

Recording requested by, and
When recorded, return to:

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

13040522
7/30/2019 3:26:00 PM \$40.00
Book - 10809 Pg - 7573-7592
RASHELLE HOBBS
Recorder, Salt Lake County, UT
METRO NATIONAL TITLE
BY: eCASH, DEPUTY - EF 20 P.

MNT#: 06978

Lot 3 Parcel No: 08-36-376-016
Lot 4 Parcel No: 08-36-376-015

Space above for Recorder's Use

**SUPPLEMENT TO DECLARATIONS
(LOT 3/PARCEL 5)**

This Supplement to Declarations (this "Supplement") is made as of the 22nd day of July, 2019, by **VESTAR GATEWAY, LLC**, a Delaware limited liability company ("Declarant") and **GATEWAY HP, LLC**, a Delaware limited liability company ("GHP").

RECITALS

A. Gateway Associates, LTD., a Utah limited partnership ("Original Declarant") previously executed and delivered that certain (i) Declaration and Establishment of Protective Covenants, Conditions and Restrictions and Grant of Easements dated December 15, 2000 and recorded on December 27, 2000 in the office of the Salt Lake County Recorder ("Official Records") on December 27, 2000 as Entry No. 7787948 in Book 8410 at Page 8311-8352 (the "Original Master Declaration"), as amended by a First Amendment to Declaration and Establishment of Protective Covenants, Conditions and Restrictions and Grant of Easements dated February 28, 2001 and recorded in the Official Records on March 1, 2001 as Entry No. 7833680 in Book 8430 at Page 1766-1769 (the "First Amendment to the Master Declaration"), as amended by a Second Amendment to Declaration and Establishment of Protective Covenants, Conditions and Restrictions and Grant of Easements dated May 5, 2005 and recorded in the Official Records on May 6, 2005 as Entry No. 9370284 in Book 9128 at Page 536-558 (the "Second Amendment to the Master Declaration"), as affected by that certain Assignment and Elections Regarding Declarant's Rights – Declaration and Establishment of Protective Covenants, Conditions and Restrictions and Grant of Easements entered into as of February 1, 2016 and recorded on May 2, 2019 as Entry No. 12980151, in Book 10776, at Page 5162 of Official Records (the "Assignment of Declarant's Rights", together with the Original Master Declaration, the First Amendment to the Master Declaration and the Second Amendment to Master Declaration, the "Master Declaration"); and (ii) Declaration of Covenants, Conditions and Restrictions RE Commercial Shared Maintenance dated February 28, 2001 (the "Original

Maintenance Declaration”), as evidenced by a Memorandum of Declaration of Covenants, Conditions and Restrictions RE Commercial Shared Maintenance dated February 28, 2001 and recorded in the Official Records on March 1, 2001 as Entry No. 7833681 in Book 8430 at Page 1770-1772, as amended by a First Amendment to Declaration of Covenants, Conditions and Restrictions RE Commercial Shared Maintenance (Gateway) dated May 12, 2005 (the “First Amendment to the Maintenance Declaration”), as evidenced by a First Amendment to Memorandum of Declaration of Covenants, Conditions and Restrictions RE Commercial Shared Maintenance (Gateway) dated May 5, 2005 and recorded in the Official Records on May 6, 2005 as Entry No. 9370286 in Book 9128 at Page 563-567, and as affected by that certain Assignment and Election Regarding Manager’s Rights – Declaration of Covenants, Conditions and Restrictions RE Commercial Shared Maintenance (Gateway) entered into as of February 1, 2016, and recorded on May 2, 2019 as Entry No. 12980152, in Book 10776, at Page 5181 of Official Records (the “Assignment of Manager’s Rights”, together with the Original Maintenance Declaration and the First Amendment to the Maintenance Declaration, the “Maintenance Declaration”).

B. The Master Declaration and the Maintenance Declaration are collectively referred to herein as the “Declaration”.

C. Pursuant to the Assignment of Declarant’s Rights and the Assignment of Manager’s Rights, Original Declarant, Inland Western Salt Lake City Gateway, L.L.C., a Delaware limited liability company, and IWR Gateway Central Plant, L.L.C., a Delaware limited liability company have collectively previously assigned to Declarant and Declarant has previously assumed all right, title, interest, duties and obligations of Original Declarant under the Master Declaration and all right, title, interest, duties and obligations of Manger under the Maintenance Declaration.

D. GHP is the fee owner of that certain real property situated in Salt Lake City, Salt Lake County, Utah which is subject to the Declaration and which is more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the “Lot 3 Parcel”).

E. GHP wishes to clarify that hotel use is permitted on the Lot 3 Parcel and not on any other Parcel owned by Declarant and Declarant wishes to clarify same.

F. Declarant wishes to supplement the Declaration for the benefit of the Lot 3 Parcel, subject to and in accordance with the further terms, covenants and provisions of this Supplement.

NOW, THEREFORE, in consideration of the execution and delivery of the Declaration, the agreements, covenants and promises contained in this Supplement and other good and valuable considerations, the receipt, sufficiency and validity of which are hereby acknowledged, Declarant and GHP declare as follows:

1. Definitions. Capitalized terms used in this Supplement without definition shall have the meanings assigned to such terms in the Declaration, unless the context expressly requires otherwise.

2. Master Declaration. Section 2.7 of the Master Declaration is hereby amended to add at the end thereof the following: "For the avoidance of doubt, hotel use is a permitted purpose in accordance with the foregoing." In addition, Declarant agrees that, during the term of the "Ground Lease" (as hereinafter defined), without the prior written consent of the Owner of the Lot 3 Parcel, Declarant will not operate a hotel on any Parcel owned by Declarant or lease or rent any Parcel owned by Declarant for the operation of a hotel.

3. Maintenance Declaration.

3.1. Section 1.18 of the Maintenance Declaration, as amended, is hereby further amended and restated in its entirety as follows:

1.18 "Manager Maintained Common Area" shall mean all Common Area within the Project, exclusive of the "Residential Common Area" (as hereinafter defined), the "Office Common Area" (as hereinafter defined) and the Common Area located on the Lot 3 Parcel (the "Lot 3 Common Area"). The "Lot 3 Parcel" shall mean 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.

3.2. Section 1.43 of the Maintenance Declaration, as amended, is hereby further amended and restated in its entirety as follows:

1.43 "Shared Common Area Maintenance Expenses" shall mean and include all reasonable costs and expenses of every nature and kind as may be actually paid or incurred by the Manager (including appropriate reasonable reserves as approved by the Manager) in operating, managing, equipping, lighting, repairing, decorating, replacing, repairing and maintaining the Manager Maintained Common Area (including all such costs, including tax and insurance payments, which may be incurred relating to any Cultural Building Space, which such costs Manager shall hereby be authorized to incur, in Manager's sole and absolute discretion) and in providing such security and other protection for the Project as the Manager deems necessary, less any amounts actually received by the Manager from the Owner of any Office Building Parcel, the Lot 3 Parcel or any Cultural Building Space by way of contribution to the management and maintenance of the Manager Maintained Common Areas. The Shared Common Area Maintenance Expenses shall include, but shall not be limited to, general maintenance and repairs; resurfacing, striping and cleaning the Manager Maintained Common Area; maintenance and repair of landscaping and irrigation systems, including within areas immediately adjacent to the Project and around the perimeter of the Project such as, but not limited to, landscaped medians; maintenance, replacement and repair of Project signs (including pylon and monument signs, but excluding any signs located on the Restored Union Pacific Depot Building), directional signs, lighting systems, vertical transportation systems and those items referred to in Section 4.2(e) of the Easement Declaration (except to the extent located within the Lot 3 Common Area, Residential Common Area or Office Common Area (sometimes collectively referred to herein as the "Separately Maintained Common

