

When recorded, return to:

Steven C. Miner
Associated Food Stores, Inc.
1850 West 2100 South
Salt Lake City, Utah 84119

Tax Parcel ID Nos.: 14266001, 14266002, 14266003, 14266003, 14266004, 14266005,
14266006, 14266007, 14266008, 14266009, 142660014, 142660011, 142660015

SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS AND EASEMENTS

This Second Amendment to Declaration of Restrictions and Easements (this "Second Amendment") is made as of **February 15, 2022, 2022**, by and among ASSOCIATED FRESH MARKETS, INC., a Utah corporation ("AFM"), HYIF CLINTON TOWN CENTER, LLC, a Colorado limited liability company ("HYIF Clinton"), [WELLS FARGO BANK, N.A., a national banking association ("Wells Fargo"), WENDY'S PROPERTIES, LLC, a [] limited liability company ("Wendy's"), SEJ ASSET MANAGEMENT & INVESTMENT COMPANY, a Delaware corporation ("SEJ"), SB CLINTON L.C., a Utah limited liability company ("SB Clinton"), Alvie Carter-Trustee, and EMIC PROPERITES LP, a California limited partnership ("EMIC Properties"), CLINTON CITY SODA LLC, a Utah limited liability company. The foregoing entities are sometimes individually referred to herein as a "Party" and, collectively, as the "Parties."

RECITALS

A. The Parties are owners of parcels in a commercial shopping center located at the northwest corner of the intersection of 2000 West and 1800 North in Clinton, Davis County, Utah, sometimes known or referred to as "Clinton Towne Center Shopping Center" (the "Shopping Center"), as more fully described in Exhibit A attached hereto.

B. The Shopping Center, and each of the parcels therein, is subject to the terms and conditions of that certain "Declaration of Restrictions and Easements" dated as of October 22, 1998, and recorded in the official records of the Davis County Recorder, State of Utah (the "Official Records"), in Book 2379, beginning at Page 380, as Entry Number 1451282, as amended by that certain "First Amendment to Declaration of Restrictions and Easements" dated May 12, 2004, and recorded in the Official Records on June 2, 2004, in Book 3552, beginning at Page 315, as Entry Number 1991287 (as amended, the "Declaration"). Capitalized terms used in this Second Amendment that are not defined herein have the meanings given to them in the Declaration.

C. Ownership of the lots or parcels in the Shopping Center is currently as follows:

This document is being recorded solely as a courtesy and an accommodation to the parties named herein. National Title Agency of Utah, Inc. hereby expressly disclaims any responsibility or liability for the accuracy or the content thereof.

Lot or Parcel No.	Tax Parcel ID No.	Owner
1	14266001	HYIF Clinton Towne Center, LLC
2	14266002	Associated Fresh Markets, Inc.
3	14266003	HYIF Clinton Towne Center, LLC
4	14266004	Wells Fargo Bank, NA, as successor-in-interest to First Security Bank, NA
5	14266005	Wendy's Properties, LLC
6	14266006	HYIF Clinton Towne Center, LLC
7	14266007	SEJ Asset Management & Investment Company
8	14266008	SB Clinton L.C.
9	14266009	SB Clinton L.C.
10	142660014	Clinton City Soda LLC
11	142660011	Alive Carter, Trustee
12	142660015	EMIC Properties, LP

D. The Parties who are signatories to this Second Amendment are Owners or Prime Lessees of Parcels containing ninety percent (90%) or more of the total square footage of Building Area in the Shopping Center. Pursuant to Section 8.5 of the Declaration, the Parties who are signatories to this Second Amendment may amend or modify the Declaration by written agreement recorded in the Official Records.

E. The Parties desire to amend or modify the Declaration in the manner set forth below.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties hereby acknowledge the accuracy of the statements set forth in the above Recitals and incorporate the same herein by this reference and further agree as follows:

1. **Parcel Owners.** Section 1.3 of the Declaration is hereby amended and restated in its entirety to read as follows:

1.3 **Parties.** As of the date of the Second Amendment to Declaration and Restrictions of Easements, First Party (i.e., SB Clinton L.C.) is the Owner of Parcels 8, 9 and 10; HYIF Clinton Towne Center, LLC is the Owner of Parcels 1, 3 and 6; Associated Fresh Markets, Inc., is the Owner of Parcel 2; Wells Fargo Bank, NA, is the Owner of Parcel 4; Wendy's Properties, LLC is the Owner of Parcel 5; SEJ Asset Management & Investment Company is the Owner of Parcel 7; C&C Properties, LLC is the Owner of Parcel 11; and EMIC Properties, LP is the Owner of Parcel 12.

2. **Development of Parcels 8 and 9.**

2.1. **Existing Improvements on Parcels 8 and 9.** The original parties to the Declaration contemplated that the Shopping Center would be developed in two (2) phases, with

“Phase 1” consisting of Parcels 1, 2, 4, 5, 6, 7 and most of 3 and “Phase 2” consisting of Parcels 8, 9, 10, 11, 12 and a small portion of Parcel 3, as such Phases are shown or depicted on Exhibit A to the original Declaration. The Declaration further contemplated that a portion of the “Permanent Service Drive,” as described in the original Declaration, would be located in Phase 2, but that pending the development of Phase 2, a “Temporary Service Drive” would be located on Parcels 3, 4, 9 and 11, all as more fully described in Sections 3.5 and 3.6 of the Declaration and as shown on Exhibit A to the Declaration. Phase 1 has been developed, including a portion of the “Temporary Service Drive” constructed on Parcel 9 (as well as other Parcels). A portion of Phase 2 has been developed consisting of (a) buildings and other improvements on Parcels 11 and 12, (b) two rows of parking separated by a drive lane running generally from west to east located on the southern portion of Parcels 8 and 9, and (c) a portion of the “Permanent Service Drive” between Parcels 8 and 9 and also between Parcels 11 and 12, running generally south to north from 1800 North Street. The buildings and other improvements currently constructed or developed on Parcels 8, 9, 11 and 12 are more fully shown on Exhibit B hereto. The parking spaces and existing drive lane developed or constructed on Parcels 8 and 9, the portion of the “Permanent Service Drive” constructed on Parcels 8, 9, 11 and 12, and the portion of the “Temporary Service Drive” constructed on Parcel 9 (all shown on Exhibit C) are within the Common Area of the Shopping Center and are subject to the uses and the nonexclusive easements granted to all Owners and their tenants and invitees, as described in Sections 2.2, 3.1 and 3.2 of the Declaration and may not be modified by any Owner except in accordance with the Declaration.

