

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
Bryan B. Todd
358 So. Rio Grande, Suite 200
Salt Lake City, Utah 84101

**SUPPLEMENTAL DECLARATION
(TOOELE FEDERAL CREDIT UNION PARCEL)**

THIS SUPPLEMENTAL DECLARATION (this "**Supplemental Declaration**") is made by and between **AMSOURCE Z-VALUE, LLC**, a Utah limited liability company ("**Declarant**") and **TOOELE FEDERAL CREDIT UNION** ("**TFCU**") as of July 20, 2004.

WHEREAS, Declarant is the Declarant under that certain Grant of Easements, Declaration of Restrictions and Common Facilities Maintenance Agreement dated November 12, 1999 and recorded in the Tooele County, Utah Official Records as Entry No. 141401 in Book 0602 beginning at Page 0320, as amended (the "**Declaration**"), regarding the real property legally described on **Exhibit A** (the "**Property**"); and

WHEREAS, TFCU is the owner of the TFCU Property legally described on **Exhibit B** attached hereto (the "**TFCU Property**"); and

WHEREAS, Declarant and TFCU (the "**Parties**") desire to supplement the Declaration as set forth below;

NOW, THEREFORE, the Parties agree as follows:

1. Capitalized terms used but not defined herein shall be defined as set forth in the Declaration.
2. The owner of the TFCU Property shall maintain the same, including all buildings and other improvements thereon, in compliance with all applicable governmental laws, rules, regulations, orders and ordinances, and in a safe, sound condition, clean and free of rubbish, debris, and other hazards to persons using the same, and shall repair and replace the same, so as to maintain the architectural and aesthetic harmony of the Property as a whole. Such operation, maintenance and repair shall be performed and carried out promptly and in a first class and workmanlike manner, quality and condition comparable to that of the remainder of the Property and of first class shopping centers of comparable size and nature to that of the Property, located in the same geographic area as the Property. As long as the owner of the TFCU Property does so, such owner shall not be obligated to contribute to the cost of maintaining the shopping center on the Property, except that that owner of the TFCU Property shall contribute the sum of \$100.00 per month (increased by 5% each annual anniversary of the date hereof) towards the costs of maintaining the access ways of the Property which benefit the TFCU Property. If the owner of the TFCU Property fails to maintain the same as provided herein at any time, however, Declarant

may elect to maintain the TFCU Property and charge the owner thereof as otherwise provided in the Declaration.

3. TFCU hereby grants to Declarant, each other Owner, and each of their tenants, contractors, employees, agents, customers, licensees and invitees, a perpetual easement for vehicular and pedestrian ingress and egress (the "Access Easement") over the portions of the TFCU Property more particularly described on Exhibit C attached hereto (the "Easement Area"). In no event shall any buildings or other improvements which would interfere with the easement rights granted herein be constructed in the Easement Area or Construction Easement Area defined below. TFCU also hereby grants to Declarant: (i) a perpetual easement for the installation, operation, maintenance, repair and replacement of roadways, sidewalks, other surface improvements and underground water, sewer, electric, gas, telecommunications and other utility lines in the Easement Area (which easement rights shall also be included in the Access Easement); and (ii) a temporary construction easement ("Construction Easement") over such portion of the TFCU Property contiguous to the Easement Area (the "Construction Easement Area") as may be reasonably necessary for the construction of improvements in the Easement Area from time to time, provided that Declarant shall repair any damage to the Construction Easement Area caused by Declarant or its agents. Notwithstanding any other provision of the Declaration or any other restrictive covenants affecting the Property (the "Restrictions"), the Easement Area shall not be subject to modification or relocation of any kind without the prior express written consent of Declarant.

4. The provisions hereof shall be supplementary to, and except as specifically set forth herein shall not modify, the Restrictions, and shall run with and bind and benefit the Property and TFCU Property, and shall bind and benefit the Declarant and TFCU, and their successors in interest. TFCU hereby confirms that the TFCU Property is and shall remain subject to the provisions of the Declaration, as specifically amended hereby.

