

WHEN RECORDED, PLEASE MAIL TO:

Vestar Gateway, LLC
Attention: General Counsel
2415 E. Camelback Road, Suite 100
Phoenix, Arizona 85016

14066594 B: 11397 P: 9088 Total Pages: 20
01/27/2023 01:04 PM By: adavis Fees: \$50.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: LAWYERS TITLE NATIONAL COMMERCIAL SERVICES PH
2390 E CAMELBACK, STE 230PHOENIX, AZ 85016

Affects the following parcels:

Space above for Recorder's use.

(Tax Parcel Nos. 15-01-131-017, 15-01-131-002, 15-01-131-003)
(Tax Parcel Nos. 15-01-131-007, 15-01-131-008, 08-36-376-041)
(Tax Parcel No. 15-01-131-016, 15-01-176-019, 15-01-131-004)
(Tax Parcel No. 15-01-131-011, 15-01-131-013, 15-01-131-015)
(Tax Parcel No. 15-01-131-010, 15-01-131-012, 15-01-131-014)

THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM GATEWAY
BLOCK B CONDOMINIUM PROJECT
AND
AMENDMENT OF RECORD OF SURVEY MAP

THIS THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM GATEWAY BLOCK B CONDOMINIUM PROJECT AND AMENDMENT OF RECORD OF SURVEY MAP (the "**Amendment**") is executed this 30th day of December, 2022, by and among GATEWAY BLOCK B CONDOMINIUM ASSOCIATION, INC., a Utah non-profit corporation ("**Association**"), VESTAR GATEWAY, LLC, a Delaware limited liability company ("**Vestar**"), BCAL GATEWAY PROPERTY, LLC, a Delaware limited liability company ("**Beacon**"), STATE BOARD OF REGENTS (now known as UTAH BOARD OF HIGHER EDUCATION) dba STATE BOARD OF REGENTS LOAN PURCHASE PROGRAM, an Enterprise Fund of the State of Utah ("**Regents**"), and SALT LAKE COUNTY, a body corporate and politic of the State of Utah (the "**County**"). 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 Associates, Ltd. ("**Gateway Ltd.**"), as original Declarant, executed and caused to be recorded that certain Declaration of Condominium for Gateway Block B Condominium Project (the "**Original Declaration**") on February 26, 2001 as Entry No. 7828971 in Book 8427, Page 4752 of the Official Records of the Recorder of Salt Lake

County, Utah (“**Official Records**”), as amended by that certain First Amendment to Declaration of Condominium for Gateway Block B Condominium Project and Amendment of Record of Survey Map recorded on May 16, 2002 as Entry No. 8235748 in Book 8598 at Page 7012 of the Official Records (the “**First Amendment**”), and as further amended by that certain Second Amendment to Declaration of Condominium for Gateway Block B Condominium Project and Amendment of Record of Survey Map recorded on July 20, 2004 as Entry No. 9125323 in Book 9016 at Page 2655 of the Official Records (the “**Second Amendment**”), and as further affected by that certain Assignment of Declarant’s Rights Gateway Block B Condominium Declaration, made and entered into as of February 1, 2016, by and among Gateway Associates, Ltd, a Utah limited partnership, Inland Western Salt Lake City Gateway, L.L.C., a Delaware limited liability company, IWR Gateway Central Plant, L.L.C., a Delaware limited liability company, and Vestar recorded on May 2, 2019, as Entry No. 12980154 of the Official Records (collectively, as so amended and affected, the “**Declaration**”).