2.2. **Storage Facility on Parcels 8 and 9.** The Parties acknowledge that SB Clinton L.C., as the Owner of Parcels 8 and 9, has combined Parcels 8 and 9 into a single parcel (Parcel 14) and will be developing the new Parcel 14 as a storage facility with individual storage units that may be rented by the general public (the “Storage Facility”). Such Storage Facility will be a part of the Shopping Center and are subject to the terms and conditions of the Declaration, including the restrictions on uses described in Section 2.3 below; provided, that the Storage Facility with individual storage units is a permitted use on Parcels 8 and 9.

2.3. **Restrictive Uses.** Notwithstanding the terms and conditions of the Declaration, the Parties agree that the restrictive, prohibited, and exclusive use restrictions set forth in Section 5 of the Declaration will continue to apply to and be binding on Parcels 8 and 9 (and new Parcel 14, if approved) and the Owners thereof, except that the restriction in Section 5.2 (b) of the Declaration regarding the use of any Parcel as a “warehouse” will not apply to a storage facility on Parcels 8 and 9 (or new Parcel 14 if approved) consisting of one or more buildings with individual storage units that may be rented by the general public.

2.4. **Permanent Service Drive.** Upon recordation of this Second Amendment, (a) Section 3.6 (Temporary Service Drive) and Schedule III of the Declaration are deleted, (b) what was originally intended to be the “Temporary Service Drive” will become the “Permanent Service Drive,” and (c) any references in the Declaration to the “Temporary Service Drive” will mean the “Permanent Service Drive.” For the avoidance of doubt, the Permanent Service Drive is depicted on Exhibit C hereto.

2.5. **Parcels 8 and 9 and Schedule I; Amendment of Subdivision Plat and Site Plan.** In connection with S.B. Clinton’s proposed storage units on Parcels 8 and 9, S.B.

Clinton has received approval from Clinton City to amend the subdivision plat to combine Parcels 8 and 9 into a single Lot 14. Upon final, non-appealable approval by Clinton City of the plat amendment in the form attached hereto as **Exhibit D** (the "Plat Amendment"), the Parties agree: (a) the definitions of Parcels 8 and 9 as set forth on Schedule I to the Declaration are amended to match the descriptions set forth on the Plat Amendment; and (b) the Site Plan attached as Exhibit A to the Declaration is amended to update the Parcel 8 and 9 lot lines consistent with the Plat Amendment. For the avoidance of doubt, if the Plat Amendment is not approved, this Section 2.5 will be void. Further, the Parties agree the Plat Amendment will not impair access, utilities or other circulation at the Shopping Center and any utility adjustments or other costs related to the Plat Amendment will be at the sole cost of SB Clinton.

2.6 **Common Area Maintenance Obligations.** If the Plat Amendment is recorded and SB Clinton commences construction of the Storage Facility on Parcels 8 and 9, the Parties agree to amend the Common Area Maintenance Agreement dated October 22, 1998, and recorded in the Official Records on October 23, 1998, in Book 2379, beginning at page 430, as Entry Number 1451283, as amended by that certain "First Amendment to Common Area Maintenance Agreement" dated May 12, 2004, and recorded in the Official Records on June 2, 2004, in Book 3552, beginning at Page 326, as Entry Number 19991288 (as amended, the "CAMA") pursuant to the terms of the CAMA amendment attached hereto as **Exhibit E**.

2.7 **Type and Design of Buildings.** Section 2.3(c) of the Declaration is amended to exclude Parcel 9. Parcel 9 will not be required to be equipped with automatic sprinkler systems, unless required by City or State building codes and requirements.

3. **Food, Pharmacy and Fuel Center Restrictions.** Section 5.1 of the Declaration is hereby amended and restated in its entirety to read as follows:

5.1 **Supermarket; Fuel Center Restriction.** No part of the Shopping Center, other than Parcel 2 shall be used as a supermarket, which shall be defined as any store or department containing more than 2,000 square feet (4,500 square feet for Parcels 1, 3 and/or 6) of Floor Area, including aisle space and storage, primarily devoted to the retail sale of food for off-premises consumption; as a bakery or delicatessen; as a cigarette or smoke shop or any other store the primary business of which is to sell tobacco products and/or accessories; for the sale of fresh or frozen meat, fish, poultry, or produce for off-premises consumption; for the sale of alcoholic beverages for off-premises consumption; or for the sale or offer for sale of any pharmaceutical products requiring the services of a registered pharmacist. No part of the Shopping Center, other than Parcel 7, may be used as a gasoline station or fueling facility or any other operation the primary business of which is to sell gasoline products.

4. **Retail Use Restrictions.** Section 5.2(a) of the Declaration is amended and restated in its entirety to read as follows:

(a) **Retail Use Restrictions.** No part of Parcel 1, 3 or 4 shall be used for any purpose other than for retail sales, retail services (including Financial Institutions) or restaurants. Without limiting the foregoing, no part of the Shopping

Center shall be used for an automotive maintenance or repair facility (other than a Fuel Center where permitted in the Shopping Center and a National Chain CCF on Parcel 7), a second hand or surplus store, or for any entertainment or recreational facility or training or educational facility (except that: (i) a theater, gym, fitness center or health spa is permitted on Parcel 2; and (ii) a fitness center or health spa with no more than 4,500 square feet is permitted on Parcels 1, 3 and/or 6). For purpose of this Declaration, the phrase "entertainment or recreational facility" shall include, without limitation, a theater, bowling alley, skating rink, gym, health spa or studio, dance hall, billiard or pool hall, game parlor or video arcade (which shall be defined as any store containing more than four (4) electronic games). The phrase "training or educational facility shall include, without limitation, a beauty school, barber college, reading room, place of instruction or any other operation catering primarily to students or trainees as opposed to customers; provided, however, businesses primarily devoted to student tutoring, such as Kumon, Mathnasium, Sylvan Learning and Code Ninjas, are permitted in the Shopping Center.

5. **Location Restrictions.** Section 5.3 of the Declaration is hereby deleted in its entirety.

6. **Notices.** Pursuant to Section 8.10(a) of the Declaration, the parties agree and give notice that the current addresses of the parties for giving notices is as follows:

- | | |
|---|--|
| • SB Clinton L.C.
C/O Eldon Haacke
6770 South 900 East
Suite 302
Salt Lake City, UT 84047 | HYIF Clinton Towne Center, LLC
Attention: Jeanette Brown
1391 Speer Blvd., Suite 800
Denver, CO 82024 |
| • Associated Fresh Markets, Inc.
Attention: President Steven Miner
1850 West 2100 South
Salt Lake City, UT 84119 | Wells Fargo, N.A.
c/o Wells Fargo/Wahovia Bank
PO Box 2609
Carlsbad, CA 92018 |
| Wendy's Properties, LLC
One Dave Thomas Blvd
Dublin, Ohio 43017
C&C Properties, LLC | SEJ Asset Management & Investment Co.
PO Box 711
Dallas, TX 75221-0711 |
| Alive Carter-Trustee
1445 Lombardy Dr.
Salt Lake City, UT 84121 | EMIC Properties, LP
c/o Nancy Conger
PO Box 1326
Sausalito, CA 94966 |
| • Clinton City Soda LLC
C/O Jordan Olsen | |

857 South 1425 West
Clearfield, UT 84015

7. **Remaining Terms Unchanged.** Except as amended or modified by this Second Amendment, all of the remaining terms and conditions set forth in the Declaration remain unchanged and are in full force and effect.

8. **Counterparts.** This Second Amendment may be executed in counterparts, each of which is deemed an original instrument and all of which constitute and comprise a single agreement. Any Party may remove the signature pages from any counterpart and attach the same to any other counterpart for the purpose of creating a single instrument containing the signatures and notarizations for all Parties.

*[Remainder of page left blank.
Signature pages follow.]*

*[Counterpart signature page to Second Amendment
to Declaration of Restrictions and Easements]*

Executed as of the day and year first written above.

ASSOCIATED FRESH MARKETS, INC.

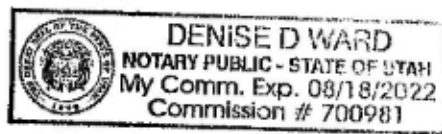
By: Robert D. O'Bray
Name: Robert D. O'Bray
Title: Vice President

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

On March 9, 2022, before me the undersigned notary public, personally appeared Robert D. O'Bray, the Vice President of Associated Fresh Markets, Inc., who duly acknowledged to and before me that he signed the foregoing instrument for and on behalf of said entity, having all requisite authority to so act.

Denise D Ward
Notary Public

[seal]



*[Counterpart signature page to Second Amendment
to Declaration of Restrictions and Easements]*

*[Counterpart signature page to Second Amendment
to Declaration of Restrictions and Easements]*

SB CLINTON L.C.

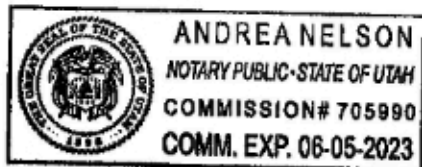
By: Eldon V. Haacke
Name: Eldon V. Haacke
Title: Managing Member

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

On [February 14th], 2022, before me the undersigned notary public, personally appeared Eldon V. Haacke, the Managing Member of SB Clinton L.C., who duly acknowledged to and before me that he signed the foregoing instrument for and on behalf of said entity, having all requisite authority to so act.

Andrea Nelson
Notary Public

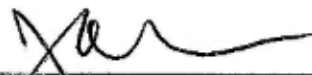
[seal]



*[Counterpart signature page to Second Amendment
to Declaration of Restrictions and Easements]*

Executed as of the day and year first written above.

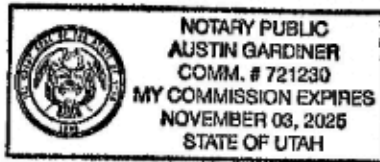
CLINTON CITY SODA LLC

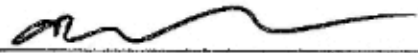
By: 
Name: Jodan Olsen
Title: Managing Member

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

On March 7th, 2022, before me the undersigned notary public, personally appeared Jodan Olsen, the Managing Member of Clinton Soda LLC, who duly acknowledged to and before me that he signed the foregoing instrument for and on behalf of said entity, having all requisite authority to so act.

[seal]




Notary Public

[Counterpart signature page to Second Amendment
to Common Area Maintenance Agreement]

EMIC PROPERTIES LP
By: RMIC Assets, Inc., General Partner

By: [Signature]
Name: Nancy S. Conger
Title: President

STATE OF California)
) : ss.
COUNTY OF Marin)

On [2-17], 2022, before me the undersigned notary public, personally
appeared Nancy Conger, the President of
EMIC Properties LP, who duly acknowledged to and before me that he signed the foregoing
instrument for and on behalf of said entity, having all requisite authority to so act.



[Signature]
Notary Public

[seal]

EXHIBIT A
(To Second Amendment to Declaration of Restrictions and Easements)

The following lots or parcels are located in the Clinton Towne Shopping Center, Clinton, Utah, according to the official plat thereof on file and of record in the official records of the Davis County Recorder, State of Utah:

All of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12.

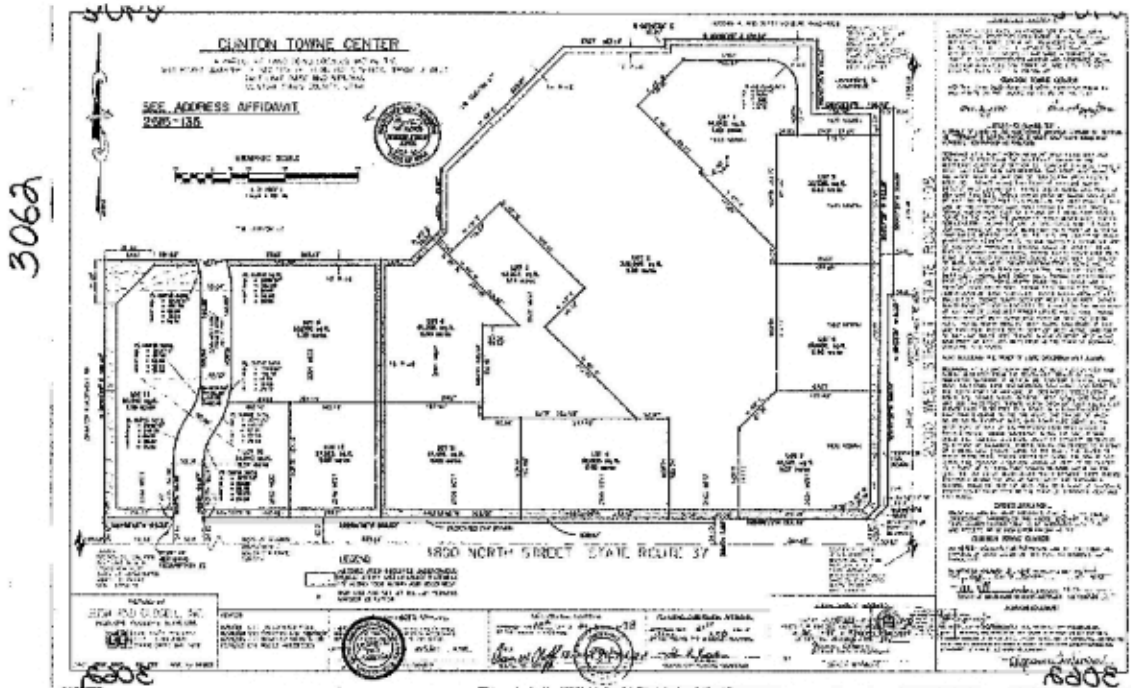
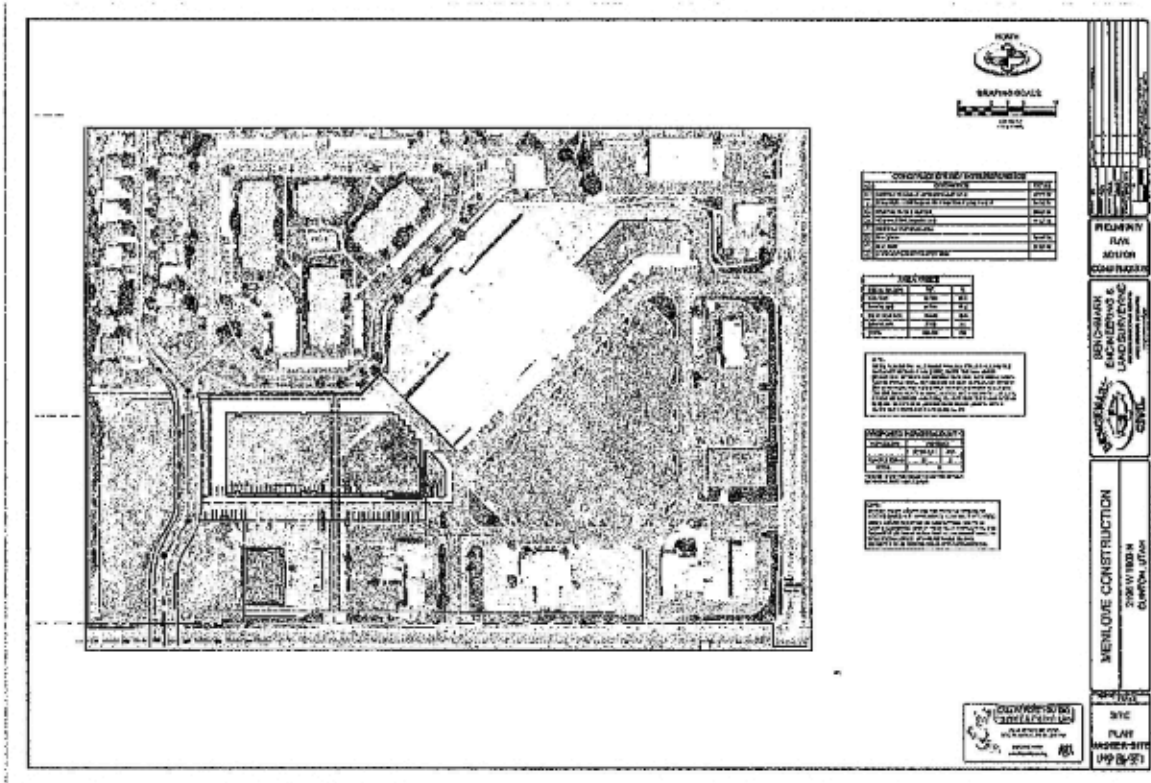


EXHIBIT B
(To Second Amendment to Declaration of Restrictions and Easements)



CONDITIONS OF USE/COMPLIANCE

1. ALL UTILITIES TO REMAIN UNDERGROUND	YES
2. ALL UTILITIES TO REMAIN UNDERGROUND	YES
3. ALL UTILITIES TO REMAIN UNDERGROUND	YES
4. ALL UTILITIES TO REMAIN UNDERGROUND	YES
5. ALL UTILITIES TO REMAIN UNDERGROUND	YES
6. ALL UTILITIES TO REMAIN UNDERGROUND	YES
7. ALL UTILITIES TO REMAIN UNDERGROUND	YES
8. ALL UTILITIES TO REMAIN UNDERGROUND	YES

REVISIONS

NO.	DATE	DESCRIPTION
1	01/15/01	ISSUED FOR PERMITS
2	02/15/01	REVISED PER PERMITTING AGENCIES
3	03/15/01	REVISED PER PERMITTING AGENCIES
4	04/15/01	REVISED PER PERMITTING AGENCIES
5	05/15/01	REVISED PER PERMITTING AGENCIES

THIS PLAN IS A PRELIMINARY PLAN AND IS NOT TO BE USED FOR CONSTRUCTION. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

PROPOSED PROJECTIONS

NO.	DATE	DESCRIPTION
1	01/15/01	ISSUED FOR PERMITS
2	02/15/01	REVISED PER PERMITTING AGENCIES
3	03/15/01	REVISED PER PERMITTING AGENCIES
4	04/15/01	REVISED PER PERMITTING AGENCIES
5	05/15/01	REVISED PER PERMITTING AGENCIES

THIS PLAN IS A PRELIMINARY PLAN AND IS NOT TO BE USED FOR CONSTRUCTION. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.



