

COURTESY RECORDING  
NO TITLE LIABILITY

13019122  
6/28/2019 10:18:00 AM \$86.00  
Book - 10797 Pg - 3555-3576  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
FIRST AMERICAN TITLE AZ  
BY: eCASH, DEPUTY - EF 22 P.

WHEN RECORDED, PLEASE MAIL TO:

Vestar Gateway, LLC  
Attention: General Counsel  
2425 E. Camelback Road, Suite 750  
Phoenix, Arizona 85016

Affects the following parcels:

Space above for Recorder's use.

(Tax Parcel Nos. 15-01-177-014, 15-01-177-003, 15-01-177-010)  
(Tax Parcel Nos. 15-01-177-012, 15-01-177-008, 15-01-131-017)  
(Tax Parcel Nos. 15-01-131-002, 15-01-131-003, 15-01-131-007)  
(Tax Parcel Nos. 15-01-131-008, 15-01-185-006, 15-01-130-001)  
(Tax Parcel Nos. 08-36-376-016, 08-36-376-015)  
(Tax Parcel No. 08-36-376-041)  
(Tax Parcel Nos. 08-36-376-045; 08-36-376-047; 08-36-376-048; 08-36-376-049; 08-36-376-051; 08-36-376-052)  
(Tax Parcel Nos. 08-36-376-040; 08-36-376-043; 08-36-376-046; 08-36-376-050)

**SECOND AMENDMENT TO  
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS (the "**Amendment**") is executed this 27 day of June, 2019, by and among GATEWAY ASSOCIATES, LTD., a Utah limited partnership ("**Gateway Ltd.**"), GATEWAY OFFICE 4, L.C., a Utah limited liability company ("**Office 4**"), VESTAR GATEWAY, LLC, a Delaware limited liability company ("**Vestar Gateway**"), GATEWAY HP, LLC, a Delaware limited liability company ("**Gateway HP**"), BCAL GATEWAY PROPERTY, LLC, a Delaware limited liability company ("**Beacon**"), and FIELDING GROUP, LLC, a Utah limited liability company ("**Fielding**"). Capitalized terms used herein shall have the meaning given such terms in the Declaration, as that term is defined below, unless otherwise stated herein.

RECITALS

A. Whereas, Gateway Ltd. and Gateway Retail Holdings, L.C., a Utah limited liability company, executed and caused to be recorded that certain Declaration Of Covenants, Restrictions And Easements dated May 5, 2005 and recorded May 6, 2005 as Entry No. 9370292 in Book 9128, commencing at Page 605 of the official records of the Salt Lake County Recorder, as amended by that certain Amendment to Declaration of Covenants, Restrictions and Easements recorded May 31, 2005 as Entry No. 9390612, in Book 9137, commencing at Page 7862 of the official records of the Salt Lake County Recorder (collectively, the "**Declaration**").

B. Whereas, Vestar Gateway is the current Owner of the real property more particularly described on Exhibit A-1 attached hereto, which is a portion of the Retail Phase 1 Parcels, which is subject to the Declaration.

C. Whereas, Gateway Ltd. is the current Owner of the real property more particularly described on Exhibit A-2 attached hereto, which is a portion of the Retail Phase 2 Parcels and are subject to the Declaration.

D. Whereas, Office 4 is the current Owner of the real property more particularly described on Exhibit A-3 attached hereto, which is a portion of the Retail Phase 2 Parcels and are subject to the Declaration.

E. Whereas, Beacon is the current Owner of the real property more particularly described on Exhibit A-4 attached hereto, which is a portion of the Retail Phase 2 Parcels and is subject to the Declaration.

F. Whereas, Fielding is the current Owner of the real property more particularly described on Exhibit A-5 attached hereto which is a portion of the Retail Phase 2 Parcels and are subject to the Declaration.

G. Whereas, Gateway HP is the current Owner of the real property more particularly described on Exhibit A-6 attached hereto, which is a portion of the Retail Phase 1 Parcels, which is subject to the Declaration.