- B. Whereas Declarant executed that certain Record of Survey Map for Gateway Block B, a Utah Condominium Project (as amended, the “**Map**”), and caused the same to be recorded in the Official Records on February 26, 2001, as Entry No. 7828970 in Book 2001P at Page 39 of Plats, as amended by the First Amendment, the Second Amendment, and that certain Amendment to Record of Survey Map recorded in the Official Records on September 25, 2013, as Entry No. 11730199, in Book 2013P at Page 193 of Plats.
- C. Whereas, the Condominium Project is subject to that certain unrecorded Declaration of Covenants, Conditions and Restrictions re Office Shared Maintenance dated as of February 28, 2001 as evidenced by that certain Memorandum of Declaration of Covenants, Conditions and Restrictions re Office Shared Maintenance (Gateway) recorded on March 1, 2001 as Entry No. 7833682 in Book 8430 at Page 1773 of the Official Records, as amended by that certain unrecorded First Amendment to Declaration of Covenants, Conditions and Restrictions re Office Shared Maintenance (Gateway), entered into as of January __, 2002 and to be effective as of February 28, 2001 (as evidenced by that certain First Amendment to Memorandum of Declaration of Covenants, Conditions and Restrictions re Office Shared Maintenance recorded on May 6, 2005 as Entry No. 9370287 in Book 9128 at Page 572 of the Official Records), as further amended by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions re Office Shared Maintenance (Gateway), entered into as of May 12, 2005 and to be effective as of April 1, 2005 and as amended by that certain Election of Manager Declaration of Covenants, Conditions and Restrictions re Office Shared Maintenance (Gateway) dated as of February 4, 2016 (collectively, the “**Office Declaration**”).
- D. Whereas, the Condominium Project is also subject to that certain unrecorded Declaration of Covenants, Conditions and Restrictions Re Commercial Shared Maintenance (Gateway) dated February 28, 2001, as evidenced by that certain Memorandum of Declaration of Covenants, Conditions and Restrictions Re Commercial Shared Maintenance (Gateway)

dated February 28, 2001 and recorded on March 1, 2001, as Entry No. 7833681, in Book 8430, Page 1770 of Official Records; as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions Re Commercial Shared Maintenance (Gateway) dated May 12, 2005, as evidenced by that certain First Amendment to Memorandum of Declaration of Covenants, Conditions and Restrictions Re Commercial Shared Maintenance (Gateway) dated May 5, 2005 and recorded on May 6, 2005 as Entry No. 9370286, in Book 9128, Page 563 of Official Records; as modified by that certain Consent and Acknowledgment of Inland Western Salt Lake City Gateway, L.L.C. (Block B Condominium Project) recorded on September 25, 2013, as Entry No. 11730200, in Book 10180, Page 1552 of Official Records; and as amended by that certain unrecorded Assignment and Election Regarding Manager's Rights - Declaration of Covenants, Conditions and Restrictions Re Commercial Shared Maintenance (Gateway) dated February 1, 2016 (collectively, the "**Retail Declaration**").

- E. Reference is further made to that certain Shared Maintenance Agreement dated April 8, 2002, by and between Gateway Associates, Ltd., a Utah limited partnership and Gateway Block B-Office Unit 2 Condominium Association, Inc., a Utah non-profit corporation (the "**2002 Courtyard Agreement**"). It is the intention of the Owners to replace the 2002 Courtyard Agreement with this Amendment.
- F. Whereas, Vestar is the Owner of Retail Units 1, 2, and 3, CP Unit 1, and Parking Unit 1 of the Condominium Project, and is the current Declarant under the Declaration and the Manager under both the Retail Declaration and the Office Declaration.
- G. Whereas, Beacon is the current Owner of Office Unit 1 of the Condominium Project.
- H. Whereas, the County is the current Owner of Retail Unit 4 of the Condominium Project.
- I. Whereas, the Regents is the current Owner of Office Unit 2 of the Condominium Project.
- J. Whereas, the parties hereto desire to amend the Declaration and the Map 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. General Assessments. The following subclause (f) is hereby added to Section 7.04 of the Declaration:

“(f) Notwithstanding the foregoing, Office Unit 1 Owner shall not be responsible for payment of any Assessments for the maintenance, repair or operation of the General Common Elements and the Association shall not levy an Assessment or other charges against (i) the Owner of Office Unit 1 with respect to any General Common Elements for

