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RASHELLE HOBBS
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When recorded, mail to:

David L. Lansky, Esq.
Clark Hill PLC
14850 N. Scottsdale Road, Suite 500
Scottsdale, Arizona 85254

SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS

This Supplemental Declaration of Covenants and Restrictions (this "Supplemental Declaration") is made as of the 18th day of February, 2021, by **CF III SH VALLEY FAIR, LLC**, a Delaware limited liability company ("Developer"), and **CFT NV DEVELOPMENTS, LLC**, a Nevada limited liability company ("Panda").

RECITALS

I. Developer is the owner and/or developer of the property located in the City of West Valley, Salt Lake County, Utah, described on Exhibit "A" (the "Developer Parcels").

II. Panda is the owner of the real property located in the City of West Valley, Salt Lake County, Utah, described on Exhibit "B" (the "Panda Parcel").

III. The Developer Parcels and the Panda Parcel are collectively referred to herein as the "Parcels" or as the "Shopping Center".

IV. The Parcels are a portion of a larger development located at the southwest corner of 3500 South Street and Interstate 215, City of West Valley, Salt Lake County, Utah. The Shopping Center is subject to the Declaration. For the purposes of this Supplemental Declaration, the Declaration means together, that certain (A) (i) Construction, Operation and Reciprocal Easement Agreement between VFM-ALC LC, a Utah limited liability company, VFM-CPZ LC, a Utah limited liability company, River Ridge VFM, L.L.C., a Utah limited liability company and Hill Field Holding VFM, L.L.C. and Costco Wholesale Corporation, a Washington corporation ("Costco") recorded on July 17, 2006 as Entry No. 9784299 in Book 9322, beginning at Page 7622 in the Official Records of Salt Lake County, State of Utah; (ii) First Amendment to Construction, Operation and Reciprocal Easement Agreement dated June 12, 2009 and recorded June 30, 2009 in the official records of Salt Lake County, Utah at Book 9741, Pages 6810-6819; (iii) Amendment to Construction, Operation and Reciprocal Easement Agreement dated June 6, 2011 and recorded June 9, 2011 in the official records of Salt Lake County, Utah at Book 9929, Page 9110; (iv) Third Amendment to Construction, Operation and Reciprocal Easement Agreement dated October 31, 2018 and recorded December 14, 2018 in the official records of Salt Lake County, Utah at Book 10741, Page 888 – 907A; (v) Fourth Amendment to Construction, Operation and Reciprocal Easement Agreement dated October 21,

2019 and recorded October 23, 2019 in the official records of Salt Lake County, Utah at Book 10849, Page 5496 - 5509 (the "COREA"); (B) Declaration of Easements and Restrictions dated January 7, 2010 and recorded January 7, 2010 in the official records of Salt Lake County Utah at Book 9795, Page 1537-1628 (the "DER") and (C) all amendments, modifications, extensions and renewals and replacements thereof including (i) that certain Supplemental Declaration of Covenants and Restrictions dated July 1, 2019 and recorded July 1, 2019 in the official records of Salt Lake County, Utah at Book 10798, Page 7284-7349, and (ii) that certain Supplemental Declaration of Covenants and Restrictions dated October 25, 2019 and recorded October 25, 2019 in the official records of Salt Lake County, Utah at Book 10850, Page 7940-7993; all of which shall be binding upon the Shopping Center and the Panda Parcel, bind Panda and run with the land. For the sake of clarity, the COREA is not modified by this Supplemental Declaration and Panda shall comply with all terms and provisions of the COREA during the development, construction and operation of the Panda Parcel.

V. Developer is the owner of the Mall Parcel under the DER, is the successor to the Declarant (as defined in the DER) under the DER and has executed and delivered this Supplemental Declaration in connection with the creation of the Panda Parcel as a New Outparcel pursuant to the DER.

VI. Developer and Panda are sometimes individually referred to as "Party" or as "Owner" and together referred to as "Parties" or "Owners." The Parties desire to establish additional covenants and restrictions upon the Parcels for the purpose of enhancing and protecting the value, desirability and attractiveness of the Parcels and the Shopping Center.

NOW, THEREFORE, for the purposes set forth above, the Parties declare that the Parcels shall hereafter be held, transferred, sold, conveyed, leased, occupied and used subject to the following covenants, conditions and restrictions:

AGREEMENT

A. **Use Restrictions.** The Panda Parcel shall be used initially for the continuous operation of a "Panda Express" restaurant for the sale of Chinese fast food and other items typically sold at a Panda Express restaurant for on and off premises consumption, including the sale of other Asian foods (including, without limitation, sushi) desserts, drinks, non-food merchandise, beverages and to the extent Tenant obtains a liquor license, beer and wine for on-Premises consumption, catering and delivery services and for no other purpose (the "Initial Use") without the express written consent of Developer, which, for a period of five (5) years following the date this Supplemental Declaration is recorded (the "Record Date") may be withheld in Developer's sole and absolute discretion. Thereafter, Owner may change the use of the Owner Parcel without the written consent of Developer, but only upon no less than thirty (30) days prior written notice to Developer, so long as the new use which Owner proposes to conduct at the Owner Parcel, shall not (i) result in a violation of the Declarations; or (ii) violate any exclusive rights identified in Exhibit "C" which are then in full force and effect and by their terms applicable to the Panda Parcel; or (iii) violate any exclusive not identified in Exhibit "C" which are then in full force and effect and by their terms applicable to the Panda's Parcel (Panda acknowledging that Developer may subject the Panda Parcel to such exclusives provided that the exclusive rights granted herein for the benefit of Panda Parcel shall bind the real property of the

beneficiary of such future exclusive); or (iv) duplicate the primary use of another business then operating in the Shopping Center; or (v) be inconsistent with uses frequently found in other retail centers comparable to the Shopping Center; or (vi) be an office, medical, multifamily, lodging, financial institution or auto repair use. In all events, only a single building may be developed on the Owner Parcel and such building shall be a single occupancy use.

B. Architectural Review. Prior to Panda commencing construction of any building or improvements on the Panda Parcel, Panda shall have received Developer's approval of its proposed buildings and improvements. Developer's approval shall be based upon its determination, in its reasonable business judgment, that the building and improvements to be constructed on the Panda Parcel are architecturally and aesthetically harmonious with the balance of the Shopping Center and are designed so as to accommodate pedestrian connectivity between the Owner Parcel and the adjoining apartment parcel as required by the City of West Valley City. At least forty-five (45) days prior to commencement of construction, Panda shall submit to Developer a site plan, grading and drainage plans, landscape plans and four (4) sided elevations of the proposed building and improvements (including building and free standing signage) showing in detail the dimensions, ingress, egress, parking and the landscaping. At all times prior to construction on the Panda Parcel, Panda shall maintain the Panda Parcel in a clean condition, free of dust and debris and the Panda Parcel shall be planted with grass and/or decomposed granite and irrigated and mowed to maintain it in a condition consistent with the first class operation of the Shopping Center. The Panda Parcel shall self-park in accordance with the requirements of the City of West Valley City. Notwithstanding any other provisions in this Supplemental Declaration to the contrary, the building to be built on the Panda Parcel by Panda shall not exceed a floor area of three thousand five hundred (3,500) square feet (exclusive of canopy area), and such building shall not exceed a height of twenty four (24) feet (inclusive of architectural treatments (which architectural treatments shall not exceed thirty percent (30%) of linear building frontage)) and shall be opened for business to the public under the trade name "Panda Express" for one (1) full day on or before two hundred ten (210) days after the Record Date subject to casualty, condemnation, force majeure, renovation, permitting, government regulations and receipt of necessary permits, assignment or transfer of the Panda Parcel, good faith construction efforts and events not within Panda's control.

C. Exclusive Rights. So long as Panda is conducting business operations on the Panda Parcel for the Initial Use, except for temporary closures due to damage, destruction or remodeling of the improvements constructed by Panda on the Panda Parcel, then Developer shall not sell, lease or rent any other premises within the portions of the Shopping Center labeled as the "Restricted Area" on Exhibit "D", to a tenant or occupant who will use such premises for the operation of a restaurant selling Chinese food (food cooked in a wok, food generally recognized as Chinese food and soy-sauce based) and beverages. This exclusivity provision shall not be applicable to the extent that any of the above uses are presently permitted or not restricted under existing permitted use language, without further consent from Developer, under an existing lease or occupancy agreement for another tenant or occupant of the Shopping Center as of the Record Date; provided, however, to the extent Developer has the contractual right to withhold consent to a change in use that would violate the exclusive rights described in Paragraph C without being in breach or default of the lease or occupancy agreement, Developer shall do so.

D. **Repurchase Agreement.**

1. **Cessation of Business Operations.** If (a) Panda fails to open for business at the Panda Parcel pursuant to the terms of Paragraph B above, or (b) if at any time business operations cease upon the Panda Parcel for two hundred seventy (270) consecutive days or for two hundred seventy (270) days in any twelve (12) month period (except for temporary closures resulting from damage, destruction or remodeling of the buildings and improvements located on the Panda Parcel, and government regulations and closures required by law, Developer may, by delivering written notice to Panda (the "Election Notice") repurchase the Panda Parcel in the manner set forth in this Supplemental Declaration, unless, within thirty (30) days after Panda receives the Election Notice, (x) Panda opens for business at the Panda Parcel, or (y) business operations resume upon the Panda Parcel, as applicable.

2. **Use Violation.** If at any time Panda operates at the Panda Parcel in violation of the use restrictions contained in Paragraph "A" above (a "Use Violation"), Developer may, by delivering written notice to Panda (also, an "Election Notice"), elect to repurchase the Panda Parcel in a manner set forth in this Supplemental Declaration, unless, within thirty (30) days after Panda receives the Use Violation Election Notice from Developer, Panda fully cures the Use Violation.

3. **Repurchase Price.** The repurchase price for the Panda Parcel (the "Repurchase Price") shall be determined in the following manner:

(a) Panda and Developer shall have thirty (30) days after Panda receives the Election Notice within which to agree in good faith on the Repurchase Price for the Panda Parcel.

(b) If Panda and Developer are unable to agree on the Repurchase Price for the Panda Parcel within such thirty (30) day period, then the Repurchase Price for the Panda Parcel shall be the "then fair market value of the Panda Parcel" as determined in accordance with the provisions of Paragraph 3(c) below.

(c) Within seven (7) days after the expiration of the thirty (30) day period set forth in Paragraph D3(a), Panda and Developer shall jointly select an MAI appraiser with at least five (5) full years full-time commercial appraisal experience in the Salt Lake City, Utah metropolitan area (the "Appraiser"). If they are unable to agree upon an Appraiser within seven (7) days, then either Panda or Developer may petition the presiding civil court judge of the Salt Lake County Superior Court for the selection of the Appraiser who meets the qualifications stated in this Paragraph D3(c). Panda and Developer shall share equally the fees and costs of the Appraiser. Within ten (10) days after the selection of the Appraiser, Developer and Panda shall each submit its determination of the "then fair market value of the Panda Parcel" to the Appraiser. The Appraiser shall then determine the "then fair market value of the Panda Parcel" using the submissions from both Developer and Panda as the range between which the Appraiser may make its determination. The Appraiser's determination shall be deemed final, binding and non-appealable. For the

purposes of this Supplemental Declaration, the term "then fair market value of the Panda Parcel" shall mean the square foot price then being paid for comparable improved properties located in the Salt Lake City, Utah metropolitan area, with similar buildings and improvements as located on the Panda Parcel.

4. **Escrow.** Within fifteen (15) days after delivery of the Election Notice, an escrow (the "Escrow") for this transaction shall be established with First American Title Insurance Company, 560 South 300 East, Salt Lake City, Utah 84111, Attention: Ms. Anna Irons (the "Escrow Agent"). Within such fifteen (15) day period, Developer shall deposit with Escrow Agent a copy of the Election Notice delivered to Panda along with a copy of this Supplemental Declaration, the terms of which shall constitute Escrow Instructions for the sale of the Panda Parcel. The Escrow so established shall provide for a closing (the "Closing of Escrow" or "Closing") on or before the tenth (10th) business day following the determination of the Repurchase Price. Should Escrow Agent require the execution of its standard form printed escrow instructions, the parties agree to execute same; provided, however, that such instructions shall be construed as applying only to Escrow Agent's employment and that if there are conflicts between the terms of this Supplemental Declaration and the terms of the printed escrow instructions, the terms of this Supplemental Declaration shall control.

5. **Title.** At the Closing of Escrow, Panda shall convey fee simple title to the Panda Parcel and all improvements located on the Panda Parcel to Developer by special warranty deed, subject only to the Approved Exceptions as determined pursuant to Paragraph 8 below, current real estate taxes which are a lien, but not yet due and payable, and any other matters previously approved in writing by Developer. The Repurchase Price shall be payable in cash by Developer to Panda, except that Developer may offset against the Repurchase Price any amounts owed by Panda to Developer and the amount of any monetary liens or encumbrances against the Panda Parcel. Developer hereby agrees to subordinate to the lien of a mortgage or deed of trust executed to finance the purchase and/or development of the Panda Parcel or to prepare the Panda Parcel for development and construction of improvements on the Panda Parcel, if the lender, in a writing reasonably approved by Developer, agrees to: (i) to release the lien of its deed of trust if Developer exercises its repurchase rights under this Supplemental Declaration and lender is in receipt of the full amount of lender's lien; and (ii) all of the foregoing provisions, restrictions and covenants shall be binding upon and effective against any party whose title to the Panda Parcel is acquired by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise. In the event Developer exercises its repurchase right pursuant to Paragraph D of this Supplemental Declaration, Panda hereby irrevocably authorizes and instructs Developer to pay the Repurchase Price owing to Panda pursuant to this Supplemental Declaration directly to any such lender; provided, however, that if the lender furnishes a statement to Developer setting forth the exact amount of the lender's lien and such amount is less than the Repurchase Price owing by Developer pursuant to this Supplemental Declaration, the difference shall be paid directly to Panda.

6. **Closing Costs.**

(a) At the Closing, Panda agrees to pay all Escrow charges and Panda agrees to furnish to Developer, at Panda's expense, a standard owner's title

insurance policy insuring Developer's title to the Panda Parcel in the amount of the Repurchase Price.

(b) Real estate taxes and all assessments shall be prorated through Escrow between Panda and Developer as of the Closing, based upon the latest available information. Any other closing costs shall be paid by Developer.

(c) Developer shall deposit in Escrow on or before the Closing cash in an amount sufficient to pay the Repurchase Price and Developer's closing costs pursuant to this Supplemental Declaration. Should Developer fail to do so, such costs may be offset against the Repurchase Price.

7. **Escrow Cancellation Charges.** In the event that the election to repurchase is made and the Escrow shall fail to close by reason of Developer's default under this Supplemental Declaration, Developer shall pay all escrow cancellation charges. In the event that the Escrow shall fail to close by reason of Panda's default under this Supplemental Declaration, Panda shall be liable for all escrow cancellation charges. Nothing contained in this Paragraph 7, however, shall be deemed to limit, waive, or exhaust any other rights or remedies available to either party at law or in equity on account of a default under this Supplemental Declaration.

8. **Title Report and Approved Exceptions.** Attached to this Supplemental Declaration as Exhibit "E" and incorporated in this Supplemental Declaration by this reference is a list of all matters affecting the status of title to the Property as of the date of this Supplemental Declaration (including any other exception, obligation or improvement as may be contemplated by CFT's construction of a Panda Express restaurant or other improvements, or as may be necessitated by law, court, or other governmental authority) (collectively, the "Approved Exceptions"). Except for the Approved Exceptions, Panda hereby covenants to Developer that Panda shall not, without the prior written consent of Developer and except as provided in the Escrow Instructions: (i) further encumber the Panda Parcel; (ii) grant any easement on the Panda Parcel; (3) seek, impose, or allow any dedication, plat, subdivision, restrictive covenant, or any other matter to occur which could affect the title to the Panda Parcel. Panda hereby agrees to cause, at its sole cost and expense, any other matters affecting title to be removed at or prior to the Close of Escrow.

9. **Possession.** Possession of the Panda Parcel shall be delivered to Developer upon the Close of Escrow.

10. **Termination of Right to Repurchase.** The right to repurchase set forth in this Paragraph D shall expire and be of no further force and effect from and after the date that is twenty (20) years after the Record Date (unless as of such date Developer has initiated the repurchase process by delivering an election notice, in which event the provisions of this Paragraph D shall continue until the closing of such repurchase). If the right to repurchase in this Paragraph D shall expire, then within twenty (20) business days after a written request by Panda, Developer shall execute and deliver a written instrument (in recordable form) acknowledging the termination or expiration of the right to repurchase set forth in this Paragraph D, the form and substance of which shall be reasonably acceptable to Developer and Panda.

E. **Covenants to Run with the Land.** The restrictions and provisions contained in this Supplemental Declaration: (a) are made for the mutual benefit of the Parties; (b) will create a servitude upon the Panda Parcel in favor of the Shopping Center; (c) will constitute covenants running with the land; (d) will bind or inure to the benefit of every person having any fee, leasehold, or other interest in any portion of the Panda Parcel or the Shopping Center at any time or from time to time to the extent that such portion is bound by or benefited by the provisions of this Supplemental Declaration, provided, however, that only one legal entity may at any time have the rights of Developer under this Supplemental Declaration and, accordingly, in the event of a transfer of less than all of the Shopping Center by Developer, Developer must designate that party which shall continue to have the rights of Developer under this Supplemental Declaration (provided, however, that if the originally named Developer does not have any interest in the Developer Parcels then the rights of Developer under this Supplemental Declaration shall be deemed assigned to the owner of the Mall Parcel); and (e) will inure to the benefit and be binding upon the parties to this Supplemental Declaration, their legal representatives, successors and assigns. In the event of any violation or threatened violation of any agreement contained in this Supplemental Declaration, any Party entitled to enforce this Supplemental Declaration shall have the substantive right (e.g., standing) to enjoin such violation or threatened violation in any court of competent jurisdiction.

F. **Specific Performance; Remedies.** If Panda fails to perform in a timely manner any duty or obligation under this Supplemental Declaration, Developer shall be entitled to the remedies for breach of contract that are available under applicable law, including specific performance.

G. **Further Documentation.** Promptly upon the request of the other Party, or upon the request of the Escrow Agent, each Party agrees to execute and have acknowledged and delivered to the other or to Escrow Agent, as may be appropriate, any and all further instruments reasonably requested or appropriate to evidence or give effect to the provisions, or any of the provisions of this Supplemental Declaration and which are consistent with the provisions of this Supplemental Declaration.

H. **Recordation.** The Parties agree that this Supplemental Declaration shall be recorded in the official records of Salt Lake County, Utah.

I. **Rule Against Perpetuities.** If any interest purported to be created by this Supplemental Declaration is challenged under the Rule against Perpetuities or any related rule, the interest shall be construed as becoming void and of no effect as of the end of the applicable period of perpetuities computed from the date when the period of perpetuities starts to run on the challenged interest; the "lives in being" for computing the period of perpetuities shall be the forty-fifth (45th) President of the United States, Donald J. Trump, and his children and grandchildren who are living at the time the period of perpetuities starts to run on the challenged interest.

J. **Modification and Termination.** This Supplemental Declaration may not be modified in any respect whatsoever or terminated, in whole or in part, except with the written consent of the owner(s) of the Developer Parcels and the owner(s) of the Panda Parcel. Notwithstanding the provisions of this Paragraph J to the contrary, so long as the originally

named Developer has any interest in the Developer Parcels, the originally named Developer shall have the sole right to grant the consent or approval on behalf of the Developer Parcels and the consent and/or approval of no other owner of Developer Parcel shall be required. From and after the date that the originally named Developer no longer has any interest in the Developer Parcels, the right to grant consent or approval on behalf of the owners of the Developer Parcels shall be vested in the owner of the Mall Parcel. Any such modification or termination must be by written instrument duly executed and acknowledged by all of the required owners and recorded in the office of the Maricopa County Recorder. The Parties acknowledge that Developer may amend the Declaration from time to time before and after the date of this Supplemental Declaration as may be required by the sale of other Panda Parcel within the Developer Parcels and Panda shall execute and deliver such amendments provided such amendments do not (a) limit, prohibit, restrict or adversely affect in any material respect (i) Panda's use and enjoyment of the Panda Parcel (other than future exclusives), (ii) access to, visibility of any improvements on or availability of parking in the immediate vicinity of the Panda Parcel, (iii) any of Panda's rights under the Declaration as they exist on the date this Supplemental Declaration is recorded in the official records of Salt Lake County, Utah, (b) change, alter, limit (in any material respect), preclude the permitted uses of the Panda Parcel (other than future exclusives), (c) materially increase the cost of Panda's continued use and enjoyment of the Panda Parcel, or (d) result in a reduction in the permitted height of the improvements that may be built by Panda on the Panda Parcel. No amendment to the Declaration shall be deemed effective as against Panda unless prior written notice (which notice contains a copy of the proposed amendment) and approval, which shall not be unreasonably withheld, conditioned, or delayed, has been delivered to Panda.

K. **Default.** The owner of a Parcel shall be deemed to be in default of this Supplemental Declaration upon the expiration of fifteen (15) days from receipt of written notice from the owner of another Parcel specifying the particulars in which such person has failed to observe the obligations of this Supplemental Declaration, unless the owner of such Parcel, prior to the expiration of said fifteen (15) day period, has rectified the matters specified in the notice of default; provided, however, that if such failure is of such a nature that it cannot reasonably be cured within such fifteen-day period, such owner shall have such additional time as is reasonably necessary to cure such failure provided such owner commences the cure thereof within such fifteen-day period and diligently pursues same to completion.

L. **Notices.** All notices shall be in writing and shall be delivered personally (including delivery by hand or by express or courier service), expenses prepaid, with request for receipt or other proof of delivery or by certified or registered mail, postage prepaid, return receipt requested, to the address of the other Party. Any such notice shall be deemed given on the date on which it is actually delivered to the Party's address as evidenced, if necessary, by the proof of delivery, the request for return receipt or other receipt. Any Party may change its address by giving notice of such change to the other Parties in accordance with the provisions of this section. In no event shall any notice be transmitted by facsimile or by electronic mail.

Panda: CFT NV Developments, LLC
1120 N. Town Center Drive, Suite 150
Las Vegas, NV 89144
Attention: David Luo, Director

With a copy to: Panda Restaurant Group, Inc.
1683 Walnut Grove Avenue
Rosemead, California, 91770
Attention: Real Estate Legal

Developer: CF III SH Valley Fair, LLC
c/o Vestar
2425 East Camelback Road, Suite 750
Phoenix, Arizona 85016
Attention: President – Management Services

With a copy to: Clark Hill PLC
14850 North Scottsdale Road, Suite 500
Scottsdale, Arizona 85254
Attention: David L. Lansky, Esq.

With a copy to: Coventry Real Estate Advisors
Attention: Peter Henkel
1 East 52nd Street, 4th Floor
New York, New York 10022

With a copy to: Coventry Real Estate Advisors
Attention: Legal Department
1 East 52nd Street, 4th Floor
New York, New York 10022

M. No Waiver. The waiver by one party of the performance of any covenant or condition hereunder shall not invalidate this Supplemental Declaration, nor shall it be considered to be a waiver by such Party of any other covenant or condition hereunder. The waiver by either or both Parties of the time for performing any act shall not constitute a waiver of the time for performing any other act or an identical act required to be performed at a later time. The exercise of any remedy provided by law and the provisions of this Supplemental Declaration for any remedy shall not exclude other remedies unless they are expressly excluded. In no event, however, shall Developer be liable for special, consequential or punitive damages.

N. Attorneys' Fees. If either Party shall bring suit against the other as a result of any alleged breach or failure by the other Party to fulfill or perform any covenants or obligations under this Supplemental Declaration or in any deed, instrument or other document delivered pursuant hereto, or to seek declaratory relief as to the rights or obligations of either Party, then in such event, the prevailing Party in such action shall, in addition to any other relief granted or awarded by the Court, be entitled to judgment for reasonable attorneys' fees incurred by reason of such action and all costs of suit and those incurred in preparation thereof, at both trial and appellate levels.