H. Whereas, Gateway Ltd. is also the current Owner of the real property more particularly described on Exhibit A-7 attached hereto, which is a portion of the Retail Phase 2 Parcels and are subject to the Declaration.

I. Whereas, the parties hereto desire to amend the Declaration as set forth herein.

NOW THEREFORE, in consideration of the mutual terms and conditions set forth herein and for other good and valuable consideration, the legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Deletion of Definition of "Adjustment CPI". The definition of "Adjustment CPI" in Section 1 is hereby deleted.

2. Phase 2 Contribution. The definition of "Phase 2 Contribution" in Section 1 of the Declaration is hereby replaced and amended in its entirety to read as follows:

**"Phase 2 Contribution"** means the amount payable by the Owners of the Phase 2 Contribution Parcels to the Owners of Retail Phase 1 Parcels pursuant to Section 7(b),

which shall equal, as of May 1, 2019, the sum of \$.5934 per rentable square foot of space per annum on the Phase 2 Contribution Parcels. For the purposes hereof, the Phase 2 Contribution Parcels shall be deemed to have 37,400 rentable square feet of space. On each Adjustment Date, commencing January 1, 2020, and continuing on January 1 of each calendar year thereafter, the then current Phase 2 Contribution amount shall be subject to increase in an amount equal to the lesser of: (a) the result obtained by multiplying the then current Phase 2 Contribution amount by 1.03 (i.e., thus creating a three percent (3.00% ceiling on the increase); or (b) the result obtained by multiplying the then current Phase 2 Contribution amount by a fraction, the numerator of which is the CPI as of the most recent Adjustment Date and the denominator of which is the CPI as of the immediately prior Adjustment Date. The calculation shall be made by the Owner of the Retail Phase 1 Parcels within forty-five (45) days after the CPI data becomes available for the most recent Adjustment Date. The new Phase 2 Contribution shall be applicable from and after the first day of the calendar month that occurs not less than twenty (20) days immediately following the date the Owner of Retail Phase 1 Parcels notifies the Owner of the Phase 2 Contribution Parcels in writing of the increase, which writing will include the calculation of the increase, if any. By way of example, if the Owner of the Retail Phase 1 Parcels notifies the Owner of the Phase 2 Contribution Parcels on April 20, 2020 of the increase, then the new Phase 2 Contribution will become effective as of June 1, 2020.

3. Additional Definitions. The following definitions are hereby added to Section 1 of the Declaration:

“City Agreements” means the following instruments: (a) that certain Plaza Pedestrian and Public Use Easement and Programming Agreement dated December 23, 1999 and recorded in the Official Records as Entry No. 7553964 in Book 8336, as amended by that certain First Amendment to Plaza Pedestrian and Public Use Easement and Programming Agreement dated May 3, 2005 and recorded in the Official Records as Entry No. 9370282, in Book 9123, (b) that certain Parks Blocks Agreement, dated as of July 5, 2000, recorded July 7, 2000 as Entry No. 7674967, in Book 8373, at Page 5614 of the Official Records, as amended by that certain Omnibus Amendment to City Project Agreements dated April 19, 2013 and recorded on April 22, 2013 as Entry No. 11622650, in Book 10129, at Page 5755, and that certain Assignment and Assumption of Parks Block Agreement by and between Inland Western Salt Lake City Gateway, L.L.C., a Delaware limited liability company and Vestar Gateway, dated as of February 1, 2016; (c) that certain Rio Grande Street Grant of Easement, dated January 3, 2000, , recorded January 13, 2000 as Entry No. 7553963, in Book 8336, at Page 1217 of the Official Records, as corrected by that certain Affidavit dated August 4, 2000 and recorded August 7, 2000 as Entry No. 7693049, in Book 8379 at Page 5484 of the Official Records, as amended by that certain First Amendment to Rio Grande Street Grant of Easement dated May 3, 2005, recorded May 6, 2005 as Entry No. 9370280, in Book 9128, at Page 481 of the Official Records, as further amended by that certain Second Amendment to Rio Grande Street Grant of Easement dated September 21, 2007 and recorded December 20, 2007 as Entry No. 10305320, in Book 9550, at Page 5547 of the Official Records, and as further amended by that certain Joint Omnibus Amendment

to Project Agreements dated April 19, 2013 and recorded on April 22, 2013 as Entry No. 11622651, in Book 10129, at Page 5760 of the Official Records.”

“**Phase 2 Contribution Parcels**” means the parcels described on Exhibit A-2. For avoidance of doubt, all other lots or parcels constituting Retail Phase 2 Parcels are not Phase 2 Contribution Parcels and shall not be obligated to pay the Phase 2 Contribution.”

4. **Depot Parcel.** The following definition of “Depot Parcel” is hereby added to Section 1 of the Declaration:

“**Depot Parcel**” means Lot 3, Boyer Gateway Subdivision Plat, recorded in the office of the Salt Lake County Recorder on February 23, 2001, as Entry No. 7828967, in Book 2001P at Page 37 of Plats. For the avoidance of doubt, a Permitted Use for the Depot Parcel shall include a hotel.”

5. **Maintenance.** The following is added to the end of Section 6 of the Declaration:

“Notwithstanding the foregoing, the Owner of the Depot Parcel, if such Owner does not own any other portion of the Retail Phase 1 Parcels, shall not be obligated to maintain any portion of the Rio Grande Street and the Olympic Legacy Plaza as set forth above, in which case, the Owner of the remainder of the Retail Phase 1 Parcels shall solely be responsible for such maintenance. For avoidance of doubt, the Owners of the Retail Phase 1 Parcels shall pay any and all charges and assessments that can be charged or assessed to any of the Owners of the Retail Phase 2 Parcels under any of the City Agreements, and shall indemnify, hold harmless and defend the Owners of the Retail Phase 2 Parcels against all monetary claims and assessments, and all liens securing the same, arising under the City Agreements. The Owners of the Retail Phase 2 Parcels hereby agree to provide to the Owners of the Retail Phase 1 Parcels, within ten (10) business days after receipt thereof, copies of all written notices received from the City of Salt Lake, the Redevelopment Agency of Salt Lake City or any other governmental agency or other person relating to the City Agreements. Notwithstanding the foregoing, nothing herein shall subtract from the non-monetary obligations of the Owners of the Retail Phase 2 Parcel as otherwise set forth herein, including, without limitation, the obligations set forth in Section 7.a hereof.”

6. **Contribution to Plaza Operating Expenses.** Section 7.b. of the Declaration is hereby deleted and replaced with the following:

b. **Contribution to Plaza Operating Expenses.** On a regular basis established by the Owners of Retail Phase 1 Parcels, but not more frequently than monthly, the Owners of the Phase 2 Contribution Parcels shall pay to the Owners of Retail Phase 1 Parcels the Phase 2 Contribution to compensate the Owners of Retail Phase 1 Parcels for all costs related to the Plaza and Rio Grande Street including, without limitation, maintenance, operation and repair of the Plaza (including the fountain) and surrounding landscaping, snow removal on the Olympic Legacy Plaza and Rio Grande Street, and all holiday and seasonal decorations.

For avoidance of doubt, all other parcels now constituting the Retail Phase 2 Parcels have no obligation to pay any amounts toward the costs related to the Plaza and Rio Grande Street. Notwithstanding the foregoing, if the Owner of the Depot Parcel does not own any other portion of the Retail Phase 1 Parcels, no portion of the Phase 2 Contribution shall be payable to the Owner of the Depot Parcel, in which case, the entire amount of any Phase 2 Contribution shall be paid to the Owner(s) of the remainder of the Retail Phase 1 Parcels.”

7. Termination of Monetary Obligations of Remaining Retail Phase 2 Parcel Owners. The Owner of Retail Phase 1 acknowledges and agrees that the Owners of any subdivided parcels which are part of the Retail Phase 2 Parcels, other than the Owners of the Phase 2 Contribution Parcels shall have no further obligations or responsibilities to the Owner of the Retail Phase 1 Parcels for: (i) the payment of the Phase 2 Contribution or any other payment or charge for operating expenses pursuant to Section 7.b of the Declaration; or (ii) any amount due under the City Agreements.

8. Miscellaneous.

(a) All Other Terms in Effect. Except to the extent the Declaration is modified by this Amendment, all other terms and conditions of the Declaration will continue in full force and effect. In the event of a conflict between the terms of the Declaration and the terms of this Amendment, the terms of this Amendment shall prevail.

(b) Entire Agreement. This Amendment represents the entire agreement of the parties hereto with respect to the subject matter hereof, and the terms hereof shall not be amended or changed by any oral representation or agreement.

(c) Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one amendment.

(d) Authority. Each signatory of this Amendment represents that he or she has the authority to execute and deliver the same on behalf of the party hereto for which such signatory is acting.

*[Signatures on following page]*

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

**RETAIL PHASE 2 OWNER**

GATEWAY ASSOCIATES, LTD., a Utah limited partnership, by its general partner:

BOYER GATEWAY, L.C., a Utah limited liability company, by its Manager:


THE BOYER COMPANY, L.C., a Utah limited liability company

By:   
Name: Brian Gochnour  
Its: Manager

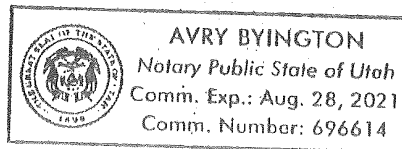
STATE OF UTAH )  
: ss.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 5 day of June, 2019, by Brian Gochnour, a Manager of THE BOYER COMPANY, L.C., a Utah limited liability company, which is a Manager of BOYER GATEWAY, L.C., a Utah limited liability company, which is a general partner of GATEWAY ASSOCIATES, LTD., a Utah limited partnership.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

  
NOTARY PUBLIC  
Residing at: Salt Lake County, Utah

My Commission Expires: 8/28/21  
Residing at Davis County



**RETAIL PHASE 2 OWNER**

GATEWAY OFFICE 4, L.C., a Utah limited liability company by its manager

THE BOYER COMPANY, L.C., a Utah limited liability company

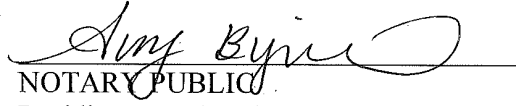


By: \_\_\_\_\_  
Name: Brian Gochnour  
Its: Manager

STATE OF UTAH )  
: ss.  
COUNTY OF SALT LAKE )

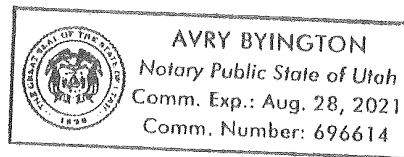
The foregoing instrument was acknowledged before me this 5 day of June, 2019, by Brian Gochnour, a Manager of THE BOYER COMPANY, L.C., a Utah limited liability company, which is a Manager of BOYER GATEWAY, L.C., a Utah limited liability company.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



NOTARY PUBLIC  
Residing at: Salt Lake County, Utah

My Commission Expires: 8/28/21



**RETAIL PHASE 1 OWNER:**

VESTAR GATEWAY, LLC, a Delaware limited liability company

By: Gateway Mezzanine, LLC, a Delaware limited liability company, its Sole Member

By: SLC Gateway Retail, LLC, a Delaware limited liability company, its Sole Member

By: VGSLM, LLC, a Delaware limited liability company, its Managing Member

By: *RPM*  
Name: R. Patrick McGinley  
Its: Manager

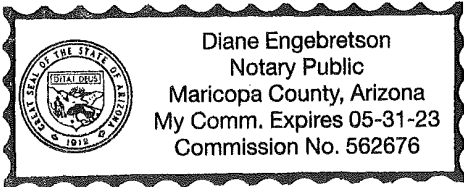
STATE OF Arizona )  
                                  ) : ss.  
COUNTY OF Maricopa )

The foregoing instrument was acknowledged before me this 25 day of June, 2019 by R. Patrick McGinley, the Manager of VGSLM, LLC, a Delaware limited liability company, as Managing Member of SLC Gateway Retail, LLC, a Delaware limited liability company, as Sole Member of Gateway Mezzanine, LLC, a Delaware limited liability company, as Sole Member of Vestar Gateway, LLC, a Delaware limited liability company.

*[Signature]*  
NOTARY PUBLIC

My Commission Expires: 5/31/23

Residing at 923 E Tepala Dr. Phoenix AZ 85024









**RETAIL PHASE 2 OWNER:**

FIELDING GROUP, LLC,  
a Utah limited liability company  
by its Manager

CICERO GROUP, LP,  
A Utah limited partnership  
By its General Partner

SUMMIT GROUP ADVISORS, INC.  
a Utah corporation

By: *Kandy Shumway*  
Name: *Kandy Shumway*  
Its: *Member*

STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this *14<sup>th</sup>* day of *June*, 2019 by *Kandy Shumway* the *Member* of SUMMIT GROUP ADVISORS, INC., which is the general partner of CICERO GROUP, LP, which is the manager of FIELDING GROUP, LLC.

*Kathy Marcum*  
NOTARY PUBLIC

My Commission Expires: *2/11/2023*  
Residing at *Salt Lake City*







**EXHIBIT A-1  
TO  
SECOND AMENDMENT TO  
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS**

**Vestar Gateway Property**

**PARCEL 1:**

RETAIL UNITS 1, 2 and 3, and PARKING UNITS 1 and 2, contained within the GATEWAY BLOCK A, a Utah Condominium Project as the same is (i) identified in the Record of Survey Map recorded in the office of the Salt Lake County Recorder, Salt Lake County, Utah, on February 26, 2001 as Entry No. 7828968, in Book "2001P", at Page 38 of Plats, as said Record of Survey Map shall have heretofore been amended or supplemented by that certain Record of Survey Map entitled "GATEWAY PLANETARIUM Amending Gateway Block A, Parking Units 1 and 2, and Retail Units 3 and 4, A Utah Condominium Project", recorded in the office of the Salt Lake County Recorder, Salt Lake County, Utah, on December 6, 2002 as Entry No. 8448732, in Book "2002P", at Page 352 of Plats, and by that certain Amendment to Record of Survey Map for GATEWAY BLOCK A-Office Unit 1 & Retail Unit 1 - Sheet 7 of 20, recorded in the office of the Salt Lake County Recorder on May 11, 2005 as Entry No. 9374564, in Book "2005P", at Page 151 of Plats, and (ii) further identified in the Declaration of Condominium Gateway Block A Condominium Project, recorded in the office of the Salt Lake County Recorder, Salt Lake County, Utah, on February 26, 2001 as Entry No. 7828969, in Book 8427 at Page 4676 (the "Block A Declaration"). TOGETHER WITH the undivided ownership interest in said Project's Common Elements that are appurtenant to said Units as more particularly described in the Block A Declaration. TOGETHER WITH the exclusive right to use (together with Retail Unit 4) the Limited Common Elements designated Retail Limited Common and the exclusive right of use of the Limited Common Elements designated as Parking Limited Common as more particularly described in the Block A Declaration.

