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2/14/2017 11:00:00 AM \$121.00  
Book - 10529 Pg - 4519-4555  
Gary W. Ott  
Recorder, Salt Lake County, UT  
METRO NATIONAL TITLE  
BY: eCASH, DEPUTY - EF 37 P.

Recording requested by:

And when recorded mail to:

Otten, Johnson, Robinson,  
Neff & Ragonetti, P.C.  
950 Seventeenth Street  
Suite 1600  
Denver, Colorado 80202  
Attention: David T. Brennan, Esq.

TAX PARCEL ID NUMBERS: 21-29-126-005-0000; 21-29-126-006-0000;  
21-29-126-007-0000; 21-29-126-008-0000; 21-29-126-009-0000; 21-29-126-010-0000;  
21-29-127-004-0000; 21-29-127-005-0000; 21-29-127-006-0000; 21-29-127-007-0000;  
21-29-127-008-0000; 21-29-127-009-0000; 21-29-127-010-0000; 21-29-127-011-0000;  
21-29-127-012-0000; 21-29-127-013-0000; 21-29-176-003-0000; 21-29-176-004-0000;  
21-29-176-005-0000; 21-29-176-006-0000; 21-29-176-007-0000; 21-29-176-008-0000;  
21-29-176-009-0000; 21-29-176-010-0000; 21-29-176-011-0000; 21-29-176-012-0000;  
21-29-177-001-0000; 21-29-177-002-0000; 21-29-177-003-0000; 21-29-177-004-0000;  
21-29-177-005-0000; 21-29-177-006-0000; 21-29-177-007-0000; 21-29-177-009-0000;  
21-29-177-010-0000; 21-29-177-013-0000; 21-29-177-014-0000; 21-29-177-015-0000;  
and 21-29-177-016-0000

### SUBORDINATION OF MANAGEMENT AGREEMENT

THIS SUBORDINATION OF MANAGEMENT AGREEMENT is made as of January 27, 2017, by RED Property Management, LLC, a Delaware limited liability company (the "**Agent**"), and PLAZA AT JORDAN LANDING, LLC, a Delaware limited liability company ("**Borrower**"), to and for the benefit of THE VARIABLE ANNUITY LIFE INSURANCE COMPANY, a Texas corporation (the "**Lender**").

### RECITALS

A. Borrower owns legal title to certain real property described on Exhibit A attached hereto and certain personal property located thereon and used in connection therewith (said real and personal property being collectively referred to hereinafter as the "**Property**").

B. Borrower and the Agent have entered into a certain management agreement dated as of even date herewith (the "**Management Agreement**"), a copy of which is attached hereto as Exhibit B, whereby the Agent has agreed to furnish services for the operation and management of the Property in exchange for certain payments to the Agent for its services.

C. Lender has agreed to refinance an existing loan to Borrower (the "**Loan**"). The Loan is evidenced by a certain Amended and Restate Promissory Note in the original principal amount of One Hundred Ten Million and 00/100 Dollars (\$110,000,000.00) (the

“Note”) of even date herewith made by Borrower to the order of Lender in the principal amount of the Loan. The Note is secured by, among other things, an Amended and Restated Deed of Trust, Security Agreement, Fixture Filing, Financing Statement and Assignment of Leases and Rents (the “**Deed of Trust**”) of even date herewith made by the Borrower granting a lien on the Property and to be recorded in the office of the Salt Lake County Recorder (the Note, Deed of Trust and all other documents evidencing and securing the Loan, whether now existing or hereafter executed, and all amendments, modifications, extensions, renewals or replacements thereto or thereof being referred to hereinafter collectively as the “**Loan Documents**”).

D. Lender requires as a condition precedent to its making of the Loan, that (i) the indebtedness evidenced by the Note and the lien and security interests of the Deed of Trust and Loan Documents be paramount and prior to any and all obligations, expenses and indebtedness owing to the Agent which arise from the Management Agreement (collectively, the “**Junior Liabilities**”), and any and all existing liens or future rights to liens of the Agent or anybody claiming by, through or under the Agent which arise from any and all obligations, expenses and indebtedness owing to the Agent under or in connection with the Management Agreement (collectively, the “**Junior Liens**”), and (ii) Borrower and the Agent agree that the Management Agreement may be terminated by Lender if an Event of Default occurs under any of the Loan Documents.

E. The Agent will directly and materially benefit from the making of the Loan.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce Lender to make and disburse the Loan, the parties hereto do hereby agree as follows:

1. The Junior Liabilities and the Junior Liens are hereby subordinated to each and every one of the Note, the Deed of Trust, and the other Loan Documents, the liens and security interests created thereby, and all indebtedness, liabilities and obligations of any kind whatsoever (whether now existing or hereafter arising and regardless of the aggregate amount thereof) owing by Borrower to Lender under the Loan Documents (collectively, the “**Senior Liabilities**”).

2. The payment of all Junior Liabilities shall be subordinated to the payment in full of all Senior Liabilities. No payment in respect of any Junior Liabilities shall be made at any time by Borrower, and the Agent shall not accept any such payment, on or after the date Borrower and Agent, respectively, have been notified by Lender of any default in the payment or performance of any of the Senior Liabilities. In the event the Agent receives any such payment, the same shall be received in trust for Lender and immediately turned over by the Agent to Lender. Notwithstanding the foregoing or anything else in this Agreement to the contrary, until such time as Lender terminates the Management Agreement pursuant to Section 5 hereof, Agent shall receive and may retain compensation as provided in the Management Agreement for the performance of its services.

3. Agent acknowledges that Borrower has assigned its interest in the Management Agreement to Lender pursuant to the Deed of Trust. Agent hereby consents to the provisions of the Deed of Trust and agrees that Agent will, in the event Lender elects to exercise its rights under the Deed of Trust and notwithstanding any breach by Borrower of the Management Agreement or any foreclosure proceedings affecting the Property, continue to perform for Lender the obligations to be performed for Borrower under the Management Agreement in accordance with its terms and conditions and without additional cost to Lender other than in accordance with the Management Agreement as approved by Lender, so long as Lender pays all amounts as and when due Agent under the Management Agreement for services to be rendered and for services previously rendered in accordance with the Management Agreement as approved by Lender (excluding any amounts previously paid by Borrower to Agent and any amounts for services rendered under modifications, amendments, supplements or addenda to the Management Agreement that have not been approved in writing by Lender). Anything herein or in the Deed of Trust or the Management Agreement to the contrary notwithstanding, Agent hereby acknowledges that Lender shall have no personal obligations or liabilities under the Management Agreement, Agent's sole right and remedy against Lender being the enforcement of Agent's lien rights, if any, against the Property and the termination of the Management Agreement for the non-payment of fees.

4. The Agent hereby certifies the following to Lender, as of the date hereof: (a) that attached hereto as Exhibit B is a full, complete and accurate copy of the Management Agreement; (b) that the Management Agreement is in force and effect as of March 1, 2017 and Agent is not in default thereunder and has no notice or knowledge of any default by Borrower thereunder; and (c) that Agent has no counterclaim, right of set-off, defense or like right against Borrower or Lender as of the date hereof. Agent agrees that if Lender exercises any or all of its rights under the Deed of Trust, Agent will perform the obligations specified to be performed by it under the Management Agreement for Lender notwithstanding any counterclaim, right of set-off, defense or like right of Agent against Borrower for Borrower's breach of the Management Agreement.

5. Notwithstanding anything contained in the Management Agreement to the contrary, Borrower and the Agent agree that upon the occurrence of a default or event of default under the Note, the Deed of Trust or any of the other Loan Documents, Lender may, at its option, upon not less than thirty (30) days' prior, written notice to the Agent, terminate the Management Agreement and Lender shall have no obligations or liability to the Agent on account thereof; provided however, that (subject to Paragraph 2 hereof) unless and until Lender so terminates the Management Agreement and for so long as Agent performs its services in accordance with the provisions of the Management Agreement, Agent shall be entitled to be paid the management fee provided for in the Management Agreement.

6. Any notices which may be given hereunder shall be deemed given (a) when personally delivered, (b) on the first business day after receipt and delivery to a courier service which guarantees next-business-day delivery, or (c) three (3) business days after deposit when mailed by United States certified or registered mail, postage prepaid, return receipt requested, in any case properly addressed as follows:

To the Agent:

RED Property Management, LLC  
One East Washington, Suite 300  
Phoenix, Arizona 85004  
Attention: President  
Fax No.: (480) 947-7997  
Email: [smaun@reddevelopment.com](mailto:smaun@reddevelopment.com)

With a copy to:

RED Development, LLC  
One East Washington, Ste. 300  
Phoenix, Arizona 85004  
Attention: General Counsel  
Fax No.: (480) 947-7997  
Email: [bgazaway@reddevelopment.com](mailto:bgazaway@reddevelopment.com)

To Borrower:

Plaza at Jordan Landing, LLC  
c/o Foursquare Properties, Inc.  
5850 Avenida Encinas  
Carlsbad, California 92008  
Attention: William M. Grosse  
Telephone: (760) 438-3141  
Fax No.: (760) 438-7615  
Email: [bill.grosse@fsqp.com](mailto:bill.grosse@fsqp.com)

with a copy to:

BIG Shopping Centers USA, Inc.  
9378 Wilshire Boulevard, Suite 300  
Beverly Hills, California 90212  
Attention: Stanley L. McElroy, Jr.  
Telephone: (310) 746-2210  
Fax No.: (310) 746-2240  
Email: [stan@bigcentersusa.com](mailto:stan@bigcentersusa.com)

and a copy to:

Griffin Fletcher & Herndon LLP.  
36067 Royal Sage Court  
Palm Desert, CA 92211  
Attention: Edward Krasnove, Esq.  
Phone: (760) 200-2881  
Cell: (760) 707-9008

and a copy to:

Holland & Knight LLP  
800 17<sup>th</sup> Street N.W., Suite 1100  
Washington, DC 20006  
Attention: Janis B. Schiff  
Fax No.: (202) 955-5564  
Email: janis.schiff@hkllaw.com

To Lender:

The Variable Annuity Life Insurance Company  
c/o AIG Investments  
777 S. Figueroa Street, 16<sup>th</sup> Floor  
Los Angeles, California 90017-5800  
Attention: VP, Servicing – Commercial Mortgage Lending

with a copy to:

Otten, Johnson, Robinson, Neff & Ragonetti, P.C.  
1600 Colorado National Building  
950 Seventeenth Street  
Denver, Colorado 80202  
Attention: David T. Brennan, Esq.

or to such other address the party to receive such notice may have theretofore furnished to all other parties by notice in accordance herewith.