PROPERTY
PLAN
NO.
DATE

ENGINEER
NAME
DATE

CONTRACTOR
NAME
DATE

REVISIONS

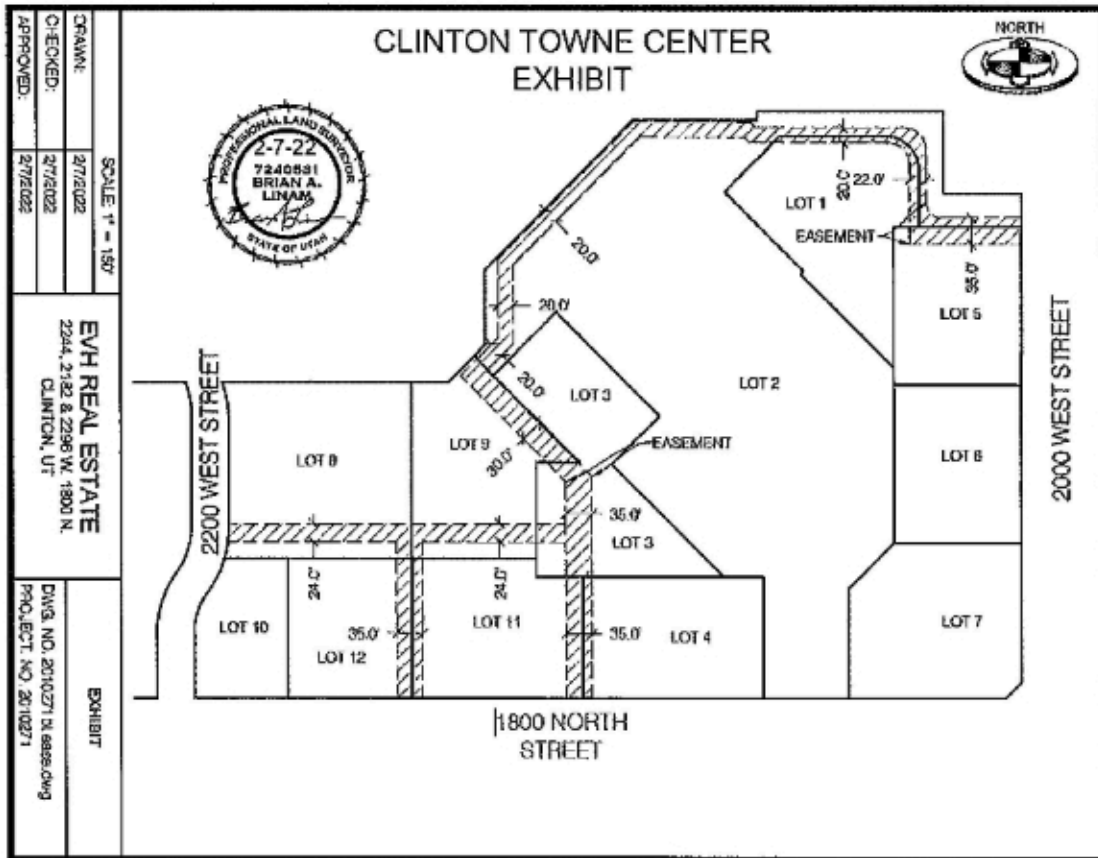
SCALE

DATE

BY

CHKD

EXHIBIT C
(To Second Amendment to Declaration of Restrictions and Easements)



BEGINNING AT A POINT BEING NORTH 89°59'06" WEST 632.40 FEET AND NORTH 00°00'54" EAST 42.00 FEET FROM THE EAST QUARTER CORNER OF SECTION 28, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 89°59'06" WEST 35.00 FEET; THENCE NORTH 209.20 FEET; THENCE WEST 192.83 FEET; THENCE SOUTH 209.15 FEET; THENCE NORTH 89°59'06" WEST 35.00 FEET; THENCE NORTH 209.14 FEET; THENCE WEST 227.33 FEET; THENCE NORTHEASTERLY 18.78 FEET ALONG ARC OF A 149.50 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT, CHORD BEARS NORTH 03°35'54" EAST 18.77 FEET; THENCE NORTH 5.27 FEET; THENCE EAST 453.98 FEET; THENCE NORTH 55.85 FEET; THENCE NORTH 45°00'00" WEST 201.06 FEET; THENCE NORTH 45°00'00" EAST 71.60 FEET; THENCE NORTH 104.83 FEET THENCE NORTH 45°00'00" EAST 259.84 FEET; THENCE EAST 157.06 FEET; THENCE SOUTH 45°00'00" EAST 10.33 FEET; THENCE EAST 199.37 FEET; THENCE SOUTHEASTERLY 47.12 FEET ALONG THE ARC OF A 30.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARS SOUTH 45°00'00" EAST 42.43 FEET; THENCE SOUTH 70.46 FEET; THENCE SOUTHEASTERLY 31.42 FEET ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARS SOUTH 45°00'00" EAST 28.28 FEET; THENCE EAST 107.98 FEET; THENCE SOUTH 00°07'29" WEST 35.00 FEET; THENCE WEST 149.90 FEET; THENCE NORTH 105.46 FEET; THENCE NORTHWESTERLY 47.12 FEET ALONG THE ARC OF A 30.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARS NORTH 45°00'00" WEST 42.43 FEET; THENCE WEST 185.66 FEET; THENCE NORTH 45°00'00" WEST 10.33 FEET; THENCE WEST 140.49 FEET; THENCE SOUTH 45°00'00" WEST 243.27 FEET; THENCE SOUTH 104.83 FEET; THENCE SOUTH 45°00'00" WEST 49.88 FEET; THENCE SOUTH 45°00'00" EAST 200.56 FEET; THENCE SOUTH 296.48 FEET TO THE POINT OF BEGINNING.