O. Provisions Severable. Each provision of this Supplemental Declaration shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision

of this Supplemental Declaration be deemed to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Supplemental Declaration.

P. Entire Supplemental Declaration. This Supplemental Declaration contains all of the agreements, representations and warranties of the parties hereto and together with the Declaration supersedes all other discussions, understandings or agreements with respect to the use restrictions binding on the Panda Parcel.

Q. Counterparts. This Supplemental Declaration may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

R. VENUE. OWNER AND DEVELOPER HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY SUBMIT TO THE JURISDICTION OF THE DISTRICT COURT OF SALT LAKE COUNTY, UTAH (OR IF THE REQUISITES OF JURISDICTION OBTAIN, THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF UTAH SITTING IN SALT LAKE COUNTY, UTAH) IN CONNECTION WITH ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN OR AMONG OWNER AND DEVELOPER ARISING OUT OF OR IN ANY WAY RELATED TO THE PANDA PARCEL, THIS SUPPLEMENTAL DECLARATION, OR ANY OTHER AGREEMENTS, DOCUMENTS OR INSTRUMENTS EXECUTED AND DELIVERED IN CONNECTION WITH OR OTHERWISE RELATING TO THE PANDA PARCEL. IN THIS REGARD, THE EXCLUSIVE VENUE OF ANY SUCH DISPUTE SHALL BE IN SALT LAKE COUNTY, UTAH. OWNER AND DEVELOPER HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY DEFENSE OF FORUM NON CONVENIENS OR ANY OTHER OBJECTION TO VENUE IN SALT LAKE COUNTY, UTAH.

S. JURY WAIVER. OWNER AND DEVELOPER HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN OR AMONG OWNER AND DEVELOPER ARISING OUT OF OR IN ANY WAY RELATED TO THE PANDA PARCEL, THIS SUPPLEMENTAL DECLARATION, OR ANY OTHER AGREEMENTS, DOCUMENTS OR INSTRUMENTS EXECUTED OR DELIVERED IN CONNECTION WITH, OR OTHERWISE RELATING TO, THE PANDA PARCEL (TOGETHER WITH THIS SUPPLEMENTAL DECLARATION, THE "RELATED DOCUMENTS"). THIS PROVISION IS A MATERIAL INDUCEMENT TO DEVELOPER EXECUTING THIS SUPPLEMENTAL DECLARATION AND ANY OTHER RELATED DOCUMENTS.

T. Common Area Expenses. Panda shall, at its sole cost and expense, maintain the building and improvements (including common area improvements) on the Panda Parcel in good condition and repair similar to other retail centers comparable to the Shopping Center and to a


standard that satisfies the requirements of the Declaration. In consideration of and subject to Panda maintaining the building and improvements (including common area improvements) on the Panda Parcel to the standard required by the Declaration, Panda shall have no obligation to contribute towards any common area maintenance charges assessed under the Declaration.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, this Supplemental Declaration has been executed as of the day and year first above written.


DEVELOPER:

CF III SH VALLEY FAIR, LLC,
a Delaware limited liability company

By: 
Name: Brian Mass
Its: SVP

OWNER:

CFT NV DEVELOPMENTS, LLC,
a Nevada limited liability company

By: 
Name: Brian Mass
Its: SVP

IN WITNESS WHEREOF, this Supplemental Declaration has been executed as of the day and year first above written.


DEVELOPER:

CF III SH VALLEY FAIR, LLC,
a Delaware limited liability company

By: _____
Name: _____
Its: _____

OWNER:

CFT NV DEVELOPMENTS, LLC,
a Nevada limited liability company

By: 
Name: Winnie Chen
Its: Manager

Approved as to Form: DocuSigned by:
Ed Lodgen
AA7F107BAF65486...

STATE OF New York)
COUNTY OF Kings)ss.

On Feb 16th 2021, before me, VASHU PATEL,
a Notary Public in and for said state, personally appeared Ben Mas,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons
whose names are subscribed to the within instrument and acknowledged to me that they executed
the same in their authorized capacities, and that by their signatures on the instrument, the
persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

VASHU PATEL
NOTARY PUBLIC-STATE OF NEW YORK
No. 01PA6334587
Qualified in Kings County
My Commission Expires 12-21-2023



Notary Public

My commission expires: 12/21/2023



STATE OF _____)
COUNTY OF _____)ss.

On _____, before me, _____,
a Notary Public in and for said state, personally appeared Ben,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons
whose names are subscribed to the within instrument and acknowledged to me that they executed
the same in their authorized capacities, and that by their signatures on the instrument, the
persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

EXHIBIT "A"
to Supplemental Declaration of Covenants and Restrictions

Legal Description of the Developer Parcels

All that certain real property located in West Valley City, Salt Lake County, State of Utah, described as follows:

PARCEL 1:

Beginning at a point on the East right-of-way of 2700 West Street, said point being South 89° 58' 40" East along the Section line 33.00 feet; and South 0° 00' 44" West along said East right-of-way line 154.91 feet; from the North quarter corner of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence South 89° 59' 21" East 39.00 feet to a point of a curve to the right, the radius point of which is South 89° 59' 21" East 75.00 feet; thence Northeasterly along the arc of said curve 117.83 feet to a point of tangency, said point being 80.00 feet perpendicularly distant Southerly from the center line of 3500 South Street at Engineer Station 5497.53 of State Freeway Project 1-215; thence South 89° 58' 40" East 303.72 feet to a point of curve to the right, the radius point of which is South 3° 08' 45" West 848.83 feet, said point also being 80.00 feet perpendicularly distant Southerly from the center line of said 3500 South Street at Engineer Station 11+03.24; thence Southeasterly along the arc of said curve 683.09 feet; thence South 0° 01' 17" West 19.30 feet; thence South 89° 58' 40" East 15.68 feet to a point on a curve to the right, the radius point of which is South 32° 35' 38" West 848.83 feet; thence Southeasterly along the arc of said curve 33.77 feet to a point of intersection with a curve to the right, the radius point of which is South 34° 01' 22" West 768.83 feet, said point of intersection being 80.00 feet radially distant Southwesterly from the centerline of J-6 ramp at Engineer Station 18+00; thence Southeasterly along the arc of said curve 88.48 feet to a point on the East line of the West one-half of the Northeast quarter of said Section 33; thence South along said East line 1469.58 feet to the Southeast corner of the Northeast quarter of the Southwest quarter of the Northeast quarter of said Section 33; thence South 89° 57' 20"

West along the South line of the North one-half of the Southwest quarter of the Northeast quarter of said Section 33, 1288.88 feet to the East right-of-way line of 2700 West Street; thence North 0° 00' 44" East along said East right-of-way line 1831.35 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM following:

Beginning at a point which is South 89° 56' West along the quarter Section line 1322.02 feet and North 1483.67 feet and South 89° 57' West 121.85 feet from the East quarter corner of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence South 89° 57' West 216.0 feet; thence North 0° 03' West 258.0 feet; thence North 89° 57' East 216.0 feet to a point of a 24.0 foot radius curve to the right; thence Southeasterly along the arc of said curve 37.70 feet to a point of tangency; thence South 0° 03' East 210.0 feet to a point of a 24.0 foot radius curve to the right; thence Southwesterly along the arc of said curve 37.70 feet to the point of beginning.

ALSO LESS AND EXCEPTING THEREFROM the following:

Beginning at a point which is South 0° 00' 44" West along the corner Section line 1548.84 feet, and South 89° 59' 18" East 601.21 feet from the North quarter corner of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, said point also being the Northwest corner of the building; and running thence North 89° 59' 30" East 477.40 feet; thence South 00° 00' 30" East 29.69 feet; thence South 89° 59' 30" West 3.40 feet; thence South 0° 00' 30" East 40.20 feet; thence North 89° 59' 30" East 5.40 feet; thence South 0° 00' 30" East 71.80 feet; thence South 89° 59' 30" West 36.00 feet; thence South 00°

00° 30' East 84.00 feet; thence South 89° 59' 30" West 85.00 feet; thence North 00° 00' 30" West 28.00 feet; thence South 89° 59' 30" West 126.20 feet; thence North 00° 00' 30" West 5.40 feet; thence South 89° 59' 30" West 82.20 feet; thence South 00° 00' 30" East 5.40 feet; thence South 89° 59' 30" West 128.00 feet; thence North 00° 00' 30" West 57.85 feet; thence North 89° 59' 30" East 8.40 feet; thence North 00° 00' 30" West 26.20 feet; thence South 89° 59' 30" West 2.80 feet; thence North 00° 00' 30" East 29.75 feet; thence North 89° 59' 30" East 2.80 feet; thence North 00° 00' 30" West 26.20 feet; thence South 89° 59' 30" West 8.40 feet; thence North 00° 00' 30" West 57.69 feet to the point of beginning.

ALSO LESS AND EXCEPTING THEREFROM the following:

Beginning at a point which is South 0° 00' 44" West along the center section line 342.74 feet, and South 89° 59' 18" East 604.30 feet from the North quarter corner of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, said also being the Northwest corner of the building; and running thence North 89° 56' 73" East 323.40 feet; thence North 00° 03' 23" West 37.00 feet; thence North 89° 56' 37" East 22.70 feet; thence South 00° 03' 23" East 37.00 feet; thence North 89° 56' 37" East 67.90 feet; thence South 00° 03' 23" East 226.06 feet; thence South 89° 56' 37" West 414.00 feet; thence North 00° 03' 23" West 226.06 feet to the point of beginning.

(For reference purposes only: Tax Parcel No. 15-33-201-007-2000, and 15-33-201-007-2001).

PARCEL 2:

Beginning at a point which is South 89° 56' West along the quarter section line 1,322.62 feet and North 1,483.67 feet and South 89° 57' West 121.85 feet from the East quarter corner of Section 33, Township 1 South, Range 1 West Salt Lake Base and Meridian; and running thence South 89° 57' West 216.0 feet; thence North 0° 03' West 258.0 feet; thence North 89° 57' East 216.0 feet to a point of a 24.0 foot radius curve to the right; thence Southeasterly along the arc of said curve 37.70 feet to a point of tangency; thence South 0° 03' East 210.0 feet to a point of a 24.0 foot radius curve to the right; thence Southwestwardly along the arc of said curve 37.70 feet to the point of beginning.

(For reference purposes only: Tax Parcel No. 15-33-201-005).

PARCEL 3:

Beginning at a point which is South 0° 00' 44" West along the center section line 1,548.84 feet, and South 89° 59' 18" East 601.21 feet from the North quarter corner of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, said point also being the Northwest corner of the building; and running thence North 89° 59' 30" East 477.40 feet; thence South 00° 00' 30" East 29.69 feet; thence South 89° 59' 30" West 5.40 feet; thence South 00° 00' 30" East 40.20 feet; thence North 89° 59' 30" East 5.40 feet; thence South 0° 00' 30" East 71.80 feet; thence South 89° 59' 30" West 56.00 feet; thence South 00° 00' 30" East 84.00 feet; thence South 89° 59' 30" West 85.00 feet; thence North 00° 00' 30" West 28.00 feet; thence South 89° 59' 30" West 126.20 feet; thence North 00° 00' 30" West 5.40 feet; thence South 89° 59' 30" West 82.20 feet; thence South 00° 00' 30" East 5.40 feet; thence South 89° 59' 30" West 128.00 feet; thence North 00° 00' 30" West 57.85 feet; thence North 89° 59' 30" East 8.40 feet; thence North 00° 00' 30" West 26.20 feet; thence South 89° 59' 30" West 2.80 feet; thence North 00° 00' 30" East 29.75 feet; thence North 89° 59' 30" East 2.80 feet; thence North 00° 00' 30" West 26.20 feet; thence South 89° 59' 30" West 8.40 feet; thence North 00° 00' 30" West 57.69 feet to the point of beginning.

(For reference purposes only: Tax Parcel No. 15-33-251-007).

