

Recording requested by:
First American Title Insurance
NCS 1038933

After recording return to:

Troutman Pepper
11682 El Camino Real, Suite 400
San Diego, CA 92130
Attention: Randal J. Lejuwaan

Tax Serial Numbers:
10-271-0001, 10-271-0002,
10-070-0092, 10-271-0003,
10-271-0004, 10-070-0021

**SECOND AMENDMENT TO
RESTRICTION AGREEMENT
AND GRANT OF EASEMENTS**

THIS SECOND AMENDMENT TO RESTRICTION AGREEMENT AND GRANT OF EASEMENTS (this "**Second Amendment**") is made as of May 14, 2021 (the "**Second Amendment Date**"), by and among HOME DEPOT U.S.A., INC., a Delaware corporation ("**Home Depot**"); SERVICE MORTGAGE CORPORATION, a Utah corporation, BARLOW CORPORATION, a Utah corporation, DEBRA BARLOW, BONNIE B. RILEY AND JENNIFER E. BARLOW, TRUSTEES OF THE DUNCAN BARLOW TRUST, dated August 13, 2018, and STEWART E. BARLOW (collectively, the "**Barlow Entities**") and YOUNG FAMILY RACING PROPERTIES, LTD., a Utah limited partnership ("**Young**"), with reference to the following facts:

RECITALS

A. Home Depot, Barlow Entities and Young are subject to that certain Restriction Agreement and Grant of Easements dated January 14, 2005 and recorded in the official records of Davis County, Utah (the "**Records**") on November 15, 2005 as Entry No. 2122537 in Book 3912, Pages 216-269, as amended by that certain First Amendment to Restriction Agreement and Grant of Easements dated November 9, 2006 and recorded in the Records on September 10, 2007 as Entry No. 2304631 in Book 4363, Pages 496-501 (collectively, the "**RAGE**"). All capitalized terms not defined herein shall have the meanings set forth in the RAGE.

B. Prior to the Second Amendment Date, Barlow Entities conveyed the Landowner Parcel to Young. As part of the conveyance of the Landowner Parcel to Young, Young became the Consenting Owner of the Landowner Parcel as provided in Section 1.3(j) of the RAGE.

C. Barlow Entities are the Owner of Outparcel 4.

D. Home Depot is under contract to sell a portion of the Home Depot Parcel to a third party ("**HD Main Street Parcel Buyer**"), which portion is described on **Exhibit E** attached hereto and incorporated herein (the "**HD Main Street Parcel**").

E. As of the Second Amendment Date, Home Depot and Young are the Consenting Owners as set forth in the RAGE. Pursuant to Section 14.5 of the RAGE, the RAGE may be amended by the Consenting Owners.

F. Home Depot and Landowner have agreed to amend the RAGE as set forth in this Second Amendment.

NOW, THEREFORE, Home Depot and Landowner hereby agree that the RAGE shall be amended and modified in the following respects:

1. **Landowner.** Young and the Barlow Entities acknowledge and agree that, upon conveyance of the Landowner Parcel to Young, Young was deemed to be the Landowner under the RAGE and the Consenting Owners shall only be Home Depot and Young.

2. **HD Main Street Parcel.** Upon conveyance of the HD Main Street Parcel to HD Main Street Parcel Buyer, (a) the Site Plan is hereby revised to incorporate the changes to the HD Main Street Parcel as set forth on **Exhibit F** attached to this Second Amendment and incorporated herein; (b) the term "Building Area" shall include the portion of the HD Main Street Parcel as depicted on **Exhibit F** as the "**Bld. Area**"; (c) the HD Main Street Parcel shall be a Parcel (as such term is used in the Agreement) and all references in the Agreement to Home Depot Parcel shall not include the HD Main Street Parcel; and (d) the HD Main Street Parcel Buyer shall be deemed to be the Owner of the HD Main Street Parcel.

3. **Consent to Use of HD Main Street Parcel.** Home Depot and Landowner hereby agree that the HD Main Street Parcel may be used as a drive-through coffee shop, including for the sale of coffee, blended drinks, smoothies, or energy drinks, and other activities related thereto, or for any other lawful use that does not violate any restrictive covenants and exclusive uses that affect the Shopping Center and that are contained in the RAGE or any other recorded covenants recorded against the HD Main Street Parcel.

