

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**
Bryan B. Todd
358 So. Rio Grande, Suite 200
Salt Lake City, Utah 84101

9876679
10/16/2006 10:11 AM \$27.00
Book - 9365 Pg - 7010-7013
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
TALON GROUP
BY: KJE, DEPUTY - WI 4 P.

**SUPPLEMENTAL DECLARATION
(CYPRUS FEDERAL CREDIT UNION PARCEL)**

THIS SUPPLEMENTAL DECLARATION (this "**Supplemental Declaration**") is made by and between **AMSOURCE Highbury, LLC**, a Utah limited liability company ("**Declarant**") and **CYPRUS FEDERAL CREDIT UNION** ("**Cyprus**").

WHEREAS, Declarant is the Declarant under that certain Grant of Easements and Declaration of Covenants, Conditions & Restrictions dated September __, 2006 and recorded in the Salt Lake County, Utah Official Records as Entry No. 9876676 in Book 9365 beginning at Page 0981, as amended (the "**Declaration**"), regarding the "**Property**" legally described on **Exhibit A** attached hereto; and

WHEREAS, Cyprus is the owner of the "**Cyprus Property**" legally described on said **Exhibit A**; and

WHEREAS, Declarant and Cyprus (the "**Parties**") desire to supplement the Declaration as set forth below;

NOW, THEREFORE, the Parties agree as follows:

1. Capitalized terms used but not defined herein shall be defined as set forth in the Declaration.
2. The owner of the Cyprus Property (the "**CP Owner**") shall maintain and insure (in accordance with **Section 3** below) the same, including all buildings and other improvements thereon, in compliance with all applicable governmental laws, rules, regulations, orders and ordinances, and in a safe, sound condition, clean and free of rubbish, debris, and other hazards to persons using the same, and shall repair and replace the same, so as to maintain the architectural and aesthetic harmony of the Property as a whole. Such operation, maintenance, and repair shall be performed and carried out promptly and in a first class and workmanlike manner, quality and condition comparable to that of the remainder of the Property and of first class shopping centers of comparable size and nature to that of the Property, located in the same geographic area as the

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Property. As long as the CP Owner performs as provided above, the CP Owner shall be excluded from any and all costs, expenses, assessments or other charges arising out of or related to Section 5 (Maintenance and Repair of Common Facilities) of the Declaration. Notwithstanding the foregoing, the CP Owner shall contribute its prorata share of assessments charged under the Master Declaration of Easements, Covenants and Restrictions for Highbury Commons at Lake Park, promptly upon receipt of invoice therefor. If the CP Owner fails to maintain the Cyprus Property as provided herein at any time, Declarant shall give the CP Owner written notice of such failure, and the CP Owner shall have a reasonable period of time, not less than thirty (30) days, to correct any maintenance problems. If the CP Owner fails to correct the maintenance problems within such time, Declarant may elect to maintain the Cyprus Property and charge the CP Owner as otherwise provided in the Declaration.

3. The CP Owner shall obtain and maintain general public liability insurance naming Declarant and all Owners (as defined in the Declaration) as additional named insureds against any claims for personal injury, death or property damage occurring in, upon or about the Cyprus Property, including contractual liability. Such insurance shall be written with a financially responsible insurer licensed to do business in the State of Utah, and shall contain an endorsement requiring thirty (30) days' (the "Notice Period") written notice to all named insureds before cancellation or change in the coverage, scope or amount of the policy. The limits of liability of all such insurance shall be not less than Three Million Dollars (\$3,000,000.00) single liability limit for both personal injury and property damage. If the limits of such insurance become inadequate due to the changes in overall price level or the size of claims being experienced, the CP Owner shall increase the limits based on shopping center industry practices for similarly situated and comparable properties. The CP Owner shall cause a current certificate of insurance to be issued and delivered to Declarant evidencing the insurance required hereunder at all times. If Declarant shall receive notice of cancellation or change in the coverage, scope or amount of such policy, without receiving evidence of a replacement policy meeting the requirements hereof before the end of the applicable Notice Period, Declarant may obtain such a replacement policy and charge the CP Owner for the cost thereof as provided for charges and the collection thereof under the Declaration.

4. The provisions hereof shall be supplementary to, and except as specifically set forth herein shall not modify, the Declaration, and shall run with and bind and benefit the Property and the Cyprus Property, and shall bind and benefit the Declarant and Cyprus, and their successors in interest. Cyprus hereby confirms that the Cyprus Property is and shall remain subject to the provisions of the Declaration, as specifically amended hereby.

(Signatures on following page)



WITNESS OUR SIGNATURES effective October 5, 2006:

AMSOURCE HIGHBURY, LLC,
a Utah limited liability company, by
its Manager, Amsource Development
Inc., a Utah limited liability company

By: David Jackson
Its: PRESIDENT

By: [Signature]
Its: VICE PRESIDENT

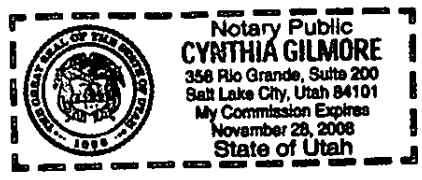
CYPRUS FEDERAL CREDIT UNION

By: Steve Fjood
Its: V.P. of Branches

STATE OF UTAH;
COUNTY OF SALT LAKE:

The foregoing instrument was acknowledged before me this 7th day of
October 2006, by David R. Gaskill and Bryan B. Todd
in the capacities indicated.

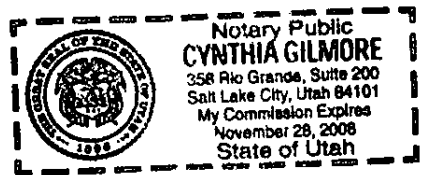
Notary Public: [Signature]



STATE OF UTAH;
COUNTY OF SALT LAKE:

The foregoing instrument was acknowledged before me this 9th day of
Oct. 2006, by Gene Field, in the capacity indicated.

Notary Public: [Signature]



[Handwritten mark]

EXHIBIT A

**LEGAL DESCRIPTION OF
THE PROPERTY**

Lots 5a, 5b, 5c, 5d, 5e and 5f, Highbury Shoppes Subdivision amending Lot 5 of Highbury Commons at Lake Park to create Lots 5a, 5b, 5c, 5d, 5e and 5f, according to the Official Plat thereof recorded OCTOBER 16, 2006 as Entry No. 9876677 in Book 9365 of Plats at Page 7006 in the Office of the Salt Lake County Recorder.

**LEGAL DESCRIPTION OF
THE CYPRUS PROPERTY**

Lot 5c, Highbury Shoppes Subdivision amending Lot 5 of Highbury Commons at Lake Park to create Lots 5a, 5b, 5c, 5d, 5e and 5f, according to the Official Plat thereof recorded OCTOBER 16, 2006 as Entry No. 9876677 in Book 9365 of Plats at Page 7006 in the Office of the Salt Lake County Recorder.

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