7. This Agreement shall be binding upon the Agent and Borrower and upon their successors and assigns.

8. The Agent and Borrower agree to execute such further documents or instruments and take such further actions as Lender may reasonably request from time to time to carry out the intent of this Agreement.

9. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah. Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

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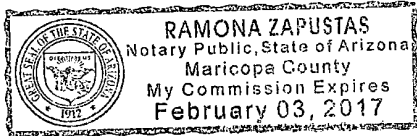
AGENT:

RED Property Management, LLC  
a Delaware limited liability company

By: [Signature]  
Michael L. Ebert  
Manager and Designated Broker

STATE OF Arizona )  
COUNTY OF Maricopa ) ss.

The foregoing instrument was acknowledged before me this 27 day of January 2017, by Michael L. Ebert, as Manager and Designated Broker of RED Property Management, LLC, a Delaware limited liability company.



[Signature]  
NOTARY PUBLIC

Residing at: Maricopa County  
Phoenix, AZ

My commission expires: 2.3.17



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 )  
                                  )        ss.  
COUNTY OF SAN DIEGO )

On February 13 2019 before me, Joan E Hendrick, Notary Public, personally appeared William M. Grosse, 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.

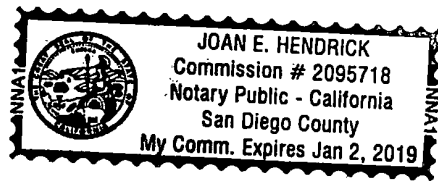
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Joan E Hendrick

(SEAL)





**EXHIBIT A**

**LEGAL DESCRIPTION**

Real property in the City of West Jordan, County of Salt Lake, State of Utah, described as follows:

PARCEL 1:

LOT 1 THROUGH 36, OF THAT CERTAIN PLAT ENTITLED "JORDAN LANDING PLAZA SUBDIVISION", WHICH PLAT WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SALT LAKE, STATE OF UTAH ON DECEMBER 20, 2001 AS ENTRY NO. 8097693 IN BOOK 2001P OF PLATS AT PAGE 380.

TOGETHER WITH (REMAINDER LOT 37 PARCEL):

BEGINNING AT A POINT NORTH 89°52'21" WEST 670.53 FEET AND SOUTH 20.62 FEET FROM THE CENTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, THENCE RUNNING ALONG THE ARC OF A 500.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 89°40'02" WEST) THROUGH A CENTRAL ANGLE OF 01°55'16" A DISTANCE OF 16.77 FEET TO THE SOUTHEAST CORNER OF LOT 37, JORDAN LANDING PLAZA SUBDIVISION; THENCE NORTH 89°40'08" WEST 32.02 FEET TO A POINT ON A NON-TANGENT CURVE AND THE WEST BOUNDARY LINE OF SAID LOT 37 OF JORDAN LANDING PLAZA SUBDIVISION; THENCE ALONG WEST BOUNDARY LINE OF SAID LOT 37 THE FOLLOWING (2) COURSES: ALONG A 468.00 FOOT RADIUS CURVE TO THE LEFT, (CENTER BEARS NORTH 89°40'08" WEST), THROUGH A CENTRAL ANGLE OF 02°03'05" A DISTANCE OF 16.76 FEET, AND NORTH 00°19'58" EAST 411.07 FEET TO A POINT OF A NON-TANGENT CURVE, SAID POINT BEING THE NORTHWEST CORNER OF SAID LOT 37; THENCE ALONG A 299.50 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 09°51'56" EAST) THROUGH A CENTRAL ANGLE OF 10°11'49" A DISTANCE OF 53.30 FEET; THENCE SOUTH 89°40'07" EAST 10.98 FEET TO THE EAST BOUNDARY LINE OF SAID LOT 37, JORDAN LANDING PLAZA SUBDIVISION; THENCE SOUTH 00°19'58" 125.35 FEET; THENCE NORTH 89°39'09" WEST 32.00 FEET; THENCE SOUTH 00°19'58" WEST 290.36 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID 500.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 01°55'16" A DISTANCE OF 16.77 FEET TO THE POINT OF BEGINNING.

AND FURTHER TOGETHER WITH (REMAINDER LOT 38 PARCEL):

BEGINNING AT A POINT NORTH 00°19'39" EAST 167.24 FEET FROM THE CENTER QUARTER CORNER OF SECTION 29, TOWNSHIP 2 SOUTH RANGE 1 WEST, SLB&M; AND RUNNING THENCE NORTH 89°39'09" WEST 503.72 FEET; THENCE NORTH 00°20'51" EAST 100.00 FEET; THENCE NORTH 89°39'09" WEST 134.69 FEET TO THE WEST BOUNDARY LINE OF LOT 38, JORDAN LANDING PLAZA SUBDIVISION; THENCE ALONG SAID WEST BOUNDARY LINE OF LOT 38 NORTH 00°19'58" EAST 125.35 FEET TO THE NORTH BOUNDARY LINE OF SAID LOT 38, JORDAN LANDING

PLAZA SUBDIVISION; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID LOT 38 THE FOLLOWING (4) FOUR COURSES: SOUTH 89°40'07" EAST 30.00 FEET TO A POINT OF CURVATURE, AND ALONG THE ARC OF SAID 228.50 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13°58'29" A DISTANCE OF 55.73 FEET TO A POINT ON A REVERSE CURVE, AND ALONG THE ARC OF A 499.50 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 13°58'33" A DISTANCE OF 48.66 FEET, AND SOUTH 89°40'02" EAST 505.04 FEET TO THE NORTHEAST CORNER OF LOT 38, JORDAN LANDING PLAZA SUBDIVISION; THENCE SOUTH 00°19'39" WEST ALONG SAID EAST BOUNDARY OF SAID LOT 38 AND QUARTER SECTION LINE 238.18 FEET TO THE POINT OF BEGINNING.

ALSO DESCRIBED AS:

BEGINNING AT A POINT NORTH 07 DEG. 46'07" EAST 167.24 FEET FROM THE CENTER QUARTER CORNER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 82 DEG. 13'00" WEST 503.74 FEET; THENCE NORTH 07 DEG. 47'00" EAST 100.00 FEET; THENCE NORTH 82 DEG. 13'00" WEST 134.67 FEET TO THE WEST BOUNDARY LINE OF LOT 38, JORDAN LANDING PLAZA SUBDIVISION; THENCE NORTH 82 DEG. 13'00" WEST 32.00 FEET TO THE CENTER OF PLAZA CENTER DRIVE, A PRIVATE ROADWAY; THENCE SOUTH 07 DEG. 46'07" WEST 286.46 FEET TO THE NORTHERLY BOUNDARY OF AMENDMENT TO JORDAN LANDING II FINAL PLAT SUBDIVISION; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID SUBDIVISION THE FOLLOWING (10) TEN COURSES: (1) SOUTH 07 DEG. 46'07" WEST 4.00 FEET TO A POINT OF CURVATURE, (2) ALONG THE ARC OF A 500.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 01 DEG. 55'16" A DISTANCE OF 16.77 FEET, (3) NORTH 82 DEG. 13'59" WEST 117.54 FEET TO A POINT OF CURVATURE, (4) ALONG THE ARC OF A 300.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 12 DEG. 43'49" A DISTANCE OF 66.66 FEET TO A POINT OF TANGENCY, (5) NORTH 69 DEG. 30'10" WEST 26.01 FEET TO A POINT OF CURVATURE, (6) ALONG THE ARC OF A 330.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 24 DEG. 40'13" A DISTANCE OF 142.09 FEET TO A POINT OF REVERSE CURVATURE (7) ALONG THE ARC OF A 496.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 27 DEG. 47'39" A DISTANCE OF 240.61 FEET TO A POINT OF COMPOUND CURVATURE, (8) ALONG THE ARC OF A 100.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 20 DEG. 12'17" A DISTANCE OF 35.26 FEET TO A POINT OF REVERSE CURVATURE, (9) ALONG THE ARC OF A 78.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 38 DEG. 29'29" A DISTANCE OF 52.40 FEET TO THE POINT OF TANGENCY; (10) NORTH 84 DEG. 39'56" WEST 56.25 FEET TO THE NORTHWEST CORNER OF SAID AMENDMENT TO JORDAN LANDING II PLAT SUBDIVISION; THENCE SOUTH 24 DEG. 57'09" WEST 16.04 FEET; THENCE NORTH 82 DEG. 25'51" WEST 59.74 FEET TO THE EASTERN BOUNDARY LINE OF JORDAN LANDING BOULEVARD; THENCE ALONG SAID EASTERN BOUNDARY LINE THE FOLLOWING (6) SIX COURSES: (1) NORTH 24 DEG. 56'01" EAST 13.221 FEET TO A POINT OF CURVATURE, (2) ALONG THE ARC OF A 1103.000 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 24 DEG. 58'42" A DISTANCE OF

480.857 FEET TO A POINT OF TANGENCY, (3) NORTH 00 DEG. 02'41" WEST 538.910 FEET TO A POINT OF CURVATURE, (4) ALONG THE ARC OF A 1377.000 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 97 DEG. 42'50" A DISTANCE OF 2348.376 FEET TO A POINT OF TANGENCY, (5) SOUTH 82 DEG. 19'51" EAST 124.580 FEET, (6) SOUTH 47 DEG. 30'59" EAST 5.230 FEET TO THE QUARTER SECTION LINE; THENCE ALONG SAID QUARTER SECTION LINE SOUTH 07 DEG. 46'07" WEST 2410.90 FEET TO THE POINT OF BEGINNING.

NOTE: THE BEARINGS SHOWN HEREIN REPRESENT A ROTATION OF 07 DEG. 31'15" CLOCKWISE FROM THE SALT LAKE COUNTY AREA REFERENCE PLAT INFORMATION AND ARE BASED UPON AN AIRPORT GRID SYSTEM AT MUNICIPAL AIRPORT NO. 2 IN WHICH THE CENTERLINE OF THE RUNWAY IS GRID NORTH.

PARCEL 1A:

ALL RIGHTS, INCLUDING, BUT NOT LIMITED TO, INGRESS, EGRESS AND PARKING AS GRANTED WITHIN DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RECIPROCAL EASEMENTS RECORDED JANUARY 5, 1999, AS ENTRY NO. 7211796, BOOK 8220, AT PAGE 0652, OF OFFICIAL RECORDS.

PARCEL 1B:

ALL RIGHTS, INCLUDING, BUT NOT LIMITED TO, INGRESS, EGRESS AND PARKING, AS GRANTED WITHIN THE RECIPROCAL EASEMENT AGREEMENT, RECORDED JUNE 21, 2000, AS ENTRY NO. 7664912, IN BOOK 8370, AT PAGE 119, AND RE-RECORDED NOVEMBER 29, 2000, AS ENTRY NO. 7769818, IN BOOK 8404, AT PAGE 4031 OF OFFICIAL RECORDS.

PARCEL 1C:

ALL RIGHTS, INCLUDING, BUT NOT LIMITED TO, INGRESS, EGRESS AND UTILITIES, AS GRANTED WITHIN THE ACCESS AND UTILITY EASEMENT AGREEMENT, RECORDED JULY 31, 2001, AS ENTRY NO. 7961503, IN BOOK 8484, AT PAGE 3596, OF OFFICIAL RECORDS.

PARCEL 1D:

ALL RIGHTS, INCLUDING, BUT NOT LIMITED TO, INGRESS AND EGRESS, AS GRANTED WITHIN THE AGREEMENT REGARDING EASEMENTS, COVENANTS AND RESTRICTIONS, RECORDED OCTOBER 17, 2002, AS ENTRY NO. 8388089, IN BOOK 8666, AT PAGE 8473, OF OFFICIAL RECORDS.

**EXHIBIT B**

**MANAGEMENT AGREEMENT**

**(See Attached)**

## MANAGEMENT AGREEMENT

### PLAZA AT JORDAN LANDING WEST JORDAN, UTAH

THIS MANAGEMENT AGREEMENT ("Agreement") is made and is effective as of March 1, 2017 (the "Effective Date") between Plaza at Jordan Landing, LLC, a Delaware limited liability company (the "Owner"), and RED Property Management, LLC, a Delaware limited liability company (the "Agent").

#### RECITALS

This Agreement is made with reference to the following facts and intentions of the parties.

A. Owner is the owner of certain real property, constituting all or a portion of a shopping center, commonly known as Jordan Landing, consisting of approximately six hundred eighty thousand (680,000) square feet of gross leasable area, located in the City of West Jordan, County of Salt Lake, State of Utah (the "Property").

B. Owner desires to engage Agent to manage and operate the Property and related assets of the Owner, and Agent desires to render such management services to Owner, upon and subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, Owner and Agent agree as follows:

#### AGREEMENT

1. Engagement of Agent as Manager.

Owner engages Agent as manager and Agent agrees to serve as, the sole and exclusive property and asset manager in connection with the Property and associated assets of Owner for the period of time and upon the terms and conditions set forth below.

2. Duties of Agent.

2.1 Services and Fees. During the term of this Agreement, Agent agrees, for and in consideration of the compensation set forth in Article 5 and Exhibit B, to supervise, direct, and manage the operation of the Property on behalf of Owner and for Owner's account. Agent will perform its duties as set forth in this Agreement in an efficient, diligent, and careful manner. Agent will at all times act in good faith, in a commercially reasonable manner with respect to the proper protection of and accounting for the Property and Owner's associated assets.

2.2 Annual Budgets. (a) Owner and Agent acknowledge that the 2017 budget has been approved. (b) Agent shall prepare and submit to Owner for Owner's approval no later than December 15<sup>th</sup> of each subsequent calendar year during the term, a proposed budget for the next calendar year (or partial calendar year, as the case may be). Each budget shall forecast all revenues, and all operating, capital and other expenses including (i) repairs and maintenance; (ii) utilities, including heat, air conditioning, water, electricity, fuel, oil and gas; (iii) cleaning and janitorial services; (iv) expenditures, if any, for repairs, alterations, rebuilding, replacements, additions and/or improvements in and to the Property; (v) compensation and related fringe benefits

and expenses for personnel; (vi) paving, sealing, striping, lighting and landscaping expenses along with other costs and expenses to be incurred in connection with the upkeep of the outdoor portion of the Property; (vii) marketing, promotion, and tenant retention (the "Marketing Budget"); (viii) costs as contemplated by this Agreement for the services provided by Agent; (ix) snow and ice removal; and (x) other material costs and expenses to be incurred in operating the Property, including reasonable contingency reserves; all of which budget estimates shall be in a format approved by Owner and are collectively referred to as the "Proposed Budget". The Proposed Budget shall also include estimates of revenue and net cash flow for the Property. The calendar year as used in this Agreement shall be from January 1 to December 31; provided, however, that Owner may change this reporting period upon reasonable advance notice to Agent.

(b) Owner will consult with Agent with respect to Agent's preparation of any Proposed Budget prior to November 1<sup>st</sup> of each calendar year. Promptly following receipt of any Proposed Budget, Owner will review the same and submit proposed changes to Agent. Each Proposed Budget, with such changes therein as Owner shall request, shall, as and when approved by Owner (such approval shall be given in writing), be referred to herein as an "Approved Budget." In the event, Owner fails to approve the Proposed Budget prior to the December 15<sup>th</sup> immediately preceding the calendar year for which the Proposed Budget applies, Agent shall operate the Property in accordance with the then-existing budget until such time as the Proposed Budget is approved by Owner in writing, and thereafter shall be considered the Approved Budget for the applicable calendar year. Agent shall give written notice to each tenant of the Property its prorata share of all Common Area Expenses, Real Estate Taxes and Insurance Charges for the following year in the January billing statements.

(c) Within ninety (90) days following the end of the calendar year, Agent shall prepare and deliver to Owner a written reconciliation report (the "Reconciliation Report"), which shall contain a detailed, line-item comparison of actual operating expenses, insurance expenses and real estate taxes with respect to the Property with the corresponding amounts collected from tenants for such calendar year. Based on the Reconciliation Report, the Agent shall recommend to Owner appropriate adjustments to the Approved Budget for the current calendar year which adjustments, upon the written approval of Owner, shall become a part of and constitute the Approved Budget for the applicable calendar year under the terms of this Agreement. Agent shall promptly provide billings to tenants of the Property (including copies of all backup for such charges, if required by a tenant's lease) concerning adjustments to tenant charges which are required as a result of the Reconciliation Report and adjustments to the Approved Budget.

(d) Agent agrees to use diligence and employ all reasonable efforts to ensure that the actual cost of maintaining and operating the Property shall not exceed the Approved Budget either in total or in any one accounting category. All expenses must be charged to the proper account as specified in the Approved Budget and no expense may be classified or reclassified for the purpose of avoiding an excess in the annual budgeted amount of an accounting category. Excluding uncontrollable expenses (ie., real estate taxes, insurance, utilities, and snow removal), Agent shall secure Owner's prior approval for any single expenditure that will exceed the total Approved Budget by the greater of \$10,000 or ten percent (10%) of the annual budgeted amount in any one accounting category of the Approved Budget.

(e) Agent shall collect and maintain any merchants organization dues, marketing fund, media or advertising fund (the "Media Fund") provided for under tenant leases with respect to the Property. Agent will expend the funds in the Media Fund solely for marketing and advertising purposes and other purposes permitted under the applicable tenant leases, consistent with the annual marketing plan as provided by Owner.

2.3 Vendor Contracts. (a) On behalf of Owner, Agent shall negotiate and execute contracts with independent contractors for services required in the ordinary course of business to operate the Property, including, without limitation, electricity, gas, fuel, water, voice and data communications, rubbish removal and other utility services, cleaning and janitorial service, landscaping and outdoor maintenance, elevator and boiler maintenance, and air conditioning maintenance, provided that such contracts are for a term of one (1) year or less, terminable by Agent or Owner without cause on no more than thirty (30) days' notice, and the nature and cost of the services contracted for are included in the then current Approved Budget. Notwithstanding the foregoing, Agent may negotiate and execute contracts on behalf of Owner for services for a term greater than one (1) year if such contract has been identified by Agent in the Approved Budget, and Owner approves of such contract in writing in Owner's reasonable discretion.

(b) On behalf of Owner, Agent shall negotiate and execute contracts with independent contractors for any work or maintenance, and/or repair that Agent deems necessary or desirable with respect to the buildings and other improvements located on the Property that are not included in the then current Approved Budget, provided that such contracts are terminable by Agent or Owner without cause on no more than thirty (30) days' notice and the value of any one contract does not exceed \$10,000, and provided, further, that such contracts in the aggregate do not exceed \$50,000 in any calendar year. Notwithstanding the foregoing, Agent may negotiate and execute contracts on behalf of Owner for any such work, maintenance or repair services in excess of the foregoing amounts, provided Owner approves of such contract in writing in Owner's reasonable discretion.

(c) Unless Owner shall have specifically authorized a variance from this Agreement, in any case where the Agent shall contract with a third party on behalf of Owner to provide services required under this Agreement, or where the Agent shall subcontract with a third party to provide services required under this Agreement, the agreement with any third party contractor, or subcontractor, shall provide that (i) in the case of a subcontract agreement, the agreement shall be assignable in whole or in part by Agent, (ii) the Owner shall be an additional insured in any insurance or indemnity provision which is for Agent's benefit, and (iii) the personnel of the third party contractor or subcontractor shall, at such third party contractor's or subcontractor's expense, be covered by workers' compensation, employer's liability insurance or similar insurance to the extent required by applicable law.

2.4 Books and Records. Agent shall maintain complete, accurate and separate books and records of account for the Property covering the leasing, maintenance and operation of the Property. The accounting entries in these books and records shall be supported by documentation sufficient to ascertain that the entries are properly and accurately recorded for the Property. Such books and records shall be open to inspection and photocopying by Owner during normal business hours of Agent. Such records shall be kept in accordance with U.S. generally acceptable accounting principles consistently applied.

2.5 Revenue Collection. (a) Agent shall collect for the account of Owner all rentals, utility charges, common area charges, Media Fund deposits, maintenance and insurance charges, real estate and personal property tax and assessment charges, and any and all other charges and income derived from the Property during the term of this Agreement. Agent shall (if directly received) deposit such rents and payments in that Operating Account defined in Section 3.1 hereof for Owner. Agent shall timely make or verify any calculations that are required to determine the amount of rent due from tenants, including without limitation, calculating percentage rent, operating expense "pass-throughs" and consumer price index adjustments. Agent shall be responsible for the billing of all charges or other income due with respect to the Property.

(b) On behalf of Owner, Agent shall, in accordance with applicable law, have the right to utilize whatever commercially reasonable collection procedures Agent deems appropriate in order to collect any past-due rentals or other charges or income from the Property, including the right to settle any claim on behalf of Owner that involves a sum of less than \$10,000, provided, that the amount of claims settled in the aggregate in any calendar year does not exceed \$50,000, and that any such settlements do not amend any lease language with tenants without Owner's prior written consent. Notwithstanding the foregoing, Agent shall settle any claims in excess of the foregoing amounts, modify any lease terms in order to settle claims, and institute and prosecute litigation with respect to removal of tenants, collection activities, or enforcement of lease provisions, only with the prior written consent of Owner. Upon receipt of Owner's written consent, Agent is authorized to hire outside legal counsel or other consultants as necessary to prosecute litigation or pursue such collection activities. The reasonable attorneys' fees and costs incurred in connection with any such collection activities and legal actions are a Property expense. Agent will keep Owner informed, from time to time (but not less frequently than on a monthly basis) of Agent's activities under this Section 2.5(b). Owner will cooperate with Agent, and Agent will cooperate with Owner, in any proceedings instituted by the other to recover monies due Owner with respect to the Property or to recover possession of any portion of the Property, provided that all such proceedings shall be at Owner's expense.

2.6 Emergency Expenditures. In the event of emergencies, Agent shall take whatever actions which, in Agent's opinion, using reasonable business judgment, are immediately required to be made for the preservation and safety of the Property, to avoid the suspension of any essential service to or for the Property, or to avoid danger to life or property at the Property, and notwithstanding any provision in this Agreement to the contrary, in such event Agent may make expenditures or enter into contracts, not to exceed \$100,000, without Owner's consent ("Emergency Expenditures"). Notwithstanding the foregoing, Agent may enter into contracts on behalf of Owner for any such emergency activities in excess of \$100,000, provided Owner approves of such contract in writing in Owner's reasonable discretion. If at all possible, Agent shall immediately notify Owner of any emergency and confer with Owner regarding any Emergency Expenditures.

2.7 Lease Abstracts. Agent shall prepare for Owner and keep current a database containing an abstract of all leases in effect with respect to the Property, at a cost to Owner not to exceed \$100 per lease abstract. To the extent Agent is expressly authorized to do so in this Agreement, Agent shall duly and punctually comply with all of the obligations of the lessor under all leases with tenants leasing space in the Property, but solely on behalf of Owner. In the event Agent is aware of an obligation applicable to Owner with respect to the Property, but believes that Agent is not empowered to act under this Agreement, Agent shall promptly give Owner written notice of such obligation, accompanied by Agent's recommendation how to proceed, and a request of Owner for further direction and authority with respect to such matter.

2.8 Compliance With Laws, Regulations, and Requirements. Agent shall operate and maintain the Property to comply in all material respects with and shall abide by all statutes, laws, rules, regulations, requirements, orders, notices, determinations and ordinances of any federal, state or local government and appropriate departments, commissions or boards with jurisdiction over the Property, or any portion of the Property, the requirements of any insurance companies covering any of the risks against which the Property is insured, and of which Agent has prior notice, and the requirements of any agreements relating to the Property including the Easements with Covenants and Restrictions between Wal-Mart Stores, Inc. and Jordan Landing II, as amended, the Reciprocal Easement Agreement between Wal-Mart Stores, Inc. and Jordan Landing II, as amended, the Declaration of Covenants, Conditions, Restrictions and Reciprocal Easements by Jordan Landing LLC, as amended, Set Back Easement Agreement between Lowe's HIW, Inc. and Jordan Landing, LLC, Restrictive Use and Opening



Agreement between Lowe's HIW, Inc. and Jordan Landing, LLC, and the Agreement Regarding Easement Covenants and Restrictions between Sears, Roebuck and Co. and Jordan Landing, LLC, among other agreements, including the leases, as well as the requirements of the Property Lender (collectively, the "Requirements"). Agent further agrees at Owner's expense, and without Owner's prior approval, promptly to remedy any violation of a Requirement which comes to its attention, provided such expense in any one instance does not exceed the sum of \$5,000, or provided that such expenses do not in the aggregate exceed the sum of \$25,000 in any calendar year. If the cost of remedying any one violation exceeds \$10,000, or the costs of remedying all violations in any calendar year exceed \$50,000, Agent promptly shall obtain Owner's prior written approval before authorizing any expenditure, unless in Agent's reasonable opinion an Emergency Expenditure is necessary in which case Agent shall proceed in accordance with Section 2.6 above. Owner shall have the right to contest any alleged violation of any Requirement.

2.9 Property Inspections. From time to time, but at least every ninety (90) days, and as may be required by law or regulation or upon request of Owner, Agent shall conduct inspections of the Property and retain professionals as needed for such purpose and thereafter report the results of such inspection to Owner as provided on Exhibit A. Agent shall monitor tenants' obligations to maintain and service heating, air conditioning, grease traps, and related equipment in accordance with tenants' respective lease obligations. In addition from time to time Agent shall provide Owner with recommendations for any work or maintenance, and/or repair that Agent deems necessary or desirable with respect to the buildings and other improvements located on the Property that are not included in the then current Approved Budget.

2.10 Liens. After giving prompt notice to Owner, Agent shall take all necessary steps authorized in writing by Owner to prevent the creation of, and to remove, any claim for lien, encumbrance or security interest (collectively, a "Lien") which attaches to the Property or any portion of the Property if the Lien has been asserted without Owner's consent, unless Owner shall notify Agent in writing that Owner does not intend to contest the Lien.

2.11 Payables and Disbursements. From the Operating Account established pursuant to Article 3, Agent shall disburse and pay the following, as the same become due, but before delinquency and only to the extent of funds available from receipts derived from the Property or funds supplied by Owner, and only to the extent consistent with the Approved Budget for the Property, or as otherwise directed by Owner:

(a) All costs and expenses of maintaining and operating the Property, including without limitation, (i) all real estate taxes and assessments levied against the Property (provided that Agent shall take such actions with respect to protesting such taxes or the assessments upon which they are based annually unless provided with Owner's written notice not to contest same and, in such event, Agent shall provide timely written notice to any tenant of the Property who has the right to contest taxes, notifying them that Owner will not be contesting taxes for such year, each year of the Term of this Agreement), (ii) all insurance premiums, (iii) all advertising expenses, (iv) each and every installment payable under or pursuant to each mortgage or ground lease affecting the Property, (v) all expenses for repairs and maintenance, (vi) all payments due under contracts entered into by Agent on behalf of Owner as contemplated by this Agreement, (vii) generally, all operating expenses provided for in the Approved Budget and incurred in the proper management, operation or protection of the Property; and

(b) Any other charge or item of expense that Owner directs Agent in writing to pay.

2.12 Required Notices To Owner. Agent shall promptly notify Owner in writing:

(a) of the receipt by Agent of any notice that the condition of the Property or any part of the Property fails to meet the standards of, or is in violation of, any Requirement; or

(b) of the receipt by Agent of any notice, demand or similar communication with respect to any material obligation of Owner under any agreement involving Owner or the Property; or

(c) of the receipt by Agent of any summons, notice, demand or similar communication regarding any action at law or in equity or before any regulatory body in connection with or involving Owner or the Property; or

(d) of the receipt by Agent of notice of any Lien in connection with the Property; or

(e) of any Emergency Expenditures made by Agent to protect or preserve the Property.

2.13 Leasing Services. Concurrently herewith, Owner and Agent are entering into a Leasing Services Agreement.

2.14 Employees. (a) Agent shall have in its employ at all times a sufficient number of capable employees, as employees of Agent and not of Owner, to enable it to properly, adequately, safely and economically manage, operate, maintain, administer and account for the Property. Agent shall engage such independent contractors as Agent deems necessary to supplement and complement Agent's employees and in order to properly and adequately perform its obligations hereunder. Agent shall be responsible to Owner for all acts and omissions of such employees and/or independent contractors. All matters pertaining to the employment, supervision, compensation, promotion and discharge of Agent's employees, independent contractors, and others engaged by Agent are the responsibility of Agent, which represents and covenants that such employees will be either the employees of Agent or the employees of its independent contractors.

(b) Agent shall fully comply with all applicable laws and regulations having to do with workers' compensation, social security, unemployment insurance, hours of labor, wages, working conditions, and other employer-employee matters. Agent is engaged independently in the business of managing and operating income-producing Property, both for its own account and for others as an independent contractor. Agent is engaged hereunder as an independent contractor and all employment arrangements are, therefore, solely its concern and Owner shall have no liability or obligation with respect thereto. This Agreement does not create a joint venture relationship between Owner and Agent.

2.15 Limitations On Agent's Authority. Notwithstanding any provision in this Agreement to the contrary, it is hereby agreed that Agent is in any event not authorized and shall not (i) convey or otherwise transfer or pledge or encumber any property or other asset of Owner, (ii) pledge the credit of Owner, (iii) borrow money or execute any promissory note or other obligation or mortgage deed, security agreement or other encumbrance in the name of or on behalf of Owner, (iv) execute any lease or other agreement or contract on behalf of Owner except as expressly provided under this Agreement, (v) do any act in contravention of this Agreement or which would make it impossible to carry on the business of Owner, (vi) institute or defend lawsuits or other legal proceedings on behalf of Owner or in respect to enforcement of any lease agreements or other contract with respect to the Property except in accordance

with the terms and conditions of this Agreement, (vii) terminate leases except as approved and directed by Owner, (viii) obligate Owner for the payment of any fee or commissions to any third party real estate manager or broker except as may be expressly authorized under this Agreement, (ix) release, compromise, assign or transfer any claim, right or benefit of Owner, except as specifically authorized under this Agreement, or (x) except in the event of any emergencies (as set forth in Section 2.6), do any act which would be materially inconsistent with or which would constitute a materially adverse change or material modification in an Approved Budget; provided further, that the limitations set forth in the preceding portions of this Section 2.15 shall be in addition to all other restrictions on the authority of Agent as set forth in this Agreement.

2.16 Management Office. Agent shall provide on-site management services. Owner shall provide Agent with reasonable space to establish a management office at or near the Property, along with necessary furnishings, office equipment, office supplies and necessary services, including voice and data connectivity.

2.17 Employee Fidelity Bond; Owner Representative. Agent shall provide to Owner a list of employees who will work for Agent in connection with the Property. The list of employees shall indicate which employees are bonded and the amount of the bond. Agent shall require that all employees who have access to cash will be bonded. Owner shall appoint an employee or other representative who is authorized to act on behalf of Owner and who is authorized to provide the consent and/or approval of Owner as required by this Agreement ("Owner Representative"). Owner shall notify Agent of the identity of the Owner Representative.

2.18 Additional Services. If Owner desires Agent to provide any services not covered in this Agreement (including under Exhibit B), Owner and Agent shall negotiate applicable terms and enter into a separate agreement for such services.

2.19 Transitional Services. Upon termination of this Agreement in accordance with Article 7, Agent agrees to cooperate with Owner to transition the management services for the Property to a successor. Agent will provide the services described in Exhibit C and Owner will pay the fees associated with any such services provided as set forth in Exhibit C.

### 3. Bank Account and Disbursement of Funds.

3.1 Operating Account. (a) All funds received by Agent in the operation of the Property ("Property Funds") shall be received by Agent at a designated lockbox, if applicable, or at City National Bank at the Lomas Santa Fe Branch located in Solana Beach, California in trust for the benefit of Owner or other bank as directed by Owner ("Operating Account"). All banks in which Property Funds are held shall be informed that Property Funds are held in trust for Owner. Property Funds shall not be commingled with Agent's funds or Owner's other funds. Agent shall be added as an additional check signer for such Operating Account and Agent shall make all disbursements provided for in Section 2.11 out of the Operating Account. Any interest earned on operating accounts, if any, shall be considered Owner's funds.

(b) Notwithstanding anything to the contrary set forth in this Agreement, Agent shall comply with all cash procedures as may be imposed or required from time to time by Owner (including, without limitation, procedures with respect to payment of budgeted expenditures and remission of funds to Owner). Agent shall remit to Owner any funds paid in respect to tenant security deposits. Agent shall maintain records of all security deposits deposited by tenants and remitted to Owner, and shall administer the security and other deposits with respect

to the Property in accordance with the terms of the leases in effect with respect to the Property and in accordance with all applicable laws.

3.2 Cash Deficiency. Agent shall notify Owner immediately upon first projection or awareness of a cash shortage, or pending cash shortage which will result in insufficient funds in the Operating Account to make all disbursements provided for in Section 2.11, and Owner shall determine payment priority. After Agent has paid, to the extent that cash is available, all approved expenditures for bills and charges based on the ordered priorities set by Owner, Agent shall submit to Owner a statement of all remaining unpaid bills. If Owner fails to deposit the amount requested by Agent in the Operating Account, Agent shall not be obligated to make any disbursement for which there are no funds, and shall not advance any of Agent's funds for the account of Owner, unless Agent and Owner mutually agree in writing to the advance of such funds.

3.3 Excess Operating Cash. At anytime during the term of this Agreement, Owner and Agent may mutually agree, either in writing or orally, that Agent is to continue to hold all or any portion of the monthly excess cash from the operating account to cover future Property expenses. Subject to the foregoing, Owner will distribute the excess cash to each of the members of Owner on a monthly or more frequent basis.

#### 4. Insurance and Indemnification.

##### 4.1 Insurance to be Carried.

(a) At Owner's expense, Owner shall obtain, renew and modify, as necessary, for the benefit of Owner and Agent, policies of insurance on the Property insuring against loss or damage by fire and such other insurable events as are or shall be customarily covered by insurance with respect to buildings similar in construction, general location, use and occupancy to the buildings now or in the future located on the Property. In addition, Owner agrees to carry on a primary and non-contributory basis (except for the willful misconduct, negligence, omission or gross negligence of Agent) bodily injury, property damage and bodily injury public liability insurance.

(b) Upon Owner's request with Owner's written approval of the final policy(ies) and at Owner's expense, Agent shall bid and modify commercial general liability insurance against claims for personal injury and bodily injury including death or property damage occurring upon, in or about the Property. Such insurance shall (i) afford protection to the limit of not less than five million dollars (\$5,000,000) each occurrence and in the aggregate, or such other amount as designated by Owner, combined single limit for bodily injury and property damage; and (ii) designate Agent, Owner and each of the entities comprising Owner as an additional named insureds, as well as lenders and tenants who, by virtue of their lease, shall also be named as additional insureds. Upon Owner's request, Agent shall maintain at Owner's expense such other insurance in such amounts as may from time to time be determined by Owner against other insurable hazards, or as may be required by any person or entity holding a bona fide mortgage upon the Property.

(c) Agent shall procure, or cause to be procured, and keep in effect during the term of this Agreement at Agent's sole expense (but subject to reimbursement from Owner), workers' compensation and unemployment insurance for on-site, fulltime employees of Agent in accordance with the laws of the state in which the Property is located, and employer's liability insurance applicable to and covering all employees of Agent at the Property with limits of liability of not less than \$1,000,000, or such other reasonable amount as designated by Owner. Agent

represents and warrants that all employees who are on the Property, whether as an on-site employee or a visiting employee, will be insured under workers' compensation and unemployment insurance.

(d) As additional insurance relating to the Property, Agent, at Agent's sole expense, shall procure, or cause to be procured, and keep in effect a (i) comprehensive crime insurance policy, including fidelity bonding, and (ii) standard comprehensive automobile liability insurance policy covering owned, non-owned and hired automobiles, trucks and trailers used by the Agent, with limits of liability of at least \$1,000,000, combined single limit, or such other reasonable amount as designated by Owner. Owner shall reimburse Agent for the costs and expenses associated with the insurance required by this Agreement.

(e) All policies of insurance obtained and/or maintained in accordance with the terms of this Agreement shall provide that the proceeds shall be payable to Owner, except that any recovery may also be payable to the holder of any mortgage now or hereafter becoming a lien on the Property or any part thereof, as such mortgage holder may require, pursuant to a standard mortgage clause. The parties agree that they will, each at its own expense, obtain waivers of all rights of subrogation contained in any all risk insurance policies held by either or both of them in connection with the Property.

(f) Agent agrees to notify Owner as soon as possible after it receives notice of any loss, damage or injury, and shall use commercially reasonable efforts to contact the insurance carrier, take pictures, obtain names and contact information of witness to any loss, damage or injury and such other prudent and reasonable actions to protect Owner's interests, and shall take no action (such as admission of liability) that might operate to bar Owner from obtaining any protection afforded by any policy, or that might prejudice Owner and its defense to a claim based on such loss, damage or injury. Agent agrees that Owner shall have the exclusive right, at its option, to conduct the defense to any claim, demand or suit within the limits prescribed by the policy or policies of insurance.

(g) All policies of insurance shall be written by companies reasonably satisfactory to Owner and authorized to do business in the state where the Property are located. The limits required above (b) and (c) can be satisfied with a combination of primary and excess liability policies. Owner and Agent agree that all times during the continuance of this Agreement, Agent and Owner will be named as "Additional Insured" on Owner's and Agent's liability policies with respect to the Property.

4.2 Cooperation with Insurers. Owner and Agent shall each cooperate with and provide reasonable access to the Property to representatives of insurance companies and insurance brokers or agents with respect to insurance which is in effect or for which application has been made by the other party. Owner and Agent shall each use their commercially reasonable efforts to comply with all requirements of insurers. Agent shall cooperate with Owner with respect to any claim which may arise under any insurance policy.

4.3 Accidents and Claims. As set forth in Section 4.1(f) above, Agent shall promptly investigate and shall report in detail to Owner all accidents, claims for damage relating to the ownership, operation or maintenance of the Property, and any damage or destruction to the Property and the estimated costs of repair, and shall prepare for approval by Owner all reports required by any insurance company in connection with any such accident, claim, damage or destruction. These reports shall be given to Owner promptly within ten (10) days after the occurrence of any such accident, claim, damage or destruction. Agent is authorized to settle any property damage claim against an insurance company not

exceeding \$10,000. If a claim against an insurance company exceeds \$10,000, Agent shall take no action specified in the immediately preceding sentence with respect thereto without the written approval of Owner.

4.4 Indemnification. (a) Owner shall defend, indemnify and hold harmless Agent from and against any and all losses, claims, damages, costs; expenses, and liabilities, including reasonable attorneys' fees, incurred by Agent and asserted by any third party resulting from, relating to, or arising out of Agent acting or having acted as Agent hereunder, without any negligence, omission, gross negligence, willful misconduct, or material breach of this Agreement.

(b) Agent shall defend, indemnify and hold harmless Owner from and against any and all losses, claims, damages, costs, expenses and liabilities, including reasonable attorneys' fees, incurred by Owner resulting from, relating to, or arising out of, or occurring in connection with any act or omission adjudged to be a material breach by Agent or its officers, directors, agents, or employees, of the terms of this Agreement or the Agent's negligence, gross negligence, omission or willful misconduct.

#### 5. Agent's Compensation.

5.1 Fee Schedule. As compensation for the services performed by Agent pursuant to this Agreement, Owner agrees to pay to Agent those fees and costs as set forth in Exhibit B.

5.2 Gross Receipts. As used in this Section or in Exhibit B, "gross receipts" shall mean the gross amount of all cash payments actually collected by Agent for or with respect to the use or occupancy of space in the Property, whether as rent, additional rent, fees, charges or otherwise, but excluding (i) any payments received as security deposits until such funds are actually applied in lieu of unpaid rent; (ii) any funds in nature of real estate taxes paid directly by tenants to appropriate governmental authorities; (iii) any sums paid by tenants of the property representing (a) proceeds from fire or other casualty losses, (b) amounts separately enumerated in the leases for space in the Property or in tenant work letters paid to reimburse Owner for the cost of capital improvements, remodeling, and tenant changes, including any overhead or interest factor payable by tenants in connection with such reimbursement; (iv) any condemnation or insurance proceeds (in the event of something less than total destruction; provided, however that insurance proceeds allocated by the insurance carrier to cover loss of rents will be considered gross receipts and subject to management fee); (v) any proceeds arising out of awards, settlement, or any other disposition of any lawsuit or legal proceedings, except to the extent the net amount of such proceeds remaining after accounting for all costs and expense, including attorneys' fees, in obtaining such proceeds represents gross receipts for any Minimum Rent or Additional Rent owed to the Property and specifically identified in the settlement documents, award or notice of ruling, which Agent would otherwise be entitled to a management fee as set forth in Exhibit B; (vi) proceeds of any sales or financing of the Property or any portion of the Property; (vii) any free rent credits; (viii) any funds collected and maintained in the Media Fund; (ix) any capital contributions made by any of the entities comprising the Owner; (x) any proceeds from debt or capital financing transactions with respect to the Property; (xi) any sums collected or paid by Agent for Owner for any sales, use, excise or lease tax which is levied or imposed by a governmental authority on account of the rental or space in the Property; (xii) any payments received from tenants for lease terminations or lease buy-out fees; (xiii) any parking revenue or (xiv) Minimum Rent or Additional Rent which was past due prior to the Effective Date of this Agreement from any tenant. Rental payments made more than thirty (30) days in advance of the due date for such payments shall not be included in gross receipts until the month in which such payment is due.