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PARCEL 4:

Beginning at a point which is South 0° 00' 44" West along the center section line 342.74 feet, and South 89° 59' 18" East 604.30 feet from the North quarter corner of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, said also being the Northwest corner of the building; and running thence North 89° 56' 37" East 323.40 feet; thence North 00° 03' 23" West 37.00 feet; thence North 89° 56' 37" East 22.70 feet; thence South 00° 03' 23" East 37.00 feet; thence North 89° 56' 37" East 67.90 feet; thence South 00° 03' 23" East 226.06 feet; thence South 89° 56' 37" West 414.00 feet; thence North 00° 03' 23" West 226.06 feet to the point of beginning.

(For reference purposes only: Tax Parcel No. 15-33-201-006).

PARCEL 5:

Beginning on the West right-of-way and non-access line of State Freeway Project I-215 at a point which is South 89° 56' West along the quarter section line 1,076.295 feet and North 0° 04' West 33.00 feet and North 3° 35' 13" West 805.29 feet from the East quarter corner of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 3° 35' 13" West along said right-of-way and non-access line 553.785 feet; thence North 6° 34' 37" West along said right-of-way and non-access line 431.80 feet; thence North 17° 08' 58" West along said right-of-way and non-access line 239.87 feet to a point on a 768.83 foot radius curve to the left, the center of which bears South 67° 31' 22" West from said point; thence Northwest along said right-of-way and non-access line and the arc of said curve 92.67 feet to point on the West line of the East half of the Northeast quarter of said Section 33; thence South along said West line 1,294.16 feet; thence East 193.31 feet to the point of beginning.

(For reference purposes only: Tax Parcel No. 15-33-276-003).

PARCEL 6:

Beginning at a point South 89° 56' West along the quarter section line 1,273.985 feet and North 0° 04' West 33.00 feet and North 0° 03' 58" West 325.48 feet from the East quarter corner of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence West 47.09 feet; thence North 278.46 feet; thence East 48.12 feet; thence South 0° 12' 42" West 278.46 feet to the point of beginning.

(For reference purposes only: Tax Parcel No. 15-33-276-005).

PARCEL 7:

Beginning West 660 feet and North 0° 04' West 329.969 feet from Southeast corner of Southwest quarter of the Northeast quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Meridian; thence West 12.8 feet; thence North 0° 04' West 330.016 feet; thence North 89° 56' East 12.8 feet; thence South 0° 04' East 330.031 feet to beginning, more or less.

(For reference purposes only: Tax Parcel No. 15-33-251-009).

PARCEL 8:

Beginning at the Southeast corner of the Southwest quarter of the Northeast quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 40 rods; thence West 40 rods; thence South 20 rods; thence West 11.69 feet, more or less, to the Northeast corner

of the property shown in quit claim deed recorded May 16, 2001, as Entry No. 7897248, in Book 8457, at Page 5615; thence along the East line of said property South 0° 04' West 330.014 feet; thence East 672.175 feet to the point of beginning.

(For reference purposes only: Tax Parcel No. 15-33-251-010).

Less and excepting there from all of the above the following:
Commencing at the East quarter corner of Section 33, Township 1 South, Range 1 West, Salt Lake Meridian;
thence North 89° 48' 37" West 1,322.05 feet along quarter section line to the point of beginning; thence continuing North 89° 48' 37" West 442.96 feet; thence North 00° 11' 23" East 25.00 feet; thence North 89° 48' 37" West 229.16 feet; thence North 00° 14' 55" East 15.00 feet; thence South 89° 48' 36" East 672.15 feet; thence South 00° 15' 23" West 40.00 feet to the point of beginning.

Parcel 10:

Beginning at a point on the West right-of-way and non-access line of State of Freeway Project 1-215, said point being South 89° 56' West along the quarter section line 1,076.295 feet and North 0° 04' West 33.00 feet and North 3° 35' 13" West 526.29 feet from the East quarter corner of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence West 165.68 feet; thence North 0° 12' 42" East 278.46 feet; thence East 147.19 feet to the West right-of-way line and non-access line of State Highway Project 1-215; thence South 3° 35' 13" East along said right-of-way line, 279.00 feet to the point of beginning.

(For reference purposes only: Tax Parcel No. 15-33-276-006).

Parcel 11:

Beginning at a point on the North right-of-way line of 3800 South Street, said point being South 89° 56' West along the quarter section line 1,273.983 feet and North 0° 04' West 40.00 feet from the East quarter corner of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence South 89° 56' West along said North right-of-way 48.00 feet; thence North 318.54 feet; thence East 47.09 feet; thence South 0° 05' 58" East 518.48 feet to the point of beginning.

(For reference purposes only: Tax Parcel No. 15-33-276-007).

Parcel 12:

Beginning South 89° 56' West 1,076.295 feet and North 0° 04' West 33 feet and North 3° 35' 13" West 7.01 feet from East quarter corner of Section 33, Township 1 South, Range 1 West, Salt Lake Meridian; thence North 3° 35' 13" West 519.28 feet, West 165.68 feet; thence South 0° 05' 58" East 518.48 feet; thence North 89° 56' East 197.28 feet to beginning.

(For reference purposes only: Tax Parcel No. 15-33-276-008)

Parcel 13:

Beginning at a point on the North line of 3800 South Street which is 396 feet North 89° 56' 00" East along the quarter Section line and North 30.00 feet from the Center of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 630.31 feet; thence East 253.08 feet; thence South 0° 04' 00" East 630.01 feet along an existing fence to the North right-of-way line of 3800

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South Street; thence South 89°56'00" West 253.81 feet along the North line of 3800 South Street to the point of beginning.

Also Described as:

Beginning at a point on the North line of 3800 South Street which is 396 feet North 89°56'00" East along the Quarter Section Line and North 30.00 feet from the Center of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 630.31 feet (measured North 0°00'44" East 630.36 feet to a point on the South Line of that property defined by a Special Warranty Deed found in Book 9355, Page 7461); thence East 253.08 feet (measured North 89°57'20" East 252.93 feet along said line to a point on the West property line as defined by said Special Warranty Deed); thence South 0°04'00" East 630.01 feet along an existing fence to the North right of way line of 3800 South Street (measured the following three calls as defined by said Special Warranty Deed, South 0°04'00" East 330.16 feet; thence East 1.11 feet; thence South 0°04'00" East 300.83 feet); thence South 89°56'00" West 253.81 feet (measured 254.10 feet) along the North line of 3800 South Street to the point of beginning.

(For reference purposes only: Tax Parcel No.'s 15-33-251-008 & 15-33-251-011)

LESS AND EXCEPTING THEREFROM:

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN WEST VALLEY CITY, SALT LAKE COUNTY, STATE OF UTAH, SAID PARCEL BEING A PORTION OF THE VALLEY FAIR MALL PROPERTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTH QUARTER CORNER OF SAID SECTION 33, AND RUNNING THENCE SOUTH 0°00'44" WEST, ALONG THE NORTH-SOUTH CENTER QUARTER LINE, A DISTANCE OF 1819.89 FEET AND NORTH 89°57'20" EAST 69.04 FEET AND RUNNING THENCE NORTH 89°57'20" EAST, PARALLEL WITH THE SOUTH LINE OF THE COVENTRY III/SATTERFIELD HELM VALLEY FAIR, LLC PROPERTY, A DISTANCE OF 201.53 FEET; THENCE SOUTH 00°00'44" WEST 151.50 FEET; THENCE SOUTH 89°57'20" WEST, PARALLEL WITH SAID SOUTH LINE OF THE COVENTRY III/SATTERFIELD HELM VALLEY FAIR, LLC PROPERTY, A DISTANCE OF 201.50 FEET; THENCE NORTH, ALONG THE EAST LINE OF CONSTITUTION BOULEVARD (2700 WEST) AS REFERENCED IN THAT SPECIAL WARRANTY DEED RECORDED AS ENTRY NO. 10557625, IN BOOK 9657, AT PAGE 3059, IN THE SALT LAKE COUNTY RECORDER'S OFFICE, A DISTANCE OF 151.50 FEET TO THE POINT OF BEGINNING.

CONTAINS: 30,530 SQ. FT., OR 0.700 ACRES AND 1 LOT.

THE AFORESAID DESCRIBED PROPERTY NOW KNOWN OF RECORD AS: ALL OF LOT 1, IN N OUT SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED ON JUNE 15, 2009, AS ENTRY NO. 10729638, IN BOOK 2009P, AT PAGE 78, IN THE SALT LAKE COUNTY RECORDER'S OFFICE, STATE OF UTAH.

TAX SERIAL NO. 15-33-251-012.

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LESS AND EXCEPTING THEREFROM:

A PARCEL OF LAND BEING A PART OF THAT ENTIRE TRACT DESCRIBED IN THAT WARRANTY DEED RECORDED FEBRUARY 5, 2015 AS ENTRY NO. 11987743 IN BOOK 10293, AT PAGE 7905 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, SAID PARCEL LOCATED IN THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN WEST VALLEY CITY, SALT LAKE COUNTY, STATE OF UTAH, SAID PARCEL BEING A PORTION OF THE VALLEY FAIR MALL PROPERTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT POINT THAT IS SOUTH 0°00'44" WEST ALONG THE SECTION LINE 1813.58 FEET AND NORTH 89°57'20" EAST 295.47 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION 33, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE NORTH 89°57'20" EAST 107.61 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF 150.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 41°34'29" A DISTANCE OF 108.84 FEET, CHORD BEARS SOUTH 69°15'26" EAST 106.47 FEET; THENCE SOUTH 48°28'11" EAST 195.56 FEET; THENCE SOUTH 0°00'44" WEST 4.87 FEET TO THE SOUTHERLY LINE OF SAID ENTIRE TRACT; THENCE SOUTH 89°57'20" WEST ALONG SAID SOUTHERLY LINE 353.61 FEET; THENCE NORTH 0°00'44" EAST 172.43 FEET TO THE POINT OF BEGINNING.

CONTAINS: 44,754 SQUARE FEET OR 1.027 ACRES, 1 LOT

All of Lot 1 of the Panda Express VFM Subdivision as recorded entry #13423278 Book 2020P
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Exhibit "A" to
Supplemental Declaration of Covenants and Restrictions

EXHIBIT "B"
to Supplemental Declaration of Covenants and Restrictions

Legal Description of the Panda Parcel

LOT 1, PANDA EXPRESS VFM SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

Exhibit "B" to
Supplemental Declaration of Covenants and Restrictions

EXHIBIT "C"
to Supplemental Declaration of Covenants and Restrictions

Exclusive Rights

<u>TENANT</u>	<u>EXCLUSIVE</u>
All Star Bowling	<p>Article 16D. So long as the originally named Tenant or an assignee or sublessee pursuant to a Permitted Transfer is continuously and without interruption conducting business operations within the entire Premises for the Permitted Use of the Premises and provided that there has not occurred an Event of Default, except for any lease, license or concession agreement executed prior to the Date of this Lease, and any amendment, modification, extension, expansion, renewal or replacement thereof, Landlord shall not, during the initial Lease Term, lease or rent any other premises within the portions of the Shopping Center presently owned by Landlord to a tenant or occupant who will use such premises primarily for (a) a business operating an amusement or family fun center by providing entertainment such as bowling, bumper cars, laser tag, escape rooms, and/or arcades; provided, however, (i) Landlord may lease space in the Shopping Center to a business that will utilize arcade games so long as such games do not occupy more than one thousand (1,000) square feet of Floor Area, and (ii) except as to so called "escape rooms" and laser tag, the foregoing restriction shall not apply- to restaurants or any business occupying less than ten thousand (10,000) square feet of Floor Area; and (b) a business that would require a club liquor license under Utah Administrative Code Rule <u>81-5-1(1)</u>.</p>
Bank of America	<p>Article 16D. Except for the premises occupied by a "Major Tenant" (as defined in <u>Article 19D</u>) and any lease, license or concession agreement executed prior to the Date of this Lease, and any amendment, modification, extension, expansion, renewal or replacement thereof (provided that Landlord shall withhold its consent to a change in use contemplated under the foregoing as provided below), Landlord shall not, during the Lease Term (as may be extended pursuant to the terms of <u>Exhibit "K"</u>), lease or rent any other premises within the portion of the Shopping Center designated on the Site Plan as the "Exclusive Zone" to a tenant or occupant who will use such premises for the operation of a Financial Center. Landlord shall not consent to a change in use by an existing tenant or other occupant-of the Shopping Center Other</p>

Exhibit "C" to
Supplemental Declaration of Covenants and Restrictions

<u>TENANT</u>	<u>EXCLUSIVE</u>
	<p>than the “Major Tenants”) to a use which shall violate the exclusive use rights granted to tenant in this <u>Article 16D</u>, provided that Landlord has the right, pursuant to the applicable lease; occupancy agreement or other document describing such tenant’s or occupant’s permitted use, to (a) consent to a change in use, and (b) condition its consent to such a change in use on the proposed use not violating Tenant’s exclusive rights, and (c) withhold consent based on such criteria not being considered unreasonable under the terms of the applicable lease or occupancy agreement or the failure to consent based on such criteria not being a breach of the lease by Landlord.</p>
Bath & Body Works	None.
Bed Bath & Beyond	<p>Section 13.2.1. Subject to the rights of tenants under the Existing Leases, Landlord shall not lease, rent or occupy or permit any other premises in the Shopping Center or on any “Related Land” (hereinafter defined) to be occupied, whether by a tenant, sublessee, assignee, licensee or other occupant or itself, for the storage, sale, rental or distribution, at retail or at wholesale, either singly or in any combination, of items contained in any of the following respective categories of merchandise: (a) linens and domestics; (b) bathroom items (excluding plumbing hardware); (c) housewares (excluding furniture, and major appliances or ‘white goods’); (d) frames and wall art (provided that a fine art gallery shall not be precluded); (e) window treatments; and/or (f) closet, shelving and storage items (which items, either singly or in any combination, are hereinafter referred to as the “Exclusive Items”).</p> <p>As used in this Lease, the term “Related Land” shall mean any land contiguous or adjacent to the Shopping Center (including, without limitation, any land that would be contiguous or adjacent to the Shopping Center but for any intervening road, street, alley or highway) owned or controlled by Landlord or its Affiliate(s). Notwithstanding the foregoing, any tenant or subtenant in the Shopping Center or the Related Land shall have the right to utilize its respective premises for the sale, rental and/or distribution of Exclusive Items within an aggregate area (which shall include an allocable portion of the aisle space adjacent to such storage, sales, rental and/or distribution area) not to exceed the lesser of (x) five percent. (5%) of the Floor Area of such</p>

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Supplemental Declaration of Covenants and Restrictions

<u>TENANT</u>	<u>EXCLUSIVE</u>
	tenant's or subtenant's premises, or (y) two thousand (2,000) square feet of Floor Area within such tenant's or subtenant's premises. [For example only, a tenant occupying premises containing a total of five thousand (5,000) square feet of Floor Area could sell Exclusive Items (either singly or in any combination) so long as the aggregate area within its entire demised premises in which any and all Exclusive Items are sold or stored shall not exceed two hundred fifty (250) square feet.]
Brow Spa	None.
C & C Communications	None.
Café Rio	Section 25.22. Landlord shall not hereafter lease any store space within the "Exclusive Area" as shown on Exhibit A during the Term to a tenant whose primary business is the operation of any restaurant primarily selling Mexican or Tex-Mex style dishes ("Exclusive Use"). As used herein, "primary business" means the sale of such items such that (i) the gross sales from the sale of such items from such tenant's premises exceed twenty-five percent (25%) of all gross sales from the sale of all goods and/or services from such premises in any calendar year, and (ii) more than twenty-five percent (25%) of a tenant's menu items consist of the sale of such items.
Café Zupas	Section 7.03. Landlord covenants and agrees that, so long as no Event of Default by Tenant has occurred and is continuing beyond any applicable cure periods under this Lease, from and after the Rent Commencement Date Landlord will not lease space in the Shopping Center to Paradise Bakery, Corner Bakery, Panera Bakery, Atlanta Bread Company, Apple Spice Junction, Jason's Deli, Kneaders Bakery, or Sweet Tomatoes (the "Restricted Operators"), or to any operator with business operations in the Shopping Center substantially similar (primarily serving soups, salads and sandwiches) to that of any Restricted Operator, unless otherwise authorized by Tenant in writing ("Tenant's Exclusive"). Except as to the Restricted Operators, Tenant's Exclusive shall not apply to any business in the Shopping Center primarily in the business of selling bagels or bagel sandwiches, wraps, gyros, hamburgers, or ethnic food, defined herein as foods derived primarily from cultures other than North American (excluding Mexico) and western European,

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<u>TENANT</u>	<u>EXCLUSIVE</u>
	<p>including, but not limited to, Mexican, South and Central American, Asian, African, Middle Eastern and Eastern European. Likewise, except as to the Restricted Operators, Tenant's Exclusive shall not apply to any of the following, regardless of menu items: (i) Jimmy John's Gourmet Sandwiches, Subway Sandwiches, Quizno's or Firehouse Subs, or any business operation which is substantially similar to any of the operations identified in this clause (i); (ii) any business that occupies less than 2,000 square feet of Gross Leasable Area; (iii) any business that exclusively provides only full table service, and does not offer counter service in the Shopping Center or in any other of such business operator's locations; (iv) any Shopping Center premises or occupant occupying 10,000 square feet or more of Gross Leasable Area; (v) any occupant of the Mall; (vi) any existing Shopping Center occupant whose lease, as of the date of the Effective Date (a) does not prohibit their premises from being used in violation of Tenant's Exclusive Use, (b) does not require Landlord's consent for a change in use, or (c) requires Landlord's consent for a change in use, but Landlord is not entitled to withhold such consent in the circumstances; or (vii) the successor or assign of any of the tenants or occupants of the Shopping Center allowed pursuant to (ii), (iii), (iv), (v) or (vi) above.</p>
Carter's Babies	<p>Section 4.01(f). As used herein, "Restricted Use" shall mean the operation of a retail store in which infants', toddlers' and/or children's clothing is displayed in at least one-third (1/3) of the display area (including all adjacent aisle space). Throughout the Term, as may be extended, Landlord shall not hereafter lease space (or consent to a change of use when Landlord has the right to deny such consent without having to terminate such tenant's lease) in the exterior portions of the Shopping Center (specifically excluding interior mall tenants) to another tenant or occupant whose primary use is or may be the Restricted Use (as defined below) if either before entering into such transaction or a result thereof, more than three percent (3 %) of the leasable area in the Shopping Center (including Tenant) is operated by tenants or occupants whose primary use is the Restricted Use.</p> <p>Tenant expressly understands that the Restricted Use does not apply to (i) presently existing leases, or to successors or assigns of tenants under such existing leases or to any lease renewals, expansions, extensions, or relocations of such tenants, to the</p>

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<u>TENANT</u>	<u>EXCLUSIVE</u>
	<p>extent such existing leases, as either permit such tenants to use their respective premises for a conflicting use or do not preclude such tenants from using their respective premises for a conflicting use (the "Existing Leases"); provided, however, that upon any assignment or subletting under such Existing Leases, Landlord shall enforce Tenant's rights set forth above unless (A) such assignment or subletting under such Existing Leases is for a purpose presently permitted or not precluded by such Existing Leases; or (B) Landlord is not permitted, pursuant to the terms of such Existing Leases, to enforce Tenant's rights hereunder in connection with such assignment or sublease; or (C) Landlord would be required to terminate such Existing Lease; or (ii) new leases with tenants occupying in excess of Ten Thousand (10,000) square feet.</p>
Charley's Philly Steaks	None.
Children's Place	<p>Section 8.1. Notwithstanding anything contained to the contrary herein, Landlord shall not, within one hundred (100) feet of the Premises, permit a tenant or other occupant to sell children's apparel (the "<u>Protected Use</u>"). The foregoing use restriction shall not apply to: (i) retail tenants with premises equal to or greater than ten thousand (10,000) square feet; or (ii) any tenant or occupant engaging in the Protected Use pursuant to a lease or other occupancy agreement executed prior to the date of this Lease. In the event the foregoing use restriction is Violated, Landlord shall use best efforts to discontinue the violation promptly upon notice of the violation.</p>
Chinese Massage	None.
Claire's	None.
Costco	<p>Section 1.7. Neither Lessor, nor any subsidiary, affiliate, parent or other entity which controls, is controlled by, or is under common control with Lessor (collectively "Lessor's Entities") shall allow any portion of any property owned (now or in the future) by any of Lessor's Entities within the Valley Fair Mall in West Valley City, Utah (collectively, "Lessor's Property") to be used or operated as a "Wal-Mart" store, or "Wai-Mart Supercenter", or any other store operated under the "Wal-Mart" brand, including (without limitation) "Sam's Club", or as any</p>

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	other membership warehouse club. Lessee shall have the right to record a document containing this restrictive covenant against Lessor's Property (whether currently owned or acquired after the date of this Lease by Lessor or any other of Lessor's Entities) and Lessor (or other Lessor's Entities, as applicable) shall cooperate with Lessee in recording such document.
CupBop	Section 7.07. (A) Landlord shall not hereafter lease any store space within the Shopping Center during the Term to a tenant who operates a fast-casual restaurant whose primary business is the sale of Korean food (" Exclusive Use"). As used herein, "primary business" means the sale of Korean food items exceeds fifty-one percent (51 %) of all gross sales from the sale of all goods and/or services from such premises in any calendar year, and more than fifty-one percent (51%) of a tenant's menu items consist of Korean food items. (B) Tenant expressly understands that the immediately preceding paragraph does not apply to (i) presently existing leases, or to successors or assigns of tenants under such existing leases or to any lease renewals, expansions, extensions, relocations or replacements of such tenants, or (ii) new leases with Major Stores.
Dairy Queen	None.
Deseret Book Company	None.
Diamond Wireless	None.
Edible Arrangements	Section 7.06 (A) Landlord shall not hereafter lease any store space within the Shopping Center during the Term to a tenant whose primary business is the sale of the sale of fruit-based decorative products, floral shaped and sculptured fruit arrangements, and fruit dipped in assorted flavors (" <u>Exclusive Use</u> "). As used herein, "primary business" means the sale of such items from more than twenty-five percent (25%) of all gross sales from the sale of all goods and/or services from such premises in any calendar year. (B) Tenant expressly understands that the immediately preceding paragraph does not apply to (i) presently existing leases, or to successors or assigns of tenants under such existing leases or to any lease renewals, expansions, extensions, relocations or replacements of such tenants, or (ii) new leases with tenants occupying 5,000 square feet or more.