which Office Unit 1 Owner is obligated to pay maintenance, repair and operation charges under the Declaration, provided that the foregoing shall not relieve Office Unit 1 Owner of its obligations to pay any fees, charges, assessments or contributions that Office Unit 1 Owner is required to pay under the Office Declaration, the Gateway Master Declaration or that certain Central Plant Participation Agreement dated June 30, 2004 and recorded July 20, 2004 as Entry No. 9125322, in Book 9016, at Page 2645 of the Official Records, and that certain Parking License Agreement recorded July 20, 2004 as Entry No. 9125321, in Book 9016, at Page 2635 of the Official Records, in each case as the same has heretofore been and may hereafter be amended, assigned and otherwise modified; or (ii) the Owner of Retail Unit 4 with respect to any General Common Elements for which Retail Unit 4 Owner is obligated to pay maintenance, repair and operation charges under the Retail Declaration, provided that the foregoing shall not relieve Retail Unit 4 Owner of its obligations to pay any fees, charges, assessments or contributions that Retail Unit 4 Owner is required to pay under the Retail Declaration, the Gateway Master Declaration or that certain Central Plant Participation Agreement dated May 15, 2002 in each case as the same has heretofore been and may hereafter be amended, assigned and otherwise modified.”

2. Capital Improvement and Default Assessments. The following subclause (g) is hereby added to Section 7.04 of the Declaration:

“(g) Notwithstanding the terms set forth in Section 7.04(f) above, Office Unit 1 Owner and Retail Unit 4 Owner shall be responsible for payment to Manager under the Retail Declaration and Office Declaration or the Association, as applicable, of (i) subject to 7.04(h) below, such Owner’s respective share, in proportion to its Interests in the Common Elements (“**Proportionate Share**”) of any Assessments, that are assessed or levied to fund major repairs, replacements, modifications, improvements or additions of or to the General Common Elements that are of a capital nature (each, a “**Capital Improvement**” and any such Assessments, “**Capital Improvement Assessments**”), and (ii) any Default Assessments that are assessed in accordance with Section 7.06 of the Declaration. For the avoidance of doubt, any Default Assessments shall not be subject to any of the terms and conditions set forth in this Sections 7.04(f)-(h) and shall continue to be handled in accordance with Section 7.06 of the Declaration.”

3. Major and Minor Capital Improvement Assessments. The following subclause (h) is hereby added to Section 7.04 of the Declaration:

“(h) Office Unit 1 Owner acknowledges and agrees that nothing herein shall be deemed to prevent Manager under the Retail Declaration and Office Declaration, or the Association, as applicable, from making any Capital Improvements to the General Common Elements it deems desirable, subject to any restrictions set forth in the Declaration, the Office Declaration, the Retail Declaration or the Gateway Master Declaration (collectively, the “**Gateway Project Governing Documents**”). Notwithstanding anything in the Declaration to the contrary, Office Unit 1 Owner shall have no obligation to pay its Proportionate Share of any Capital Improvement Assessments that are in excess of \$750,000.00 in the aggregate per calendar year (the “**Assessment Threshold**”), unless Office Unit 1 Owner has approved such Major Capital Assessment (as defined below) in writing, which approval may be withheld by Office Unit 1 Owner in its sole and absolute