EXHIBIT D
(To Second Amendment to Declaration of Restrictions and Easements)

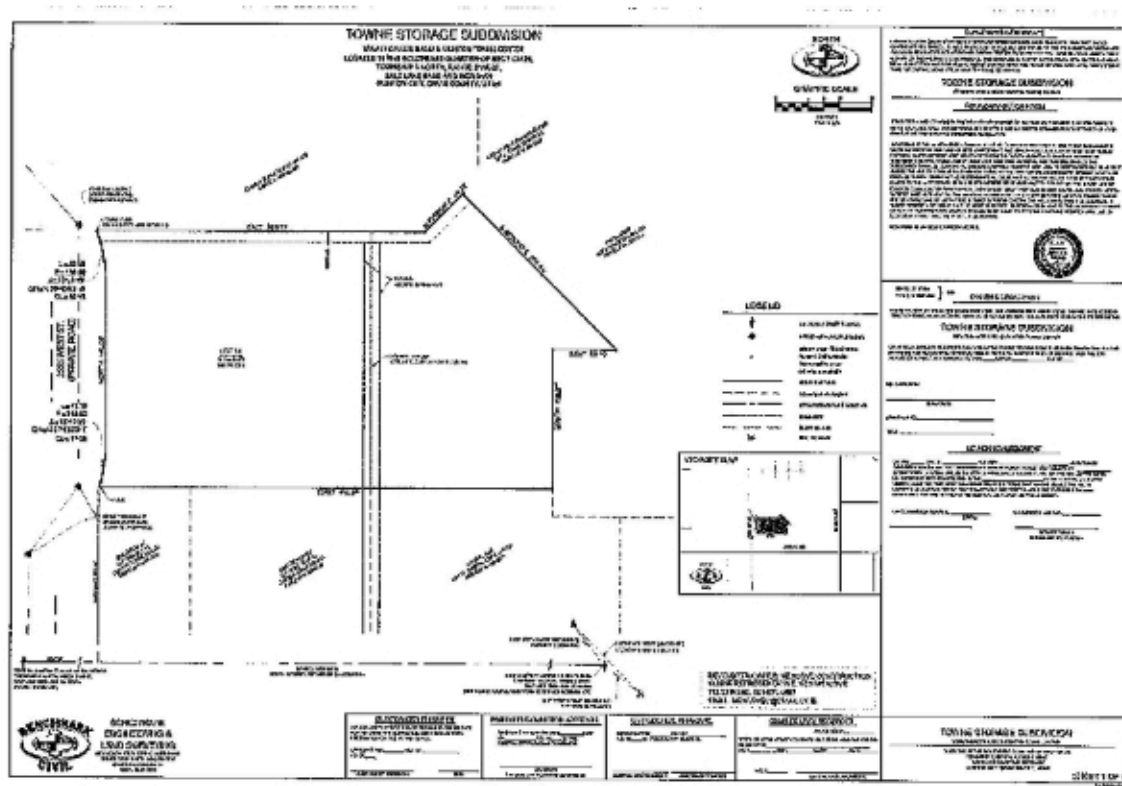


EXHIBIT E

(To Second Amendment to Declaration of Restrictions and Easements)

[See Attached Second Amendment to CAMA of Clinton Towne Center]

When recorded, return to:

Steven C. Miner
Associated Food Stores, Inc.
1850 West 2100 South
Salt Lake City, Utah 84119

Tax Parcel ID Nos.: 14266001, 14266002, 14266003, 14266003, 14266004, 14266005,
14266006, 14266007, 14266008, 14266009, 142660014, 142660011, 142660015

SECOND AMENDMENT TO COMMON AREA MAINTENANCE AGREEMENT

This Second Amendment to Common Area Maintenance Agreement (this "Second Amendment") is made as of **February 15, 2022**, by and among ASSOCIATED FRESH MARKETS, INC., a Utah corporation ("AFM"), HYIF CLINTON TOWN CENTER, LLC, a Colorado limited liability company ("HYIF Clinton"), [WELLS FARGO BANK, N.A., a national banking association ("Wells Fargo"), WENDY'S PROPERTIES, LLC, a [] limited liability company ("Wendy's"), SEJ ASSET MANAGEMENT & INVESTMENT COMPANY, a Delaware corporation ("SEJ"), SB CLINTON L.C., a Utah limited liability company ("SB Clinton"), Alvie Carter-Trustee, and EMIC PROPERTIES LP, a California limited partnership ("EMIC Properties"), CLINTON CITY SODA LLC, a Utah limited liability company. The foregoing entities are sometimes individually referred to herein as a "Party" and, collectively, as the "Parties."

RECITALS

A. The Parties are owners of parcels in a commercial shopping center located at the northwest corner of the intersection of 2000 West and 1800 North in Clinton, Davis County, Utah, sometimes known or referred to as "Clinton Towne Center Shopping Center" (the "Shopping Center"), as more fully described in Exhibit A attached hereto.

B. The Shopping Center, and each of the parcels therein, is subject to the terms and conditions of that certain "Common Area Maintenance Agreement" dated October 22, 1998, and recorded in the official records of the Davis County Recorder, State of Utah (the "Official Records") on October 23, 1998, in Book 2379, beginning at page 430, as Entry Number 1451283, as amended by that certain "First Amendment to Common Area Maintenance Agreement" dated May 12, 2004, and recorded in the Official Records on June 2, 2004, in Book 3552, beginning at Page 326, as Entry Number 1991288 (as amended, the "CAMA"). Capitalized terms used in this Second Amendment that are not defined herein have the meanings given to them in the CAMA.