Areas")); all costs incurred by Manager in connection with the City Easement Agreements, including maintenance, repair, replacement and operational costs relating to the subject easements, but excluding costs incurred in connection with the initial construction of improvements thereunder (if applicable); janitorial services; maintenance and repair of fire protection systems located in the Manager Maintained Common Area, storm drainage and sanitary sewer systems, trash disposal or other utility systems; the cost of water service, electricity and other utility costs incurred in connection with the Manager Maintained Common Area; the wages and related payroll costs of personnel employed by the Manager to implement services furnished by the Manager; premiums for commercial general liability insurance and property damage insurance maintained in connection with the Manager Maintained Common Area in forms and amounts reasonably determined or required by Manager; fees for required licenses and permits; supplies; reasonable depreciation on maintenance and operating machinery and equipment (if owned by the Manager) and rental paid for such machinery and equipment (if rented), provided that no Owner has previously been assessed for the costs and expenses of acquiring such machinery and equipment and only to the extent such machinery and equipment is actually used on the Manager Maintained Common Area, such depreciation and rentals to be allocated based upon the actual use of such equipment and machinery in the Project; and the costs and expenses incurred by the Manager in enforcing this Declaration and in preparing, recording and foreclosing assessment liens as to the extent not recovered by an Owner as provided in Article 3 below. Notwithstanding the foregoing, Shared Common Area Expenses shall not include costs or expenses incurred in connection with the operation, maintenance, repair or replacement of the Separately Maintained Common Areas.

3.3. Section 2.4(a) of the Maintenance Declaration, as amended, is hereby further amended and restated in its entirety as follows:

(a) The Manager shall expend only the monies reasonably necessary for the operation of the Manager Maintained Common Area and for the maintenance thereof in order to keep the Manager Maintained Common Area in good repair and clean condition. Each Owner of a Retail Building Parcel shall pay to the Manager its proportionate share (as set forth below) of Shared Common Area Maintenance Expenses; provided, however, and notwithstanding anything to the contrary contained in this Declaration, (i) in lieu of paying its proportionate share of the Shared Common Area Maintenance Expenses, the Owner of the Lot 3 Parcel shall pay to Manager an annual amount of \$5,000 per calendar year (as such amount shall be increased, the "Lot 3 CAM Amount"), and, commencing on January 1, 2030 and on each ten (10) year anniversary thereafter, the Lot 3 CAM Amount shall be increased by ten percent (10%) from the rate established for the immediately preceding period, and (ii) in no event shall the Owner of any Cultural Building Space be responsible for any share of Shared Common Area Maintenance Expenses allocable to the Cultural Building Space owned by it except as expressly provided herein or in a separate written agreement with signed by the Owner of such Cultural Building Space; and, for purposes of the provisions

of this Declaration relating to the payment or allocation of Shared Common Area Maintenance Expenses, the defined term "Owner" shall specifically exclude the Owner of any Cultural Building Space (except to the extent such Owner owns other Parcels (or portions thereof) or Buildings (or portions thereof) within the Project). For the Partial Year and during the First Year, until the month following the delivery of the Statement referred to in Section 2.5 below, each Owner of a Retail Building Parcel shall pay to the Manager, on or before the first day of each calendar month, its proportionate share of an estimate of the Shared Common Area Maintenance Expenses for the Partial Year, which estimate shall be reasonably established by the Manager. Notwithstanding anything to the contrary contained herein, for purposes of this Declaration, each Owner of a Retail Building Parcel other than the Owner of the Lot 3 Parcel shall pay, as its proportionate share of Shared Common Area Maintenance Expenses for the applicable year, that amount determined by multiplying the amount of Shared Common Area Maintenance Expenses by a percentage based on the ratio that the Building Floor Area within such Owner's Parcel bears to the total Building Floor Area within all Retail Building Parcels within the Project (exclusive of (i) the Building Floor Area of the Buildings located on the Lot 3 Parcel including the Restored Union Pacific Depot Building, and (ii) any and all Cultural Building Spaces). Manager may record supplements to this Declaration from time to time stating the actual Floor Areas and the percentages that are then applicable. In the event separate portions of any Parcel shall be leased by different Owners, then the proportionate share of Shared Common Area Maintenance Expenses payable with respect to such Parcel as provided above shall be apportioned on a pro rata basis between or among such Owners based upon the ratio that the square foot area of the Building on such Parcel leased by such Owner bears to the total square footage of the Building on such Parcel.

3.4. Notwithstanding anything in the Maintenance Declaration to the contrary, the Lot 3 CAM Amount (as the same may be increased) is inclusive of the Common Area Maintenance Fee set forth in Section 2.3 of the Maintenance Declaration.

3.5. Notwithstanding anything in the Maintenance Declaration to the contrary, the Owner of the Lot 3 Parcel shall pay to the Manager the Lot 3 CAM Amount (as the same may be increased) in four (4) equal quarterly installments during each calendar year in advance, on the first day of each calendar quarter, without setoff or deduction, notice or demand.

3.6. Notwithstanding anything in the Maintenance Declaration to the contrary, the Owner of the Lot 3 Parcel shall maintain the Lot 3 Parcel in a first-class manner as generally described in Article 2 of the Maintenance Declaration. If the Owner of the Lot 3 Parcel shall fail to maintain the Lot 3 Parcel, the Manager may exercise the rights described in Section 2.7 of the Maintenance Declaration.

4. Encroachment Easement. Declarant, as fee owner of Lot 4, hereby declares, establishes and grants, for the benefit of, and as an appurtenance to, the Lot 3 Parcel, for the use and benefit of such Lot 3 Parcel, its Owner and Permittees, a nonexclusive easement for the minor encroachment of buildings, footings, screen walls, curbing, landscaping, hardscape, water

features, building lighting, light pole bases or standards, and balcony projections into the areas depicted on Exhibit B attached hereto.

5. Loading Area Easement. Declarant, as fee owner of Lot 4, hereby declares, establishes and grants, for the benefit of, and as an appurtenance to, the Lot 3 Parcel, for the use and benefit of such Lot 3 Parcel, its Owner and Permittees, a nonexclusive easement for the use of the loading area which includes a loading dock, receiving area, and service corridor as depicted on Exhibit C attached hereto (the "Shared Loading Area"). The Owner of the Lot 3 Parcel acknowledges that the use of the Shared Loading Area is nonexclusive, that the Owner of the Lot 3 Parcel is not granted the exclusive right to the use of the Shared Loading Area, and that the Shared Loading Area is also used by Declarant and its Permittees. The Owner of the Lot 3 Parcel and its Permittees shall (i) not obstruct the Shared Loading Area, except in conjunction with diligently completing unloading pursuant to such Permittee's business and clearing the Shared Loading Area, (ii) promptly and expeditiously unload its products and then immediately clear the Shared Loading Area, (iii) not store merchandise, pallets and/or any personal property or other items within the Shared Loading Area, (iv) remove any and all of such Permittee's debris from the Shared Loading Area immediately after its completion of use thereof, and (v) reasonably cooperate with Declarant and its Permittees in the use of the Shared Loading Area. The Owner of the Lot 3 Parcel acknowledges that other parties with the right to use the Shared Loading Area receive delivery of perishable goods that may need to be unloaded in an expeditious manner. In recognition of this fact, the other parties utilizing the Shared Loading Area shall have a first priority right to the use of the Shared Loading Area to the extent necessary to receive deliveries of perishable goods. In all cases, the Owner of the Lot 3 Parcel shall cause the Shared Loading Area to be made available for Declarant and its Permittees for use within one (1) hour after Declarant notifies the Owner of the Lot 3 Parcel that the Shared Loading Area is not available for use by Declarant or its Permittees because the Owner of the Lot 3 Parcel is using or has blocked access to the Shared Loading Area.

6. Maintenance of the Lot 3 Parcel. Notwithstanding anything in any document of record to the contrary, the Owner of the Lot 3 Parcel shall, at its sole cost and expense, be responsible for the maintenance, repair and restoration of all Common Areas, Buildings and improvements located on the Lot 3 Parcel; provided, however, nothing in this Paragraph 6 shall diminish or abrogate the obligation of the Owner of the Lot 3 Parcel to pay the Lot 3 CAM amount due under the Maintenance Declaration. The Owner of the Lot 3 Parcel's obligations under this Paragraph 6 expressly include the obligation to operate and maintain the Union Pacific sign located on the Restored Union Pacific Depot Building in accordance with the terms and provisions of that certain Covenant Agreement dated February 28, 2003 and recorded in the Official Records on April 7, 2003 as Entry No. 8600408 in Book 8772 at Page 5901-5905.

7. Union Pacific Plaza Programming. The use of the open air public plaza located to the west of the Lot 3 Parcel (the "Union Pacific Plaza") is governed by the terms and provisions of that certain Plaza Pedestrian and Public Use Easement and Programming Agreement dated December 23, 1999 and recorded in the Official Records on January 5, 2000 as Entry No. 7553964 in Book 8336 at Page 1240-1262 (the "Plaza Agreement"). In connection with the operation of a hotel on the Lot 3 Parcel, Declarant, as the owner of the majority of the Retail Parcels (as defined in the Plaza Agreement), shall endeavor to cause the Program Manager (as defined in the Plaza Agreement) to reasonably cooperate with Ground Lessee regarding the

programming of hotel related and/or sponsored events and activities within the Union Pacific Plaza.

8. Designation of Owner of Lot 3 Parcel. In accordance with the Provisions of Section 1.27 of the Master Declaration, GHP hereby designates Union Station Venture, LLC, a Delaware limited liability company (and its successors and assigns as ground lessee under the Ground Lease) ("Ground Lessee"), as ground lessee of the Lot 3 Parcel pursuant to a Ground Lease dated July 12, 2019 between GHP and Ground Lessee (the "Ground Lease"), as the "Owner" of the Lot 3 Parcel for so long as such Ground Lease is in full force and effect. All notices to be delivered to Owner hereunder shall concurrently be delivered to Ground Lessee provided that the name and address of the Ground Lessee has been provided to Declarant.

9. Ground Lessee Protected Area. For so long as the Ground Lease is in effect and except to the extent required by governmental authorities having jurisdiction, Declarant shall not, without the prior written consent of the Ground Lessee, which consent shall not be unreasonably withheld, conditioned or delayed, make any permanent changes to the exterior Common Areas located within the area marked on Exhibit D attached hereto as the "Protected Area". For the avoidance of doubt, the foregoing restriction shall not apply to any buildings presently located within such Protected Area (or any replacements for such buildings), including, without limitation, any Common Areas located within any such buildings (or any replacements for such buildings).

10. No Rights in Public. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of the Lot 3 Parcel.

11. Remedies.

11.1. All Available Remedies. In the event of an uncured breach by any Owner or its Permittees of any of the terms or provisions hereof (after giving effect to all applicable notice, grace and cure periods), Declarant and any other Owner shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such uncured breach, including payment of any amounts due and/or specific performance.

11.2. Self-Help. In addition to all other remedies available at law or in equity, upon the failure of a defaulting Owner to cure a breach of this Supplement by such Owner or its Permittees within thirty (30) days following written notice thereof by Declarant or another Owner (unless, with respect to any such breach the nature of which cannot reasonably be cured within such thirty (30) day period, the defaulting Owner commences such cure within such thirty (30) day period and thereafter diligently prosecutes such cure to completion), Declarant and any non-defaulting Owner shall have the right to perform such obligation contained in this Supplement on behalf of such defaulting Owner and be reimbursed by such defaulting Owner upon written demand for the reasonable costs thereof (which written demand shall include invoices and other reasonable supporting documentation), together with a ten percent (10%) administrative fee. Notwithstanding the foregoing to the contrary, if the nature of the breach of this Supplement presents an immediate risk of damage to property, injury to persons, interruption of utility service or loss, obstruction or blockage of access, the prior notice requirement of this

Paragraph shall not apply, and Declarant or such non-defaulting Owner shall be authorized to take immediate steps to minimize or eliminate such risk, and be reimbursed for the reasonable costs thereof as aforesaid. In such event, notice of such action shall be given to the defaulting Owner as soon as reasonably practicable under the circumstances.

11.3. Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

11.4. No Termination for Breach. Notwithstanding anything to the contrary herein contained, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Supplement.

11.5. Mortgagee Protection. Breach of any of the covenants or restrictions contained in this Supplement shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to any Parcel or any part of a Parcel, but all of the foregoing provisions, restrictions and covenants shall be binding upon and effective against any Owner whose title to a Parcel (or a portion of a Parcel) is acquired by foreclosure, trustee sale, deed in lieu of foreclosure or otherwise.

11.6. Lease Protection. Breach of any of the covenants or restrictions contained in this Supplement shall not defeat or render invalid any lease executed by an Owner in good faith and for value as to all or any portion of a Parcel, but all of the foregoing provisions, restrictions and covenants shall be binding upon and effective against the tenant or lessee under any such lease.

12. Term. The covenants, conditions, restrictions and easements contained in this Supplement shall be effective commencing on the date this Supplement is recorded in the Official Records, and shall be coterminous with the Master Declaration, unless this Supplement is modified, amended, cancelled or terminated in accordance with Paragraph 12.3 hereof.

