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2/26/2018 12:35:00 PM \$37.00  
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ADAM GARDINER  
Recorder, Salt Lake County, UT  
FIRST AMERICAN TITLE INS CO  
BY: eCASH, DEPUTY - EF 12 P.

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

FOURTH AMENDMENT  
TO  
OPERATION AND EASEMENT AGREEMENT  
(Salt Lake City, UT T2641)

THIS FOURTH AMENDMENT TO OPERATION AND EASEMENT AGREEMENT (this "**Fourth Amendment**") is made and entered into effective the 23rd day of February, 2018, by and among TARGET CORPORATION, a Minnesota corporation ("**Target**"), and 300 WEST SALT LAKE LLC, a Delaware limited liability company ("**Developer**").

RECITALS:

A. Target and Developer, successor by name change to Weingarten Miller Equiwest Salt Lake LLC, previously entered into 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 further amended by that certain Third Amendment to Operation and Easement Agreement dated January 26, 2018, recorded in the Records on January 26, 2018, under Reception No. 12705614 in Book 10642 at Page 707 encumbering the real property therein known as 300 West Town Center Shopping Center (as so amended, the "**OEA**"). All capitalized terms used but not defined in this Fourth Amendment shall have the meanings given to such terms in the OEA.

B. Target is the fee simple owner of, and the Approving Party with respect to, the Target Tract.

C. Developer is the fee simple owner of all of the Developer Tract except Parcel 5, Outparcel 1 and Outparcel 3 and is the Approving Party with respect to the entire Developer Tract. Amerifork 300 West OP Holdings LLC, a Delaware limited liability company ("**Amerifork**"), is the fee simple owner of Parcel 5; Pocos Locos Holdings, LLC, a Utah limited liability company, is the fee simple owner of Outparcel 1; and Magdalena Properties, LLC, a California limited liability company, is the fee simple owner of Outparcel 3. Amerifork hereby joins in this Fourth Amendment solely for the purpose of consenting to the terms hereof.

D. Contemporaneously with the execution and delivery of this Fourth Amendment, Target, Amerifork and Developer entered into a Lot Line Adjustment Agreement (the “LLAA”) providing for certain boundary line adjustments between the Target Tract, Parcel 5 and Parcel 6 (the “Lot Line Adjustments”).

E. Pursuant to Section 6.8.5 of the OEA, the OEA may be amended by a written agreement signed by all of the Approving Parties; provided, however that no such amendment shall impose any materially greater obligation on, or materially impair any right of, a Party or its Tract without the joinder of such Party.

F. The undersigned desire to amend the OEA to (i) revise the Site Plan and the legal descriptions for the Target Tract and the Developer Tract to reflect the Lot Line Adjustments, and (ii) revise certain parking requirements for the Shopping Center, all 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 hereby amend the OEA as follows:

1. **Land Swap/Legal Descriptions.** Pursuant to the LLAA, portions of the Target Tract have been swapped with portions of Parcel 5 and Parcel 6 of the Developer Tract resulting in new legal descriptions for the Target Tract and the Developer Tract. Exhibit A (Legal Description of Target Tract) is hereby deleted in its entirety and replaced by Exhibit A-1 attached hereto and made a part hereof and all references in the OEA to the Target Tract shall be deemed to reference the property described on Exhibit A-1 attached hereto. Exhibit B-1 (Legal Description of Developer Tract) is hereby deleted in its entirety and replaced by Exhibit B-2 attached hereto and made a part hereof and all references in the OEA (and in this Fourth Amendment) to the Developer Tract, or to Parcel 5 or Parcel 6, shall be deemed to reference the parcels described on Exhibit B-2 attached hereto.

2. **Site Plan.** The Site Plan attached to the OEA as Exhibit X-2 is hereby deleted in its entirety and replaced by Exhibit X-3 attached hereto and made a part hereof. From and after the date hereof, all references in the OEA to the Site Plan, Exhibit X-1 or Exhibit X-2 shall be deemed to mean Exhibit X-3.