4. **Signage.** Subject to the prior approval of Home Depot (which approval will not be unreasonably withheld, conditioned or delayed), Home Depot and Landowner hereby agree that the HD Main Street Parcel Buyer may construct upon the HD Main Street Parcel a free-standing, permanent sign structure for use by the owner or occupant of the HD Main Street Parcel.

5. **Consent to Access Utilities.** Landowner hereby consents to the HD Main Street Parcel Buyer connecting to existing sewer facilities located within the property owned by Landowner.

6. **Landowner Site Plan.** Home Depot hereby approves the site plan for the Landowner Parcel attached to this Second Amendment as **Exhibit G** and incorporated herein, and the Site Plan is hereby revised to incorporate the changes to the Landowner Parcel as set forth on **Exhibit G**. Additionally, the term "Building Area" shall include the portion of the Landowner Parcel as depicted on **Exhibit G** as the "**Building Area**". Notwithstanding anything to the contrary set forth herein, in no event shall any development or construction on the Landowner Parcel interfere with the Drainage Pond and/or the Drainage System located on the Landowner Parcel.

7. **Consent to Use of Landowner Parcel.** The Consenting Owners hereby agree that the Landowner Parcel may be used as a general business office and warehouse, including the storage and distribution of auto parts (provided no direct to consumer sale of auto parts shall be permitted), and other activities related thereto, or for any other lawful use that does not violate any restrictive covenants and exclusive uses that affect the Shopping Center and that are contained in the RAGE or any other recorded covenants recorded against the Landowner Parcel. The Landowner Parcel may not be used for any business or space, including, without limitation, any facilities such as lockers, outposts, pods, dedicated floor or parking spaces or similar drop off/pick up locations or facilities, whose primary purpose is to display a broad general selection of goods and merchandise (i.e., not a store or business specializing in one or more specific types or categories of merchandise) that may be purchased via catalogue or an internet website or other electronic means by the end consumer and/or to fulfill, store, deliver, transfer, convey or otherwise distribute or receive such a broad general selection of goods and merchandise that have been purchased via catalogue or an internet website or other electronic means by the end consumer.

8. **Building Height on Landowner Parcel.** The following is hereby added to the end of Section 2.3(d) of the RAGE:

"Notwithstanding the foregoing, the initial Building located on the Landowner Parcel shall not exceed a building height of fifty feet (50') inclusive of Embellishments; provided, however, if the building located on the Landowner Parcel is completely demolished, the building height maximum on the Landowner Parcel shall be the greater of (1) thirty-five feet (35') inclusive of Embellishments or (2) the height of the Building on the Home Depot Parcel, inclusive of Embellishments."

9. **Parking on the Landowner Parcel.** The following is hereby added to the end of Section 4.1(a) of the RAGE:

"Notwithstanding the foregoing, the Building located on the Landowner Parcel is used for office and/or warehouse, the parking area on the Landowner Parcel shall contain sufficient ground level parking in order to comply with the following minimum requirement without reliance on parking spaces located on any other Parcel: (1) one (1) parking space for each one thousand (1,000) square feet of Floor Area for warehouse use and (2) 4.4 parking spaces for each one thousand (1,000) square feet of Floor Area for office use. Additionally, the Owner of the Landholder Parcel shall not permit the occupancy of the Building on the Landowner Parcel to exceed the number of parking spaces located on the Landholder Parcel."

10. **Permanent Drive Areas.** The Owner, Occupants and Permittees of the Landowner Parcel shall not be entitled to use the Permanent Drive Areas for any reason, including, without limitation any vehicular or pedestrian use to access the Landowner Parcel. Prior to opening any building on the Landowner Parcel for business, the Owner of the Landowner Parcel shall cause a fence to be constructed (at a minimum of 5' high) in the location between the Landowner Parcel and the Permanent Drive Area located to the east of the Landowner Parcel as shown on Exhibit G as "Fence" (the "**Landowner Parcel Fence**"). The Owner of the Landowner Parcel shall cause the Landowner Parcel Fence to be maintained, repaired and replaced in a first-class manner. A portion of the Permanent Drive Area is located on the Landowner Parcel on the east side of the Landowner Parcel Fence. Since the Owner, Occupants and Permittees are not permitted to use the Permanent Access Drive, the Owner of the Home Depot Parcel shall be responsible for maintaining, repairing and replacing the Permanent Access Drive located on the Landowner Parcel located to the east of the Landowner Parcel Fence.