13. Miscellaneous.

13.1. Notices. Any notice to be given hereunder shall be given in writing and delivered in person, or by reputable nationwide overnight courier (e.g., Federal Express), or forwarded by certified or registered mail, postage prepaid, return receipt requested, at the address indicated below, unless the party giving such notice has been notified, in writing of a change of address:

If to Declarant or Manager:

Vestar Gateway, LLC
c/o Vestar
2425 East Camelback Road, Suite 750
Phoenix, Arizona 85016
Attention: President – Management Services

With a copy to:

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

If to GHP:

Gateway HP, LLC
2425 East Camelback Road, Suite 750
Phoenix, Arizona 85016
Attention: President

Any such notice shall be deemed effective on the date on which such notice is delivered, if notice is given by personal delivery or overnight courier, or if notice is sent through the United States mail, on the date of actual delivery as shown on the addressee's receipt or upon the expiration of three (3) days following the date of mailing, whichever first occurs. In no event shall notices be transmitted electronically, whether by text message, by email or by facsimile.

13.2. Attorneys' Fees. In the event of any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party shall be entitled to recover from the unsuccessful party its costs and reasonably attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

13.3. Amendment. GHP and Declarant agree that for so long as Declarant has an interest in the Project, this Supplement may be amended, modified or terminated solely by Declarant and the Owner of the Lot 3 Parcel, without the joinder of any other Owner of the Project. From and after the date that Declarant no longer has an interest in the Project, this Supplement may be terminated, modified or amended only by the written consent of all record Owners of the Project.

13.4. No Waiver. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

13.5. No Agency. Nothing in this Supplement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.

13.6. Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

13.7. Separability. Each provision of this Supplement and the application thereof to the Parcels are hereby declared to be independent of and severable from the remainder of this Supplement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Supplement. In the event the validity or enforceability of

any provision of this Supplement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared.

13.8. Time of Essence. Time is of the essence of this Supplement.

13.9. Governing Law. The laws of the State of Utah shall govern the interpretation, validity, performance, and enforcement of this Supplement.

13.10. Estoppel Certificate. GHP and Declarant agree that within thirty (30) days following receipt of a written request (which shall not be more frequent than one (1) time during any calendar year) of the other party, it will issue, without cost, to such party, or its prospective mortgagee, tenant, purchaser or successor, an estoppel certificate stating to the best of the issuer's knowledge that as of such date (a) whether it knows of any default under this Supplement by the requesting party and if there are known defaults, specifying the nature thereof, (b) whether this Supplement has been assigned, modified or amended in any way by it and if so, then stating the nature thereof, and (c) whether this Supplement is in full force and effect. Such statement shall act as a waiver of any claim by the person furnishing it to the extent such claim is based upon facts contrary to those asserted in the statement and to the extent the claim is asserted against a bona fide encumbrancer or purchaser for value without knowledge of facts to the contrary of those contained in the statement and who has acted in reasonable reliance upon the statement. The issuance of an estoppel certificate shall in no event subject the Person furnishing it to any liability for the negligent or inadvertent failure of such Person to disclose correct and/or relevant information.

13.11. Change in Circumstances. Except as otherwise expressly provided in this Supplement, no change of conditions or circumstances shall operate to extinguish, terminate or modify any of the provisions of this Supplement.

13.12. No Merger. The ownership of the entirety of the Parcels by the same person or entity or its or their affiliates shall not effect a termination of this Supplement. In addition, the ownership of the fee interest and the leasehold estate in and to an entire Parcel by the same person or entity or its or their affiliates shall not affect a termination of this Supplement.

13.13. Further Assurances. Declarant and GHP shall execute and deliver such further documents and instruments and take such further action as may be reasonably requested by the other and as is consistent with the provisions of this Supplement in order to accomplish the purpose and intent of this Supplement.

13.14. VENUE. DECLARANT AND GHP HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY SUBMIT TO THE JURISDICTION OF THE DISTRICT COURT OF SALT COUNTY, UTAH (OR IF THE REQUISITES OF JURISDICTION OBTAIN, THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF UTAH SITTING IN SALT LAKE COUNTY, UTAH) IN CONNECTION WITH ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN OR AMONG GHP AND DECLARANT ARISING OUT OF OR IN ANY WAY RELATED TO THIS SUPPLEMENT. IN THIS REGARD,

THE EXCLUSIVE VENUE OF ANY SUCH DISPUTE SHALL BE IN SALT LAKE COUNTY, UTAH. GHP AND DECLARANT HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY DEFENSE OF FORUM NON CONVENIENS OR ANY OTHER OBJECTION TO VENUE IN SALT LAKE COUNTY, UTAH.