5. In addition to the Restrictions, in no event shall the TCFU Property be used at any time for video sales or rental of any kind, pizza sales, hamburger sales, automotive parts sales, a single price point or "dollar" store, a hair salon, the sale of nutritional products, a grocery store, or any other exclusive use of which TCFU may be notified in the future, as long as the same shall in no way prohibit the use of the TCFU Property for the operation of a credit union office. In the event of any conflict between the Restrictions and the provisions hereof, whichever provision is the most restrictive shall apply.

(signatures on following page)

WITNESS OUR SIGNATURES:

AMSOURCE Z-VALUE, LLC,
a Utah limited liability company,

By: Amsource Realty Advisors, LLC,
a Utah limited liability company,
Manager

By: [Signature]
Its Manager

By: David R. Goshen
Its Manager

By: [Signature]
Paul Thurston, Manager

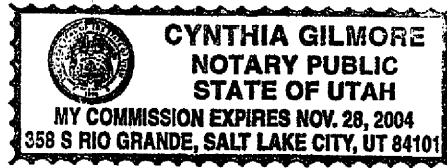
TOOELE FEDERAL CREDIT UNION

By: _____
Its: _____

STATE OF UTAH;
COUNTY OF SALT LAKE:

The foregoing instrument was acknowledged before me this 26th day of July 2004, by Kevin B. Hawkins and David R. Orskill, in the capacities indicated.

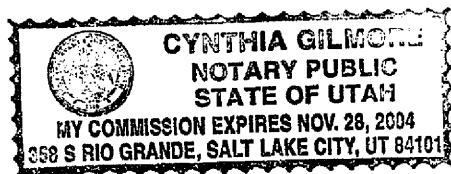
Notary Public: [Signature]



STATE OF UTAH;
COUNTY OF SALT LAKE:

The foregoing instrument was acknowledged before me this 2nd day of July 2004, by Paul Thurston, in the capacity indicated.

Notary Public: [Signature]



WITNESS OUR SIGNATURES:

AMSOURCE Z-VALUE, LLC,
a Utah limited liability company,

By: Amsource Realty Advisors, LLC,
a Utah limited liability company,
Manager

By: _____
Its Manager

By: _____
Its Manager

By: _____
Paul Thurston, Manager

TOOELE FEDERAL CREDIT UNION

By: [Signature]
Its: PRESIDENT

STATE OF UTAH;
COUNTY OF SALT LAKE:

The foregoing instrument was acknowledged before me this ____ day of _____ 2004, by _____ and _____, in the capacities indicated.

Notary Public: _____

STATE OF UTAH;
COUNTY OF SALT LAKE:

The foregoing instrument was acknowledged before me this ____ day of _____ 2004, by Paul Thurston, in the capacity indicated.

Notary Public: _____

STATE OF UTAH;
COUNTY OF SALT LAKE:

On July 28, 2004, personally appeared before me Steve Christensen who duly acknowledged to me that he executed the foregoing instrument in the capacity indicated.

[Signature]
NOTARY PUBLIC



APPROVED AND CONSENTED TO:

ASSOCIATED FOOD STORES, INC.,
a Utah corporation

By: _____
Its: _____

STATE OF UTAH;
COUNTY OF SALT LAKE:

On _____, 2004, personally appeared before me _____ who duly acknowledged to me that he executed the foregoing instrument in the capacity indicated.

NOTARY PUBLIC

STATE OF UTAH;
COUNTY OF SALT LAKE:

On _____, 2004, personally appeared before me _____ who duly
acknowledged to me that he executed the foregoing instrument in the capacity indicated.

NOTARY PUBLIC

APPROVED AND CONSENTED TO:

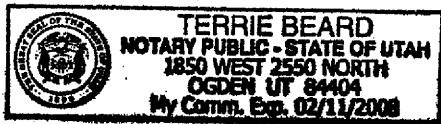
ASSOCIATED FOOD STORES, INC.,
a Utah corporation

By: *J. Neal Beale*
Its: COO

STATE OF UTAH;
COUNTY OF SALT LAKE:

On 7-22, 2004, personally appeared before me Terrie Beard who duly
acknowledged to me that he executed the foregoing instrument in the capacity indicated.

Terrie Beard
NOTARY PUBLIC



**EXHIBIT A
LEGAL DESCRIPTION OF
THE PROPERTY**

Lots 1-10 of Tooele Town Center, a subdivision of Tooele City, according to the plat thereof, recorded in the office of the Tooele County Recorder.

