 1981 in Entry No. 3635435, in Book 5327, Page 83 of the Official Records.

APN: 21-15-176-034-0000

SCHEDULE A

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