13.15. JURY WAIVER. GHP AND DECLARANT HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN OR AMONG GHP AND DECLARANT ARISING OUT OF OR IN ANY WAY RELATED TO THIS SUPPLEMENT.

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IN WITNESS WHEREOF, Declarant and GHP have executed this Supplement as of the date and year first above written.

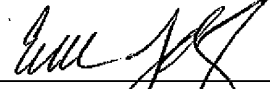
DECLARANT:

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: 
Name: Edward J. Reading
Its: Manager Manager

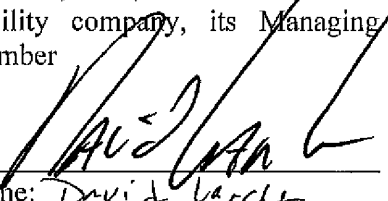
GHP:

GATEWAY HP, LLC,
a Delaware limited liability company

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

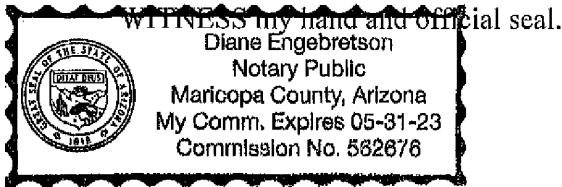
By: SLC Gateway Retail, LLC, a Delaware limited liability company, its Sole Member

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

By: 
Name: David Larcher
Its: Manager

STATE OF Arizona)
County of Maricopa) ss.

On July 22, 2019, before me, Diane Engebretson, a Notary Public in and for said state, personally appeared Edward J. Reading, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the persons, or the entity upon behalf of which the persons acted, executed the instrument.

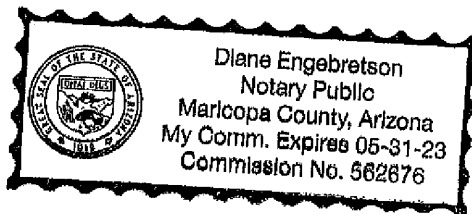


[Signature]
Notary Public in and for said State

STATE OF Arizona)
County of Maricopa) ss.

On July 22, 2019, before me, Diane Engebretson, a Notary Public in and for said state, personally appeared David Larcker, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.



[Signature]
Notary Public in and for said State

EXHIBIT A

LEGAL DESCRIPTION OF LOT 3 PARCEL

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.

EXHIBIT B

SITE PLAN DEPICTING ENCROACHMENT EASEMENT AREA

[See site plan attached]

LEGAL DESCRIPTION OF OVERHANG EASEMENT #1

Beginning at a point on the West Property Line of Parcel 0836376016 (Gateway HP, LLC), said point is North 396.86 feet and West 207.05 feet from the Southeast Corner of Lot 8, Block 80, Plat "A", Salt Lake City Survey; and running thence West 10.00 feet; thence North 61.64 feet; thence East 10.00 feet to a point on said West Property Line; thence South 61.64 feet along said property line to the point of beginning.

Contains 616 sq. ft.

LEGAL DESCRIPTION OF OVERHANG EASEMENT #2

Beginning at a point on the West Property Line of Parcel 0836376016 (Gateway HP, LLC), said point is North 492.79 feet and West 194.32 feet from the Southeast Corner of Lot 8, Block 80, Plat "A", Salt Lake City Survey; and running thence North $51^{\circ}43'26''$ West 5.00 feet; thence North $38^{\circ}16'34''$ East 105.77 feet to a point on said West Property Line; thence (2) courses along said property line as follows: (1) South 8.07 feet and (2) South $38^{\circ}16'34''$ West 99.43 feet to the point of beginning.