3. **Parking.** Section 3.2.5 is hereby amended by deleting the following language:

Notwithstanding anything to the contrary in this Section 3.2.5, to the extent that the number of parking spaces located on Parcel 6 at a given time exceeds the minimum number of parking spaces required for Parcel 6 under this Section 3.2.5 (the “Excess Parcel 6 Spaces”), Developer may count the Excess Parcel 6 Spaces towards achieving the sufficient number of parking spaces required for Parcel 5 under Section 3.2.5 at the same given time if the same Party owns Parcel 5 and Parcel 6 at the same given time; provided, however, Developer may not under any circumstances count any excess parking spaces collectively located on Parcel 5 towards achieving the sufficient number of parking spaces required on Parcel 6 under Section 3.2.5.

4. **Occupant Signs.** Developer has agreed not to construct Sign 2B in the location shown on the Site Plan and, therefore, all references to "Sign 2B" in Section 5.3.1 of the OEA are hereby deleted and the reference to "Sign 2B" has been intentionally omitted from Exhibit X-3.

5. **Conflicts/Ratification.** If there is any conflict between the provisions of the OEA and this Fourth Amendment, the provisions of this Fourth Amendment shall control. Except as amended and supplemented by this Fourth Amendment, the OEA is ratified by the parties hereto and remains in full force and effect.

6. **Authority.** Each of the parties to this Fourth Amendment represents and warrants that it has the full capacity, right, power and authority to execute, deliver and perform this Fourth Amendment, and all required actions, consents and approvals therefor have been duly taken and obtained. Furthermore, each of the parties to this Fourth Amendment represents and warrants that upon full execution of this Fourth Amendment, the OEA, as amended by this Fourth Amendment, shall be binding on all parties with any interest in its respective Tract or Parcel, including, but not limited to, the holder of any mortgagee's interest. Each of Developer and Target, as an Approving Party, represents and warrants that the terms and provisions of this Fourth Amendment will not either impose any materially greater obligation on any Tract represented by such Approving Party, or materially impair any right of a Party owning a Tract represented by such Approving Party, other than those Parties who have executed and delivered a Joinder to this Fourth Amendment.

7. **Entire Agreement.** This Fourth Amendment 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.

8. **Counterparts.** This Fourth Amendment 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.]*



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: Andrew Osborne  
Title: Authorized Signatory

STATE OF Texas  
COUNTY OF Dallas )ss.

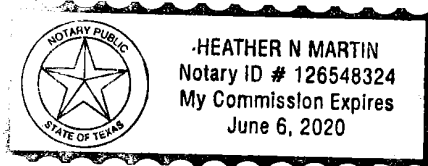
The foregoing instrument was acknowledged before me this 15 day of December, 2017, by Andrew Osborne, as Authorized Signatory of CF Amerifork 300 West LLC, a Delaware limited liability company, as managing member of Amerifork 300 West Holdings LLC, a Delaware limited liability company, as the sole member 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)

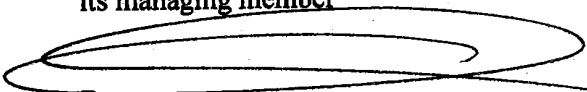
Heather N Martin  
Notary Public



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: Andrew Osborne  
Title: Authorized Signatory

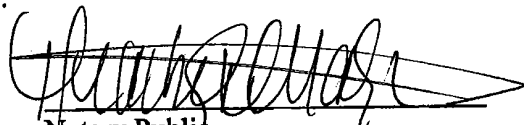
STATE OF TEXAS )  
COUNTY OF DALLAS )ss.