C. Ownership of the lots or parcels in the Shopping Center is currently as follows:

Lot or Parcel No.	Tax Parcel ID No.	Owner
1	14266001	HYIF Clinton Towne Center, LLC

2	14266002	Associated Fresh Markets, Inc.
3	14266003	HYIF Clinton Towne Center, LLC
4	14266004	Wells Fargo Bank, NA, as successor-in-interest to First Security Bank, NA
5	14266005	Wendy's Properties, LLC
6	14266006	HYIF Clinton Towne Center, LLC
7	14266007	SEJ Asset Management & Investment Company
8	14266008	SB Clinton L.C.
9	14266009	SB Clinton L.C.
10	142660014	Clinton City Soda LLC
11	142660011	Alive Carter, Trustee
12	142660015	EMIC Properties, LP

D. Simultaneous with the execution of this Second Amendment, the Parties entered into that certain Second Amendment to the "Declaration of Restrictions and Easements" dated as of October 22, 1998, and recorded in the Official Records, in Book 2379, beginning at Page 380, as Entry Number 1451282, as amended by that certain "First Amendment to Declaration of Restrictions and Easements" dated May 12, 2004, and recorded in the Official Records on June 2, 2004, in Book 3552, beginning at Page 315, as Entry Number 1991287 (the "Second Amendment to Declaration"). The Second Amendment to Declaration, among other things, provides for a plat amendment to combine Parcels 8 and 9 into a single parcel (Parcel 14) and establishes drive aisles and other Common Area elements.

E. The Parties who are signatories to this Second Amendment are Owners or Prime Lessees of Parcels containing ninety percent (90%) or more of the total square footage of Building Area in the Shopping Center. Pursuant to Section 13.5 of the CAMA, the Parties who are signatories to this Second Amendment may amend or modify the CAMA by written agreement recorded in the Official Records.

F. In conjunction with the Second Amendment to the Declaration, the Parties desire to amend or modify the CAMA in the manner set forth below.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties hereby acknowledge the accuracy of the statements set forth in the above Recitals and incorporate the same herein by this reference and further agree as follows:

1. **Billing for Expenses.** As set forth in Section 7.1 of the CAMA, the Owners of Parcels 8 and 9 are currently responsible for their pro rata share (18.25% total – 11.22% for Parcel 8 and 7.03% for Parcel 9) of all expenses. The foregoing notwithstanding, for expenses related solely to the maintenance, repair and replacement of parking areas and drive aisles (including, without limitation, asphalt repair, stripping, sealing, and mill and overlay work) (collectively, "Asphalt Repairs and Maintenance"), beginning on the Storage Facility Opening Date (as defined below), if same occurs, the pro rata share for Parcels 8 and 9 will be 8.54% total (5.25% for Parcel 8 and 3.29% for Parcel 9), and accordingly the proportionate shares of the Asphalt Repairs and Maintenance to be borne by each Owner will be as set forth on **Exhibit B** hereto. For the avoidance

of doubt, all other expenses (other than Asphalt Repairs and Maintenance) will be shared in the proportions set forth in Section 7.1 of the CAMA, as amended by the First Amendment to the CAMA.

2. **Recalculation Date.** The Parties acknowledge the Recalculation Date, as defined in Section 7.2 of the CAMA, has occurred as buildings and other improvements have been constructed on Parcels 11 and 12. Accordingly, the proportionate shares of the Common Area expenses to be borne by each Owner are currently, and will continue to be, as set forth in Section 7.1 of the CAMA, as amended by the First Amendment to the CAMA, until such time as the Owner(s) of Parcels 8 and 9 open a Storage Facility (as defined in the Second Amendment to Declaration) (the "Storage Facility Opening Date"). On the Storage Facility Opening Date, if same occurs, the proportionate shares of the Asphalt Repairs and Maintenance to be borne by each Owner will be adjusted pro-rata as set forth in Section 1 of this Second Amendment.

3. **Notices.** Pursuant to Section 13.7 of the CAMA, the parties agree and give notice that the current addresses of the parties for giving notices is as follows:

SB Clinton L.C.
C/O Eldon Haacke
6770 South 900 East
Suite 302
Salt Lake City, UT 84047

HYIF Clinton Towne Center, LLC
Attention: Jeanette Brown
1391 Speer Blvd., Suite 800
Denver, CO 82024

Associated Fresh Markets, Inc.
Attention: President Steven Miner
1850 West 2100 South
Salt Lake City, UT 84119

Wells Fargo, N.A.
c/o Wells Fargo/Wahovia Bank
PO Box 2609
Carlsbad, CA 92018

Wendy's Properties, LLC
One Dave Thomas Blvd
Dublin, Ohio 43017
C&C Properties, LLC

SEJ Asset Management & Investment Co.
PO Box 711
Dallas, TX 75221-0711

Alive Carter-Trustee
1445 Lombardy Dr.
Salt Lake City, UT 84121

EMIC Properties, LP
c/o Nancy Conger
PO Box 1326
Sausalito, CA 94966

Clinton City Soda LLC
C/O Jordan Olsen
857 South 1425 West
Clearfield, UT 84015

4. **Remaining Terms Unchanged.** Except as amended or modified by this Second Amendment, all of the remaining terms and conditions set forth in the CAMA remain unchanged and are in full force and effect.

5. **Counterparts.** This Second Amendment may be executed in counterparts, each of which is deemed an original instrument and all of which constitute and comprise a single agreement. Any Party may remove the signature pages from any counterpart and attach the same to any other counterpart for the purpose of creating a single instrument containing the signatures and notarizations for all Parties.

[Remainder of page left blank. Signature pages follow.]

*[Counterpart signature page to Second Amendment
to Common Area Maintenance Agreement]*

Executed as of the day and year first written above.

ASSOCIATED FRESH MARKETS, INC.

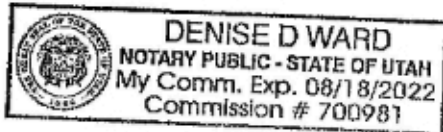
By: Robert D. O'Bray
Name: Robert D. O'Bray
Title: Vice President

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

On March 9, 2022, before me the undersigned notary public, personally appeared Robert D. O'Bray, the Vice President of Associated Fresh Markets, Inc., who duly acknowledged to and before me that he signed the foregoing instrument for and on behalf of said entity, having all requisite authority to so act.

Denise D Ward
Notary Public

[seal]



[Counterpart signature page to Second Amendment
to Common Area Maintenance Agreement]

SB CLINTON L.C.