Also

Lot 2 of Tooele Town Center No. 2, a subdivision of Tooele City, according to the plat thereof, recorded in the office of the Tooele County Recorder.

Also

Beginning at a point which is 33 feet South and 678 feet West from the Northeast corner of Section 21, Township 3 South, Range 4 West, Salt Lake Base and Meridian; and running thence South 218 feet; thence West 100 feet; thence North 218 feet; thence East 100 feet to the point of beginning.

Also

Beginning at a point which is 33 feet South and 778 feet West from the Northeast corner of Section 21, Township 3 South, Range 4 West, Salt Lake Base and Meridian; and running thence South 218 feet; thence West 100 feet; thence North 218 feet; thence East 100 feet to the point of beginning.

**EXHIBIT B
LEGAL DESCRIPTION OF
THE TFCU PROPERTY**

Lot 10 of Tooele Town Center, a subdivision of Tooele City, according to the plat thereof, recorded in the office of the Tooele County Recorder.

Also

Beginning at a point which is 33 feet South and 678 feet West from the Northeast corner of Section 21, Township 3 South, Range 4 West, Salt Lake Base and Meridian; and running thence South 218 feet; thence West 100 feet; thence North 218 feet; thence East 100 feet to the point of beginning.

Also

Beginning at a point which is 33 feet South and 778 feet West from the Northeast corner of section 21, Township 3 South, Range 4 West, Salt Lake Base and Meridian; and running thence South 218 feet; thence West 100 feet; thence North 218 feet; thence East 100 feet to the point of beginning.

**EXHIBIT C
LEGAL DESCRIPTION OF
THE EASEMENT AREA**

West Easement Area:

A part of the Northeast Quarter of Section 21, Township 3 South, Range 4 West, Salt Lake Base & Meridian, U.S. Survey in Tooele City, Tooele County, Utah:

Beginning at a point on the South Line of 1000 North Street as it exists at 33.00 foot half-width being 843.00 feet South 89°43'06" West along the Section Line; and 33.00 feet South 0°15'56" East from the Northeast Corner of said Section 21; and running thence South 0°15'56" East 218.00 feet to the North Line of Lot 1, Tooele Town Center, a subdivision in Tooele City, Tooele County, Utah; thence along said lot line the following two courses: South 89°43'06" West 35.00 feet; and North 0°15'56" West 218.00 feet to said South Line of 1000 North Street as it exists at 33.00 foot half-width; thence North 89°43'06" East 35.00 feet along said South Line to the point of beginning. Contains 7,630 sq. ft.

South Easement Area:

A part of Lot 10, Tooele Town Center, a subdivision in Tooele City, Tooele County, Utah and a part of the Northeast Quarter of Section 21, Township 3 South, Range 4 West, Salt Lake Base & Meridian, U.S. Survey:

Beginning at a point 843.00 feet South 89°43'06" West along the Section Line; and 227.00 feet South 0°15'56" East from the Northeast Corner of said Section 21; and running thence North 89°43'06" East 165.00 feet to the West Line of said Lot 10; thence North 0°15'56" West 3.14 feet along said West Line to a point 45.00 feet North 0°15'56" West along said West Line from the Southwest Corner of said Lot 10; thence South 88°36'12" East 87.66 feet along a line parallel to the South Line of said Lot 10 to the Westerly Line of 100 East Street as it exists at 33.00 foot half-width; thence Southeasterly along the arc of an 833.00 foot radius curve to the left a distance of 45.12 feet (Central Angle equals 3°06'11" and Long Chord bears South 2°55'41" East 45.11 feet) along said Westerly Line of 100 East Street to the Southeast corner of said Lot 10; thence North 88°36'12" West 89.76 feet along the South Line of said Lot 10 to the Southwest Corner thereof; thence North 0°15'56" West 17.86 feet along the West Line of said Lot 10 to a common lot corner on the Northerly Line of Lot 1 of said Tooele Town Center; thence South 89°43'06" West 165.00 feet along said Lot Line; thence North 0°15'56" West 24.00 feet to the point of beginning. Contains 7,941 sq. ft.