**PARCEL 2:**

RETAIL UNITS 1, 2 and 3, PARKING UNIT 1 and CP Unit 1, contained within the GATEWAY BLOCK B, a Utah Condominium Project as the same is (i) identified in the Record of Survey Map recorded in the office of the Salt Lake County Recorder, Salt Lake County, Utah, on February 26, 2001 as Entry No. 7828970, in Book "2001P", at Page 39 of Plats, as said Record of Survey Map has been amended by that certain First Amendment to Declaration of Condominium Gateway Block B Condominium Project and Amendment of Record of Survey Map, recorded May 16, 2002 as Entry No. 8235748, in Book 8598 at Page 7012, of the Official Records of the Salt Lake County Recorder (the "First Amendment to Block B Declaration"), and by that certain Second Amendment to Declaration of Condominium Gateway Block B Condominium Project and Amendment of Record of Survey Map, recorded July 20, 2004 as Entry No. 9125323, in Book 9016 at Page 2655, of the Official Records of the Salt Lake County Recorder (the "Second Amendment to Block B Declaration"), and by that certain AMENDMENT TO RECORD OF SURVEY MAP GATEWAY BLOCK B, AMENDING GATEWAY BLOCK B-OFFICE UNIT 1 & RETAIL UNIT 1 - SHEET 5 AND 6 OF 16, recorded in the office of the Salt Lake County Recorder on September 25, 2013

as Entry No. 11730199, in Book "2013P", at Page 193 of Plats, and (ii) further identified in the Declaration of Condominium Gateway Block B Condominium Project, recorded in the office of the Salt Lake County Recorder, Salt Lake County, Utah, on February 26, 2001 as Entry No. 7828971, in Book 8427 at Page 4752, as said Declaration has been amended or supplemented by the First Amendment to Block B Declaration and the Second Amendment to Block B Declaration (as amended, the "Block B Declaration"). TOGETHER WITH the undivided ownership interest in said Project's Common Elements that are appurtenant to said Units as more particularly described in the Block B Declaration. TOGETHER WITH the exclusive right to use (together with Retail Unit 4) the Limited Common Elements designated Retail Limited Common as more particularly described in the Block B Declaration.

PARCEL 3:

The RETAIL UNIT contained within the GATEWAY BLOCK C1, a Utah Condominium Project as the same is (i) identified in the Record of Survey Map recorded in the office of the Salt Lake County Recorder, Salt Lake County, Utah, on December 27, 2000 as Entry No. 7788087, in Book "2000P", at Page 364 of Plats, as said Record of Survey Map shall have heretofore been amended or supplemented by that certain plat entitled "GATEWAY BLOCK C1-AMENDED", recorded in the office of the Salt Lake County Recorder, Salt Lake County, Utah, on February 15, 2011 as Entry No. 11134755, in Book "2011P", at Page 18, and (ii) further identified in the Amended and Restated Declaration of Condominium Gateway Block C1 Condominium Project, recorded in the office of the Salt Lake County Recorder, Salt Lake County, Utah, on April 27, 2001 as Entry No. 7881708, in Book 8450 at Page 4761, as said Amended and Restated Declaration shall have heretofore been amended or supplemented by that certain First Amendment to Amended and Restated Declaration of Condominium Gateway Block C1 Condominium Project recorded in the office of the Salt Lake County Recorder, Salt Lake County, Utah, on February 15, 2011 as Entry No. 11134756, in Book 9905, at Page 6380 (as amended, "Block C1 Declaration"). TOGETHER WITH the undivided ownership interest in said Project's Common Elements that are appurtenant to said Unit as more particularly described in the Block C1 Declaration. TOGETHER WITH the exclusive right to use the Limited Common Elements designated Limited Common Retail as more particularly described in the Block C1 Declaration.

