

Recording Requested By
And When Recorded Mail To:

Family Center Orem Shopping Center, LLC
5670 Wilshire Boulevard, Suite 1250
Los Angeles, California 90036
Attn.: Steven Usdan

A12019

Above Space for Recorder's Use Only

**THIRD AMENDMENT TO
RECIPROCAL EASEMENT AND OPERATION AGREEMENT**

This Third Amendment to Reciprocal Easement and Operation Agreement (this "**Third Amendment**") is made and entered into as of December 13th, 2019, by and between ASHLEY REAL ESTATE LLC, a Delaware limited liability company ("**Willey**"), FAMILY CENTER OREM SHOPPING CENTER, LLC, a Delaware limited liability company ("**Venture**"), and FAMILY CENTER OREM II, LLC, a Delaware limited liability company ("**FCOII**").

RECITALS

A. Reference is made to that certain Reciprocal Easement and Operation Agreement dated as of April 26, 1991 between R.C. Willey Home Furnishings, a Utah corporation ("**Original Willey Party**"), University Square Associates, a Utah limited partnership ("**Original Venture Party**"), and Toys "R" Us, Inc., a Delaware corporation (the "**Original Toys Party**"), and recorded on April 30, 1991 at Entry 15743, Book 2785, Page 702 in the official records of Utah County, Utah (the "**Original Agreement**"), as amended by First Amendment to Reciprocal Easement and Operation Agreement dated October 22, 1991 and recorded on August 7, 1992 at Entry 39973, Book 2978, Page 920 and re-recorded on August 21, 1992 at Entry 42918, Book 2986, Page 801 (the "**First Amendment**"), and as further amended by Second Amendment to Reciprocal Easement and Operation Agreement dated June 15, 2017 and recorded on June 15, 2017 at Entry 57752:2017 (the "**Second Amendment**"). The Original Agreement, as amended by the First Amendment and Second Amendment is referred to herein as the "**Agreement**".

B. Willey is the current owner of the Willey Parcel (as defined in the Agreement and legally described on Schedule A to this Third Amendment) and the current successor-in-interest to Original Willey Party under the Agreement.

C. Venture is the current owner of the Venture Parcel (as defined in the Agreement, but expanded to include the portion of the Venture Outparcel created pursuant to Section 2.1 of the Second Amendment that formerly was part of the Toys Parcel under the Original Agreement, and legally described on Schedule A to this Third Amendment), except for the portion of the Venture Outparcel that formerly was part of the Toys Parcel. Venture is the current successor-in-interest to Original Venture Party under the Agreement.

D. FCOII is (a) the current owner of the Toys Parcel (as defined in the Original Agreement, but reduced to exclude the portion thereof now included in the Venture Outparcel pursuant to Section 2.1 of the Second Amendment, and legally described on Schedule A to this Third Amendment), and the current successor-in-interest to Original Toys Party under the Agreement, and (b) the current owner of the portion of the Venture Outparcel that formerly was part of the Toys Parcel under the Original Agreement, and legally described on Schedule A to this Third Amendment. FCOII is wholly-owned by Venture.

E. The Venture Outparcel was created pursuant to Section 2.1 of the Second Amendment and is legally described on Schedule A to this Third Amendment.

F. The Parties now desire to make certain other modifications to the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby confirmed, the Parties agree that the Agreement is amended as follows:

1. Capitalized Terms. All initial capitalized terms used but not defined in this Third Amendment shall have the meanings given to such terms in the Agreement.

2. Use Restrictions.

2.1 Notwithstanding any contrary provision of the Agreement, there shall be no restriction against the use of space in any building in the Shopping Center for the purpose of the operation of a fitness or exercise center, spa, gymnasium, recreational facility or youth entertainment or activity center (collectively, an “**Applicable Permitted Use**”), provided that such use does not violate other restrictions set forth in the Agreement. For this purpose, an Applicable Permitted Use shall not be considered to violate any limitations or restrictions set forth in Section 3.04(c) of the Agreement on services, and shall be considered to be consistent with the operation of a first-class retail center. Any Floor Area used for the operation of an Applicable Permitted Use shall not count against the fifteen percent (15%) Floor Area limitation set forth in Section 3.04(c) applicable to services.

2.2 The restriction in Section 4.03(a) of the Agreement against the operation of a massage parlor shall not restrict or prohibit the operation of a legitimate therapeutic massage business, such as, but not limited to, Massage Envy.