5.3 Hard Costs. As used in Exhibit B, "Hard Costs" for the Development Fee shall mean the direct costs for labor, material, equipment, services, and other direct costs including the tenant

improvement allowances used by a tenant for the improvement of their premises. "Hard Costs" for any second generation space shall mean the direct costs for labor, material, equipment, services, and other direct costs specifically excluding the tenant improvement allowances.

6. Reports and Statements.

6.1 Agent, utilizing Agent's accounting software, shall furnish to Owner each month during the term of this Agreement, monthly operating reports, and after the end of each calendar year, annual operating reports, satisfying the delivery timing, satisfying the requirements and containing the information as set forth in Exhibit A.

6.2 Owner shall have the right to receive any reports furnished hereunder upon request and to perform any and all additional audits (utilizing either Owner's employees or outside auditors) relating to Agent's activities, either at the Property, or at any office of Agent, provided such audits are related to those activities performed by Agent for Owner. Should Owner discover either weaknesses in Agent's internal controls or errors in record keeping, Agent shall correct such discrepancies and make any necessary equitable adjustments, either upon discovery or within a reasonable period of time thereafter. The costs of any review or audit by Owner of the books and records maintained with respect to the Property shall be borne by Owner, unless an error in record keeping is discovered which has the effect of reducing Owner's gross receipts (as defined in Section 5) from the Property by an amount equal to or greater than ten percent (10%) of gross receipts for the applicable period, in which case Agent shall bear the cost of any such review or audit (which cost shall be paid and reimbursed by Agent to Owner upon demand).

7. Term.

7.1 Termination. The term of this Agreement shall commence as of the date first set forth above and shall continue for a period of three (3) years unless terminated in accordance with Section 7.2 or Section 7.3.

7.2 Termination Upon Default. The following shall constitute events of default for Agent under this Agreement (each, an "Event of Default" and collectively, the "Events of Default"):

(a) the filing of a bankruptcy or insolvency or a petition for reorganization under any bankruptcy law by any party;

(b) Agent's gross negligence, fraud, willful act, omission, felony, or willful misapplication or misappropriation of funds of any party or any officer, director, executive or principal of Agent, as the case may be, in the performance or observance of its obligations, duties or services, as applicable, provided for under the terms of this Agreement; and

(c) the failure of Agent to perform, keep or fulfill any of the other covenants, undertakings, obligations or conditions set forth in this Agreement, and the continuance of any such failure for a period of ten (10) days as to the payment of money and thirty (30) days as to non-monetary defaults after in each event Agent has received written notice of said failure; provided, however, that with respect to an Event of Default set forth in Sections 7.2(a) and 7.2(b), no notice and cure period will be required to be given and the occurrence of such Event of Default will constitute an automatic Event of Default without the need to provide written notice to Agent. However, if such failure (i) is not a default in the payment of a monetary sum provided to be paid under this Agreement and (ii) cannot be reasonably cured within such thirty (30) day period but is susceptible of cure with reasonable diligence, and Agent commences such cure within thirty (30)

days following receipt of written notice of said failure, then for such additional period of time as such cure shall continue to be pursued with reasonable diligence by Agent, but in no event shall such period exceed a period of ninety (90) business days from the date of such Notice.

7.3 Termination by Owner Without Cause. This Agreement may be terminated by Owner upon written notice to Agent, effective on the date specified in such notice, not less than thirty (30) days after the date of such notice, at any time for any or no reason. Upon any termination pursuant to this Section 7.3, Agent shall be entitled to receive any fees earned to the effective date of termination as set forth herein, and, other than a for cause termination, a termination fee (the "Termination Fee") based on the effective date of termination, but no other compensation, consideration, payment or damages. The Termination Fee shall be an amount equal to the product of (a) the average monthly Management Fee and Asset Management Fee paid to Agent hereunder during the three (3) calendar months prior to termination, (b) multiplied by the lesser of (i) six (6) or (ii) the number of calendar months remaining in the thirty-six (36) month term of this Agreement.

7.4 Effect of Termination. Upon any termination of this Agreement by either party, Agent shall forthwith surrender and deliver to Owner any space in the Property occupied by Agent, all monies due Owner then in the Operating Account or other accounts, and any and all monies due Owner which are received by Agent prior to and after termination. Further, upon the effective date of such expiration of the term or earlier termination of this Agreement, Agent shall immediately deliver to Owner (or to Owner's designee) the originals or copies (including electronic copies of such items and the data files of the accounting software) of all books, permits, plans, records, leases, licenses, contracts, correspondence and other documents pertaining to the Property and its operation (including tenant lease files), as well as all equipment, supplies, keys, locks, safety-combinations, and advertising and promotional materials developed, maintained, kept or possessed by Agent with respect to the Property and any lists or information prepared by Agent with respect to prospective tenants of the Property. Agent hereby assigns to Owner, effective upon the date of expiration or any termination of this Agreement, any and all rights and interests Agent may have in and to and under any contracts, licenses and permits in existence at the date of such expiration or termination that relate to the operation and management of the Property and that have been made or entered into by Agent in compliance with the terms and conditions of this Agreement or have otherwise been authorized and approved by Owner in writing in advance; provided, however, that Owner may elect in Owner's sole discretion, to not accept any assignment with respect to any particular contract, license and/or permit then still in existence. Agent agrees to cooperate and take actions which may be reasonably necessary in order to conclude the business between the parties under this Agreement in a prompt and orderly fashion and in order to cause an orderly transition of the management of the Property without detriment to the rights of Owner or to the continued management and operations of the Property. All provisions of this Section, as well as all provisions of this Agreement that require Owner or Agent to have insured or to defend, reimburse or indemnify the other party hereto, shall survive the expiration or termination of this Agreement. Agent shall provide Owner with a final accounting of all records (including electronic copies thereof and the data files of the accounting software) relating to this Agreement no later than sixty (60) days after termination.

## 8. Miscellaneous

8.1 Notices. All notices to be given under this Agreement shall be sufficient if in writing and if hand delivered, sent by national courier delivery service for overnight delivery, sent by certified mail, return receipt requested, or by facsimile, or by e-mail or by all or any combination of the above to the address of the party as set forth below:

To Owner:

Plaza at Jordan Landing, LLC



5850 Avenida Encinas, Suite A  
Carlsbad, CA 92008  
Attention: William M. Grosse  
Fax No.: (760) 438-7615  
E-mail: [bill.grosse@fsqp.com](mailto:bill.grosse@fsqp.com)

with a copy to:

Foursquare Properties, Inc.  
5850 Avenida Encinas, Suite A  
Carlsbad, CA 92008  
Attention: Russell W. Grosse  
Fax No.: (760) 438-7615  
Email: [rusty.grosse@fsqp.com](mailto:rusty.grosse@fsqp.com)

To BIG:

BIG Shopping Centers USA, Inc.  
Attn: Stanley McElroy, President  
9378 Wilshire Blvd, Suite 300  
Beverly Hills, CA 90212  
Phone: (310) 746-2210  
Cell: (310) 951-2576  
Fax No.: (310) 746-2240  
E-mail: [stan@bigcentersusa.com](mailto:stan@bigcentersusa.com)

with a copy to:

Holland & Knight LLP  
800 17th Street N.W., Suite 1100  
Washington, DC 20006  
Attention: Janis B. Schiff  
Fax No.: (202) 955-5564  
Email: [janis.schiff@hklaw.com](mailto:janis.schiff@hklaw.com)

To Agent:

RED Property Management, LLC  
One East Washington, Ste. 300  
Phoenix, Arizona 85004  
Attention: President  
Fax No.: (480) 947-7997  
Email: [smaun@reddevelopment.com](mailto:smaun@reddevelopment.com)

With a copy to:

RED Development, LLC  
One East Washington, Ste. 300  
Phoenix, Arizona 85004  
Attention: General Counsel  
Fax No.: (480) 947-7997

Any such notice shall be considered given and received on the earliest date of: such hand or courier delivery; the next business day after deposit with overnight courier for next business day delivery (if actually received); or upon transmission on a business day by facsimile (provided that confirmation of transmission is received by the sender) or e-mail, or three (3) business days following deposit in the United States mail in certified form, return receipt requested. Any notice from counsel for either party shall be deemed an official notice from such party. Any party hereto may at any time, by giving five (5) days' written notice to the other party hereto, designate any other address in substitution of any of the foregoing addresses to which such notice shall be given and other parties to whom copies of all notices hereunder shall be sent.

8.2 Assignment. Other than a Permitted Transfer (as defined below), Agent shall have no right, power or authority to assign all or any portion of this Agreement or any monies due or to become due hereunder, or to delegate any duties or obligations arising hereunder, either voluntarily or involuntarily or by operation of law, without the prior written consent of Owner. Notwithstanding anything contained in this Agreement to the contrary and so long as such Permitted Transfer does not create a default under the Property's loan documents, Agent, without Owner's prior consent but only after not less than 20 days prior written notice to Owner, may assign this Agreement (a "Permitted Transfer") to a legal entity (a "Permitted Transferee") which is either: (a) an affiliate of Agent; or (b) the successor, by merger, corporate reorganization or otherwise, to all or substantially all of Agent's assets and liabilities. Notwithstanding any assignment, however, Agent shall not be released from liability under this Agreement that arises prior to the effective date of the assignment. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Owner and Agent and their respective legal representatives, successors and assigns.

8.3 Severability. Each provision of this Agreement is intended to be severable. If any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, that provision shall be severed from this Agreement and shall not affect the validity of the remainder of this Agreement.