11. **Additional Property.** The second sentence of Section 1.3(a) of the RAGE is hereby deleted in its entirety and replaced with the following:

"If, at any time, there is shared access or cross easements (whether or not of record) between the Additional Property and Outparcel 4 (Lot 4), then that portion of the Additional Property which is subject to such shared access or cross easements with Outparcel 4 (Lot 4) shall automatically (without further action by any Party) be subject to all the terms, conditions and restrictions of this Agreement and shall be deemed an "Outparcel" for all purposes hereunder. For the avoidance of doubt, if the Additional Property is hereafter subdivided, any subdivided lot on the Additional Property that does not share access or cross easements with Outparcel 4 (Lot 4) shall not be subject to the terms, conditions and restrictions of this Agreement."

12. **Main Street Parcels.** Section 5.3 of the RAGE is hereby deleted in its entirety and shall have no further force or effect.

13. **Review Fee.** The first sentence of Section 2.7(a) of the RAGE is hereby deleted in its entirety and replaced with the following:

"Before any action requiring the Consenting Owners' approval is commenced, sufficient information shall be sent to the Consenting Owners to enable the Consenting Owners to make a decision as to the proposal, together with a review fee equal to an amount to cover the legal fees and third party consultants that will be incurred by such requested Consenting Owner as reasonably estimated by such requested Consenting Owner (but in no event to exceed \$5,000.00)."

14. **Counterparts.** This Second Amendment may be executed in one or more counterparts.
15. **Full Force and Effect.** Except as herein amended hereby, the RAGE shall continue in full force and effect as written.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Home Depot and Landowner, together comprising all Consenting Owners, have caused this Second Amendment to be executed and delivered as of the Second Amendment Date.

HOME DEPOT U.S.A., INC.,
a Delaware corporation

By: Suzanne Russo
Name: Suzanne Russo
Its: Assistant General Counsel

STATE OF GEORGIA

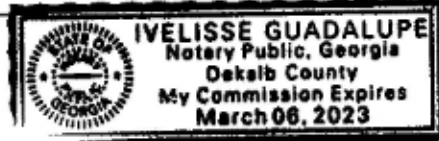
COUNTY OF COBB

The foregoing instrument was acknowledged before me this 15th day of June, 2021, by Suzanne Russo, the Asst General Counsel of Home Depot U.S.A., Inc., a Delaware corporation.

My Commission Expires:

March 06, 2023

Ivelisse Guadalupe
Notary Public
Residing at: Atlanta Georgia



[SIGNATURES CONTINUE ON FOLLOWING PAGE]

SERVICE MORTGAGE CORPORATION,
a Utah corporation

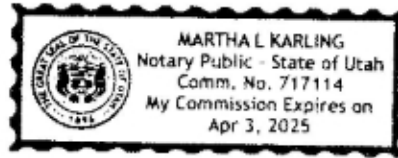
By: [Signature]
Name: STEWART E BARLOW
Its: PRESIDENT

STATE OF UT
COUNTY OF Davis

The foregoing instrument was acknowledged before me this 04 day of May, 2021, by Stewart Barlow, the President of Service Mortgage Corporation, a Utah corporation.

My Commission Expires:
April 3, 2025

[Signature]
Notary Public
Residing at: Davis Co



[SIGNATURES CONTINUE ON FOLLOWING PAGE]

BARLOW CORPORATION
a Utah corporation

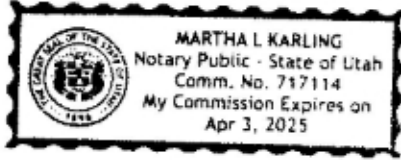
By: [Signature]
Name: JENNIFER E BARLOW
Its: PRESIDENT

STATE OF UT
COUNTY OF Davis

The foregoing instrument was acknowledged before me this 24 day of May, 2021, by Jennifer Barlow, the President of Barlow Corporation, a Utah corporation.

My Commission Expires:
Apr 13, 2025

[Signature]
Notary Public
Residing at: Davis Co.



THE DUNCAN BARLOW TRUST DATED AUGUST 13, 2018

By: [Signature]
Debra Barlow, Trustee

By: [Signature]
Bonnie B. Riley, Trustee

By: [Signature]
Jennifer E. Barlow, Trustee

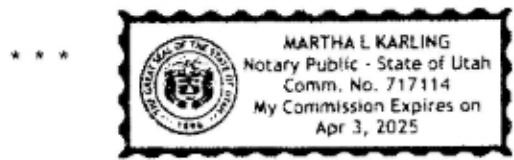
STATE OF UT

COUNTY OF Davis

The foregoing instrument was acknowledged before me this 24 day of May, 2021, by Debra Barlow, the Trustee of The Duncan Barlow Trust dated August 13, 2018.

My Commission Expires:
April 3, 2025

(Martha) A. Karling
Notary Public
Residing at: Davis Co



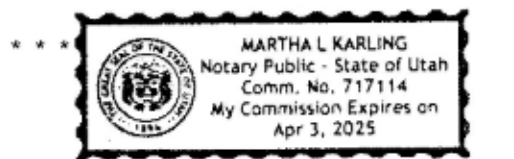
STATE OF UT

COUNTY OF Davis

The foregoing instrument was acknowledged before me this 24 day of May, 2021, by Bonnie Riley, the Trustee of The Duncan Barlow Trust dated August 13, 2018.

My Commission Expires:
April 3, 2025

(Martha) A. Karling
Notary Public
Residing at: Davis Co



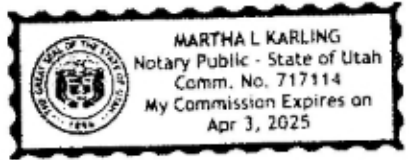
STATE OF UT

COUNTY OF Davis

The foregoing instrument was acknowledged before me this 24 day of May, 2021, by Jennifer Barlow, the Trustee of The Duncan Barlow Trust dated August 13, 2018.

My Commission Expires:
April 3, 2025

(Martha) A. Karling
Notary Public
Residing at: Davis Co




STEWART E. BARLOW

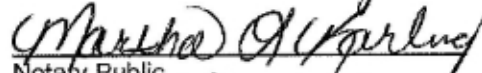
STATE OF UT

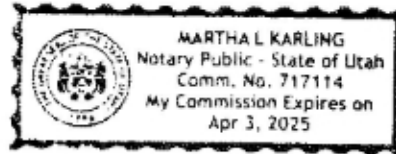
COUNTY OF Davis

The foregoing instrument was acknowledged before me this 04 day of May, 2021, by Stewart E. Barlow.

My Commission Expires:

April 3, 2025


Notary Public
Residing at: Davis Co.



YOUNG FAMILY RACING PROPERTIES, LTD.,
a Utah limited partnership

By: Young Family Raceway Management, LLC,
a Utah limited liability company
its General Partner

By: SWY, L.L.C.,
a Utah limited liability company
its Manager

By: [Signature]
Spencer W. Young, its Manager

STATE OF Utah

COUNTY OF Davis

The foregoing instrument was acknowledged before me this 10th day of May, 2021, by
Spencer W. Young, the Manager of SWY, L.L.C., a Utah limited liability company, as the Manager of
Young Family Raceway Management, LLC, a Utah limited liability company, as the General Partner of
Young Family Racing Properties Ltd., a Utah limited partnership.

My Commission Expires:

7/15/2023

[Signature]
Notary Public
Residing at: Syracuse, UT

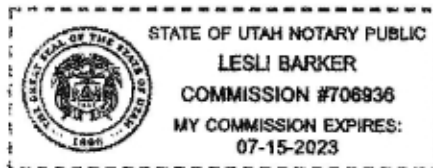


EXHIBIT E

LEGAL DESCRIPTION OF HD MAIN STREET PARCEL

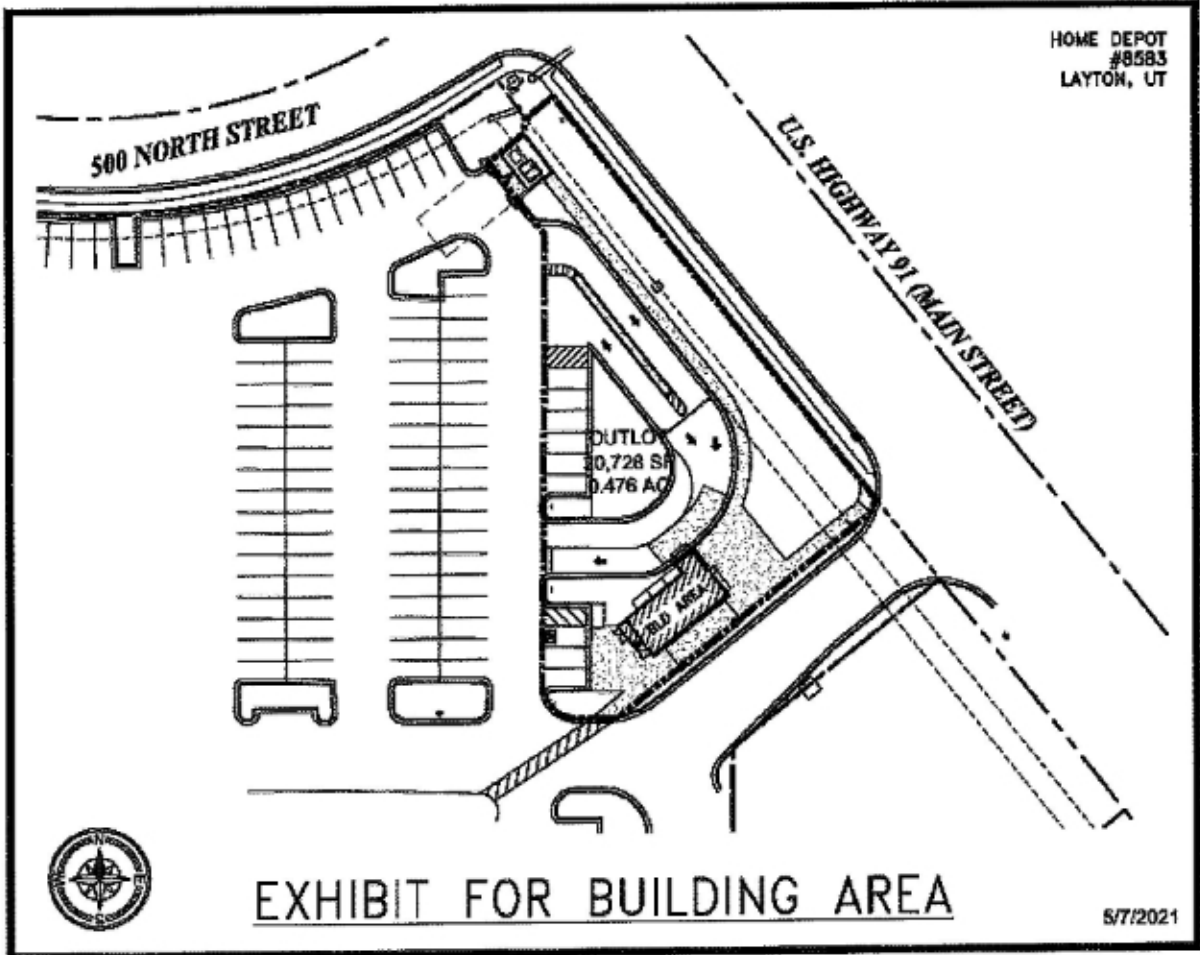
A PART OF LOT 1, BARLOW RETAIL SUBDIVISION (ENTRY NO. 2160459), ON FILE IN THE DAVIS COUNTY RECORDER'S OFFICE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PART OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S SURVEY, LAYTON CITY, DAVIS COUNTY, UTAH:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1 AND THE WESTERLY RIGHT-OF-WAY LINE OF U.S HIGHWAY 91 (MAIN STREET), SAID POINT BEING 133.18 FEET SOUTH 0°10'20" WEST ALONG THE QUARTER SECTION LINE AND 1433.27 FEET SOUTH 89°49'40" EAST FROM THE CENTER OF SAID SECTION 20; AND RUNNING THENCE SOUTH 38°33'20" EAST 220.09 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE; THENCE SOUTH 51°26'40" WEST 144.05 FEET; THENCE SOUTH 89°55'23" WEST 31.44 FEET; THENCE NORTH 0°29'22" EAST 203.70 FEET; THENCE NORTH 38°02'09" WEST 38.13 FEET; THENCE NORTH 52°03'48" EAST 20.77 FEET; THENCE NORTH 5°11'45" EAST 6.13 FEET TO A POINT ON THE NORTHERLY LINE OF SAID BARLOW RETAIL SUBDIVISION; THENCE NORTH 51°26'40" EAST 15.00 FEET ALONG SAID NORTHERLY LINE TO THE NORTHEAST CORNER OF SAID LOT 1 AND SAID WESTERLY RIGHT-OF-WAY LINE AND THE POINT OF BEGINNING.