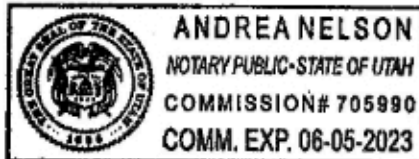
By: Eldon V. Haacke
Name: Eldon V. Haacke
Title: Managing Member

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

On [February 14th], 2022, before me the undersigned notary public, personally appeared Eldon V. Haacke, the Managing Member of SB Clinton L.C., who duly acknowledged to and before me that he signed the foregoing instrument for and on behalf of said entity, having all requisite authority to so act.

Andrea Nelson
Notary Public

[seal]



*[Counterpart signature page to Second Amendment
to Declaration of Restrictions and Easements]*

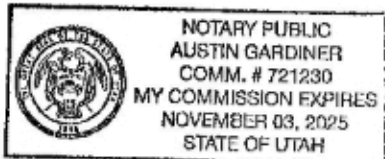
Executed as of the day and year first written above.

CLINTON CITY SODA LLC

By: [Signature]
Name: Jodan Olsen
Title: Managing Member

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

On [March 4th], 2022, before me the undersigned notary public, personally appeared Jodan Olsen, the Managing Member of Clinton City Soda LLC, who duly acknowledged to and before me that he signed the foregoing instrument for and on behalf of said entity, having all requisite authority to so act.



[seal]

[Signature]
Notary Public

[Counterpart signature page to Second Amendment
to Common Area Maintenance Agreement]

WENDY'S PROPERTIES LLC

DS
BT

By: *Kris A. Kaffenbarger*
Name: Kris A. Kaffenbarger
Title: VP - Global Systems Optimization, Franchise & Portfolio Mgmt.

STATE OF Ohio)
)
COUNTY OF Franklin) : ss.

On February 25, 2022, before me the undersigned notary public, personally appeared Kris A. Kaffenbarger, the VP - Global Systems Optimization, Franchise & Portfolio Mgmt. of Wendy's Properties LLC, who duly acknowledged to and before me that he signed the foregoing instrument for and on behalf of said entity, having all requisite authority to so act.

Kelly J. Smith
Notary Public

[seal]



[Counterpart signature page to Second Amendment
to Common Area Maintenance Agreement]

EMIC PROPERTIES LP
 By: RMIC Assets, Inc., General Partner
 By: [Signature]
 Name: Nancy S. Conger
 Title: President

STATE OF California)
) : ss.
 COUNTY OF Marin)

On [2-17], 2022, before me the undersigned, notary public, personally appeared Nancy Conger, the President of EMIC Properties LP, who duly acknowledged to and before me that he signed the foregoing instrument for and on behalf of said entity, having all requisite authority to so act.



[Signature]

 Notary Public

[seal]

EXHIBIT A
(To Second Amendment to Common Area Maintenance Agreement)

The following lots or parcels are located in the Clinton Towne Shopping Center, Clinton, Utah, according to the official plat thereof on file and of record in the official records of the Davis County Recorder, State of Utah:

All of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12.

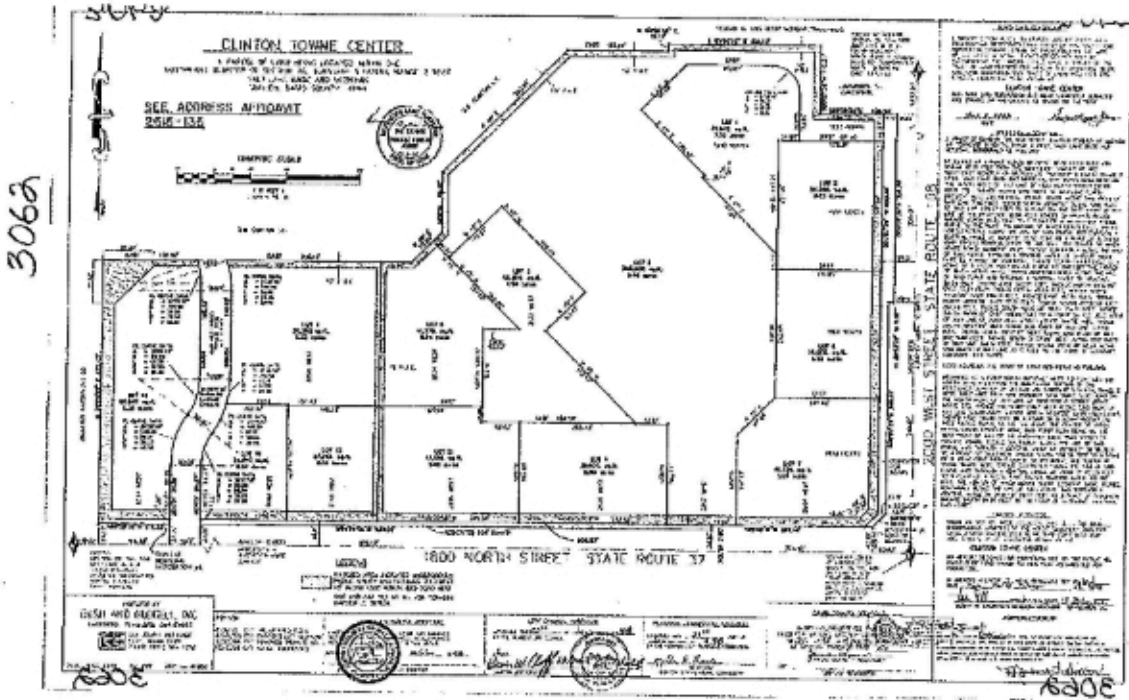


EXHIBIT B
Proportionate Share of Asphalt Repair and Maintenance

<u>Parcel No.</u>	<u>Percent of Non-Asphalt Expenses</u>	<u>Percent of Asphalt Expenses</u>
1	8.71%	9.74%
2	38.55%	43.13%
3	10.05%	11.23%
4	2.68%	3.00%
5	4.02%	4.50%
6	4.02%	4.50%
7	2.68%	3.00%
8	11.22%	5.25%
9	7.03%	3.29%
10	3.35%	3.75%
11	3.01%	3.37%
12	4.69%	5.25%
TOTAL	100.00%	100.00%