

After recording, please return to:

300 WEST SALT LAKE LLC
c/o Miller Real Estate Investments LLC
6900 E. Belleview Avenue, Suite 300
Greenwood Village, CO 80111

12705608
1/26/2018 2:04:00 PM \$28.00
Book - 10642 Pg - 655-664
ADAM GARDINER
Recorder, Salt Lake County, UT
FIRST AMERICAN TITLE INS CO
BY: eCASH, DEPUTY - EF 10 P.

COST SHARING AGREEMENT
(Environmental Covenant)

THIS COST SHARING AGREEMENT (this "Agreement") is made and entered into effective the 20th day of June, 2017, by and among 300 WEST SALT LAKE LLC, a Delaware limited liability company (formerly known as WEINGARTEN MILLER EQUIWEST SALT LAKE LLC, a Colorado limited liability company) ("300W LLC"), AMERIFORK 300 WEST OP HOLDINGS LLC, a Delaware limited liability company ("A3WOPH LLC"), MAGDALENA PROPERTIES, LLC, a California limited liability company ("Magdalena"), and 300 WEST OP II LLC, a Delaware limited liability company ("3WOPII LLC").

RECITALS:

A. Reference is made to that certain Environmental Covenant recorded in the real property records of Salt Lake County, Utah on July 2, 2013 under Reception No. 11676588 in Book 10155 at Page 7987, as amended by that certain Amendment to Environmental Covenant recorded in the real property records of Salt Lake County, Utah on July 28, 2014 under Reception No. 11887482 in Book 10248 at Page 3387 (as so amended, the "Environmental Covenant"), which encumbers the property described on Exhibit A attached hereto (the "Property"). All capitalized terms used but not defined in this Agreement shall have the meanings given to such terms in the Environmental Covenant.

B. The undersigned, collectively, are the fee simple owners of all of the Property. 300W LLC remains Holder under the Environmental Covenant.

C. The parties hereto now desire to enter into, execute and record this Agreement to set forth the allocations amongst themselves with respect to certain costs and expenses incurred under the Environmental Covenant, all as expressly contemplated by Section 17 of the Environmental Covenant.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration the receipt and sufficiency of which the parties hereto hereby acknowledge, the parties agree as follows:

1. **Allocations of Shared Costs.** Section 17 of the Environmental Covenant obligates Holder, on behalf of the Owners, to reimburse the UDEQ for all costs incurred by the UDEQ in connection with the UDEQ's review, inspection, involvement, or other activities otherwise contemplated by the Environmental Covenant (collectively, the "UDEQ Costs").

Section 17 of the Environmental Covenant also obligates the Owners to reimburse Holder for (a) payments made by Holder in respect of the UDEQ Costs and (b) costs or expenses incurred by Holder in conducting the inspection or preparing the reports set forth in Section 8.d.v of the Environmental Covenant (collectively, the “Shared Costs”). The Shared Costs shall be allocated among the Owners holding fee simple title to the Property based on the relative Floor Area (defined below) for such Owners’ respective portions of the Property; provided, however, that notwithstanding anything in this Agreement to the contrary, those Owners holding fee simple title to that portion of the Property legally described as Lots 2, 5 and 6, 300 WEST TOWN CENTER SUBDIVISION, Salt Lake County, Utah, according to the official plat thereof recorded October 14, 2009, as Entry No. 10816796, in Book 2009P, at Page 148, shall have no obligation for any Shared Costs hereunder (and the actual Floor Area for each of Lots 2, 5 and 6 shall, at all times, be deemed to be a part of the Floor Area of Lot 3 for purposes of determining relative Floor Area hereunder). As used in this Agreement, the term “Floor Area” means the “Floor Area” for a given portion of the Property as determined from time to time pursuant to that certain Operation and Easement Agreement, dated as of October 16, 2009, recorded in the real property records of Salt Lake County, Utah on October 21, 2009 under Reception No. 10821303 in Book 9772 at Page 4892, as amended and supplemented from time to time. The parties acknowledge and agree that as and when the Floor Area for any given portion of the Property changes, the parties’ relative shares of Shared Costs will be adjusted accordingly. As of the date of this Agreement, the parties agree that the Floor Area applicable to each portion of the Property, and each such portion’s relative share of the Shared Costs, is as follows:

Portion of Property (Lot No.)	Current Owner (Fee Simple)	Actual Floor Area (square feet)	Effective Floor Area (square feet)	Relative Share of Shared Costs
2	A3WOPH LLC	21,654	0	0.00%
3	300W LLC	9,394	34,465	100.00%
5	Magdalena	3,417	0	0.00%
6	300W LLC	3,900	0	0.00%
7	3WOPH LLC	0	0	0.00%
		38,365	38,365	100.00%

2. **Ratification**. The Environmental Covenant, as supplemented by this Agreement, is hereby ratified by the parties hereto and remains in full force and effect.

3. **Authority**. Each of the parties to this Agreement represents and warrants to the other parties that the person executing this Agreement on behalf of said party has been fully empowered to execute and deliver this document and that no further action is required on behalf of such party to bind it to the terms and provisions herein contained. Furthermore, each of the parties to this Agreement represents and warrants to the other parties that upon full execution of this Agreement, this Agreement shall be binding on all persons and entities with any interest in such party’s respective portion of the Property, including, but not limited to, the holder of any mortgagee’s interest.

4. **Entire Agreement.** This Agreement, together with the Environmental Covenant, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any prior written or oral agreements pertaining thereto.

5. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original. The signatures may be executed and notarized on separate pages, and when attached to each other shall constitute one (1) complete document.

[Rest of page intentionally left blank; signature pages follow.]

SIGNATURE PAGE
TO
COST SHARING AGREEMENT
(Environmental Covenant)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective as of the day and year first above written.

300W LLC:

300 WEST SALT LAKE LLC,
a Delaware limited liability company

By: AMERIFORK 300 WEST HOLDINGS LLC,
a Delaware limited liability company,
its sole member

By: CF AMERIFORK 300 WEST LLC,
a Delaware limited liability company,
its managing member

By: _____
Name: Marc K. Furstein
Title: COO

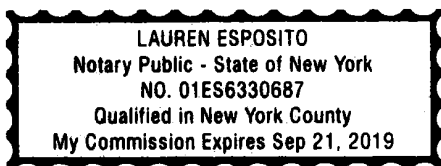
STATE OF New York)
COUNTY OF New York)ss.

The foregoing instrument was acknowledged before me this 20 day of June, 2017, by Marc K. Furstein, as COO of CF AMERIFORK 300 WEST LLC, a Delaware limited liability company, as managing member of AMERIFORK 300 WEST HOLDINGS LLC, a Delaware limited liability company, as the sole member of 300 WEST SALT LAKE LLC, a Delaware limited liability company, on behalf of such limited liability company.

My commission expires: _____

Witness my hand and official seal.

(SEAL)



Lauren Esposito
Notary Public

SIGNATURE PAGE
TO
COST SHARING AGREEMENT
(Environmental Covenant)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective as of the day and year first above written.

A3WOPH LLC:

AMERIFORK 300 WEST OP HOLDINGS LLC,
a Delaware limited liability company

By: AMERIFORK 300 WEST HOLDINGS LLC,
a Delaware limited liability company,
its sole member

By: CF AMERIFORK 300 WEST LLC,
a Delaware limited liability company,
its managing member

By: _____
Name: Marc K. Furstein
Title: COO

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

The foregoing instrument was acknowledged before me this 20 day of June, 2017, by Marc K. Furstein, as COO of CF AMERIFORK 300 WEST LLC, a Delaware limited liability company, as managing member of AMERIFORK 300 WEST HOLDINGS LLC, a Delaware limited liability company, as the sole member of AMERIFORK 300 WEST OP HOLDINGS LLC, a Delaware limited liability company, on behalf of such limited liability company.

My commission expires: _____

Witness my hand and official seal.

(SEAL)

Lauren Esposito

Notary Public



SIGNATURE PAGE
TO
COST SHARING AGREEMENT
(Environmental Covenant)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective as of the day and year first above written.

MAGDALENA:

MAGDALENA PROPERTIES, LLC,
a California limited liability company

By: B. Schildbohm
Name: Bonnie Schildbohm
Title: Manager

STATE OF California)
)ss.
COUNTY OF Contra Costa)

The foregoing instrument was acknowledged before me this 14 day of June, 2017, by Bonnie Schildbohm, as Manager of MAGDALENA PROPERTIES, LLC, a California limited liability company, on behalf of such limited liability company.

My commission expires: Aug 19, 2019

Witness my hand and official seal.

(SEAL)



[Signature]
Notary Public

EXHIBIT A
TO
COST SHARING AGREEMENT
(Environmental Covenant)

Legal Description of Property

Lots 2, 3, 5, 6 and 7, 300 WEST TOWN CENTER SUBDIVISION, Salt Lake County, Utah, according to the official plat thereof recorded October 12, 2009, as Entry No. 10816796, in Book 2009P, at Page 148.

LENDER'S CONSENT AND SUBORDINATION
TO
COST SHARING AGREEMENT
(Environmental Covenant)

The undersigned is the lender under that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Financing Statement recorded on November 17, 2016 in the real property records of Salt Lake County, Utah under Reception No. 12415163, Book 10501, Pages 917-945, as amended (the "Deed of Trust"). By executing this instrument, the undersigned hereby consents to the execution, delivery and recordation of, and subordinates the lien of the Deed of Trust to, the Cost Sharing Agreement (Environmental Covenant) to which this instrument is attached.

SECURITY SERVICE
FEDERAL CREDIT UNION

By: _____

Name: D. SPENCER YEATES

Title: SR. Commercial Loan Officer

STATE OF Utah)

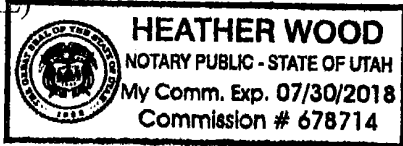
COUNTY OF Salt Lake) ss.

The foregoing instrument was acknowledged before me this 19 day of June, 2017, by D. Spencer Yeates, as Sr. Comm Loan Officer of SECURITY SERVICE FEDERAL CREDIT UNION.

My commission expires: 7/30/2018

Witness my hand and official seal.

(SEAL)



[Signature]
Notary Public

LENDER'S CONSENT AND SUBORDINATION
TO
COST SHARING AGREEMENT
(Environmental Covenant)

The undersigned is the lender under that certain Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing recorded on March 21, 2014 in the real property records of Salt Lake County, Utah under Reception No. 11821517, Book 10218, Pages 5130-5154, as amended (the "Deed of Trust"). By executing this instrument, the undersigned hereby consents to the execution, delivery and recordation of, and subordinates the lien of the Deed of Trust to, the Cost Sharing Agreement (Environmental Covenant) to which this instrument is attached.

TIAA, FSB
(formerly known as EverBank, a federal savings bank)

By: Carol L. Cowan (SEAL)
Its Senior Vice President

STATE OF WASHINGTON
COUNTY OF KING

The forgoing instrument was acknowledgement before me this 11th day of July, 2017, by Carol L. Cowan, as the Senior Vice President for TIAA, FSB on behalf of said federal savings bank. He/She is personally known to me or produced _____ as identification.

NOTARY PUBLIC
sign Deanna M Bellingham
print Deanna M Bellingham
State of Washington
Commission Expiration Date: 2/17/21
Notary Seal:

