

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

12705609  
1/26/2018 2:04:00 PM \$33.00  
Book - 10642 Pg - 665-673  
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**COST SHARING AGREEMENT**  
**(Operation and Easement Agreement)**

THIS COST SHARING AGREEMENT (this "Agreement") is made and entered into effective the 20<sup>th</sup> 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) ("Developer"), 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 Operation and Easement Agreement, dated as of October 16, 2009, recorded in the real property records of Salt Lake County, Utah (the "Records") on October 21, 2009 under Reception No. 10821303 in Book 9772 at Page 4892, as amended by that certain First Amendment to Operation and Easement Agreement, dated as of January 26, 2011, recorded in the Records on February 10, 2011 under Reception No 11132434 in Book 9904 at Page 7602, and as further amended by that certain Second Amendment to Operation and Easement Agreement, dated February 22, 2012, recorded in the Records on May 29, 2012 under Reception No 11399709 in Book 10021 at Page 1613, and as supplemented by that certain Supplemental Agreement, dated October 16, 2009, encumbering the real property therein known as 300 West Town Center Shopping Center (as so amended and supplemented, the "OEA"), 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 OEA.

B. The Property is referred to in the OEA as the "Developer Tract," which, as of the date hereof, consists of the following Parcels: (i) Parcel 6 (consisting of Lot 3) and Outparcel 2 (Lot 6), which are both owned by Developer; (ii) Parcel 5 (Lot 2), which is owned by A3WOPH LLC; (iii) Outparcel 3 (Lot 5), which is owned by Magdalena; and (iv) Outparcel 1 (Lot 7), which is owned by 3WOPII LLC. Developer is the Approving Party with respect to the Developer Tract.

C. Pursuant to Section 4.3.3 of the OEA, the undersigned, being all of the fee simple owners of all of the Parcels that constitute the Developer Tract, desire to enter into this Agreement, as a supplement to the OEA, to allocate those Common Area Maintenance Costs and the Administrative Fees that are attributable to the Developer Tract amongst the Parcels that constitute the Developer Tract, as set forth herein.

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 for Developer Tract.** Those portions of the Common Area Maintenance Costs and the Administrative Fee that are allocated to the Developer Tract from time to time pursuant to the provisions of Section 4.3.3 of the OEA (collectively, “Developer Tract CAM Costs”) shall be allocated among the Parcels constituting the Developer Tract based on relative Floor Area. The Parties owning all of the Parcels constituting the Developer Tract collectively acknowledge and agree that (i) as and when the Floor Area for any such Parcel changes, such Parties’ relative shares of Developer Tract CAM Costs will be adjusted accordingly and (ii) as of June 20, 2017, the Floor Area applicable to each such Parcel, and such Parcel’s relative share of Developer Tract CAM Costs, is as follows:

<b>Parcel No.</b>	<b>Lot No. (as platted)</b>	<b>Floor Area (square feet)</b>	<b>Share of Developer Tract CAM Costs</b>
5	2	21,654	56.44%
6	3	9,394	24.49%
Outparcel 1	7	0	0.00%
Outparcel 2	6	3,900	10.16%
Outparcel 3	5	3,417	8.91%
	<b>TOTAL:</b>	<b>38,365</b>	<b>100.00%</b>

2. **Ratification.** The OEA, as supplemented by this Agreement, is 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 Parties with any interest in such party’s respective Parcel, including, but not limited to, the holder of any mortgagee’s interest.

4. **Entire Agreement.** This Agreement, together with the OEA, 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.









EXHIBIT A  
TO  
COST SHARING AGREEMENT  
(Operation and Easement Agreement)

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  
(Operation and Easement Agreement)

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 (Operation and Easement Agreement) 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. Commercial Loan Officer of SECURITY SERVICE FEDERAL CREDIT UNION.

My commission expires: 7/30/2018

Witness my hand and official seal.

(SEAL)



  
Notary Public

LENDER'S CONSENT AND SUBORDINATION  
TO  
COST SHARING AGREEMENT  
(Operation and Easement Agreement)

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 (Operation and Easement Agreement) 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 11<sup>th</sup> 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: 02/17/21  
Notary Seal:

