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DECLAR- DECLARATION
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SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS

This Supplemental Declaration of Covenants and Restrictions (this "Supplemental Declaration") is made as of the 14th day of January, 2022 ("Record Date"), by CF III SH VALLEY FAIR, LLC, a Delaware limited liability company ("Developer").

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

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

IV. A portion of the Café Rio Parcel known as Suite P5 ("Suite P5") is leased to Sushi Monster, LLC, a Utah limited liability company ("Sushi Monster"), pursuant to that certain Valley Fair Mall Lease Agreement dated March 4, 2010 (the "Sushi Monster Lease").

V. A portion of the Cafe Rio Parcel known as Suite P6A ("Suite P6A") is leased to Café Rio, Inc., a Utah corporation ("Café Rio"), pursuant to that certain Valley Fair Mall Lease Agreement dated January 14, 2017, as amended by that certain Rent Deferral Amendment dated April 1, 2020 (the "Café Rio Lease").

VI. A portion of the Café Rio Parcel known as Suite P6B ("Suite P6B") is leased to Blended Star, LLC, a California limited liability company ("Jamba Juice"), pursuant to that certain Shopping Center Lease dated May 18, 2011 (the "Jamba Juice Lease").

VII. A portion of the Café Rio Parcel known as Suite P7 ("Suite P7") is leased to Diamond Wireless LLC ("Verizon"), pursuant to that certain Shopping Center Lease dated March 20, 2013 (the "Verizon Lease").

VIII. 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 Cafe Rio Parcel, bind Café Rio, Verizon, Sushi Monster, and Jamba Juice and run with the land. For the sake of clarity, the COREA is not modified by this Supplemental Declaration and the owner of the Cafe Rio Parcel shall comply with all terms and provisions of the COREA during the development, construction and operation of the Cafe Rio Parcel.

IX. 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 Cafe Rio Parcel as a New Outparcel pursuant to the DER.

X. Developer desires 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 Developer declares 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.

1. Suite P5 shall be used initially for the operation of a "Sushi Monster" restaurant selling and serving sushi and other Japanese food and Chinese food dishes, and related ancillary items typically found in such and/or Japanese food and Chinese food restaurants and for no other purpose without the express written consent of Developer. In all events, the owner of the Café Rio Parcel shall have the right to change the use of Suite P5 to any other use provided such use is not (i) in violation of the Declarations; (ii) in violation of any exclusive rights identified in Exhibit "C" which are in full force and effect as of the Record Date and by their terms applicable to the Café Rio Parcel; (iii) a multifamily, lodging, or auto repair use or a use shown on Exhibit "C-1".

2. Suite P6A shall be used initially for the operation of a “Café Rio” fast casual Tex-Mex restaurant serving Mexican or Tex-Mex style dishes, including but not limited to, burritos, tacos, tostadas, quesadillas, salads, enchiladas and desserts, in a manner similar to a majority of other Café Rio restaurants owned by Café Rio and/or its affiliates, and the incidental sale of merchandise and items bearing Café Rio’s logo or brand, not to exceed an area of 100 square feet of the Premises (as defined in the Café Rio Lease) and for no other purpose without the express written consent of Developer. In all events, the owner of the Café Rio Parcel shall have the right to change the use of Suite P6A to any other use provided such use is not (i) in violation of the Declarations; (ii) in violation of any exclusive rights identified in Exhibit “C” which are in full force and effect as of the Record Date and by their terms applicable to the Café Rio Parcel; (iii) a multifamily, lodging, or auto repair use or a use shown on Exhibit “C-1”.

3. Suite P6B shall be used initially for the operation of a “Jamba Juice” retail shop selling Jamba Juice smoothies, juices and any incidental drinks or food served at Jamba Juice stores in Utah, including, but not limited to, tea and tea based drinks, baked goods, wraps, salads, frozen yogurt based drinks, snacks, health products, Jamba flat breads, grab and go sandwiches, snack breads, chips, health bars and hot blend coffee and for no other purpose without the express written consent of Developer. In all events, the owner of the Café Rio Parcel shall have the right to change the use of Suite P6B to any other use provided such use is not (i) in violation of the Declarations; (ii) in violation of any exclusive rights identified in Exhibit “C” which are in full force and effect as of the Record Date and by their terms applicable to the Café Rio Parcel; (iii) a multifamily, lodging, or auto repair use or a use shown on Exhibit “C-1”.

4. Suite P7 shall be used initially for the operation of a retail store selling wireless telephones, digital telephones, cellular devices, and any technological evolution of the foregoing telephones and related accessories thereto, and for consumer wireless telephone service plans and contracts and any other related services and/or accessories as found in a Verizon corporate store, and for no other purpose whatsoever without the express written consent of Developer. In all events, the owner of the Café Rio Parcel shall have the right to change the use of Suite P7 to any other use provided such use is not (i) in violation of the Declarations; (ii) in violation of any exclusive rights identified in Exhibit “C” which are in full force and effect as of the Record Date and by their terms applicable to the Café Rio Parcel; (iii) a multifamily, food service, lodging, or auto repair use or a use shown on Exhibit “C-1”.

B. **Architectural Review.** Prior to the owner of the Cafe Rio Parcel commencing reconstruction of the existing building or any additional building or improvements on the Cafe Rio Parcel, the owner of the Cafe Rio Parcel shall have first 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 Cafe Rio Parcel are architecturally and aesthetically harmonious with the balance of the Shopping Center. At least forty-five (45) days prior to commencement of construction, the owner of the Cafe Rio Parcel 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 Cafe Rio Parcel, the owner of the Cafe Rio Parcel shall maintain the Cafe Rio Parcel in a clean condition, free of dust and debris and the Cafe Rio 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. Notwithstanding any other provisions in this Supplemental

Declaration to the contrary, any building to be built on the Cafe Rio Parcel shall not exceed a floor area of nine thousand (9,000) 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).

C. **Exclusive Rights**. The Exclusive Rights of the owner of Suites P5, P6A, and P6B discussed in this Paragraph C are co-extensive with the terms of the Sushi Monster Lease (Suite P5), Café Rio Lease (Suite P6A), and Jamba Juice Lease (Suite P6B). Upon termination of the respective lease(s), the Exclusive Rights in this Paragraph C associated with such lease shall terminate.

1. Provided Sushi Monster is not in default beyond any applicable cure periods under the Sushi Monster Lease, Developer 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 (as defined in the Sushi Monster Lease); (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 March 4, 2010. In addition, and notwithstanding anything to the contrary contained herein, in no event shall Developer be deemed to be in breach of the foregoing, and shall have no liability to Sushi Monster or the owner of the Café Rio Parcel, in the event the covenants contained in this Paragraph C1 are violated by a Rogue Tenant (as defined below), so long as Developer diligently pursues all reasonable rights and remedies available to Developer against such Rogue Tenant for the cessation of such violation. As used herein, "Rogue Tenant" shall mean and refer to any tenant or occupant of the Shopping Center that, pursuant to its lease, is prohibited from and/or not permitted to, engage in a use that would violate the provisions of this paragraph.

2. So long as (i) Café Rio is not in default under the Café Rio Lease, (ii) Suite P6A shall not cease to be used for the Café Rio Exclusive Use (as defined below), or (iii) Café Rio has not assigned its rights under the Café Rio Lease in violation of the Café Rio Lease or sublets all or any portion of Suite P6A in violation of the Café Rio Lease, Developer shall not hereafter lease any store space within the "Café Rio Exclusive Area" as shown on Exhibit "A" of the Café Rio Lease during the Term (as defined in the Café Rio Lease) to a tenant whose primary business is the operation of any restaurant primarily selling Mexican or Tex-Mex style dishes ("Café Rio 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. The Café Rio Exclusive Use does not apply to (i) leases existing as of January 17, 2014 and still in existence ("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 (as defined in the Café Rio Lease).

3. So long as Jamba Juice is not in default beyond any applicable notice and cure periods under the Jamba Juice Lease, Developer 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 ("Jamba Juice Exclusive Use"). Such exclusive use shall not

apply or be applicable to: (i) any tenant or owner occupying more than three thousand (3,000) square feet of Gross Leasable Area (as defined in the Jamba Juice Lease) in the Shopping Center under a single trade name; (ii) any tenant under a lease existing on May 18, 2011 and which is currently a tenant under the same lease in the Shopping Center whose lease (a) does not prohibit the leased premises from being use in violation of the Jamba Juice Exclusive Use, (b) does not require Developer's consent for a change in use, or (c) requires Developer's consent for a change in use, but Developer 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 Parcel (as defined in the DER), or (v) any tenant or occupant of any area within the Shopping Center east of the Mall Parcel.

D. **Limitation on and Payment of Common Area Maintenance Costs.** Notwithstanding the provisions of the Declaration to the contrary, including Section 3.3, maintenance and repairs of the Common Areas (as such term is defined in the Declaration) on the Café Rio Parcel shall be performed by Developer.

1. The owner of the Café Rio Parcel's obligation to pay Developer for the costs and expenses incurred for the maintenance and repairs of the Common Areas (the "Common Area Maintenance Costs") for Suite P5 of the Cafe Rio Parcel pursuant to the Declaration (a) for the 2021 calendar year shall be the lesser of (i) the amount allowed under the Sushi Monster Lease and (ii) Six and 78/100 Dollars (\$6.78) per square feet of Gross Leasable Area (as defined in the Sushi Monster Lease) of the Premises (as defined in the Sushi Monster Lease), and (b) thereafter shall increase by five percent (5%) annually. The limitation on the amount of Common Area Maintenance Costs levied and assessed against Suite P5 pursuant to the Declaration as set forth in this Paragraph D1 shall be of no further force and effect commencing upon the expiration or earlier termination of the Sushi Monster Lease ("Sushi Monster CAM Cap Term"). In the event that the Common Area Maintenance Costs levied and assessed against Suite P5 during any such twelve (12) month period during the Sushi Monster CAM Cap Term shall exceed the amounts set forth herein, then Developer shall be obligated to pay all amounts in excess of the amounts due from the owner of Suite P5 as set forth herein.

2. The owner of the Cafe Rio Parcel's obligation to pay Developer for Common Area Maintenance Costs for Suite P6A of the Cafe Rio Parcel pursuant to the Declaration (a) for the 2021 calendar year shall be the lesser of (i) the amount allowed under the Café Rio Lease and (ii) Six and 32/100 Dollars (\$6.32) per square feet of Gross Leasable Area (as defined in the Café Rio Lease) of the Premises (as defined in the Café Rio Lease), and (b) thereafter shall not increase by more than four percent (4%) on a non-cumulative, non-compounded basis of the owner of Suite P6A's pro rata share of Common Area Maintenance Costs (excluding real estate taxes and non-recurring items. If the cost of snow removal, security, utilities for the common areas, and Developer's insurance for a fiscal year is greater than the budgeted amount for that year, then the owner of the Cafe Rio Parcel shall pay the amount attributed to Suite P6A's of such excess amount to Developer within thirty (30) days after receipt of an invoice. The limitation on the amount of Common Area Maintenance Costs levied and assessed against Suite P6A pursuant to the Declaration as set forth in this Paragraph D2 shall be of no further force and effect commencing upon the expiration or earlier termination of the Café Rio Lease ("Café Rio CAM Cap Term"). In the event that the common area maintenance costs levied and assessed against Suite P9 during any such twelve (12) month period during the Café Rio CAM Cap Term shall exceed the amounts set forth herein, then Developer shall be obligated to pay all amounts in excess of the amounts due from the owner of Suite P6A as set forth herein.

3. The owner of the Cafe Rio Parcel's obligation to pay Developer for Common Area Maintenance Costs for Suite P6B of the Cafe Rio Parcel pursuant to the Declaration (a) for the 2021 calendar year shall be the lesser of (i) the amount allowed under the Jamba Juice Lease and (ii) Six and 51/100 Dollars (\$6.51) per square feet of Gross Leasable Area (as defined in the Jamba Juice Lease) of the Premises (as defined in the Jamba Juice Lease), and (b) thereafter shall increase by three percent (3%) annually. The limitation on the amount of Common Area Maintenance Costs levied and assessed against Suite P6B pursuant to the Declaration as set forth in this Paragraph D3 shall be of no further force and effect commencing upon the expiration or earlier termination of the Jamba Juice Lease ("Jamba Juice CAM Cap Term"). In the event that the Common Area Maintenance Costs levied and assessed against Suite P6B during any such twelve (12) month period during the Jamba Juice CAM Cap Term shall exceed the amounts set forth herein, then Developer shall be obligated to pay all amounts in excess of the amounts due from the owner of Suite P6B as set forth herein.

4. The owner of the Cafe Rio Parcel's obligation to pay Developer for Common Area Maintenance Costs for Suite P7 of the Cafe Rio Parcel pursuant to the Declaration (a) for the 2021 calendar year shall be the lesser of (i) the amount allowed under the Verizon Lease and (ii) Seven and 69/100 Dollars (\$7.69) per square feet of Gross Leasable Area (as defined in the Verizon Lease) of the Premises (as defined in the Verizon Lease), and (b) thereafter shall increase by three percent (3%) annually. The Management Fee (as defined in the Verizon Lease) levied and assessed against Suite P7 shall not exceed five percent (5%) annually. The limitation on the amount of Common Area Maintenance Costs levied and assessed against Suite P7 pursuant to the Declaration as set forth in this Paragraph D4 shall be of no further force and effect commencing upon the expiration or earlier termination of the Verizon Lease ("Verizon CAM Cap Term"). In the event that the Common Area Maintenance Costs levied and assessed against Suite P7 during any such twelve (12) month period during the Verizon CAM Cap Term shall exceed the amounts set forth herein, then Developer shall be obligated to pay all amounts in excess of the amounts due from the owner of Suite P7 as set forth herein.

5. Upon the expiration or earlier termination of each and any of the Sushi Monster Lease, the Café Rio Lease, the Jamba Juice Lease, and the Verizon Lease, the Common Area Maintenance Costs for the suite related to each expired or terminated lease shall be adjusted on a go forward basis so as to be Seven and 47/100 Dollars (\$7.47) per square feet of gross leasable area (but not less than the gross leasable area as of the Record Date (i.e., 8,796 square feet)) subject to annual adjustment commencing on January 1, 2022 and each subsequent January 1st (each, an "Adjustment Date"), provided however that such adjustment shall be the lesser of (a) a three percent (3%) increase annually, and (b) the amount by which the Consumer Price Index (as defined in this Paragraph D5 below) for the month that is three (3) months prior to the Adjustment Date increased over the Consumer Price Index for the month that is fifteen (15) months prior to the Adjustment Date. Notwithstanding the provisions of this Paragraph D5 to the contrary, the cost of snow removal shall not be limited or considered under the foregoing cap. The "Consumer Price Index" means the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index for all Urban Consumers (CPI-U), U.S. City Average (1982 - 1984 = 100). If at any time there shall not exist the Consumer Price Index, Developer may substitute any official index published by the Bureau of Labor Statistics or by a successor or similar government agency as may then be in existence and which in Developer's reasonable business judgment shall be most nearly equivalent thereto.

6. The owner of the Café Rio Parcel shall pay to Developer on the first day of each calendar month one twelfth of the Common Area Maintenance Costs payable by the Owner of the Café Rio Parcel for that calendar year. Common Area Maintenance Costs shall continue to be payable in

monthly installments at the rate previously payable under this Supplemental Declaration until Developer notifies the owner of the Café Rio Parcel of the new payment of Common Area Maintenance Costs as a result of the adjustment described in this Paragraph D. Developer shall endeavor to so notify the Owner of the Café Rio Parcel prior to the commencement of each calendar year; however, the failure by Developer to do so shall not be deemed a waiver by Developer of (a) any increase in Common Area Maintenance Costs; or (b) the obligation to reimburse an overpayment in Common Area Maintenance Costs by the owner of the Café Rio Parcel; rather, the new monthly amount (or any portion not previously paid) shall be payable, retroactive to the first day of each calendar year, upon notification by Developer to the owner of the Café Rio Parcel of the new Common Area Maintenance Costs and the monthly installment thereof, which notification shall occur no later than June 1st of the subsequent year.

E. **Covenants to Run with the Land**. The restrictions and provisions contained in this Supplemental Declaration: (a) are made for the mutual benefit of Developer and the owner of the Cafe Rio Parcel; (b) will create a servitude upon the Cafe Rio 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 Cafe Rio 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 Developer and the owner of the Cafe Rio Parcel, 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 the owner of the Cafe Rio Parcel 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. If Developer fails to perform in a timely manner any duty or obligation under this Supplemental Declaration, the owner of the Cafe Rio Parcel shall be entitled to the remedies for breach of contract that are available under applicable law, including specific performance.

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

H. **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.

I. **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 Cafe Rio Parcel. Notwithstanding the provisions of this Paragraph I 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 Salt Lake County Recorder. 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 parcels within the Developer Parcels and the owner of the Cafe Rio Parcel shall execute and deliver such amendments provided such amendments do not (a) limit, prohibit, restrict or adversely affect in any material respect (i) the owner of the Cafe Rio Parcel's use and enjoyment of the Cafe Rio Parcel, (ii) access to, visibility of any improvements on or availability of parking in the immediate vicinity of the Cafe Rio Parcel, (iii) any of the owner of the Cafe Rio Parcel'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 Cafe Rio Parcel, (c) materially increase the cost of the owner of the Cafe Rio Parcel's continued use and enjoyment of the Cafe Rio Parcel, or (d) result in a reduction in the permitted height of the improvements that may be built by owner of the Cafe Rio Parcel. No amendment to the Declaration shall be deemed effective as against the owner of the Cafe Rio Parcel 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 the owner of the Cafe Rio Parcel.

J. **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.

K. **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 Developer. Any such notice shall be deemed given on the date on which it is actually delivered to the Developer's address as evidenced, if necessary, by the proof of delivery, the request for return receipt or other receipt. Developer may change its address by giving notice of such change to the other party in accordance with the provisions of this section. In no event shall any notice be transmitted by facsimile or by electronic mail.

Developer: 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: Loren Henry
8401 Chagrin Road, Suite 1
Chagrin Falls, Ohio 44023
Attention: General Counsel

With a copy to: CF III SH Valley Fair, LLC
3601 South 2700 West, #G128
West Valley City, Utah 84119
Attention: Manager

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

L. **No Waiver.** The waiver by one Developer or the owner of the Cafe Rio Parcel 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 Developer or the owner of the Cafe Rio Parcel 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 provision 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.

M. **Attorneys' Fees.** If either the owner of the Cafe Rio Parcel or Developer 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 the Supplemental Declaration or in any deed, instrument or other document delivered pursuant hereto, or 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.

N. **Provisions Severable.** Each provision of this Supplemental Declaration shall be interpreted in such a 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.

O. **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.

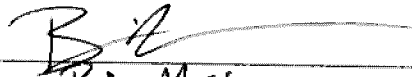
P. **Development Cooperation.** Owner shall fully cooperate with Developer in connection with the efforts of Developer to obtain such governmental and/or quasi-governmental discretionary and non-discretionary approvals and permits, including site plan, design review approval, plat approval and approval of offsite improvements, as may be necessary for Developer to develop the Developer Parcels. In this regard, Owner shall sign such applications and other documents as may be reasonably requested in connection therewith and Owner shall not, in any manner, directly or indirectly, oppose or contest the efforts of Developer to obtain such discretionary and/or non-discretionary approvals and permits and, if Developer shall so request, Owner shall sign a letter of support for Developer's contemplated project.

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

DEVELOPER:

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

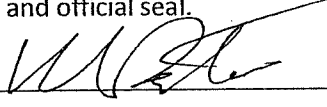
By: 
Name: Brian Moss
Its: VP

STATE OF New York }
 }
COUNTY OF Kings }
 }
 }

On January 12th, 2022, before me, VASHU PATEL (here insert name and title of the officer, personally appeared Brian MOSS, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature 

(This area for official notarial seal)

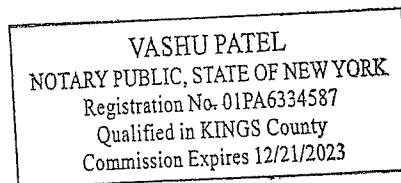


EXHIBIT "A"

to Supplemental Declaration of Covenants and Restrictions

Legal Description of the Developer Parcels

PARCEL 1:

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 24.0 FOOT RADIUS CURVE TO THE RIGHT, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 37.70 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING:

BEGINNING AT A POINT WHICH IS 821.85 FEET SOUTH 89°58'40" EAST ALONG THE SECTION LINE AND 1026.09 FEET SOUTH FROM THE NORTH QUARTER CORNER OF SAID SECTION 33 AND RUNNING THENCE NORTH 89°55'52" EAST 43.40 FEET, THENCE NORTH 25.62 FEET, THENCE EAST 16.86 FEET, THENCE NORTH 56.05 FEET, THENCE EAST 23.58 FEET, THENCE NORTH 6.25 FEET, THENCE EAST 49.92 FEET, THENCE SOUTH 21.34 FEET, THENCE SOUTH 45°00'00" EAST 27.88 FEET, THENCE NORTH 45°00'00" EAST 12.91 FEET, THENCE EAST 17.72 FEET, THENCE NORTH 19.52 FEET, THENCE EAST 56.33 FEET, THENCE SOUTH 21.28 FEET, THENCE EAST 19.42 FEET, THENCE NORTH 38.03 FEET, THENCE EAST 50 FEET, THENCE NORTH 4.75 FEET, THENCE EAST 53.67 FEET, THENCE SOUTH 12.50 FEET, THENCE EAST 45.25 FEET, THENCE SOUTH 12.75 FEET, THENCE SOUTH 89°38'39" EAST 52.97 FEET, THENCE SOUTH 54.92 FEET, THENCE WEST 13.76 FEET, THENCE SOUTH 10.67 FEET, THENCE EAST 25.63 FEET, THENCE SOUTH 98.83 FEET, THENCE WEST 25.63 FEET, THENCE SOUTH 7.58 FEET, THENCE EAST 18.30 FEET, THENCE SOUTH 00°01'49" EAST 55.86 FEET, THENCE WEST 47.03 FEET, THENCE SOUTH 12.05 FEET, THENCE WEST 94.33 FEET, THENCE NORTH 12.08 FEET, THENCE WEST 52 FEET, THENCE NORTH 17.39 FEET, THENCE WEST 10.42 FEET, THENCE SOUTH 19.22 FEET, THENCE WEST 49 FEET, THENCE NORTH 7.83 FEET, THENCE WEST 47.00 FEET, THENCE NORTH 15.83 FEET, THENCE WEST 4.78 FEET, THENCE SOUTH 89°48'52" WEST 19.98 FEET, THENCE SOUTH 00°11'08" EAST 18.45 FEET, THENCE WEST 29.33 FEET, THENCE NORTH 00°15'05" EAST 60.71 FEET, THENCE NORTH 89°57'42" WEST 77.74 FEET, THENCE NORTH 26.22 FEET, THENCE WEST 31.67 FEET, THENCE NORTH 00°22'40" EAST 66.04 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

BEGINNING AT A POINT WHICH IS SOUTH 0°00'42" 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 POINT ALSO BEING THE NORTHWEST CORNER OF 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.

PARCEL 3:

BEGINNING AT A POINT ON THE EAST RIGHT OF WAY LINE 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 5+97.53 OF STATE FREEWAY PROJECT I-215, THENCE SOUTH 89°58'40" EAST 505.72 FEET TO A POINT OF A CURVE TO THE RIGHT, THE RADIUS POINT OF WHICH IS SOUTH 5°08'45" WEST 848.83 FEET, SAID POINT ALSO BEING 80.00 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM THE CENTERLINE 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 52°55'58" 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 54°01'22" WEST 768.83 FEET, SAID POINT OF INTERSECTION BEING 80.00 FEET RADIALLY DISTANT SOUTHWESTERLY FROM THE CENTERLINE OF J-6 RAMP OF 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 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 THE FOLLOWING SEVEN (7) TRACTS:

TRACT 1:

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.

TRACT 2:

BEGINNING AT A POINT WHICH IS SOUTH 0°00'42" WEST ALONG THE CENTER 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 5.40 FEET, THENCE SOUTH 00°00'30" EAST 40.20 FEET, THENCE NORTH 89°59'30" EAST 5.40 FEET, THENCE SOUTH 00°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" WEST 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.

TRACT 3:

BEGINNING AT A POINT WHICH IS SOUTH 0°00'42" 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 POINT ALSO BEING THE NORTHWEST CORNER OF 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.

TRACT 4:

LESS AND EXCEPT ANY PORTION LYING WITHIN THE IN N OUT SUBDIVISION.

TRACT 5:

A PARCEL OF LAND IN FEE FOR CONSTITUTION BOULEVARD (2700 WEST), BEING LOCATED IN THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS SOUTH 89°58'40" EAST 33.00 FEET AND SOUTH 00°00'44" WEST 154.91 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION 33, THENCE ALONG THE NORTH LINE OF SAID PROPERTY THE FOLLOWING TWO (2) COURSES AND DISTANCES: (1) SOUTH 89°59'21" EAST 39.00 FEET, (2) THENCE NORTHEASTERLY 62.49 FEET ALONG THE ARC OF A 75.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARS NORTH 23°52'45" EAST 60.70 FEET, THENCE SOUTHWESTERLY 18.74 FEET ALONG THE ARC OF A 79.34 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARS SOUTH 32°36'56" WEST 18.69 FEET, THENCE SOUTH 00°01'07" EAST 254.41 FEET, THENCE SOUTH 00°04'06" WEST 22.90 FEET, THENCE SOUTH 03°24'41" WEST 300.28 FEET, THENCE SOUTH 65.28 FEET, THENCE EAST 5.45 FEET, THENCE SOUTH 238.46 FEET, THENCE SOUTH 10°11'26" EAST 20.12 FEET, THENCE SOUTH 103.35 FEET, THENCE SOUTH 10°08'57" WEST 51.15 FEET, THENCE SOUTH 131.14 FEET, THENCE SOUTH 45°00'00" EAST 23.57 FEET, THENCE SOUTH 73.16 FEET, THENCE SOUTH 45°00'00" WEST 23.57 FEET, THENCE SOUTH 578.81 FEET TO THE SOUTH BOUNDARY LINE OF SAID PROPERTY, THENCE SOUTH 89°57'20" WEST 36.07 FEET ALONG SAID SOUTH BOUNDARY LINE, THENCE NORTH 00°00'44" EAST 1831.03 FEET ALONG THE WEST BOUNDARY LINE OF SAID PROPERTY TO THE POINT OF BEGINNING.

TRACT 6:

A PARCEL OF LAND IN FEE AFFECTING TAX ID NO. 15-33-201-009 FOR THE PURPOSE OF CONSTRUCTING THEREON A ROADWAY KNOWN AS PROJECT NO. S-I215(139), BEING PART OF AN ENTIRE TRACT OF PROPERTY SITUATE IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. THE BOUNDARY OF SAID PARCEL OF LAND IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EXISTING WESTERLY RIGHT OF WAY AND NON-ACCESS LINE OF A FREEWAY, INTERSTATE HIGHWAY I-215, KNOWN AS PROJECT NO. I-215-9(6)297 WHICH POINT IS 260.09 FEET PERPENDICULARLY DISTANT WESTERLY FROM THE CENTERLINE OF THE I-215 ALIGNMENT OF SAID PROJECT OPPOSITE ENGINEER STATION 369+02.20 (NOTE: SAID POINT OF

BEGINNING IS 1319.93 FEET SOUTH 89°56'00" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SECTION 33 AND 2133.67 FEET NORTH 00°04'00" WEST FROM THE EAST QUARTER CORNER OF SAID SECTION 33. SAID POINT IS ALSO 260.05 FEET PERPENDICULARLY DISTANT WESTERLY FROM THE CENTERLINE OF THE I-215 SOUTH ALIGNMENT OF PROJECT NO. S-I215(139), OPPOSITE ENGINEER STATION 369+01.78), AND RUNNING THENCE SOUTH 00°00'14" WEST ALONG THE EAST LINE OF SAID ENTIRE TRACT 69.16 FEET TO THE WESTERLY RIGHT OF WAY AND NON-ACCESS LINE, AT A POINT 264.39 FEET PERPENDICULARLY DISTANT WESTERLY FROM THE CENTERLINE OF THE I-215 SOUTH ALIGNMENT OF SAID PROJECT NO. S-I215(139) OPPOSITE ENGINEER STATION 368+32.76, AND POINT ON A 1397.00 FOOT RADIUS CURVE TO THE LEFT, (NOTE: RADIUS BEARS SOUTH 64°31'12" WEST), THENCE ALONG SAID NEW WESTERLY RIGHT OF WAY AND NON-ACCESS LINE THE FOLLOWING THREE (3) COURSES: (1) NORTHWESTERLY ALONG THE ARC OF SAID CURVE 14.57 FEET, THENCE (2) NORTH 26°06'33" WEST 147.42 FEET TO A POINT ON A 590.00 FOOT RADIUS CURVE TO THE RIGHT, (NOTE: RADIUS BEARS NORTH 63°55'20" EAST), THENCE (3) NORTHWESTERLY ALONG SAID CURVE 67.11 FEET TO A POINT ON THE EXISTING RIGHT OF WAY AND NON-ACCESS LINE OF INTERSTATE HIGHWAY I-215, KNOWN AS PROJECT NO. I-215-9(6)297, WHICH POINT IS 348.49 FEET PERPENDICULARLY DISTANT WESTERLY FROM THE CENTERLINE OF THE I-215 ALIGNMENT OF SAID PROJECT NO. S-I215(139) OPPOSITE ENGINEER STATION 370+46.17 (NOTE: SAID POINT IS ALSO 348.44 FEET PERPENDICULARLY DISTANT WESTERLY FROM THE CENTERLINE OF THE I-215 SOUTH ALIGNMENT OF PROJECT NO. S-I215(139), OPPOSITE ENGINEER STATION 370+45.76), AND POINT ON A 848.83 FOOT RADIUS CURVE TO THE RIGHT, (NOTE: RADIUS BEARS SOUTH 49°36'16" WEST), THENCE ALONG SAID WESTERLY RIGHT OF WAY AND NON-ACCESS LINE THE FOLLOWING FIVE (5) COURSES: (1) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 23.11 FEET, THENCE (2) SOUTH 00°00'06" WEST, 19.58 FEET, THENCE (3) SOUTH 89°59'54" EAST 15.30 FEET TO A POINT ON A 850.65 FOOT RADIUS CURVE TO THE RIGHT, (NOTE: RADIUS BEARS SOUTH 52°50'38" WEST), THENCE (4) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 34.16 FEET TO A POINT ON A 774.72 FOOT RADIUS CURVE TO THE RIGHT, (NOTE: RADIUS BEARS SOUTH 53°59'30" WEST), THENCE (5) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 87.05 FEET TO THE POINT OF BEGINNING.

(NOTE: ROTATE ALL BEARINGS IN THE ABOVE DESCRIPTIONS 00°14'45" CLOCKWISE TO MATCH HIGHWAY BEARINGS.)

TRACT 7:

BEGINNING AT A POINT WHICH IS 821.85 FEET SOUTH 89°58'40" EAST ALONG THE SECTION LINE AND 1026.09 FEET SOUTH FROM THE NORTH QUARTER CORNER OF SAID SECTION 33 AND RUNNING THENCE NORTH 89°55'52" EAST 43.40 FEET, THENCE NORTH 25.62 FEET, THENCE EAST 16.86 FEET, THENCE NORTH 56.05 FEET, THENCE EAST 23.58 FEET, THENCE NORTH 6.25 FEET, THENCE EAST 49.92 FEET, THENCE SOUTH 21.34 FEET, THENCE SOUTH 45°00'00" EAST 27.88 FEET, THENCE NORTH 45°00'00" EAST 12.91 FEET, THENCE EAST 17.72 FEET, THENCE NORTH 19.52 FEET, THENCE EAST 56.33 FEET, THENCE SOUTH 21.28 FEET, THENCE EAST 19.42 FEET, THENCE NORTH 38.03 FEET, THENCE EAST 50 FEET, THENCE NORTH 4.75 FEET, THENCE EAST 53.67 FEET, THENCE SOUTH 12.50 FEET, THENCE EAST 45.25 FEET, THENCE SOUTH 12.75 FEET, THENCE SOUTH 89°38'39" EAST 52.97 FEET, THENCE SOUTH 54.92 FEET, THENCE WEST 13.76 FEET, THENCE SOUTH 10.67 FEET, THENCE EAST 25.63 FEET, THENCE SOUTH 98.83 FEET, THENCE WEST 25.63 FEET, THENCE SOUTH 7.58 FEET, THENCE EAST 18.30 FEET, THENCE SOUTH 00°01'49" EAST 55.86 FEET, THENCE WEST 47.03 FEET, THENCE SOUTH 12.05 FEET, THENCE WEST 94.33 FEET, THENCE NORTH 12.08 FEET, THENCE WEST 52 FEET, THENCE NORTH 17.39 FEET, THENCE WEST 10.42 FEET, THENCE SOUTH 19.22 FEET, THENCE WEST 49 FEET, THENCE NORTH 7.83 FEET, THENCE WEST 47.00 FEET, THENCE NORTH 15.83 FEET, THENCE WEST 4.78 FEET, THENCE SOUTH 89°48'52" WEST 19.98 FEET, THENCE SOUTH 00°11'08" EAST 18.45 FEET, THENCE WEST 29.33 FEET, THENCE NORTH 00°15'05" EAST 60.71 FEET, THENCE NORTH 89°57'42" WEST 77.74 FEET, THENCE NORTH 26.22 FEET, THENCE WEST 31.67 FEET, THENCE NORTH 00°22'40" EAST 66.04 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING ANY PORTION LYING WITH IN THE BONDS OF PANDA EXPRESS VFM SUBDIVISION.

PARCEL 4:

BEGINNING AT A POINT WHICH IS SOUTH 0°00'42" WEST ALONG THE CENTER 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 5.40 FEET, THENCE SOUTH 00°00'30" EAST 40.20 FEET, THENCE NORTH 89°59'30" EAST 5.40 FEET, THENCE SOUTH 00°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" WEST 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.

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 1076.295 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°00'58" 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 NORTHWESTERLY ALONG SAID RIGHT OF WAY AND NON-ACCESS LINE AND THE ARC OF SAID CURVE 92.67 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 33, THENCE SOUTH ALONG SAID WEST LINE 1294.16 FEET, THENCE EAST 195.31 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THE FOLLOWING TRACT CONVEYED TO WEST VALLEY CITY BY THAT CERTAIN SPECIAL WARRANTY DEED AND RESERVATION OF EASEMENT RECORDED JUNE 9, 2011 AS ENTRY NO. 11196032, IN BOOK 9929, PAGE 9086, OF OFFICIAL RECORDS AND DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN FEE AFFECTING TAX ID NO. 15-33-276-003 FOR THE PURPOSE OF CONSTRUCTING THEREON A ROADWAY KNOWN AS PROJECT NO. S-I215(139), BEING PART OF AN ENTIRE TRACT OF PROPERTY SITUATE IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. THE BOUNDARY OF SAID PARCEL OF LAND IS DESCRIBED AS FOLLOWS:

BEGINNING AT SOUTHEAST CORNER OF SAID ENTIRE TRACT, WHICH IS 1124.86 FEET SOUTH 89°56'00" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SECTION 33 AND

837.05 FEET NORTH 00°04'00" WEST FROM THE EAST QUARTER CORNER OF SAID SECTION 33, SAID POINT ALSO BEING 145.05 FEET PERPENDICULARLY DISTANT WESTERLY FROM THE CENTERLINE OF THE I-215 ALIGNMENT OF PROJECT NO. S-I215(139), OPPOSITE ENGINEER STATION 355+95.62, AND RUNNING THENCE NORTH 89°59'46" WEST ALONG THE SOUTH LINE OF SAID ENTIRE TRACT 11.74 FEET, THENCE NORTH 02°05'08" WEST 148.15 FEET TO A POINT OF TANGENCY WITH A 6984.50 FOOT RADIUS CURVE TO THE LEFT, THENCE NORTHERLY 663.89 FEET ALONG THE ARC OF SAID CURVE TO A POINT OF TANGENCY WITH A 1397.00 FOOT RADIUS COMPOUND CURVE TO THE LEFT, THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 169.62 FEET TO THE BEGINNING OF THE NEW NON-ACCESS LINE TO BE ESTABLISHED BY SAID SPECIAL WARRANTY DEED AND RESERVATION OF EASEMENT AT A POINT 188.87 FEET PERPENDICULARLY DISTANT WESTERLY FROM THE CENTERLINE OF THE I-215 SOUTH ALIGNMENT OF SAID PROJECT NO. S-I215(139), OPPOSITE ENGINEER STATION 365+76.05, THENCE CONTINUING ALONG SAID NEW NON-ACCESS LINE TO BE ESTABLISHED BY SAID SPECIAL WARRANTY DEED AND RESERVATION OF EASEMENT AND THE ARC OF SAID CURVE 268.00 FEET TO THE WEST LINE OF SAID ENTIRE TRACT, THENCE DEPARTING SAID NEW NON-ACCESS LINE NORTH 00°00'14" EAST ALONG SAID WEST LINE 69.16 FEET TO THE EASTERLY LINE OF SAID ENTIRE TRACT WHICH POINT IS ALSO THE EXISTING WESTERLY RIGHT OF WAY AND NON-ACCESS LINE TO BE ABANDONED BY SAID SPECIAL WARRANTY DEED AND RESERVATION OF EASEMENT, INTERSTATE HIGHWAY I-215, KNOWN AS PROJECT NO. I-215-9(6)297, SAID POINT BEING 260.09 FEET PERPENDICULARLY DISTANT WESTERLY FROM THE CENTERLINE OF THE I-215 SOUTH ALIGNMENT OF SAID PROJECT NO. I-215-9(6)297, OPPOSITE ENGINEER STATION 369+02.20, AND A POINT ON A 774.72 FOOT RADIUS CURVE TO THE RIGHT, (NOTE: RADIUS BEARS SOUTH 60°25'47" WEST), THENCE ALONG SAID WESTERLY RIGHT OF WAY AND NON-ACCESS LINE TO BE ABANDONED BY SAID SPECIAL WARRANTY DEED AND RESERVATION OF EASEMENT THE FOLLOWING FIVE (5) COURSES: (1) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 1.62 FEET TO A POINT ON A 768.83 FOOT RADIUS CURVE TO THE RIGHT, (NOTE: RADIUS BEARS SOUTH 60°33'44" WEST), THENCE (2) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 93.41 FEET, THENCE (3) SOUTH 17°08'55" EAST 239.87 FEET, THENCE (4) SOUTH 06°35'15" EAST, 431.82 FEET, THENCE (5) SOUTH 03°35'13" EAST 553.96 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING:

A PART OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY IN SALT LAKE COUNTY, UTAH:

BEGINNING AT A POINT ON THE WEST LINE OF THE FRONTAGE ROAD ALONG THE WEST SIDE OF INTERSTATE HIGHWAY I-215 LOCATED 1304.94 FEET SOUTH 0°15'27" WEST ALONG THE QUARTER SECTION LINE; AND 1477.68 FEET SOUTH 89°44'33" EAST FROM THE NORTH QUARTER CORNER OF SAID SECTION 33; AND RUNNING THENCE SOUTHERLY ALONG THE ARC OF A 6984.50 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 316.34 FEET (CENTER BEARS SOUTH 85°14'21" WEST, CENTRAL ANGLE EQUALS 2°35'42" AND LONG CHORD BEARS SOUTH 3°27'48" EAST 316.31 FEET) ALONG SAID WEST LINE OF THE FRONTAGE ROAD;

THENCE SOUTH 87°35'01" WEST 150.54 FEET;
THENCE NORTH 5°27'53" WEST 257.62 FEET;
THENCE NORTH 0°14'42" EAST 57.27 FEET;
THENCE NORTH 86°55'13" EAST 155.81 FEET TO THE POINT OF BEGINNING.

PARCEL 6:

A PARCEL OF LAND SITUATE IN THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS 821.85 FEET SOUTH 89°58'40" EAST ALONG THE SECTION LINE AND 1026.09 FEET SOUTH FROM THE NORTH QUARTER CORNER OF SAID SECTION 33 AND RUNNING THENCE NORTH 89°55'52" EAST 43.40 FEET, THENCE NORTH 25.62 FEET, THENCE EAST 16.86 FEET, THENCE NORTH 56.05 FEET, THENCE EAST 23.58 FEET, THENCE NORTH 6.25 FEET, THENCE EAST 49.92 FEET, THENCE SOUTH 21.34 FEET, THENCE SOUTH 45°00'00" EAST 27.88 FEET, THENCE NORTH 45°00'00" EAST 12.91 FEET, THENCE EAST 17.72 FEET, THENCE NORTH 19.52 FEET, THENCE EAST 56.33 FEET, THENCE SOUTH 21.28 FEET, THENCE EAST 19.42 FEET, THENCE NORTH 38.03 FEET, THENCE EAST 50 FEET, THENCE NORTH 4.75 FEET, THENCE EAST 53.67 FEET, THENCE SOUTH 12.50 FEET, THENCE EAST 45.25 FEET, THENCE SOUTH 12.75 FEET, THENCE SOUTH 89°38'39" EAST 52.97 FEET, THENCE SOUTH 54.92 FEET, THENCE WEST 13.76 FEET, THENCE SOUTH 10.67 FEET, THENCE EAST 25.63 FEET, THENCE SOUTH 98.83 FEET, THENCE WEST 25.63 FEET, THENCE SOUTH 7.58 FEET, THENCE EAST 18.30 FEET, THENCE SOUTH 00°01'49" EAST 55.86 FEET, THENCE WEST 47.03 FEET, THENCE SOUTH 12.05 FEET, THENCE WEST 94.33 FEET, THENCE NORTH 12.08 FEET, THENCE WEST 52 FEET, THENCE NORTH 17.39 FEET, THENCE WEST 10.42 FEET, THENCE SOUTH 19.22 FEET, THENCE WEST 49 FEET, THENCE NORTH 7.83 FEET, THENCE WEST 47.00 FEET, THENCE NORTH 15.83 FEET, THENCE WEST 4.78 FEET, THENCE SOUTH 89°48'52" WEST 19.98 FEET, THENCE SOUTH 00°11'08" EAST 18.45 FEET, THENCE WEST 29.33 FEET, THENCE NORTH 00°15'05" EAST 60.71 FEET, THENCE NORTH 89°57'42" WEST 77.74 FEET, THENCE NORTH 26.22 FEET, THENCE WEST 31.67 FEET, THENCE NORTH 00°22'40" EAST 66.04 FEET TO THE POINT OF BEGINNING.

AND ALSO EXCEPT:

LOT 4 of Valley Fair Lots 3 & 4 Subdivision, according to the official plat thereof on file and of record in Salt Lake County Recorder's Office at Book 2022P Page 010.

EXHIBIT "B"
to Supplemental Declaration of Covenants and Restrictions

Legal Description of the Cafe Rio Parcel

LOT 4 of Valley Fair Lots 3 & 4 Subdivision, according to the official plat thereof on file and of record in Salt Lake County Recorder's Office at Book 2022P Page 010.

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 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</p>

<u>TENANT</u>	<u>EXCLUSIVE</u>
	<p>achange.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>
<p>Bed Bath & Beyond</p>	<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 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.]</p>
<p>Café Zupas</p>	<p>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</p>

<u>TENANT</u>	<u>EXCLUSIVE</u>
	<p>"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, 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>
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 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.</p>
CupBop	<p>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</p>

<u>TENANT</u>	<u>EXCLUSIVE</u>
	fast-casual restaurant whose primary business is the sale of Korean food (" <u>Exclusive Use</u> "). 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.
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.
Fanzz	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 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. 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."
Five Below	Landlord shall not execute any lease for premises located within the Shopping Center to any other "Competitive Store". A "Competitive Store" shall mean the business operation of a tenant whose primary

<u>TENANT</u>	<u>EXCLUSIVE</u>
	<p>business is the sale of teen and pre-teen variety and general merchandise (excluding clothing, accessories, fashion items and footwear) at price points that are primarily Ten Dollars (\$10.00) and less. For the avoidance of doubt, a "Dollar Tree" as such retailer typically operates in the State of Utah is not a Competitive Store. The exclusive use is not applicable to (i) any premises containing fifteen thousand (15,000) or more square feet of floor area, (ii) any tenants or occupants under leases (including extensions thereof) entered into prior to the execution of the Five Below Lease, (iii) any retail concept similar to Charming Charlie's, Claire's or Justice, (iv) a retailer of one principal category of merchandise such as an electronic store, book store, toy store, clothing store, drug store, video store, convenience store or any other operations devoting seventy-five percent (75%) of its sales floor are to the sale of one principal category of merchandise, (v) a store which principally (75% or more sales) consist of apparel such as H&M and F-21/F-21 Red, or (vi) any portion of the Shopping Center not owned by Landlord or an affiliate of Landlord as of the date the Five Below Lease is executed.</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>
H&R Block	<p>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 ("<u>Exclusive Use</u>"). 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.</p>
Hobby Lobby	<p>Section 7.3. Subject only to the Existing Permitted Uses, and</p>

<u>TENANT</u>	<u>EXCLUSIVE</u>
	<p>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.</p>
Hong Kong Banjum	<p>Article 16D. Except for the premises occupied by a "Major Tenant" (as defined in Article 19D) 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 portion of the Shopping Center labeled as the "Exclusive Area" on the Site Plan to a tenant or occupant who will use such premises primarily for (i.e., more than fifty percent (50%) of the Floor Area is devoted to or more than fifty percent (50%) of Gross Sales are derived from) a fast-casual ramen or noodle themed restaurant.</p>
Jimmy John's	<p>Section 7.03 Exclusive. 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 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</p>

<u>TENANT</u>	<u>EXCLUSIVE</u>
	<p>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>
Larry H. Miller Theatres	<p>Section 2.02. (l) <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 any request by such dollar/discount Cinemark theatre tenant to expand the existing Cinemark premises.</p>
Olive Garden	<p>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 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.</p>

<u>TENANT</u>	<u>EXCLUSIVE</u>
PETCO	<p>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.</p>
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 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.</p>
Tricked Out Accessories	<p>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</p>

<u>TENANT</u>	<u>EXCLUSIVE</u>
	<p>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.</p>
<p>ULTA Salon</p>	<p>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 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</p>

<u>TENANT</u>	<u>EXCLUSIVE</u>
	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, 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.
Waffle Luv	Article 16D. Except for the premises occupied by a "Major Tenant" (as defined in Article 19D) 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 as the "Exclusive Zone") on the Site Plan to a tenant or occupant who will use such premises primarily for (i.e., more than fifty percent (50%) of the Floor Area is devoted to or more than fifty percent (50%) of Gross Sales are derived from) the sale of waffles.
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

EXHIBIT "C-1"
to Supplemental Declaration of Covenants and Restrictions

Prohibited Uses

<u>TENANT</u>	<u>PROHIBITED USE</u>
All Star Bowling	None.
Bank of America	None.
Bath & Body Works	Section 14.4. Operation of Shopping Center. Landlord shall at all times during the Term operate the Shopping Center in a first-class manner, and shall not permit any tenant or occupant in the Shopping Center to create or continue any nuisance, disturbance or other condition in the Shopping Center which may adversely affect Tenant or its enjoyment of the Demised Premises or the common areas.
Bed Bath & Beyond	<p>Section 13.2.1. Landlord shall construct, lease, operate, maintain and manage the Shopping Center as a first-class shopping center comparable to other first-class shopping centers in the state in which the Shopping Center is located. Subject to the rights of tenants under the Existing Leases, Landlord shall not lease, rent or occupy or permit to be occupied any portion of the Shopping Center for any of the "Prohibited Uses" (as set forth in Exhibit M hereto annexed) provided that Tenant agrees that the parcel of land described as Parcel 13 on Exhibit A and designated as "Dirt Lot-Mall Property" on Exhibit B shall only be subject to certain Prohibited Uses as indicated on Exhibit M.</p> <p>Exhibit M.</p> <p>As used in this Lease, the term "Prohibited Uses" shall mean any of the following uses, all of which are subject to the rights of tenants under the Existing Leases:</p> <p>(1) Any use which emits or results in strong, unusual or offensive odors, fumes, dust or vapors, is a public or private nuisance, emits noise or sounds which are objectionable due to intermittence, beat, frequency, shrillness or loudness, creates a hazardous condition, or is used, in whole or in part, as or for warehousing or the dumping or disposing of garbage or refuse.</p> <p>(2) Any operation primarily used as a storage facility and any assembling, manufacturing, distilling, refining, smelting, agricultural, or mining operation;</p>

<u>TENANT</u>	<u>PROHIBITED USE</u>
	<p>(3) Any "second hand" store, "surplus" store provided that, except as otherwise prohibited by Item (38) below, the foregoing shall not prohibit one (1) store commonly operated in first class shopping centers in the State of Utah of the type currently operated under the trade names Plato's Closet or Scholar Shop);</p> <p>(4) Any mobile home park, trailer court, labor camp, junkyard, or stockyard (except that this provision shall not prohibit the temporary use of construction trailers during periods of construction, reconstruction, or maintenance);</p> <p>(5) Any dumping, disposing, incineration, or reduction of garbage (exclusive of existing trash compactors or trash containers [and their replacements] servicing tenants of the Shopping Center);</p> <p>(6) Any fire sale, bankruptcy sale (unless pursuant to a court order), auction house operation, fictitious going-out-of-business sale, lost-our-lease sale or similarly advertised event;</p> <p>(7) Any central laundry, dry cleaning plant, or laundromat (except that a dry cleaner that performs all dry cleaning outside the Shopping Center shall be permitted, so long as its on-site premises are located more than 150 feet away from the Premises);</p> <p>(8) Any automobile, truck, trailer, boat, or recreational vehicle sales, leasing, display or body shop repair operation except in the area designated as the "Promotional Area" on Exhibit B;</p> <p>(9) Any bowling alley or skating rink, except that a bowling facility of the type operated in first class shopping centers (such as that currently operated under the Big Al's or Fat Cats trade names) shall be permitted on the East side of the Shopping Center (as indicated on the sketch attached hereto as page M-5) provided such facility is not located within 500 feet of any portion of the Premises;</p> <p>(10) Any live performance theater, auditorium, meeting hall, sporting event, or other entertainment use except in connection with the typical operations of the movie theaters described in Item (34) below;</p> <p>(11) Any living quarters, sleeping apartments, or lodging rooms;</p> <p>(12) Any veterinary hospital or animal raising or boarding facilities</p>

<u>TENANT</u>	<u>PROHIBITED USE</u>
	<p>(except to the extent permitted in Item (31) below);</p> <p>(13) Any mortuary or funeral home;</p> <p>(14) Any "Pornographic Use", which shall include, without limitation: (x) a store displaying for sale or exhibition books, magazines or other publications containing any combination of photographs, drawings or sketches of a sexual nature, which are not primarily scientific or educational [provided, however, that the sale of books, magazines and other publications by a national bookstore of the type normally located in first-class shopping centers in the State in which the Shopping Center is located (such as, for example, Borders and Barnes & Noble, as said stores currently operate) shall not be deemed a "pornographic use" hereunder]; or (y) a store offering for exhibition, sale or rental video cassettes or other medium capable of projecting, transmitting or reproducing, independently or in conjunction with another device, machine or equipment, an image or series of images, the content of which has been rated or advertised generally as NC-17 or "X" or unrated by the Motion Picture Rating Association, or any successor thereto [provided, however, that the sale or rental of such videos by a national video store of the type normally located in first-class shopping centers in the State in which the Shopping Center is located (such as, for example, Blockbuster or West Coast Video, as said stores currently operate) shall not be deemed a "pornographic use" hereunder]; or massage parlor [except for therapeutic massages given in connection with the operation of a day spa or health club which may otherwise be permitted under this Exhibit M];</p> <p>(15) Any so-called "head shop", or other establishment primarily selling or exhibiting drug-related paraphernalia;</p> <p>(16) Any bar, tavern, or other establishment selling alcoholic beverages for on-or off-premises consumption, except as incidental to a permitted restaurant as described in Item (35) below, and provided that not more than fifty percent (50%) of the gross sales from such permitted restaurant are from the sale of alcoholic beverages, provided, further however, that Tenant shall be permitted to sell, on an incidental basis, alcoholic beverages for off-premises consumption, subject to applicable Legal Requirements;</p> <p>(17) Any catering or banquet hall except as incidental to a movie theater permitted pursuant to Item (34) below;</p>

<u>TENANT</u>	<u>PROHIBITED USE</u>
	<p>(18) Subject to any operations existing as of the Effective Date, any flea market, amusement or video arcade, pool or billiard hall, night club, discotheque, or dance hall provided that the foregoing shall not prohibit amusement or video machines which are incidental to another permitted use or the playing of music in restaurants permitted pursuant to Item (34);</p> <p>(19) Any training or education facility, including but not limited to: beauty schools, barber colleges, reading rooms, places of instruction or other operations catering primarily to students or trainees rather than to customers; provided, however, this prohibition shall not be applicable to (i) on-site employee training by an Occupant incidental to the conduct of its business at the Shopping Center or (ii) a tutoring facility of the type operated in first class shopping centers (such as that currently operated under the Kumon trade name) provided such facility is not located within 300 feet of any portion of the Premises;</p> <p>(20) Any gambling facility or operation, including but not limited to: off-track or sports betting parlor; table games such as black-jack or poker; slot machines; video poker/black-jack/keno machines or similar devices; or bingo hall. Notwithstanding the foregoing, this prohibition shall not apply to governmental sponsored gambling activities, or charitable gambling activities, so long as such governmental and/or charitable activities are incidental to the business operation being conducted by the Occupant;</p> <p>(21) Any unlawful use;</p> <p>(22) Any pawn shop, check-cashing store, gun shop, or tattoo parlor;</p> <p>(23) Any church or other place of religious worship;</p> <p>(24) Subject to any operations existing as of the Effective Date (including without limitation the gas fueling station operated by Costco), any car wash, automobile repair shop, or any business servicing motor vehicles in any respect, including, without limitation, any quick lube oil change service, tire center or gasoline or service station or facility except on any outparcels in the Shopping Center;</p> <p>(25) Any carnival, amusement park or circus except in the Promotional Area shown on Exhibit B;</p> <p>(26) Any medical clinics except that one (1) urgent care facility shall be</p>

<u>TENANT</u>	<u>PROHIBITED USE</u>
	<p>permitted as long as it is not located within 200 feet of any portion of the Premises; and the foregoing restriction shall not be deemed to prohibit a medical office otherwise permitted under Item (28) below which offers incidental clinical services;</p> <p>(27) Any supermarket within 500 feet of any portion of the Premises (except that an upscale, boutique-type food store shall be permitted to be located within the Premises);</p> <p>(28) Any office use, other than: (x) office space used in connection with and ancillary to a permitted retail use hereunder; and (y) retail offices providing services commonly found in similar first-class shopping centers in the Salt Lake City metropolitan area (for example, medical, financial services, real estate brokerage, insurance agency, banking, travel agency), provided that such uses are located at least 200 feet away from any portion of the Premises and otherwise on the East side of the Shopping Center (as indicated on the sketch attached hereto as page M-5), and not more than 12,000 square feet of Floor Area in the Shopping Center, in the aggregate, shall be devoted to such uses;</p> <p>(29) hotel/motel;</p> <p>(30) daycare center;</p> <p>(31) veterinary office, except as may be incidental to a permitted full-line pet and pet supply store such as a Petco located at least 100 feet away from the Premises (except that a full-line pet and pet supply store shall be permitted to be located within the Premises); such occupant shall use reasonable efforts to prevent its customers from allowing their pets to urinate or defecate in the Common Areas and will promptly remove any "dog dirt" from in front of the Premises; no pet or pet supply store shall be located within 100 feet of the Premises;</p> <p>(32) children's entertainment or activity facility (such as "Discovery Zone", or "Chuck E. Cheese's") within 200 feet of any portion of the Premises;</p> <p>(33) karate center within 200 feet of any portion of the Premises;</p> <p>(34) movie theater other than the two (2) existing movie theaters in their current locations or replacements thereof in such locations;</p> <p>(35) restaurant serving meals for on- or off-premises consumption within</p>

<u>TENANT</u>	<u>PROHIBITED USE</u>
	<p>200 feet of any portion of the Premises provided that existing restaurants within such 200 foot radius shall be permitted to be replaced from time to time in the same (or substantially the same) locations;</p> <p>(36) beauty parlor or nail salon within 200 feet of any portion of the Premises;</p> <p>(37) health spa, exercise facility or similar type business within 500 feet of any portion of the Premises; or</p> <p>(38) a store primarily selling merchandise which is classed as "odd lot", "close out", "clearance", "discontinued", "cancellation", "second", "factory reject", "sample", "floor model", "demonstrator", "obsolescents", "over stock", "distressed", "bankruptcy", "fire sale", or "damaged", such as, for example, "Grossman's Bargain Outlet", "Contractor's Warehouse", "Big Lots", "Liquidation World", or "Odd Job"; the retailer commonly known as "Christmas Tree Shops" shall be deemed not to violate the foregoing restriction.</p> <p>Notwithstanding the foregoing, the parcel of land described as Parcel 13 on Exhibit A and 6 designated as "Dirt Lot-Mall Property" on Exhibit B shall only be subject to Items 1,2,4,5, 14, 15 and 21 above.</p>