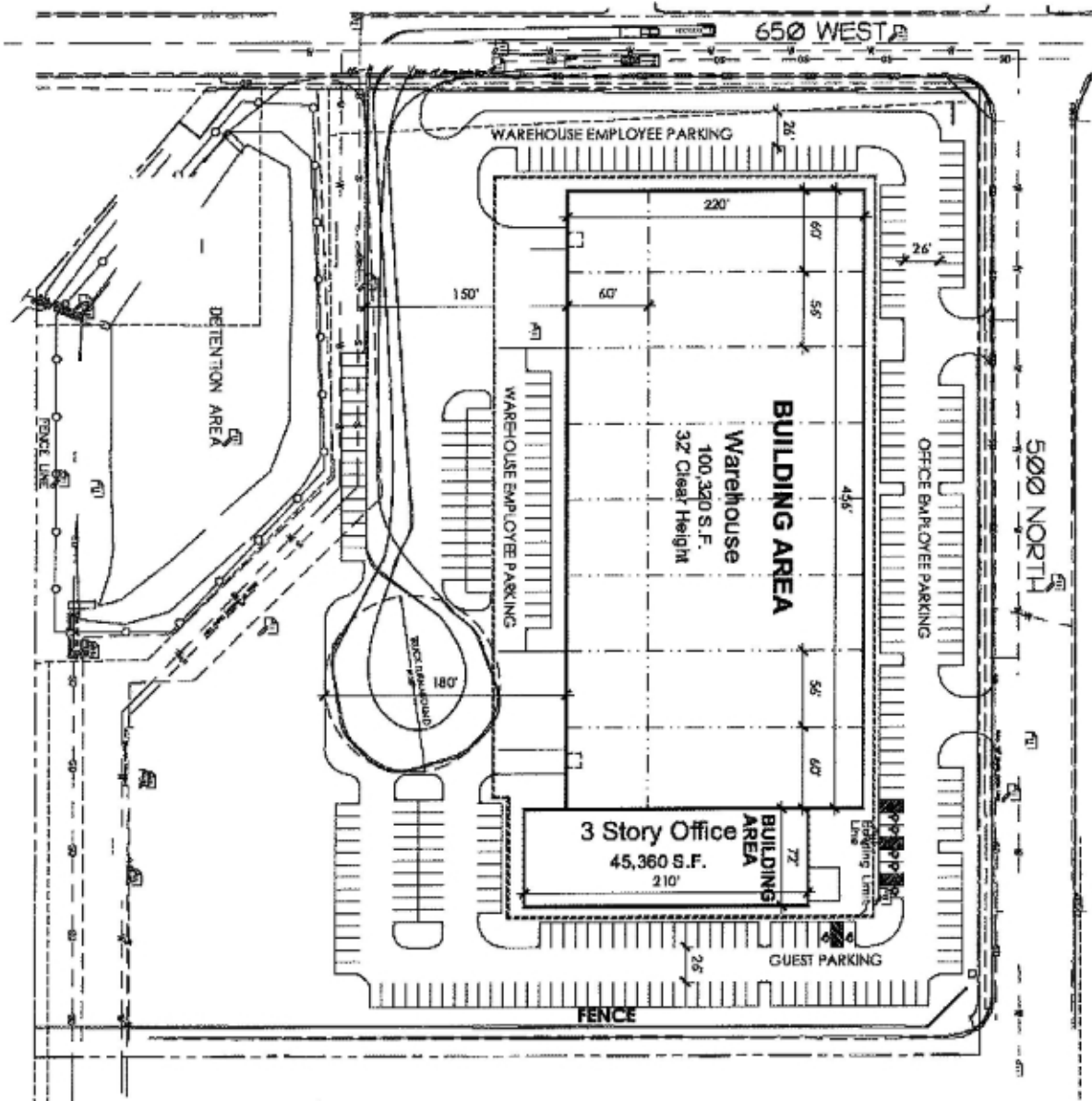
CONTAINS 21,193 SQ.FT. OR 0.487 ACRES

EXHIBIT F
SITE PLAN FOR HD MAIN STREET PARCEL



3392389
BK 7784 PG 205

EXHIBIT G
SITE PLAN FOR LANDOWNER PARCEL
[ATTACHED]



PARKING/BUILDING DATA

BUILDING	145,080 SF.
TOTAL PARKING	300 SPACES
	2,081,000 S.F.
OFFICE - 3 Story	45,360 SF.
TOTAL PARKING	200 SPACES
	4,421,000 S.F.
WAREHOUSE	100,320 SF.
TOTAL PARKING	100 SPACES
	11,000 S.F.
PARKING STALLS ARE 9'X36'	
BUILDING HEIGHT TOP OF PARAPET - 80'	