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Famous Footwear	<p>Section 2.02(E). Landlord and Tenant agree that it is to the mutual benefit of both parties and the Shopping Center as a whole to establish and maintain a mixture of retail stores with a balanced and diversified selection of merchandise, goods and services within the Shopping Center. Subject to the exclusions to this provision set forth in (i) -(iv) below, Landlord covenants, warrants, and agrees that it has not (except for leases set forth in Exhibit G), and that it shall not, throughout the term hereof, enter into any lease in this Shopping Center which permits the tenant to devote more than fifteen percent (15%) of its gross leasable area to the open-stock sale of branded shoes or other branded footwear, nor permit any tenant or occupant doing the same, except that Landlord (and other tenants and occupants) may lease space to (i) Payless ShoeSource, DSW and Off-Broadway, or their successors-in-interest, (ii) tenants occupying less than 3,500 square feet of Gross Leasable Area or more than 18,000 square feet of Gross Leasable Area in the Shopping Center under a single trade name, (iii) any existing Shopping Center tenant (“Existing Tenant”) whose lease, as of the date of this Lease, (a) does not prohibit the subject premises from being used in violation of the above exclusive use of Tenant, (b) does not require Landlord’s consent for a change in use, or (c) requires Landlord’s consent for a change in use, but Landlord is not entitled to withhold such consent in the circumstances; or (iv) the successor or assign of any of the tenants or occupants of the Shopping Center allowed pursuant to (i) through (iii) above. Notwithstanding the foregoing, if Landlord has the right under the circumstances pursuant to an Existing Tenant’s lease to withhold its consent to a change in use or an assignment or sublease and the proposed change in use or an assignment or sublease and the proposed change in use or the use of the proposed assignee or sublessee of such Existing Tenant would violate Tenant’s exclusive use, then Landlord shall not grant its consent to the proposed assignment or sublease. A list of the Existing Tenants is attached as Exhibit G. Landlord makes no warranty or representation regarding the content of Existing Tenants’ leases.</p>
Fanzz	<p>Renewal and Amendment of Lease No. 3, Paragraph 10. Landlord shall not lease to any tenant whose primary use is the retail sale of licensed athletic apparel, excluding headwear, provided Tenant (i) shall not be in default under the Lease beyond</p>

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	<p>any applicable cure period; (ii) continuously operates its business; and (iii) operates its business as set forth under the Lease. In the event Tenant fails to operate its business as set forth under the Lease, Landlord shall give Tenant seven (7) days written notice to cure. Tenant's Use shall not apply to any leases entered into on or before the Execution Date or to any existing tenants, their successors or assigns on or before the Execution Date nor to any tenant occupying space equal to or in excess of twelve thousand (12,000) square feet.</p> <p>Expansion Amendment, Paragraph 6. Notwithstanding anything contained in the Lease, Paragraph 10 of the Third Modification is hereby amended by adding the words and symbols "excluding headwear" after the phrase "licensed athletic apparel."</p>
FootAction USA	<p>Article 3.4.1. Subject to the conditions set forth below, provided that Tenant is open and operating and not in default of any term, condition, or covenant beyond all applicable notice and cure periods, Landlord covenants that beginning on the Effective Date it will not permit the use of any property at the Shopping Center, (including the use by any lessee, subtenant, assignee or licensee pursuant to or permitted by any lease arising after the Effective Date) for the conduct of any store, business, trade, or profession (whether separately or as part of another entity) that is engaged in, as its primary business purpose, the retail sale of athletic shoes and related accessories, and, incidental thereto, athletic apparel ("<u>Competing Use</u>").</p>
Foot Locker	None.
GMRT Gear	None.
GNC	None.
Good Burger	<p>Article 16D. Except for the premises occupied by a "Maim. Tenant" (as defined in <u>Article 19D</u>) and any lease, license or concession agreement executed prior to the Date of this Lease, and any amendment, modification, extension, expansion, renewal or replacement thereof, landlord shall not, during the initial Lease Term, lease or rent any other premises within the portions of the Shopping Center depicted on the Site Plan as the "Exclusive</p>

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	Zone” to a tenant or occupant who will use such premises primarily for (i.e. more than thirty percent (30%) of the Floor Area is devoted to or more than thirty percent (30%) of Gross Sales are derived from) a fast-casual restaurant specializing in hamburgers or ditty-soda.
Greek Kabob	None.
H&R Block	Section 36. (A). Landlord shall not hereafter lease any store space within the Exclusive Area set forth in Exhibit A-I attached hereto during the Term to a tenant whose primary business is providing tax preparation electronic tax return filing services (“Exclusive Use”). As used herein, “primary business” means the provision of such services such that the gross sales from the sale of such services exceed fifty-one percent (51 %) of all gross sales from the sale of all goods and/or services from such premises in any calendar Year; (B) Tenant expressly understands that the immediately preceding paragraph does not apply to (i) presently existing leases, or to successors or assigns of tenants under such existing leases or to any lease renewals, expansions, extensions, relocations or replacements of such tenants, or (ii) new leases with Major Store.
Han Bowl	None.
Hammond Toy & Hobby	NLA
Hobby Lobby	Section 7.3. Subject only to the Existing Permitted Uses, and provided Tenant is not in default of this Lease beyond any applicable Notice and cure period, Tenant shall have the exclusive right within the Landlord’s Parcel to sell art supplies, craft supplies, fabrics, photo frames, frames, framed art, wall art, and wall decor (the “Tenant’s Exclusive”). Notwithstanding the preceding sentence, incidental sales by other tenants of the Landlord’s Parcel of items included in Tenant’s Exclusive equal to or less than the lesser of (i) five hundred (500) square feet of such tenant’s premises, measured from the center of the aisle, or (ii) five percent (5%) of such tenant’s gross sales area, measured from the center of the aisle, shall be permitted.
Hot Dog on a Stick	None.

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Innovative Vending Solutions	None.
Invisible Shield	NLA
J & D Gifts	None.
Jamba Juice	<p>Section 2.01(J). During the Primary Term, and during any Extended Terms, if exercised, as long as Tenant is not in default beyond any applicable notice and cure periods under this Lease, Landlord shall not lease or sell any parcel within the Shopping Center to another smoothie-branded store. Smoothie-branded stores include by way of example, but without limitation, Smoothie King, Red Mango, Kiva Juice, Roxbury Smoothies, and any other business whose primary menu is the sale of smoothies (“Tenant’s Exclusive Use”). Such exclusive use shall not apply or be applicable to: (i) any tenant or owner occupying more than 3,000 square feet of Gross Leasable Area in the Shopping Center under a single trade name; (ii) any existing tenant of the Shopping Center (“Existing Tenant”) whose lease, as of the Effective Date (a) does not prohibit the leased premises from being use in violation of Ten ant’s Exclusive Use, (b) does not require Landlord’s consent for a change in use, or (c) requires Landlord’s consent for a change in use, but Landlord is not entitled to withhold such consent in the circumstances; (iii) the successor or assign of any of the tenants or occupants of the Shopping Center allowed pursuant to subsection (i) and (ii) above, (iv) any tenant or occupant of the Mall, or (v) any tenant or occupant of any area within the Shopping Center east of the Mall.</p>
JC Penney	Landlord shall not lease another department store other than ZCMI. Tenant has right to approve all tenants requiring 20,000 square feet.
Jimmy John’s	<p>Section 7.03 <u>Exclusive.</u> Landlord covenants and agrees that, so long as no Event of Default by Tenant has occurred and is continuing beyond any applicable cure periods under this Lease, from and after the Rent Commencement Date, Landlord will not lease space in the Shopping Center to Subway Sandwiches, Quizno’s, or Firehouse Subs (the “<u>Restricted Operators</u>”), or to any operator with business operations in the Shopping Center substantially similar to that of any Restricted</p>

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	<p>Operator, unless otherwise authorized by Tenant in writing ("<u>Tenant's Exclusive</u>"). Except as to the Restricted Operators, Tenant's Exclusive shall not apply to any business in the Shopping Center primarily in the business of selling bagels or bagel sandwiches, wraps, gyros, hamburgers, or ethnic food, defined herein as foods derived primarily from cultures other than North American (excluding Mexico) and Western European, including, but not limited to, Mexican, South and Central American, Asian, African, Middle Eastern and Eastern European. Likewise, Tenant's Exclusive shall not apply to any of the following, regardless of menu items: (i) Café Zupas, Paradise Bakery, Corner Bakery, Panera Bakery, Atlanta Bread Company, Apple Spice Junction, Jason's Deli, Kneaders Bakery, or Sweet Tomatoes, or any business operation which is substantially similar to any of the operations identified in this clause (i); (ii) any Shopping Center premises or occupant occupying 3,200 square feet or more of Gross Leasable Area under a single trade name; (iii) any business that exclusively provides only full table service, and does not offer counter service in the Shopping Center or in any other of such business operator's locations; (iv) any occupant of the interior of the Mall and/or the food court therein; (v) any existing Shopping Center occupant whose lease, as of the date of the Effective Date (a) does not prohibit their premises from being used in violation of Tenant's Exclusive, (b) does not require Landlord's consent for a change in use, or (c) requires Landlord's consent for a change in use, but Landlord is not entitled to withhold such consent in the circumstances; or (vi) the successor or assign of any of the tenants or occupants of the Shopping Center allowed pursuant to (i), (ii), (iii), (iv) and (v) above.</p>
Journeys	None.
Kid's Fashion	None.
Larry H. Miller Theatres	<p>Section 2.02. (I) <u>Dollar Theatre/Tenant's Exclusive</u>. Landlord agrees to the following: when the existing lease for the dollar/discount Cinemark theater currently operating in the Shopping Center expires (December 31, 2017), Landlord will not thereafter lease that portion or any other portion of the Shopping Center for the purposes of showing either first run or discount movies to the public. Additionally, Landlord shall not approve</p>

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	any request by such dollar/discount Cinemark theatre tenant to expand the existing Cinemark premises.
Life Realty	Section 20.2. So long as the originally named Tenant is continuously and without interruption conducting business operations within the entire Leased Premises for the Permitted Use of the Premises and provided that there has not occurred an Event of Default, except for any lease, license or concession agreement executed prior to the date of this Lease and any lease for space in the Project that may be executed by Landlord to replace Engel & Volkers and any amendment, modification, extension, expansion, renewal or replacement thereof, Landlord shall not, during the initial Lease Term, lease or rent any other premises in the area depicted as the "Exclusive Area" on Exhibit I, inclusive of the first and second floor thereof, to a tenant or occupant who will use such premises primarily for residential real estate brokerage or residential real estate management.
Living Secure Insurance	None.
Melty Way	None.
Morgan's Jewelers	None.
Old Navy	None.
Olive Garden	During the TERM of this LEASE, LANDLORD will not permit any property owned, leased, or controlled by LANDLORD in the CENTER other than the PREMISES to be used or conveyed for use as a restaurant featuring or specializing in the sale, at retail, of Italian food in a manner similar to TENANT's "Olive Garden" concept, as such concept exists as of the EFFECTIVE DATE. Featuring or specializing, for the purpose of this provision, means that non-pizza Italian items comprise more than 25% of the menu offerings. This restriction will not be applicable (i) to the sale of unprepared foods intended for off-premises consumption and (ii) any tenants or occupants existing in the CENTER as of the EFFECTIVE DATE (including their assignees or replacements provided there is no change of use upon transfer to said assignee or replacement) except to the extent LANDLORD has consent rights over a change of use by such tenant or occupant in which case LANDLORD agrees not to approve a change in use in

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	violation of TENANT's Italian exclusive. This restriction shall only apply to full-service, sit-down operations, and shall not be applicable to (i) counter-service only operations in any "food court" located in the CENTER, (ii) any tenant or occupant who leases a single building or contiguous portion thereof in excess of 20,000 square feet except to the extent LANDLORD has consent rights over such change in use in which case LANDLORD agrees to withhold its consent.
Osaka Japan III	None.
Passion Nails	None
Payless Shoes	None
PETCO	Section 10 (a). <u>Non-Competition</u> . Landlord covenants and agrees that during the term of this Lease and so long as Tenant has not ceased to operate for business for all aspects of the Pet Related Uses in the Premises for a period in excess of ninety (90) consecutive days for any reason other than alterations, casualty, condemnation or any other reason beyond Tenant's reasonable control, Tenant shall have the exclusive right to engage in the Pet Related Uses in the Shopping Center, or any property within one (1) mile of the Shopping Center owned, managed and/or controlled by Landlord or any affiliate of Landlord except for incidental sales; provided, however, (i) in no event shall an existing tenant in the Shopping Center be restricted by the foregoing so long as such existing lease for such existing tenant will permit (or not prohibit) such tenant to engage in such use which is otherwise restricted by this Paragraph 10(a) and (ii) in no event shall this Paragraph 10(a) limit or restrict the rights of any occupant of the Shopping Center leasing at least eighty thousand (80,000) square feet of contiguous leasable floor area therein. Incidental sales shall mean the sale or display for sale of such items or services not as the primary use of the competing tenant and taking up no more than five hundred (500) square feet of floor area.
Popcorn Cottage	None.
Pretzelmaker	None.