2.3 The restriction in Section 4.03(a) of the Agreement against the operation of a second hand or used goods store shall not restrict or prohibit the operation of 2nd & Charles, Uptown Cheapskate, Savers, Play It Again Sports, 2nd Swing, Goodwill or other similar businesses, or the sale of used merchandise as part of a retail operation that also includes the sale of new merchandise.

2.4 Notwithstanding any contrary provision of the Agreement, the Parties hereby approve all uses operated in the Shopping Center as of the date of this Third Amendment and agree that such uses are hereby permitted under the Agreement.

3. Willie Outparcel. The maximum Floor Area permitted to be constructed on the Willey Outparcel pursuant to Section 4.2 of the Second Amendment is hereby reduced from 5,000 square feet to 4,000 square feet.

4. Common Ownership of Venture Parcel and Toys Parcel. As of the date of this Third Amendment, the Venture Parcel (including the Venture Outparcel) and the Toys Parcel are owned by Venture and its wholly-owned subsidiary, FCOIL, and thus are under common ownership. For purposes of this Section 4, “common ownership” means the same direct or indirect majority beneficial ownership or management control. During any period in which the Venture Parcel and the Toys Parcel (or portions thereof) are under common ownership, at the election of the owners of the Venture Parcel and the Toys Parcel (or the applicable portions thereof that are under common ownership), (i) the minimum required parking ratios applicable to the Venture Parcel (excluding the Venture Outparcel), the Toys Parcel and the Venture Outparcel under Sections 5.2 and 5.3 of the Second Amendment may be satisfied on an aggregate consolidated basis among the Parcels that are under common ownership, and (ii) the restriction under Section 3.04(c) of the Agreement against service uses being located in more than fifteen percent (15%) of the total Floor Area of any Parcel may be calculated on an aggregate consolidated basis among the Parcels that are under common ownership. Any alteration or improvement to, or commencement of a service use on, the Venture Parcel or Toys Parcel (or the improvements located thereon) during any period of common ownership that satisfies the requirements in clauses (i) or (ii) (as applicable) on such aggregate consolidated basis shall be considered to continue to satisfy such requirements even if thereafter the Venture Parcel and Toys Parcel do not continue under common ownership.

5. Multi-Family Residential Development. Notwithstanding any contrary provision of the Agreement, portions of the Shopping Center may be developed and used for multi-family residential purposes as long as such development and use complies with all applicable laws, does not interfere with access to and from the other parcels from and to Main Street and University Parkway, and otherwise complies with the requirements of this Section 5. Notwithstanding any contrary provision of the Agreement, in connection with any development or redevelopment of the Venture Parcel, Toys Parcel and/or Willey Parcel (or portions thereof) for multi-family residential purposes, (i) buildings used for multi-family residential purposes shall be located only in the “Multi-Family Building Area” depicted on Schedule B attached to this Amendment; (ii) no restrictions in the Agreement as to maximum Floor Area, maximum square footage or the height of buildings shall be applicable to multi-family residential improvements on the Venture Parcel, Toys Parcel and/or Willey Parcel; (iii) the minimum required parking ratios set forth in Section 5 of the Second Amendment (as modified by Section 4 of this Third Amendment) (each, a “**Minimum Commercial Parking Ratio**”) shall continue to apply to the commercial uses on the Venture Parcel, Toys Parcel and Willey Parcel; (iv) the parking requirements for multi-family residential improvements shall be the parking requirements imposed by the applicable municipality in connection with the approval thereof; and (v) the owner of the Parcel(s) on which such multi-family residential improvements are situated shall have the right to designate the parking that serves the multi-family residential improvements as exclusive parking for the multi-family residential improvements. No Party or any affiliate of a Party, nor any of their employees, agents, representatives, contractors or consultants, shall contest, oppose or interfere with (or engage or encourage any other person or entity to contest, oppose or interfere with) the development and use of the Venture Parcel, Toys Parcel and/or Willey Parcel (or portions

thereof) for multi-family residential purposes as long as such development is in compliance with the provisions of this Section 5.