The foregoing instrument was acknowledged before me this 5 day of December, 2017, by ANDREW OSBORNE, as AUTHORIZED SIGNATORY 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)

  
Notary Public

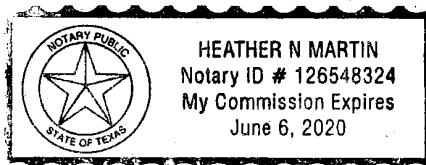


EXHIBIT A-1  
LEGAL DESCRIPTION OF TARGET TRACT

Lot 1 Adjusted Parcel (Tax ID No. 15-12-331-007): ALL OF LOT 1, 300 WEST TOWN CENTER SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT RECORDED OCTOBER 14, 2009, AS ENTRY NO. 10816796 IN PLAT BOOK 2009P, AT PAGE 148, LESS A 30.00 FOOT STRIP LOCATED IMMEDIATELY EAST OF AND ADJACENT TO LOT 2 OF SAID SUBDIVISION, SAID REMAINDER PORTION OF LOT 1 BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT A COMMON CORNER BETWEEN SAID LOTS 1 & 2 OF 300 WEST TOWN CENTER SUBDIVISION, SAID POINT BEING LOCATED ON THE SOUTHERLY LINE OF BOTH SAID LOTS 1 & 2, SAID POINT ALSO BEING THE SOUTHWESTERLY CORNER OF SAID LOT 2, AND RUNNING THENCE AROUND THE PERIMETER OF SAID LOT 1 THE FOLLOWING TWENTY SEVEN (27) COURSES: 1) NORTH 89°49'12" WEST 45.27 FEET, 2) SOUTH 0°14'18" WEST 34.50 FEET, 3) NORTH 89°49'12" WEST 66.40 FEET, 4) NORTH 9°39'39" WEST 95.09 FEET, 5) NORTH 10°49'43" WEST 46.68 FEET, 6) NORTH 9°17'14" WEST 29.70 FEET, 7) NORTH 11°02'20" WEST 13.96 FEET, 8) SOUTH 89°49'12" EAST 63.78 FEET, 9) NORTH 0°15'09" EAST 14.00 FEET, 10) NORTH 89°49'12" WEST 66.92 FEET, 11) NORTH 12°23'52" WEST 88.04 FEET, 12) NORTH 12°48'18" WEST 85.40 FEET, 13) NORTH 18°45'39" WEST 301.56 FEET, 14) SOUTH 89°56'16" EAST 204.79 FEET, 15) NORTH 0°06'06" EAST 21.00 FEET, 16) SOUTH 89°56'16" EAST 92.87 FEET, 17) SOUTH 0°13'50" WEST 64.98 FEET, 18) SOUTH 89°49'12" EAST 25.57 FEET, 19) SOUTH 0°10'48" WEST 9.33 FEET, 20) SOUTH 89°49'12" EAST 187.68 FEET, 21) NORTH 0°10'48" EAST 61.72 FEET, 22) SOUTH 89°49'12" EAST 62.13 FEET, 23) SOUTH 0°10'48" WEST 201.34 FEET TO A POINT OF CURVATURE, 24) SOUTHWESTERLY ALONG THE ARC OF A 179.04 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 20°52'16" A DISTANCE OF 65.22 FEET, CHORD BEARS SOUTH 10°36'57" WEST 64.86 FEET, TO A POINT OF REVERSE CURVATURE, 25) SOUTHWESTERTLY ALONG THE ARC OF A 119.04 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 20°52'16" A DISTANCE OF 43.46 FEET, CHORD BEARS SOUTH 10°37'00" WEST 43.12 FEET, 26) SOUTH 0°10'48" WEST 171.71 FEET TO A POINT OF CURVATURE, 27) SOUTHWESTERLY ALONG THE ARC OF A 126.44 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 1°16'30" A DISTANCE OF 2.81 FEET, CHORD BEARS SOUTH 0°49'03" WEST 2.81 FEET, TO A POINT ON THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 2; THENCE ALONG SAID EASTERLY EXTENSION AND SAID NORTH LINE AND THE WEST LINE OF SAID LOT 2 THE FOLLOWING FOUR (4) COURSES: 1) NORTH 89°49'12" WEST 246.29 FEET, 2) SOUTH 0°10'48" WEST 9.33 FEET, 3) NORTH 89°49'12" WEST 23.12 FEET, 4) SOUTH 0°13'50" WEST 134.00 FEET TO THE POINT OF BEGINNING. CONTAINS 242,293 S.F. OR 5.562 ACRES.