8.4 Waiver. No consent or waiver, express or implied, by either Owner or Agent to or of any breach or default by the other party in the performance by the other of its obligations hereunder shall be valid unless in writing, and no such consent or waiver shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by the other party of the same or any other obligations of that party under this Agreement. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by the non-defaulting party of its rights hereunder. The granting of any consent or approval in any one instance by or on behalf of Owner shall not be construed to waive or limit the need for such consent or approval in any other or subsequent instance.

8.5 Entire Agreement. This Agreement constitutes the entire agreement between Owner and Agent with respect to the subject matter hereof. To be effective, any modification or amendment of this Agreement must be in writing and signed by the party to be charged.

8.6 Headings. The headings of the articles and sections of this Agreement are inserted for convenience of reference only and shall not in any manner affect the construction or meaning of any provision of, or govern the rights or liabilities of Owner and Agent under this Agreement.

8.7 Governing Jurisdiction. This Agreement is made pursuant to, and shall be governed by and construed in accordance with the laws applicable to contracts made to be performed in the State of Utah. Any proceeding relating to this Agreement shall be filed and prosecuted in Salt Lake County, Utah, and all parties hereto hereby consent to such venue and the personal jurisdiction of all courts sitting within such location.

8.8 Legal Proceedings. If any claims, demands, suits or other legal proceedings are made or instituted against Owner or Agent by third parties arising out of any of the matters to which this Agreement relates, the other party agrees to give Owner or Agent, as the case may be, all reasonable information and assistance in the defense or other disposition of any of such proceedings. Except as expressly provided herein, this Agreement shall not be deemed to confer any rights upon any individual or entity which is not a party hereto, and the parties hereto expressly disclaim any such third-party benefit.

8.9 Nonexclusive. Owner acknowledges that Agent is currently or may become property agent for other properties in the locality of the Property and Owner agrees that Agent shall have the right to continue to manage such retail properties as Agent currently manages, as well as other properties in the locality of the Property that Agent may be engaged to manage, so long as the same shall (i) be no less than five (5) miles from the Property, unless owned by either member of Owner or an affiliate of either Owner and (ii) not interfere with Agent's faithful performance of this Agreement.

8.10 Professional Services. Owner acknowledges that Agent is not acting as an attorney, tax advisor, lender, surveyor, building inspector, termite inspector, structural engineer or architect. Owner should seek professional advice as needed.

8.11 Confidentiality. For purposes of this Agreement, "Confidential Information" shall be defined as all information, documentation, software or data, disclosed or made available in any medium or by any means, including but not limited to tenant sales, tenant lease terms, marketing strategies, financial statements and projections, and marketing plans relating to the Property which is not in the public domain, and which has not come into the public domain through a breach of this Agreement or an act or omission of Agent. Except as may be otherwise expressly permitted by the terms of this Agreement, Agent shall limit access to Confidential Information to its employees, agents and advisers who have a need-to-know in connection with Agent's obligations under this Agreement, and only for use in connection therewith, and Agent shall not disclose or permit the disclosure of any Confidential Information acquired by Agent in carrying out its duties under this Agreement to anyone other than Owner or to persons designated by Owner in writing, except as may be required to carry out the duties of Agent under this Agreement. Agent shall immediately notify Owner of any court order or subpoena requiring disclosure of Confidential Information and shall cooperate with Owner's counsel in the appeal or challenge of any such order or subpoena, and Agent shall not disclose any Confidential Information pursuant to such court order or subpoena until Owner has exhausted any lawful and timely appeal or challenge that Owner elects to file or make with respect to same. Agent shall take reasonable measures to avoid any unintentional or inadvertent disclosure of any Confidential Information to any unauthorized person by Agent's employees, agents, representatives, officers, directors or attorneys. The provisions of this Section shall survive the expiration or termination of this Agreement for a period of two (2) years. Notwithstanding the foregoing, the parties shall be entitled to disclose any and all non-public information to the extent that any such disclosure is required by law, including without limitation, pursuant to the rules and regulations of any governmental entity having the legal right to request any such disclosure by a party.

8.12 Attorneys' Fees. In the event any party to this Agreement shall initiate legal actions or proceedings to enforce its rights under the terms of this Agreement then the prevailing party in such legal actions or proceedings shall be entitled to an award of reasonable attorneys' fees and other costs and expenses incurred by such prevailing party in such legal actions or proceedings.

8.13 Authority. Each person signing this Agreement on behalf of Owner or Agent hereby warrants and represents to the other party hereto that he or she has the lawful and proper responsibility and authority to execute this Agreement as provided herein. In addition, each of Owner and Agent hereby further represents and warrants to the other party that (i) it is a duly authorized and existing corporation, limited liability company or limited partnership, as the case may be, under the laws of the applicable state of its formation, (ii) it is in good standing under the laws of such applicable state, (iii) it has full right and authority to execute this Agreement, and (v) this Agreement constitutes its valid and binding obligation, enforceable in accordance with its terms.

8.14 Recitals. The Recitals set forth above are acknowledged to be true by the parties hereto, and are incorporated into the body of this Agreement as if fully set forth herein.

8.15 Counterparts; Facsimile Copies. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one agreement that is binding upon all of the parties hereto, notwithstanding that all parties are not signatories to the same counterpart. This Agreement may be delivered by facsimile transmission. This Agreement shall be considered to have been executed by a person if there exists a photocopy, facsimile copy, or a photocopy of a facsimile copy of an original hereof or of a counterpart hereof which has been signed by such person. Any photocopy, facsimile copy, or photocopy of facsimile copy of this Agreement or a counterpart hereof shall be admissible into evidence in any proceeding as though the same were an original.

8.16 Construction. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and article, section, schedule and exhibit references are to this Agreement unless otherwise specified. The schedules and exhibits hereto are incorporated herein by this reference. Words of the masculine gender shall be deemed to include the feminine or neuter genders, and vice versa, where applicable. Words of the singular number shall be deemed to include the plural number, and vice versa, where applicable. Email shall suffice as a means of delivering a written consent required under this Agreement. Agent agrees that it shall provide all required notices, reports, deliverables, and other documents relating to this Agreement simultaneously to both BIG Shopping Centers USA, Inc. and JL Project, LLC as members of Owner.

8.17 Waiver of Lien Claims. Agent hereby waives and releases any and all liens, claims of lien or rights to liens of Agent pursuant to any applicable statutes with respect to services which may have been or hereafter may be furnished in or on the Property by Agent.

8.18 Reports of Other Activities. In connection with its other activities, Agent agrees to provide Owner with thirty (30) days' written notice prior to Agent or its affiliates undertaking any retail assignment within a ten (10) mile radius of the Property for their own account or for an unrelated investor.

8.19 Exculpation. Without limitation of any other provision of this Agreement, this Agreement is being executed by and on behalf of Owner. Neither Owner nor any present or future officer, director, employee, trustee, member, manager or agent of Owner shall have any personal liability, directly or indirectly, and recourse shall not be had against Owner or any such officer, director, employee, trustee, member, manager or agent, under or in connection with this Agreement or any other document or instrument heretofore or hereafter executed in connection with same. Agent hereby waives and releases any and all such personal liability and recourse. Agent and its successors and assigns and all other persons claiming by, through or under Agent shall look solely to Owner's interest in the Property with respect to any claim against Owner arising under or in connection with this Agreement or any other document or instrument heretofore or hereafter executed in connection with this Agreement, Agent's recourse being strictly limited to the Property and not to any other property and not to the members of Owner or any officers, directors, managers, members or partners of Owner. The limitations of liability provided in this Section are in addition to, and not in limitation of, any limitations on liability otherwise set forth herein or applicable to Owner by law, in equity or in any other contract, agreement or instrument.

[The remainder of this page is intentionally left blank.]


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized representatives as of the Effective Date.

**"OWNER"**

**PLAZA AT JORDAN LANDING, LLC,**  
a Delaware limited liability company

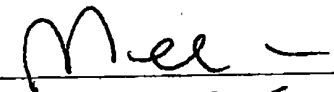
By: JL Project, LLC,  
a Utah limited liability company  
Manager of Plaza at Jordan Landing, LLC

By: FOURSQUARE PROPERTIES, INC  
a California corporation Manager of JL  
Project, LLC

By:   
William M. Grosse 1-7-17  
Vice President

**"AGENT"**

RED Property Management, LLC  
a Delaware limited liability company

By:   
MICHAEL L. EBERT  
Title: Manager and Designated Broker

**SIGNATURE PAGE TO  
MANAGEMENT AGREEMENT  
JORDAN LANDING**

## **EXHIBIT A**

### Reporting Requirements

Within fifteen (15) days after the end of each calendar month or calendar quarter during the term of the Agreement, Agent shall submit to Owner a report containing (among others) the following:

#### Monthly Reports (for months ended January to December):

- 1) A balance sheet which lists by financial statement account the current month balance and prior year ending balance.
- 2) A summarized income statement, which lists by financial statement account the current month activity, current month budget, current month variance by dollar, year-to-date actual activity, year-to-date budget activity and year-to-date variance by dollar.
- 3) A trial balance which lists by general ledger account the current month balance (for balance sheet accounts) and year-to-date activity (for income statement accounts).

Within twenty (20) days after the end of each calendar month or calendar quarter during the term of the Agreement, Agent shall submit to Owner a report containing (among others) the following:

#### Monthly Reports (for months ended January to December)

- 4) A current rent roll.
- 5) A summary schedule of aged accounts receivable which shows the total due in 30 day aged increments and provides detail about the impact to accounts receivable of tenants that are in bankruptcy, litigation, or that have been written off.
- 6) Upon Owner's request, detailed schedules to support the balance sheet accounts (i.e., copies of the bank statement and bank reconciliation for cash accounts, a schedule which lists prepaid expenses, a calculation of the balance remaining of prepaid insurance, a summary of accounts payable and accrued expenses, etc.).
- 7) A variance analysis that describes current month and year-to-date variances of actual results by financial statement account as compared to budget which exceeds 5% and more than \$10,000.
- 8) A comparative statement of cash flows which shows the current month and year-to-date cash flows.
- 9) A schedule of forecasted cash flows to end of calendar year with year-to-date actual amounts for each month that has occurred and forecasted amounts for each month remaining in the calendar year.
- 10) A calculation of Owner distributions to be paid in the next period, if applicable.
- 11) Leasing Status Report.
- 12) Sales Reports

Quarterly Reports (for quarters ended March, June, September and December):

- 14) A capital improvement walk-forward which lists by asset general ledger account from the beginning of year to the current calendar quarter the capital additions, deletions, and depreciation expense, along with a year-to-date summary of capital additions.
- 15) A calculation of the current period management fee.
- 16) A summarized income statement, which lists by financial statement account the current Quarter's activity vs. prior Quarter's activity (ex. Q1 '18 vs. Q4 '17) and explain any significant variances. Also the current Quarter's activity vs. prior year same Quarter's activity (ex. Q4 '18 vs. Q4 '17) and explain any significant variances. For purposes hereof, "significant variance" means variances of actual results by financial statement account as compared to budget which exceed 5%, but are not less than \$10,000.
- 17) Property inspection reports (as contemplated in Section 2.9).