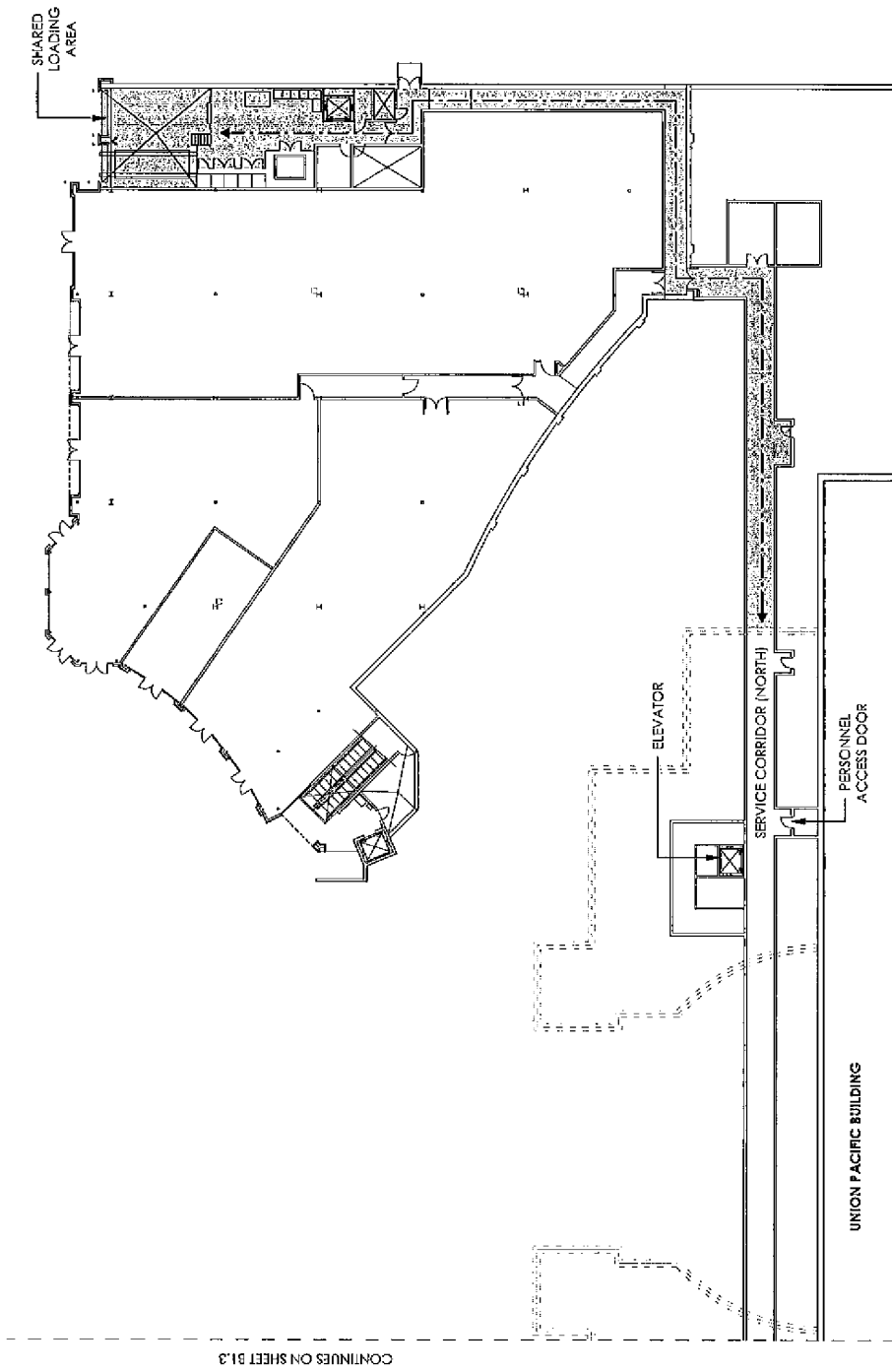
Contains 513 sq. ft.

[See attached]

EXHIBIT C

SITE PLAN DEPICTING SHARED LOADING AREA

[See attached]



CONTINUES ON SHEET B1.3

1 LOT 4 LOADING DOCK AND SERVICE CORRIDOR
1" = 30'-0"



		703 E 1700 S, Salt Lake City, UT 84105 P:801.466.8818	GATEWAY MALL RETAIL LOD ISSUED DATE: 06/12/2019
		<h1>B1.4</h1>	

EXHIBIT D

SITE PLAN DEPICTING PROTECTED AREA