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Pro Image Sports	None.
Red Robin	None.
Ross	None.
Rue 21	None.
Rumbi Island Grill	<p>Section 1.07. During the Term and any extensions thereof, and so long as Tenant is not in default of any of its obligations under this Lease, Landlord will not, nor will Landlord permit any other tenants of the Shopping Center to have a menu where the following entre items constitute more than 25% of the entre items available on its menu: island rice bowls, island cuisine (Caribbean, Hawaiian, Jamaican, South Pacific /Oceania foods), island teriyaki dishes and gourmet island salads without tenant's prior written consent ("Tenant's Exclusive"). Tenant's Exclusive shall not apply or be applicable to: (i) any tenant or owner occupying more than 5,000 square feet of Gross Leasable Area under a single trade name; (ii) any existing tenant of the Shopping Center ("Existing Tenant") whose lease, as of the Effective Date (a) does not prohibit the leased premises from being used in violation of Tenant's Exclusive Use; (b) does not require Landlord's consent for a change in use, or (c) requires Landlord's consent for a change in use, but Landlord is not entitled to withhold such consent in the circumstances; (iii) the successor or assign of any of the tenants or occupants of the Shopping Center allowed pursuant to subsection (i) or (ii) above; (iv) any tenant or occupant of the Mall or food court; or (v) the preparation, sale or service of south Asian and east Asian cuisines, including, without limitation, Chinese, Japanese, Korean, Southeast Asian, Indonesian or Indian cuisine.</p>
Shubach Jewelers	None.
Silver Loft	None.
Snap Shot Photos	None.
Spring Mobile	<p>Section 7.03. Landlord covenants and agrees that, so long as Tenant is not in default beyond any applicable cure periods under this Lease, from and after the Effective Date Landlord will not</p>

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	lease more than one (1) space in that portion of the Shopping Center shown on the Site Plan as the "Tenant Exclusive Area" for the primary purpose of selling wireless telephones and related accessories (the "Exclusive Use"). Notwithstanding anything to the contrary contained herein, in no event shall the foregoing covenant apply to: (i) any premises or operator in the Shopping Center occupying ten thousand (10,000) square feet or more of Gross Leasable Area; (ii) any lease or occupancy agreement existing as of the date of this Lease, provided, however, that Landlord shall not grant approval or consent to any change in use, assignment, subleasing, or similar matter under such lease or occupancy agreement which would permit a violation of the Exclusive Use, to the extent Landlord has the right to withhold such approval or consent; or (iii) leasing space for the operation of a "Radio Shack" store.
Stay Capital	None.
Sterling Jewelers (<i>Kay Jewelers</i>)	Section 25.23 (A) Landlord shall not hereafter lease any store space within the Shopping Center within thirty (30) linear feet of the Premises during the Term to a tenant whose primary business is the sale of fine jewelry (" <u>Exclusive Use</u> "). As used herein, "primary business" means the sale of such items such that the gross sales from the sale of such items from such tenant's premises exceed fifty-one percent (51%) of all gross sales from the sale of all goods and/or services from such premises in any calendar year; (B) Tenant expressly understands that the immediately preceding paragraph does not apply to (i) presently existing leases, or to successors or assigns of tenants under such existing leases or to any lease renewals, expansions, extensions, relocations or replacements of such tenants, to the extent such existing leases either permit such tenants to use their respective premises for a conflicting use or do not preclude such tenants from using their respective premises for a conflicting use (the "Existing Leases"); provided, however, that upon any assignment or subletting under such Existing Leases, Landlord shall enforce Tenant's rights set forth above unless (a) such assignment or subletting is for a purpose presently permitted or not precluded by such Existing Leases; or (b) Landlord is not permitted, pursuant to the terms of such Existing Lease, to enforce Tenant's rights hereunder in connection with such assignment or sublease; or (c) Landlord would be required to terminate such Existing Lease; or

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	(ii) leases with Anchors.
Sushi Monster	<p>Section 7.03 Landlord covenants and agrees that, so long as Tenant is not in default beyond any applicable cure periods under this Lease, from and after the Effective Date Landlord will not lease any space in the Shopping Center for the purpose of a restaurant primarily serving sushi or other Japanese food. Notwithstanding anything to the contrary contained herein, in no event shall the foregoing covenant apply to: (i) any operation located in the “food court” area of the Shopping Center; (ii) any premises or operator in the Shopping Center occupying ten thousand (10,000) square feet or more of Gross Leasable Area; (iii) the incidental sale of Japanese dishes or ingredients as a part of the operation of a restaurant not primarily serving sushi or other Japanese food; or (iv) any lease or occupancy agreement existing as of the date of this Lease.</p>
TGI Friday’s	<p>Section 19.1 <u>Landlord’s Covenants</u>. During the Term and so long as no Tenant default has occurred and is continuing, the Owner/Developer will not use or lease, or permit, suffer, or allow any tenant to use or lease any property located within the Shopping Center for any full service, full menu, moderately priced “casual restaurant” that operates with a substantially similar format as a TGI Friday’s restaurant operates as of the date of this Lease, such as, but not limited to, a Chili’s, Applebee’s or Ruby Tuesday’s Restaurant (“<u>Tenant’s Exclusive Use</u>”). Notwithstanding anything to the contrary in the preceding sentence, Landlord may use or lease, or permit or allow any tenant to use or lease any property for purposes such as, but not limited to the following: (1) dinner houses or seafood restaurants, (2) Oriental, French, Mexican, Italian, or other ethnic restaurants, including without limitation an Olive Garden restaurant, (3) any so-called “fast food” operation, such as, without limitation, Red Robin, McDonald’s, Burger King, Wendy’s, Taco Bueno, Taco Bell, or Whataburger, (4) any so-called “family” restaurant such as The Village Inn, Bob’s Big Boy, Shoney’s, Denny’s, Perkins’, Warne House, Baker’s Square, Coco’s, JB’s, Allie’s, Cracker Barrel, Marie Callender’s, Friendly’s or Bob Evans’ Farms, (5) any food specialty shops such as, without limitation, Paradise Bakery, Jamba Juice and ice cream, yogurt, deli Of submarine sandwich, pizza or similar single item shops, (6) a Winger’s restaurant (or a replacement to Winger’s with a format similar to</p>

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	Winger's in the event that Winger's ceases operating in the restaurant), or (7) one additional restaurant that has a format similar to Tenant's Exclusive Use so long as such restaurant is not a Chili's, Applebee's or Ruby Tuesday's restaurant. Tenant's Exclusive Use shall not be applicable to (i) any tenant occupying more than 18,000 square feet of gross leasable area in the Shopping Center under a single trade name, (ii) any existing Shopping Center tenant ("Existing Tenant") whose lease, as of the date of this Lease, (a) does not prohibit the subject premises from being used in violation of Tenant's Exclusive Use. (b) does not require Landlord's consent for a change in use, or (c) requires Landlord's consent for a change in use, but Landlord is not entitled to withhold such consent in the circumstances; (iii) the successor or assign of any of the tenants or occupants of the Shopping Center allowed pursuant to (i) and (ii) above, (iv) any tenant or occupant of the Mall, or (v) any tenant or occupant of any area within the Shopping Center east of the Mall.
Theisen Vending	None.
Tornado Crepes	None.
Tricked Out Accessories	Section 25.22. A. Landlord shall not hereafter lease or rent space or grant a license to any other occupant of the Shopping Center, including any cart, kiosk, or inline store, within the Mall during the Term to a tenant or licensee whose primary business is (i) the sale of protective covers for personal electronic equipment including covers, cases, shields, or protective film or (ii) the repair service of wireless handheld electronic devices including phones, data devices, and tablet computers (" <u>Exclusive Uses</u> "). As used herein, "primary business" means the sale of such items or services from more than fifty-one percent (51%) of the square footage of such tenant's premises; B. Tenant expressly understands that the immediately preceding paragraph does not apply to (i) presently existing leases, or to successors or assigns of tenants under such existing leases or to any lease renewals, expansions, extensions, relocations or replacements of such tenants, or (ii) new leases with Major Stores.
ULTA Salon	Section 5.4. Tenant's Exclusive Rights. So long as Tenant is open and operating for all or any portion of Tenant's Protected Uses in the Premises (except for any Permitted Closure), Tenant

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	<p>shall have the exclusive right ("<u>Tenant's Exclusive</u>") to conduct any portion of Tenant's Protected Uses in the Shopping Center, and all other tenants or other occupants of any portion of the Shopping Center shall be prohibited from engaging in any portion of Tenant's Protected Uses for so long as Tenant is operating any portion of Tenant's Protected Uses in the Premises (excepting Permitted Closures). Notwithstanding the foregoing, Tenant's Exclusive shall not apply to uses associated with (a) existing tenants in the Shopping Center (including during the period of any exercised lease renewals of existing tenants) who are as of the Effective Date entitled to sell such products and/or provide the services that are covered by Tenant's exclusive rights pursuant to their respective leases and, except to the extent Landlord has any control thereover, their respective assignees, subtenants and licensees, (b) any national retail tenant in excess of twenty-five thousand (25,000) square feet that sells the goods and/or provides the services that are covered by Tenant's exclusive rights as a part of its normal business operations, but not as its primary use, (c) incidental sales (less than 500 square feet total of such tenant's premises is used to sell any of the products that comprise Tenant's Protected Uses), (d) so-called "single-brand" stores (meaning a store that sells all or substantially all products therein of a common single brand such as, by way of example only and not limitation, Bath & Body Works, MAC Cosmetics, and Origins), or (e) the operation of a hair salon (one or more) or a hair salon products store, such as, by way of example only and not limitation, Cosmoprof, a therapeutic massage operator (one or more), or a nail salon (one or more), or a barber shop, a skin care operation (such as providing facials), and/or a hair removal operation (electrolysis, laser) or anyone or more of the foregoing, outside that portion of the Shopping Center identified on the Site Plan as the Interior Restricted Area (the "Interior Restricted Area").</p> <p>Recital I., Item 30. "Tenant's Protected Uses" shall mean (i) the retail sale of cosmetics, fragrances, health and beauty products, hair care products and accessories; personal care appliances; skin care products, and body care products; and (ii) the operation of a full service beauty salon. The term "full service beauty salon" for purposes of this Section shall be defined as the offering of any of or a combination of the following services: hair care (including, without limitation, cutting, styling, hair treatments, highlighting,</p>

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	tinting, coloring, texturizing, smoothing and hair extensions); facials; esthetician services; skin care services (skin treatments for face and body); beauty treatments/services; hair removal (including, without limitation, waxing, threading and tweezing for face and body); eye lash extension services; nail services; and therapeutic massage.
Utah National Guard	NLA
Wells Fargo	Section 9.5 Provided that Tenant (i) has not ceased operating a Retail Bank on the Parcel for a period of three (3) consecutive months (as such term may be extended as permitted pursuant to <u>Section 23.12</u> due to casualty), and (ii) is not in default under this Lease beyond any applicable cure period allowed herein, Landlord shall not permit any portion of the Landlord's Parcel located within two hundred (200) feet of the Premises to be used as a full service Retail Bank or credit union.
West Valley Wingers	Section 19.1, as amended by Paragraph 19.1 of 1st Amendment to Lease. During the Term and so long as no Tenant default has occurred and is continuing, the Owner/Developer will not use or lease, or permit, suffer, or allow any tenant to use or lease any property located within the Shopping Center to (i) an Iggy's Sports Grill or (ii) to a restaurant which primarily sells "wings" such as a Buffalo Wild Wings, Wing Stop or similar restaurant ("Tenant's Exclusive Use"). Tenant's Exclusive Use shall not be applicable to (i) any tenant occupying more than 18,000 square feet of gross leasable area in the Shopping Center under a single trade name, (ii) any existing Shopping Center tenant ("Existing Tenant") whose lease, as of the date of this Lease, (a) does not prohibit the subject premises from being used in violation of Tenant's Exclusive Use, (b) does not require Landlord's consent for a change in use, or (c) requires Landlord's consent for a change in use, but Landlord is not entitled to withhold such consent in the circumstances; (iii) the successor or assign of any of the tenants or occupants of the Shopping Center allowed pursuant to (i) and (ii) above, (iv) any tenant or occupant of the Mall, or (v) any tenant or occupant of any area within the Shopping Center east of the Mall
X Brands Custom T-Shirts	NLA

Exhibit "C" to
Supplemental Declaration of Covenants and Restrictions

<u>TENANT</u>	<u>EXCLUSIVE</u>
Your Employment Solutions	None.
Zagg	None.
Zumiez	None.