The Parties acknowledge and agree that the development of multi-family residential improvements pursuant to this Section 5 may include as a part of such multi-family residential improvements the construction of a subsurface and/or above-surface parking structure (each, a **“Parking Structure”**) to serve the multi-family residential units. Any such Parking Structure shall be situated in the **“Multi-Family Building Area”** depicted on Schedule B attached to this Amendment, except that subterranean portions of a Parking Structure may extend beyond the boundaries of such Multi-Family Building Area as long as there is no interference with the above-surface use of any such areas beyond the boundaries of such Multi-Family Building Area. A Parking Structure may also contain additional parking spaces to serve the pre-existing commercial uses on a Parcel or Parcels that are under common ownership with the Parcel on which such multi-family residential units are constructed (**“Structure Commercial Parking Spaces”**). If a Parking Structure includes Structure Commercial Parking Spaces, then the number of surface parking spaces required to satisfy the Minimum Required Parking Ratio for such Parcel or Parcels shall be reduced by the number of Structure Commercial Parking Spaces constructed and thereafter continuously maintained on such Parcel or Parcels, and in reflection of such reduction, notwithstanding any contrary provision of the Agreement the owner of such Parcel or Parcels shall have the right to develop additional commercial buildings (collectively with related improvements, **“Additional Commercial Improvements”**) in portions of the current surface parking area of such Parcel or Parcels (**“Additional Commercial Pads”**), provided that the following requirements are satisfied: (a) the total number of remaining surface parking spaces and Structure Commercial Parking Spaces on such Parcel or Parcels are sufficient to continue to satisfy the aggregate of the Minimum Commercial Parking Ratio for such Parcel or Parcels plus the number of additional parking spaces required under applicable law for such Additional Commercial Improvements; (b) subject to satisfaction of clause (a) above, there shall be no maximum Floor Area or Building Area restrictions applicable to the Additional Commercial Improvements; (c) the maximum height of each building shall be twenty-one (21) feet to the top of any roof or parapet, and twenty-three (23) feet to the top of the highest rooftop projection or other architectural feature (including screening for rooftop satellites and HVAC units); (d) the site plans and elevations for development of the Additional Commercial Improvements on an Additional Commercial Pad must be unanimously approved by the owners of each of the Venture Parcel, Willey Parcel and Toys Parcel (excluding any separate owner of a New Outparcel or Additional Commercial Pad), which approval shall not be unreasonably withheld or delayed, and which approval shall be limited to confirming that the Additional Commercial Improvements are architecturally compatible with the Shopping Center and do not materially adversely affect access over the main drive aisle connecting another owner’s Parcel to an adjacent street or the main drive aisle running substantially adjacent and parallel to the in-line buildings currently located on the Venture Parcel, Willey Parcel and Toys Parcel; upon such approval the Site Plan for the Agreement shall be deemed modified to reflect such site plan approval; (e) the Additional Commercial Improvements must be approved by all applicable governmental authorities and shall not result in the imposition of any new or more restrictive governmental requirements on another owner’s Parcel or cause such other owner’s Parcel to be in violation of any applicable governmental law, and if the requirements of this paragraph are satisfied another owner shall not contest or oppose such governmental approval; (f) the Additional Commercial Improvements may include the installation in compliance with

applicable legal requirements of monument signage on such Additional Commercial Pad to identify the occupant or occupants of such Additional Commercial Improvements, provided that such monument signage shall not exceed eight feet (8') in height nor affect the signage rights of another owner's Parcel; (g) provided that all other terms and provisions of this paragraph are met (including the satisfaction of parking requirements under applicable law), there shall be no restriction against the use of the Additional Commercial Improvements for restaurant purposes; (h) the owner of an Additional Commercial Pad shall have the right to process a subdivision plat (or similar governmental approval) for such Additional Commercial Pad to constitute a separate legal parcel under applicable law, and each owner shall cooperate with the processing of such subdivision plat; and (i) for purposes of the Agreement, each Additional Commercial Pad that is legally subdivided shall be considered a separate Parcel under the Agreement, but such Additional Commercial Pad shall be considered to remain a part of the applicable Venture Parcel, Willey Parcel or Toys Parcel on which such Additional Commercial Pad is located; provided, however, if the Additional Commercial Pad is owned by a different owner than the Venture Parcel, Willey Parcel or Toys Parcel on which such Additional Commercial Pad is located, the owner of the remainder of such Venture Parcel, Willey Parcel or Toys Parcel (as applicable) shall have no obligations or liabilities with respect to such Additional Commercial Pad, other than to continue to satisfy the Minimum Commercial Parking Ratio for the Venture Parcel, Willey Parcel or Toys Parcel, as applicable.

6. Kiosk. Notwithstanding any contrary provision of the Agreement, the owner of the Venture Parcel or Toys Parcel shall have the right to install and operate in the parking area of the Venture Parcel or Toys Parcel a total of one kiosk that does not exceed an aggregate Floor Area of 800 square feet and that complies with the building height restriction applicable to any Additional Commercial Pad.

7. Restrictions for Benefit of Toys, the Store or the Toys Parcel. For avoidance of doubt, all terms, provisions, restrictions or limitations set forth in the Agreement that are intended to benefit Toys, the Store or the Toys Parcel may be waived by the owner of the Toys Parcel. Without limitation of the foregoing, Section 4.6 of the Second Amendment is hereby terminated.

8. No Defaults. Each of the Parties acknowledges that to the best of its knowledge, as of the date of this Third Amendment no other Party is in default under the Agreement, nor has any event occurred nor does any condition exist that with notice or the expiration of any applicable cure period would constitute a default under the Agreement.

9. Binding Effect. This Third Amendment shall be binding upon and inure to the benefit of each of the Parties and their respective heirs, executors, administrators, successors, and assigns.

10. Attorneys' Fees; Governing Law; Jurisdiction; Venue. If any litigation or arbitration arises out of this Third Amendment, the prevailing Party shall be entitled to receive from the losing Party an amount equal to the prevailing Party's costs incurred in such litigation or arbitration, including, without limitation, the prevailing Party's attorneys' fees, costs, and disbursements. This Third Amendment shall be construed and interpreted in accordance with the laws of the jurisdiction in which the Shopping Center is located. The Parties hereby submit to

the state courts and federal courts for the jurisdiction in which the Shopping Center is located. The Parties hereby waive trial by jury in connection with any matter arising out of this Third Amendment.

11. Counterparts. This Third Amendment may be executed in any number of counterparts, each of which when taken together shall be deemed to be one and the same instrument.

12. Miscellaneous. This Third Amendment constitutes the entire agreement between the parties hereto and supersedes all prior negotiations, understandings, and agreements of any nature whatsoever with respect to the subject matter hereof. This Third Amendment may not be modified other than by an agreement in writing. The captions included in this Third Amendment are for convenience only and in no way define, describe or limit the scope or intent of the terms of this Third Amendment.

13. Lender Consents.

13.1 Venture Parcel. Venture represents and warrants that the Venture Parcel (including the Venture Outparcel), and FCOII represents and warrants that the portion of the Venture Outparcel owned by FCOII, are not encumbered by any mortgage, deed of trust or other instrument in effect as of the date of this Third Amendment, the foreclosure or termination of which would affect the continued effectiveness of this Third Amendment with respect to the Venture Parcel, except for that certain Deed of Trust, Assignment, Security Agreement and Fixture Filing for the benefit of Bank of America, NA ("Venture Lender"), recorded in the Official Records of Utah County, Utah on June 6, 2016 as Entry No. 50770:2016 (the "Venture Deed of Trust"). This Third Amendment is conditioned upon the Venture Lender's approval of this Third Amendment and agreement that this Third Amendment is binding upon the Venture Parcel and all future owners thereof, and shall not be terminated or otherwise affected by any foreclosure of the Venture Deed of Trust.

13.2 Willey Parcel. Willey represents and warrants that the Willey Parcel is not encumbered by any mortgage, deed of trust or other instrument in effect as of the date of this Third Amendment, the foreclosure or termination of which would affect the continued effectiveness of this Third Amendment with respect to the Willey Parcel, except for that certain Deed of Trust and Security Agreement for the benefit of Ashley Furniture Industries, Inc. ("Willey Lender"), recorded in the Official Records of Utah County, Utah on August 15, 2014 as Entry No. 57347:2014 (the "Willey Deed of Trust"). This Third Amendment is conditioned upon the Willey Lender's approval of this Third Amendment and agreement that this Third Amendment is binding upon the Willey Parcel and all future owners thereof, and shall not be terminated or otherwise affected by any foreclosure of the Willey Deed of Trust.

13.3 Toys Parcel. FCOII represents and warrants that the Toys Parcel is not encumbered by any mortgage, deed of trust or other instrument in effect as of the date of this Third Amendment, the foreclosure or termination of which would affect the continued effectiveness of this Third Amendment with respect to the Toys Parcel.

IN WITNESS WHEREOF, the Parties have entered into this Third Amendment as of the date first set forth above.

ASHLEY REAL ESTATE LLC,
a Delaware limited liability company

By: Ashley Holdings, Inc. a Wisconsin corporation, its sole member

By: [Signature]
Name: Troy Muller
Its: Treasurer

State of Wisconsin)
 §
County of Trempealeau)

On this 23rd day of October, 2019, personally appeared before me Troy Muller, whose identity is personally known to me or proven on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he or she signed this instrument as the Treasurer of such entity, by authority duly granted by such entity.

[Signature]
Notary Public, State of Wisconsin
Bruce J. Brovold
My commissions ~~expires~~: is permanent

Seal:



LENDER CONSENT

The undersigned, as the current beneficiary of that certain Deed of Trust and Security Agreement for the benefit of Ashley Furniture Industries, Inc., recorded in the Official Records of Utah County, Utah on August 15, 2014 as Entry No. 57347:2014 ("Willey Parcel Deed of Trust") that encumbers the Willey Parcel, as defined in the foregoing Third Amendment to Reciprocal Easement and Operation Agreement ("Third Amendment"), hereby approves such Third Amendment and agrees that such Third Amendment is binding upon the Willey Parcel and all future owners thereof, and shall not be terminated or otherwise affect by any foreclosure of such Willey Parcel Deed of Trust.

ASHLEY FURNITURE INDUSTRIES, INC.

By: [Signature]
Name: Troy Müller
Title: Treasurer

State of Wisconsin)
) §
County of Trempealeau)

On this 23rd day of October, 2019, personally appeared before me Troy Muller, whose identity is personally known to me or proven on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he or she signed this instrument as the Treasurer of such entity, by authority duly granted by such entity.

[Signature]
Notary Public, State of Wisconsin
Bruce J. Brovold
My commissions expires: is permanent

Seal:



FAMILY CENTER OREM SHOPPING CENTER, LLC,
a Delaware limited liability company

By: CCA Acquisition Company, LLC, a California
limited liability company, its managing member

By: *Steven H. Usdan*
Steven H. Usdan, its managing member

State of _____)

§

County of _____)

On this ____ day of _____, 2019, personally appeared before me
_____, whose identity is personally known to me or proven
on the basis of satisfactory evidence to be the person whose name is subscribed to this
instrument, and acknowledged that he or she signed this instrument as the
_____ of such entity, by authority duly granted by such entity.

Notary Public

My commissions expires: _____

Seal:

**SEE ATTACHED
CA CERTIFICATE**

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

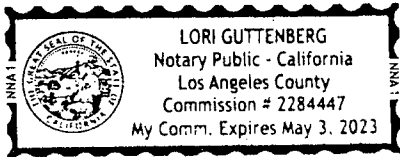
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Los Angeles

On December 2, 2019 before me, Lori Guttenberg, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Steven H. Usdan
Name of Signer

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lori Guttenberg
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Corporate Officer – Title(s): _____

Partner – Limited General

Partner – Limited General

Individual Attorney in Fact

Individual Attorney in Fact

Trustee Guardian or Conservator

Trustee Guardian or Conservator

Other: _____

Other: _____

Signer is Representing: _____

Signer is Representing: _____

FAMILY CENTER OREM II, LLC,
a Delaware limited liability company

By: Family Center Orem Shopping Center, LLC,
a Delaware limited liability company, its sole member

By: CCA Acquisition Company, LLC, a California
limited liability company, its managing member

By: *Steven H. Usdan*
Steven H. Usdan, its managing member

State of _____)
 §
County of _____)

On this _____ day of _____, 2019, personally appeared before me
_____, whose identity is personally known to me or proven
on the basis of satisfactory evidence to be the person whose name is subscribed to this
instrument, and acknowledged that he or she signed this instrument as the
_____ of such entity, by authority duly granted by such entity.

Notary Public
My commissions expires: _____
Seal:

**SEE ATTACHED
CA CERTIFICATE**

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Los Angeles }

On December 2, 2019 before me, Lori Guttenberg, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Steven H. Usdan
Name of Signer

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lori Guttenberg
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Corporate Officer – Title(s): _____

Partner – Limited General

Partner – Limited General

Individual Attorney in Fact

Individual Attorney in Fact

Trustee Guardian or Conservator

Trustee Guardian or Conservator

Other: _____

Other: _____

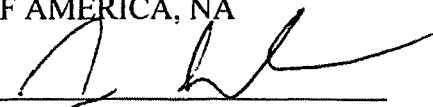
Signer is Representing: _____

Signer is Representing: _____

LENDER CONSENT

The undersigned ("Venture Lender"), as current beneficiary of that certain Deed of Trust, Assignment, Security Agreement and Fixture Filing for the benefit of Bank of America, NA recorded in the Official Records of Utah County, Utah on June 6, 2016 as Entry No. 50770:2016 ("Venture Parcel Deed of Trust") that encumbers the Venture Parcel, as defined in the foregoing Third Amendment to Reciprocal Easement and Operation Agreement ("Third Amendment"), hereby approves such Third Amendment and agrees that such Third Amendment is binding upon the Venture Parcel and all future owners thereof, and shall not be terminated or otherwise affected by any foreclosure of such Venture Parcel Deed of Trust; provided, however, that Venture Lender's consent to the Third Amendment shall not be deemed to be Venture Lender's consent to any project that may be permitted under the Third Amendment or to any physical building or tenancy changes to the project except in compliance with Venture Parcel Deed of Trust and any of the other the loan documents made in connection therewith.

BANK OF AMERICA, NA

By: 
Name: Jason Ireland
Title: Vice President

State of _____)
 §
County of _____)

On this ____ day of _____, 2019, personally appeared before me _____, whose identity is personally known to me or proven on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he or she signed this instrument as the _____ of such entity, by authority duly granted by such entity.

Notary Public

My commissions expires: _____

Seal:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

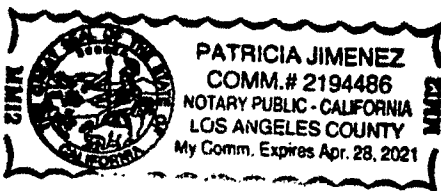
County of Los Angeles }

On December 13, 2019 before me, Patricia Jimenez Notary Public, personally appeared Jason Ireland, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Patricia Jimenez (Seal)
Signature of Notary Public



SCHEDULE A

LEGAL DESCRIPTIONS

WILLEY PARCEL

LOT 1, UNIVERSITY SQUARE PLAT "A", ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE UTAH COUNTY RECORDER; BUT EXCEPTING THEREFROM THE PARCEL DESCRIBED IN THE SPECIAL WARRANTY DEED FROM ASHLEY REAL ESTATE, LLC, A DELAWARE LIMITED LIABILITY COMPANY AS GRANTOR TO THE UTAH DEPARTMENT OF TRANSPORTATION, AS GRANTEE, RECORDED WITH THE UTAH COUNTY RECORDER AS DOCUMENT NO. 74388:2019.

VENTURE PARCEL EXCLUDING THE VENTURE OUTPARCEL

LOTS 2, 4 AND 5, UNIVERSITY SQUARE PLAT "A", ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE UTAH COUNTY RECORDER.

LOT 1, UNIVERSITY SQUARE PLAT "C", ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE UTAH COUNTY RECORDER.

LESS AND EXCEPTING THE VENTURE OUTPARCEL DESCRIBED BELOW.

TOYS PARCEL

LOT 3, UNIVERSITY SQUARE PLAT "D", INCLUDING A VACATION OF LOT 2 AND 3 OF UNIVERSITY SQUARE PLAT "A" AS RECORDED IN THE OFFICE OF THE UTAH COUNTY RECORDER AS ENTRY NO. 57753:2017.

LESS AND EXCEPTING:

A PARCEL DEEDED TO THE UTAH DEPARTMENT OF TRANSPORTATION IN THAT CERTAIN SPECIAL WARRANTY DEED, RECORDED MAY 12, 2017 AS ENTRY NO. 46060:2017.

VENTURE OUTPARCEL

LOT 1, UNIVERSITY SQUARE PLAT "D", INCLUDING A VACATION OF LOT 2 AND 3 OF UNIVERSITY SQUARE PLAT "A" AS RECORDED IN THE OFFICE OF THE UTAH COUNTY RECORDER AS ENTRY NO. 57753:2017.

PORTION OF VENTURE OUTPARCEL OWNED BY FOCII

LOT 1, UNIVERSITY SQUARE PLAT "D", INCLUDING A VACATION OF LOT 2 AND 3 OF UNIVERSITY SQUARE PLAT "A" AS RECORDED IN THE OFFICE OF THE UTAH COUNTY RECORDER AS ENTRY NO. 57753:2017.

EXCEPTING THAT PORTION OF THE ABOVE-DESCRIBED PROPERTY LOCATED IN LOT 2, UNIVERSITY SQUARE PLAT A.

SCHEDULE B

MULTI-FAMILY BUILDING AREA