And

Lot 4 Adjusted Parcel (Tax ID No. 15-12-331-008): BEGINNING AT THE SOUTHEAST CORNER OF LOT 4 OF 300 WEST TOWN CENTER SUBDIVISION, ACCORDING TO

THE OFFICIAL PLAT RECORDED OCTOBER 14, 2009, AS ENTRY NO. 10816796 IN PLAT BOOK 2009P, AT PAGE 148, AND RUNNING THENCE NORTH 89°49'12" WEST ALONG THE SOUTH LINE OF SAID LOT 4 A DISTANCE OF 99.19 FEET; THENCE NORTH 0°03'37" EAST 69.86 FEET; THENCE SOUTH 89°48'57" WEST 9.04 FEET; THENCE NORTH 0°01'16" EAST 77.31 FEET; THENCE NORTH 89°48'35" WEST 128.80 FEET TO A POINT ON THE WEST LINE OF SAID LOT 4; THENCE ALONG THE WESTLINE OF SAID LOT 4 THE FOLLOWING FIVE (5) COURSES: 1) NORTH 0°10'48" EAST 170.72 FEET TO A POINT OF CURVATURE, 2) NORTHEASTERLY ALONG THE ARC OF A 119.04 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 20°52'16" A DISTANCE OF 43.36 FEET, CHORD BEARS NORTH 10°37'00" EAST 43.12 FEET, TO A POINT OF REVERSE CURVATURE, 3) NORTHEASTERLY ALONG THE ARC OF A 179.04 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 20°52'17" A DISTANCE OF 65.22 FEET, CHORD BEARS NORTH 10°36'57" EAST 64.86 FEET, 4) NORTH 0°10'48" EAST 201.34 FEET, 5) SOUTH 89°49'12" EAST 17.63 FEET; THENCE NORTH 0°01'49" EAST 161.09 FEET; THENCE NORTH 89°50'17" EAST 8.99 FEET; THENCE NORTH 0°33'55" EAST 98.17 FEET TO A POINT ON THE NORTH LINE OF LOT 3 OF SAID SUBDIVISION; THENCE ALONG THE NORTH LINE OF SAID LOTS 3 & 4 AND THE EAST LINE OF SAID LOT 4 THE FOLLOWING TEN (10) COURSES: 1) SOUTH 89°49'12" EAST 414.30 FEET, 2) SOUTH 0°13'50" WEST 68.48 FEET, 3) NORTH 89°49'12" WEST 167.16 FEET, 4) SOUTH 0°13'50" WEST 414.13 FEET, 5) SOUTH 89°49'12" EAST 167.16 FEET, 6) SOUTH 0°13'50" WEST 58.12 FEET, 7) NORTH 89°49'12" WEST 167.16 FEET, 8) SOUTH 0°13'50" WEST 64.03 FEET, 9) SOUTH 22°59'33" WEST 143.14 FEET, 10) SOUTH 0°13'50" WEST 148.00 FEET TO THE POINT OF BEGINNING. CONTAINS 233,538 S.F. OR 5.360 ACRES.



EXHIBIT B-2  
LEGAL DESCRIPTION OF DEVELOPER TRACT

Lots 5, 6 and 7, 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 9770 of Plats at Page 7326;

And

Lot 2 Adjusted Parcel (Tax ID No. 15-12-380-011): ALL OF LOT 2 OF 300 WEST TOWN CENTER SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT RECORDED OCTOBER 14, 2009, AS ENTRY NO. 10816796 IN PLAT BOOK 2009P, AT PAGE 148 AND A 30.00 FOOT PORTION OF LOT 1 OF SAID SUBDIVISION IMMEDIATELY EAST AND ADJACENT TO SAID LOT 2 ALONG THE EAST AND A PORTION OF LOT 4 OF SAID SUBDIVISION ALSO TO THE EAST, SAID PROPOSED LOT 2 BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2, AND RUNNING THENCE ALONG THE WEST AND NORTH LINES AND THE EASTERLY EXTENSION OF SAID NORTH LINE THE FOLLOWING FOUR (4) COURSES: 1) NORTH 0°13'50" EAST 134.00 FEET, 2) SOUTH 89°49'12" EAST 23.12 FEET, 3) NORTH 0°10'48" EAST 9.33 FEET, 4) SOUTH 89°49'12" EAST 246.29 FEET TO A POINT ON THE WEST LINE OF SAID LOT 4, SAID POINT ALSO BEING ON THE ARC OF A 126.44 FOOT NON TANGENT CURVE TO THE LEFT; THENCE NORTHERLY ALONG SAID WEST LINE THE FOLLOWING TWO (2) COURSES: 1) NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 1°16'30" A DISTANCE OF 2.81 FEET, CHORD BEARS NORTH 0°49'03" EAST 2.81 FEET, 2) NORTH 0°10'48" EAST 0.99 FEET; THENCE SOUTH 89°48'35" EAST 128.80 FEET; THENCE SOUTH 0°01'16" WEST 77.31 FEET; THENCE NORTH 89°48'57" EAST 9.04 FEET; THENCE SOUTH 0°03'37" WEST 69.86 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 4; THENCE NORTH 89°49'12" WEST ALONG THE SOUTH LINE OF SAID LOTS 2 & 4 A DISTANCE OF 407.76 FEET TO THE POINT OF BEGINNING. CONTAINS 58,017 S.F. OR 1.332 ACRES.