EXHIBIT "D"
to Supplemental Declaration of Covenants and Restrictions

Restricted Area

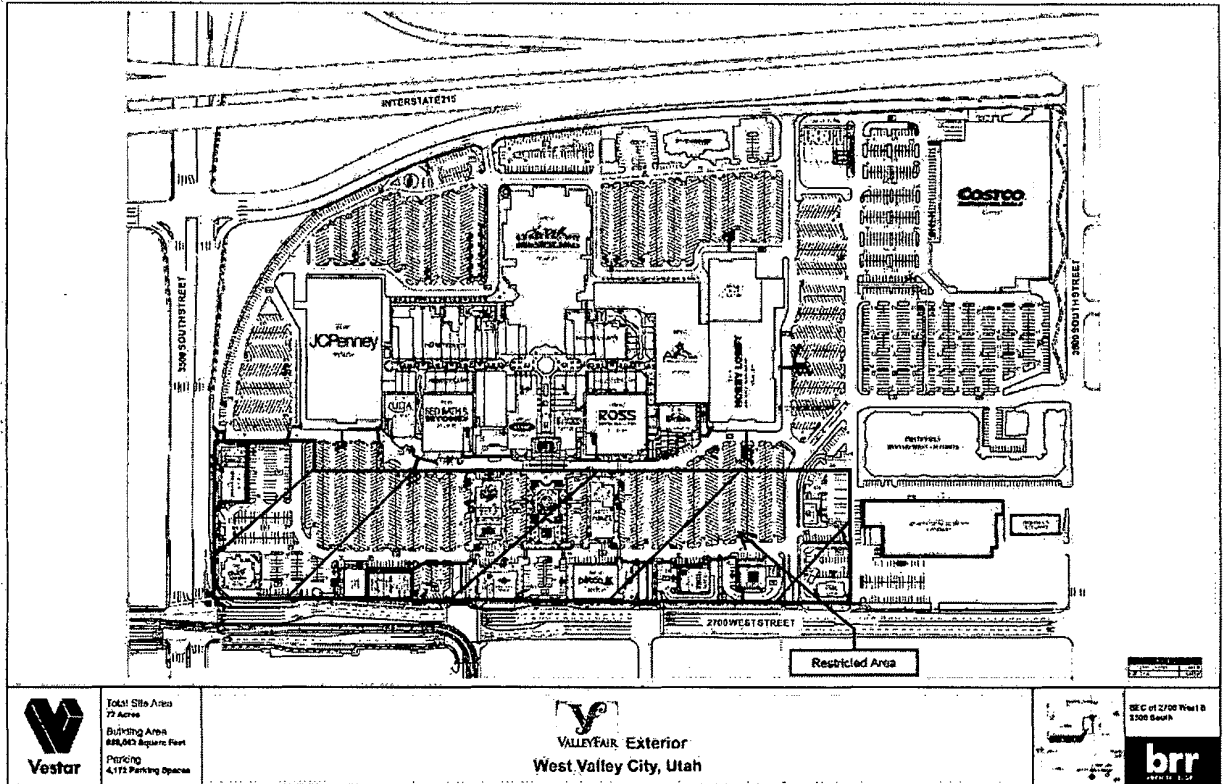


EXHIBIT "E"
to Supplemental Declaration of Covenants and Restrictions

Approved Exceptions

1. 2020 general property taxes were paid in the amount of \$332,849.76. Tax Parcel No. 15-33-201- 012-2000.

2020 general property taxes were paid in the amount of \$275,053.64 . Tax Parcel No. 15-33-201-012-2001

2. Any charge upon the land by reason of its inclusion in West Valley City, Granger-Hunter Improvement District, City Center Redevelopment Project Area, and City Center Community Development Project Area.
3. Notice of Adoption of City Center Redevelopment Project Area Plan entitled "City Center Redevelopment Project Area Plan" and dated June 30, 2004 recorded September 13, 2004 as Entry No. 9171011 in Book 9036 at Page 6118 of Official Records.

A resolution proposing to create a special improvement district known as City Center Community Development Project Area Plan with power and authority to impose assessments for improvements, provisions, restrictions, and/or requirements as disclosed by document recorded November 6, 2006 as Entry No. 9900007 in Book 9376 at Page 7161 of Official Records.

Notice of Adoption of Amended Community Development Project Area Plan entitled "Amended City Center Development Project Area Plan dated September 14, 2006 (Originally Adopted October 17, 2006 - This Amended Plan Adopted February 06, 2007)" recorded February 22, 2007 as Entry No. 10010994 in Book 9425 at Page 5766 of Official Records.

Notice of Adoption of Ordinance Amending City Center Community Development Project Area Plan (Amending Legal Description and Map) recorded February 27, 2007 as Entry No. 10015853 in Book 9427 at Page 6518 of Official Records.

An Ordinance No. 07-16 of the City Council of West Valley City, State of Utah, Amending Ordinance No. 06-68 that adopted the Original City Center Community Development Project Area Plan, amending said Community Development Project Area Plan and adopting the Amended Community Development Project Area Plan entitled "Amended City Center Community Development Project Area Plan," dated September 14, 2006 (originally adopted October 17, 2006 - This amended plan adopted February 06, 2007)" recorded February 27, 2007 as Entry No. 10015854 in Book 9427 at Page 6523 of Official Records.

Notice of Adoption of Amended City Center Redevelopment Project Area Plan Entitled, "Amended City Center Redevelopment Project Area Plan" and dated August 22, 2007

Exhibit "E" to Supplemental Declaration of Covenants and Restrictions

recorded October 24, 2007 as Entry No. 10256690 in Book 9529 at Page 2617 of Official Records.

(The following affects all the subject property, together with other property not included herein)

4. Construction, Operation and Reciprocal Easement Agreement, dated July 14, 2006 by and between VFM-ALC LC, a Utah limited liability company, VFM-CPZ LC, a Utah limited liability company, River Ridge VFM, L.L.C., a Utah limited liability company and Hill Field Holding VFM, L.L.C., a Utah limited liability company as Developer and and Costco Wholesale Corporation, a Washington corporation as Costco" recorded July 17, 2006 as Entry No. 9784299 in Book 9322 at Page 7622 of Official Records.

First Amendment to Construction, Operation and Reciprocal Easement Agreement recorded June 30, 2009 as Entry No. 10744097 in Book 9741 at Page 6810 of Official Records.

Amendment to Construction, Operation and Reciprocal Easement Agreement, recorded June 9, 2011 as Entry No. 11196035 in Book 9929 at Page 9110 of Official Records.

Third Amendment to Construction, Operation and Reciprocal Easement Agreement recorded December 24, 2018 as Entry No. 12908319 in Book 10741 at Page 888 of Official Records.

Supplemental Declaration of Covenants and Restrictions recorded July 1, 2019 as Entry No. 13021139 in Book 10798 at Page 7284 of Official Records.

Supplemental Declaration of Covenants and Restrictions recorded October 25, 2019 as Entry No. 13108267 in Book 10850 at Page 7940 of Official Records

5. Restrictions as contained in an unrecorded Lease executed by Coventry III/Satterfield Helm Valley Fair, LLC, a Delaware limited liability company, as Lessor, and GMRI, Inc., a Florida corporation, as Lessee, as disclosed by Memorandum of Lease recorded September 15, 2008 as Entry No. 10519655 in Book 9642 at Page 5647 of Official Records.

NOTE: The present ownership of the leasehold rights as disclosed by the herein-above mentioned lease and any other matters affecting said lease are not shown herein.

6. Restrictions as contained in an unrecorded Lease executed by Coventry III/Satterfield Helm Valley Fair, LLC, a Delaware limited liability company, as Lessor, and Ross Dress For Less, Inc., a Virginia corporation, as Lessee, as disclosed by Memorandum of Lease recorded September 14, 2009 as Entry No. 10797110 in Book 9762 at Page 8634 of Official Records.

NOTE: The present ownership of the leasehold rights as disclosed by the herein-above mentioned lease and any other matters affecting said lease are not shown herein.

7. Restrictions as contained in an unrecorded Lease executed by Coventry III/Satterfield Helm Valley Fair, LLC, a Delaware limited liability company, as Lessor, and PETCO Animal

Exhibit "E" to Supplemental Declaration of Covenants and Restrictions

Supplies Stores, Inc., a Delaware corporation, as Lessee, as disclosed by Memorandum of Lease recorded November 3, 2009 as Entry No. 10830780 in Book 9776 at Page 7334 of Official Records.

NOTE: The present ownership of the leasehold rights as disclosed by the herein-above mentioned lease and any other matters affecting said lease are not shown herein. (The following affects the subject property, together with other property not included herein)

8. Development Agreement, by and between Coventry III/Satterfield Helm Valley Fair, LLC, as Developer and West Valley City, and the terms and conditions and matters stated therein, recorded November 10, 2009 as Entry No. 10836153 in Book 9778 at Page 9292 of Official Records. (The following affects all the subject property, together with other property not included herein)
9. Declaration of Easements and Restrictions, recorded January 7, 2010 as Entry No. 10874704 in Book 9795 at Page 1537 of Official Records.

Affidavit - As to Order of Previously Recorded Documents, recorded January 11, 2010 as Entry No. 10875986 in Book 9795 at Page 8075 of Official Records.

Supplemental Declaration of Covenants and Restrictions recorded July 1, 2019 as Entry No. 13021139 in Book 10798 at Page 7284 of Official Records.

(The following affects all the subject property, together with other property not included herein)

10. Reciprocal Easement Agreement, recorded January 7, 2010 as Entry No. 10874705 in Book 9795 at Page 1629 of Official Records.

Duplicate Original Document Entitled "Reciprocal Easement Agreement" and Affidavit - As to Order of Previously Recorded Documents, recorded January 11, 2010 as Entry No. 10875986 in Book 9795 at Page 8075 of Official Records.

11. Restrictions as contained in an unrecorded Lease executed by Coventry III/Satterfield Helm Valley Fair, LLC, a Delaware limited liability company, as Lessor, and Ulta Salon, Cosmetics & Fragrance, Inc., a Delaware corporation, as Lessee, as disclosed by Memorandum of Lease recorded March 20, 2014 as Entry No. 11821081 in Book 10218 at Page 2996 of Official Records.

Notice of Completion, regarding the completion of the ULTA, Inc. retail store, and the matters stated therein, recorded December 1, 2014 as Entry No. 11954087 in Book 10278 at Page 4756 of Official Records.

(The following affects the subject property, together with other property not included herein)

Exhibit "E" to Supplemental Declaration of Covenants and Restrictions

12. Restrictions as contained in an unrecorded Lease executed by Coventry III/Satterfield Helm Valley Fair, LLC, a Delaware limited liability company, as Lessor, and Bed Bath & Beyond Inc., a New York corporation, as Lessee, as disclosed by Memorandum of Lease recorded March 26, 2014 as Entry No. 11823839 in Book 10219 at Page 5195 of Official Records.

NOTE: The present ownership of the leasehold rights as disclosed by the herein-above mentioned lease and any other matters affecting said lease are not shown herein. (The following affects the subject property, together with other property not included herein)

13. On-Exclusive Underground Right of Way Easement, in favor of PacifiCorp, an Oregon corporation dba Rocky Mountain Power, for underground pads, transformers, switches, vaults and cabinets, electrical power transmission, distribution and communication lines and incidental purposes, and the terms and conditions thereof, recorded July 31, 2014 as Entry No. 11889945 in Book 10249 at Page 5453 of Official Records.
14. Restrictions as contained in a Memorandum of Lease, executed by Hobby Lobby Stores, Inc., an Oklahoma corporation, as Lessor and CF III SH Valley Fair, LLC, a Delaware limited liability company as Lessee, recorded December 10, 2018 as Entry No. 12900044 in Book 10737 at Page 1090 of Official Records.

Note: The present ownership of the leasehold rights as disclosed by the herein-above mentioned lease and any other matters affecting said lease are not shown herein.

15. Easements, notes and restrictions as shown on Panda Express VFM subdivision plat recorded October 09, 2020 as Entry No. 13423278 in Book 2020P of Plats at Page 243.