PARCEL 4:

RETAIL UNIT 1 contained within the GATEWAY BLOCK C2, a Utah Condominium Project as the same is (i) identified in the Record of Survey Map recorded in the office of the Salt Lake County Recorder, Salt Lake County, Utah, on December 27, 2000 as Entry No. 7788089, in Book "2000P", at Page 365 of Plats and (ii) further identified in the Restated Declaration of Condominium Gateway Block C2 Condominium Project, recorded in the office of the Salt Lake County Recorder, Salt Lake County, Utah, on April 27, 2001 as Entry No. 7881709, in Book 8450 at Page 4843 (the "Block C2 Declaration"). TOGETHER WITH the undivided ownership interest in said Project's Common Elements that are appurtenant to said Unit as more particularly described in the Block C2 Declaration. TOGETHER WITH the exclusive right to use the Limited Common Elements designated Limited Common Retail as more particularly described in the Block C2 Declaration.

PARCEL 5:

LOT 4, BOYER GATEWAY, according to the Subdivision Plat thereof, filed on February 26, 2001 as Entry No. 7828967, in Book "2001P" of Plats at Page 37 of the Official Records of the Salt Lake County Recorder.

(Tax Parcel Nos. 15-01-177-014, 15-01-177-003, 15-01-177-010)

(Tax Parcel Nos. 15-01-177-012, 15-01-177-008, 15-01-131-017)

(Tax Parcel Nos. 15-01-131-002, 15-01-131-003, 15-01-131-007)

(Tax Parcel Nos. 15-01-131-008, 15-01-185-006, 15-01-130-001)

(Tax Parcel No. 08-36-376-015)



**EXHIBIT A-2  
TO  
SECOND AMENDMENT TO  
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS**

**Gateway Ltd. Property**

Lot 6B, Boyer Gateway Lot 6 Amended, according to the official plat thereof on record as Entry No. 12306373 in Book 2016P at Page 136 in the Salt Lake County, Utah, Recorder's Office.

Units 102 and 204, contained within the Gateway Block D Condominiums as the same is identified in the Plat of Condominium recorded in Salt Lake County, Utah, on June 23, 2016 as Entry No. 12306377 (as said Record of Survey Plat shall have heretofore been amended or supplemented) and in the Declaration of Condominium for Gateway Block D Condominiums, recorded in Salt Lake County, Utah on June 23, 2016 as Entry No. 12306378, in Book No. 10445 at Pages 293-363.

Tax Parcel Nos.: 08-36-376-043; 08-36-376-046; 08-36-376-050

**EXHIBIT A-3  
TO  
SECOND AMENDMENT TO  
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS**

**Office 4 Property**

The following real property located in Salt Lake County, Utah, and more particularly described as:

Lot 5, Boyer Gateway Subdivision Plat, recorded in the office of the Salt Lake County Recorder on February 23, 2001, as Entry No. 7828967, in Book 2001P at Page 37 of Plats.

Tax Parcel No.: 08-36-376-014

**EXHIBIT A-4  
TO  
SECOND AMENDMENT TO  
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS**

**Beacon Property**

A portion of Lot 7B, GATEWAY 6 SUBDIVISION AMENDING LOT 7 OF THE BOYER GATEWAY SUBDIVISION, according to the official plat thereof, filed on December 23, 2008 as Entry No 10584220, in Book "2008P" of Plats, at Page 308 of the Official Records of the Salt Lake County Recorder, as modified by that certain Notice of Minor Routine & Uncontested Lot Line Adjustment Subdivision Approval recorded June 11, 2013 as Entry No. 11660889 in Book 10148 at Page 644 of the Official Records of the Salt Lake County Recorder, being more particularly described as follows:

Beginning at the Southeast corner of Lot 7B of GATEWAY 6 SUBDIVISION AMENDING LOT 7 OF THE BOYER GATEWAY SUBDIVISION, as recorded with the office of the Salt Lake County Recorder in Book 2008P at Page 308, and running thence South  $89^{\circ}58'47''$  West along the South line of said Subdivision 252.78 feet; thence North 140.41 feet to a point on the currently platted North line of said Lot 7B; thence East along said North line 252.78 feet to the Northeast corner of said Lot 7B; thence South along the East line of said Lot 7B 140.32 feet to the point of beginning.