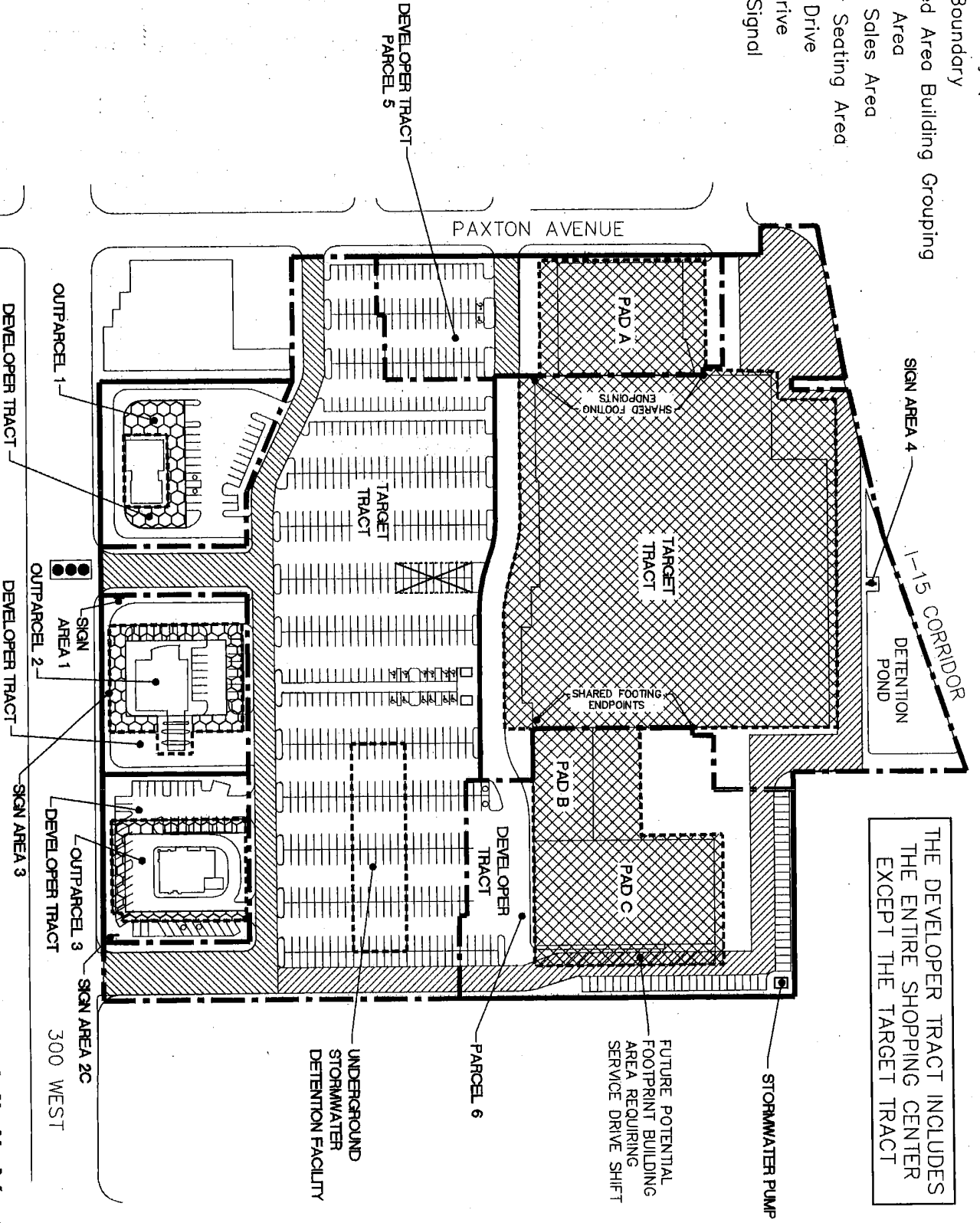
And

Lot 3 Adjusted Parcel (Tax ID No. 15-12-331-006): BEGINNING AT THE SOUTHWEST CORNER OF LOT 3 OF 300 WEST TOWN CENTER SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT RECORDED OCTOBER 14, 2009, AS ENTRY NO. 10816796 IN PLAT BOOK 2009P, AT PAGE 148, AND RUNNING THENCE ALONG THE WEST AND NORTH LINES OF SAID LOT 3 THE FOLLOWING TWO (2) COURSES: 1) NORTH 0°06'06" EAST 246.91 FEET, 2) SOUTH 89°49'12" EAST 395.39 FEET; THENCE SOUTH 0°33'55" WEST 98.17 FEET; THENCE SOUTH 89°50'17" WEST 8.99 FEET; THENCE SOUTH 0°01'49" WEST 161.09 FEET TO THE SOUTH LINE OF SAID LOT 3; THENCE WESTERLY ALONG SAID SOUTH LINE THE FOLLOWING SEVEN COURSES: 1) NORTH 89°49'12" WEST 79.76 FEET, 2) SOUTH 0°10'48" WEST 61.72 FEET, 3) NORTH 89°49'12" WEST 187.68 FEET, 4) NORTH 0°10'48" EAST 9.33 FEET, 5) NORTH 89°49'12"

WEST 25.57 FEET, 6) NORTH 0°13'50" EAST 64.98 FEET, 7) NORTH 89°56'16" WEST  
92.87 FEET TO THE POINT OF BEGINNING. CONTAINS 112,691 S.F. OR 2.58 ACRES.

EXHIBIT X-3  
SITE PLAN  
(attached)

- Tract Boundary (Also Parcel Boundary Where Tract Boundary And Parcel Boundary Are One And The Same)
- Parcel Boundary
- Unlimited Area Building Grouping
- Building Area
- Outside Sales Area
- Outdoor Seating Area
- Service Drive
- Front Drive
- Traffic Signal



THE DEVELOPER TRACT INCLUDES THE ENTIRE SHOPPING CENTER EXCEPT THE TARGET TRACT

Salt Lake City, Utah  
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Exhibit X-3  
 Site Plan  
 Sheet 1 of 1