Within the number of days specified for each item below, Agent shall submit to Owner the following:

Annual Reports:

- 18) Within ninety (90) days after the end of the calendar year, the Reconciliation Report in accordance with Section 2.2(c), along with real estate tax and insurance bills to support the recoveries of the real estate tax and insurance expenses.

## EXHIBIT B

### Agent's Compensation Schedule

1) Management Fee. As compensation for the management services performed by Agent pursuant to this Agreement, Owner agrees to pay to Agent a management fee (the "Management Fee") of three percent (3.0%) of the gross receipts, as defined in Section 5.2. The Management Fee shall be paid to Agent in arrears no later than on the last day of each month. The monthly income and net cash flow statements required under Article 6 shall reflect the amount of the gross receipts, and the Management Fee paid to Agent with respect to the period covered by the statement.

2) Reimbursement for Employees Expense. Owner further agrees to reimburse Agent for the commercially reasonable and appropriate cost, as reasonably determined by Owner, of all salaries, reasonable bonuses, general compensation and fringe benefits, travel expenses (for calendar year 2017, Agent must secure Owner's pre-approval), payroll taxes and workers' compensation paid to or in respect to: a) any employees of Agent assigned to work at the Property; or b) personnel allocated to such Property on a part-time basis provided that the employees and personnel listed in a) and b) are included in the Approved Budget. Such employees and personnel, including without limitation, regional manager, the general manager and/or assistant general manager, regional marketing director, marketing director, marketing coordinator, administrative assistant, secretary, facilities or maintenance engineer, and other maintenance personnel, if any, engaged on a full-time or part-time basis in the operation and maintenance of the Property.

3) Technology Fees. In consideration of the costs associated with connecting the information technology equipment of the Property to Agent's information technology network, data storage and management requirements, license fees for software necessary to perform the services contemplated by Agreement, and Agent's information technology resources and support used in the management and operation of the Property, Owner further agrees to pay to Agent an information technology charge (the "IT Charge") of \$285.00 per month per full time employee located at the management office serving the Property (not to exceed \$3,334 in the aggregate per year) plus the actual cost of any out-of-pocket charge associated with the use of accounting software and the Property's network monitoring fees. The monthly IT Charge is subject to an annual increase not to exceed five percent (5%) per annum.

4) Asset Management Fee. In consideration of the services provided pursuant to this Agreement, Owner agrees to pay to Agent an annual asset management fee (the "Asset Management Fee") in the amount of Eighty Thousand Dollars (\$80,000). The Asset Management Fee shall be paid by Owner to Agent in arrears, within ninety (90) days after the end of each applicable calendar year. The Asset Management Fee shall be equitably prorated for any partial calendar year during the term of this Agreement. 5) Legal Services. Owner hereby approves the use of Agent's general counsel at rates set forth below (and subject to additional fees and/or increases as approved by Owner) to provide legal services associated with the Property:

#### **Leasing Legal**

Standard Lease (long form and short form leases, and outlot sale agreement, and excluding license agreements) \$4,200



Major Document (including lease amendments, assignments, or other documents of a similar nature)	\$1,500
Significant Document (including rent reduction documents, simple extensions of sales kick outs, lease renewals, tenant consents and other similar documents)	\$750
Document (including letter agreements, legal letter responses to tenants, SNDAs, estoppels, license agreements or other temporary agreements and other similar documents).	\$500
<b>Drafting Supervision of 3rd Party Legal and shall not be paid to the extent that the Lease Legal fees are being paid to Agent.</b>	
Major (Examples include long-term leases both long and short form)	\$750
Standard (Examples include amendments and assignments)	\$350
Contract (Examples include simple amendments, easements, outside contract review and negotiation and termination agreements)	\$250

6) Construction Management - Interior Design Planning and Major Capital Expenditures. Should Owner desire Agent to provide services including construction management, design review, tenant improvement coordination, interior design planning and major capital improvements consulting and/or design for projects excluding second generation space, Owner shall pay Agent a construction management charge (the "Construction Management Charge") of one and one-half percent (1.5%) of the total budget, identified within the Approved Budget, excluding soft costs such as: architecture and engineering fees, permit fees, government fees and entitlement fees, consultants, legal fees, leasing fees, etc., for the applicable construction, design, or improvement project as approved by Owner. The Construction Management Charge shall be paid by Owner in three (3) equal installments; one-third payable upon completion of one-third of the project, one third payable upon completion of two-thirds of the project, and one-third upon completion of the project and receipt of all applicable final, unconditional lien releases and any and all notices of occupancy or certificates of occupancy with the project available to be occupied.

7) Development Fee. As compensation for the development services performed by Agent pursuant to this Agreement for ground up development projects, Owner agrees to pay to Agent a development fee (the "Development Fee") of three percent (3.0%) of the Hard Costs, as defined in Section 5.3. The Development Fee shall be paid to Agent no later than on the last day of each month. The monthly income and net cash flow statements required under Article 6 shall reflect the amount of the Hard Costs, and the Development Fee paid to Agent with respect to the period covered by the statement.

8) Tenant Improvements Services: With regard to landlord's tenant improvement work in any tenant leases, Agent will provide the final lease outline drawings (LOD) for each tenant's lease and will deliver tenant's space in accordance with the schedule and specifications described in the tenant's

lease. Agent will assist with leasing activities by estimating costs and responding to tenant requests. Agent will supervise and coordinate all construction activity with tenant's contractor and monitor the process for compliance with the lease and the applicable time schedule. As compensation for the tenant coordination services performed by Agent pursuant to this Agreement for second generation space, Owner agrees to pay to Agent a tenant coordination fee (the "Tenant Coordination Fee"):

**Tenant Coordination**

New Tenant (No landlord ("LL") Work)	\$2,500
Existing Tenant (No LL Work) for a Remodel required by an amendment to Lease, relocation but not payable for a renewal only extension and not payable for repair or replacement work required of Landlord under the Lease.	\$1,500
Tenant (with LL Work)	The greater of 1.5% of Hard Costs or \$2,500

The Tenant Coordination Fee shall be paid to Agent no later than on the last day of each month. The monthly income and net cash flow statements required under Article 6 shall reflect the amount of the Hard Costs, and the amount of the Tenant Coordination Fee paid to Agent with respect to the period covered by the statement.

9) Transaction Fee. As compensation for, if so directed by Owner at that time, actively managing real property acquisitions, dispositions and financing services performed by Agent pursuant to this Agreement (specifically excluding any such services performed prior to the Effective Date of this Agreement), Owner agrees to pay to Agent a transaction fee (the "Transaction Fee") in the amount of the applicable category below:

**Transaction Fees**

Disposition Fees (No Outside Broker)(1)(2)

\$0-\$30MM	1.00% of sale price
≥\$30MM	\$300,000.00 +50bps on sale price in excess of \$30MM

**Financing Fees (per loan)**

<\$25MM	\$25,000
≥\$25MM	\$50,000

(1) In the event of an outside broker, Agent's fee will be the difference between the gross fee outlined herein

and the fee paid to the outside broker, but in event not less than a minimum of \$100,000.

- (2) Disposition Fees apply only upon a sale of the entire Property.

The Transaction Fee shall be paid to Agent promptly upon closing of the applicable transaction. The monthly income and net cash flow statements required under Article 6 shall reflect the amount of the Transaction Fee paid to Agent with respect to the period covered by the statement.

## EXHIBIT C

### Transitional Services and Fees

1) Important Document Transition. Upon expiration of the term or earlier termination of this Agreement, in addition to Agent's obligations under Section 7.4 of this Agreement, Agent shall gather, assemble, and provide to Owner originals (or if not available, copies) (electronic or hard copy as applicable) of the following:

- a. Service vendor contracts for vendors providing services at the Property;
- b. Contracts relating to copiers, computer equipment, phone equipment, and other equipment used in the management office and which are the property of Owner but used by Agent during the Term of this Agreement;
- c. Software licenses which are the property of Owner but used by Agent during the term of this Agreement;
- d. Website hosting contracts or related services agreements for the website relating to the Property;
- e. Warranties or equipment service contracts for equipment owned by Owner but used by Agent during the term of this Agreement; and
- f. Copies of all tenant and other Property files.

2) Technology Transition. Upon expiration of the term or earlier termination of this Agreement, in addition to Agent's obligations under Section 7.4 of this Agreement, Agent will assist Owner in the transition of certain technology, data, and equipment to a replacement property manager or other party as directed by Owner, such services may include the following:

- a. Consult with Owner or Owner's agent to facilitate the use of the computer network equipment, network hubs, switches, routers, bridges, gateways, broadband access points, wireless access points, and related equipment which are the property of Owner but used by Agent during the term of this Agreement by Owner or Owner's agent in the continued operation of the Property including the data files of the accounting software;
- b. Consult with Owner or Owner's agent to facilitate the use of the phone system, servers, handsets, reception console, software, and related equipment which are the property of Owner but used by Agent during the term of this Agreement by Owner or Owner's agent in the continued operation of the Property; and
- c. Transfer to Owner all web site data, domain names, frames, images, or related materials for the website established for the Property which are the property of Owner.

3) Transition Services Fee. Unless the Agreement is terminated by Owner for cause, as compensation for the transition services performed by Agent pursuant to this Agreement, Owner agrees to pay to Agent a fee (the "Transition Fee") of \$10,000.

- 4) **Reimbursement for Transition Expenses.** Unless the Agreement is terminated by Owner for cause, Owner further agrees to reimburse Agent for any and all costs associated with the transition services expressly set forth in the Agreement.