Parcel No. 08-36-376-041

**EXHIBIT A-5**  
**TO**  
**SECOND AMENDMENT TO**  
**DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS**  
**Fielding Property**

Units 101, 201, 202, 203, P-001 and P-001, contained within the Gateway Block D Condominiums as the same is identified in the Plat of Condominium recorded in Salt Lake County, Utah, on June 23, 2016 as Entry No. 12306377 (as said Record of Survey Plat shall have heretofore been amended or supplemented) and in the Declaration of Condominium for Gateway Block D Condominiums, recorded in Salt Lake County, Utah on June 23, 2016 as Entry No. 12306378, in Book No. 10445 at Pages 293-363.

Tax Parcel Nos.: 08-36-376-045; 08-36-376-047; 08-36-376-048; 08-36-376-049; 08-36-376-051;  
08-36-376-052

**EXHIBIT A-6  
TO  
SECOND AMENDMENT TO  
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS  
Gateway HP Property**

LOT 3, BOYER GATEWAY, according to the Subdivision Plat thereof, filed on February 26,2001 as Entry No. 7828967, in Book "2001P" of Plats at Page 37 of the Official Records of the Salt Lake County Recorder.

Tax Parcel No. 08-36-376-016

**EXHIBIT A-7**  
**TO**  
**SECOND AMENDMENT TO**  
**DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS**

North Parking Parcel

A portion of Lots 7A and 7B, GATEWAY 6 SUBDIVISION AMENDING LOT 7 OF THE BOYER GATEWAY SUBDIVISION, according to the official plat thereof, filed on December 23, 2008 as Entry No 10584220, in Book "2008P" of Plats, at Page 308 of the Official Records of the Salt Lake County Recorder, as modified by that certain Notice of Minor Routine & Uncontested Lot Line Adjustment Subdivision Approval recorded June 11, 2013 as Entry No. 11660889 in Book 10148 at Page 644 of the Official Records of the Salt Lake County Recorder, being more particularly described as follows:

Beginning at the Southwest corner of Lot 7A of GATEWAY 6 SUBDIVISION AMENDING LOT 7 OF THE BOYER GATEWAY SUBDIVISION, as recorded with the office of the Salt Lake County Recorder in Book 2008P at Page 308, and running thence Northerly along the Westerly line of said Lot 7A the following three courses: 1) North 406.25 feet, 2) North 89°59'06" East 12.00 feet, 3) North 80.00 feet to the Northwest corner of said Lot 7A; thence North 89°59'06" East along the Northerly line of said Lot 7A 422.35 feet to the Northeast corner of said Lot 7A; thence Southerly along the Easterly line of said Lot 7A the following two courses: 1) South 00°00'12" West 142.21 feet, 2) South 00°00'44" East 344.00 feet to the Southeast corner of said Lot 7A; thence South 89°58'47" West along the South line of said Lot 7A 57.69 feet to the Southeast corner of Lot 7B of said Subdivision; thence North along the East line of said Lot 7B 140.32 feet to the Northeast corner of said Lot 7B; thence West along the North line of said Lot 7B 252.78 feet; thence South 140.41 feet to a point on the South line of said Subdivision; thence South 89°58'47" West along said South line 123.95 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM (i) the Property conveyed to SALT LAKE CITY CORPORATION, a Utah municipal corporation, in that certain Special Warranty Deed recorded April 22, 2013, as Entry No. 11622647, in Book 10129, at Page 5745 of the Official Records of the Salt Lake County Recorder, and (ii) the Property conveyed to SALT LAKE CITY CORPORATION, a Utah municipal corporation, in that certain Special Warranty Deed recorded April 22, 2013, as Entry No. 11622648, in Book 10129, at Page 5747 of the Official Records of the Salt Lake County Recorder.

Tax Parcel No.: 08-36-376-040