discretion. For the purposes hereof, Capital Improvement Assessments in excess of the Assessment Threshold shall be referred to as “**Major Capital Assessments**”; and Capital Improvement Assessments not in excess of the Assessment Threshold shall be referred to as “**Minor Capital Assessments**”. For the avoidance of doubt, if the total amount of Capital Improvement Assessments during a given calendar year exceeds the Assessment Threshold, then only those Capital Improvement Assessments that are in excess of the Assessment Threshold shall be deemed Major Capital Assessments and the remainder of the Capital Improvement Assessments that are below the Assessment Threshold shall be deemed Minor Capital Assessments. For example, if the total amount of the Capital Improvement Assessments for a calendar year is \$760,000.00, then \$750,000.00 of such Capital Improvement Assessments shall constitute Minor Capital Assessments and \$10,000.00 of such Capital Improvement Assessments shall constitute Major Capital Assessments. For the avoidance of doubt, the foregoing methodology shall apply regardless of whether the Capital Improvement Assessments for such calendar year were assessed to fund a single Capital Improvement or multiple Capital Improvements. Office Unit 1 Owner shall also have no obligation to pay its Proportionate Share of any Minor Capital Assessments unless Office Unit 1 Owner has approved (or is deemed to have approved) such Minor Capital Assessments in writing; provided, however, that (a) Office Unit 1 Owner may not unreasonably withhold, delay or condition its consent or approval to such Minor Capital Assessment, and (b) Office Unit 1 Owner shall be deemed to have approved any Minor Capital Assessments if Office Unit 1 Owner does not object in writing to any Minor Capital Assessment within ten (10) business days following Office Unit 1 Owner's receipt of written notice of any Minor Capital Assessment. Office Unit 1 Owner's withholding of consent or approval to any Minor Capital Assessment shall be deemed unreasonable if the underlying proposed Capital Improvement provides a benefit to Office Unit 1 (and the tenants, guests and invitees of Office Unit 1) that is at least reasonably proportionate to its Interest in the Common Elements. In the event Office Unit 1 Owner timely objects in writing to a Minor Capital Assessment and the Manager under the Retail Declaration and Office Declaration or Association, as applicable, and Office Unit 1 Owner disagree as to whether the underlying proposed Capital Improvement provides a benefit to Office Unit 1 (and the tenants, guests and invitees of Office Unit 1) that is at least reasonably proportionate to its Interest in the Common Elements, the parties desire to resolve such disagreement or dispute as quickly as possible. As such, either party may submit the dispute to expedited, binding arbitration under the following expedited procedures:

(a) The parties shall mutually agree upon and appoint an arbitrator in Salt Lake City, Utah within ten (10) business days after either party delivers written notice of its desire to arbitrate a dispute. If the parties are unable to agree on an arbitrator within such ten (10) business day period, then each party shall select an arbitrator within such ten (10) business day period and the two arbitrators shall then select a neutral third arbitrator located in Salt Lake City, Utah who shall be appointed to resolve the dispute promptly thereafter (and in all events within ten (10) days). If the two arbitrators are unable to agree on a neutral third arbitrator within two (2) business days of their appointment, the third arbitrator shall be selected by the American Arbitration Association in accordance with the terms of this Agreement.

(b) The appointed arbitrator(s) will contact the parties to set a date and location to present the dispute to the arbitrator(s) within ten (10) business days of such arbitrator's appointment. If the arbitrator and the parties are unable to agree upon a date within such ten (10) business day period, then the arbitrator shall select a date, time and location within such ten (10) business day period which shall be binding upon the parties.

(c) The sole issue to be decided by the arbitrator(s) shall be whether a proposed Capital Improvement to the General Common Elements provides a benefit to Office Unit 1 (and the tenants, guests and invitees of Office Unit 1) that is at least reasonably in proportion to its Interest in the Common Elements. The arbitration will be held on the date and time agreed by the parties or otherwise set by the arbitrator(s) at the office of the arbitrator or other location agreed by the parties or designated by the arbitrator. Each party shall have no more than one (1) hour to present its claim to the arbitrator(s). The party initiating the arbitration shall present its claim first followed by the party responding to the arbitration notice. Each of the arbitrators shall have the discretion to consider such evidence as he/she deems relevant to the arbitration. Following completion of the presentation of the dispute by both parties, each of the arbitrators shall be permitted to request such further evidence as he/she deems necessary to render a decision. The arbitrator(s) shall have the discretion to continue the arbitration until the next business day, but in no event shall the arbitration continue beyond the close of business on such second (2nd) business day. The arbitrator(s) shall issue a written decision to both parties within two (2) business days of the completion of the arbitration. The decision of the arbitrator(s) shall be final and conclusive on the parties.”

4. Budgets. The following subclause (d) is hereby added to Section 7.03 of the Declaration:

“(d) Notwithstanding the provisions of Section 7.03 of the Declaration or otherwise in any other Gateway Project Governing Documents, if any budget(s) is ever adopted under the Declaration that relates to the maintenance, repair and operation of the General Common Elements as shown on the Map, Office Unit 1 Owner shall have no review, approval, ratification or other rights with respect to any such budget(s). If Office Unit 1 Owner is responsible for paying its Proportionate Share of any Capital Improvement Assessment pursuant to Section 7.04 of the Declaration, Manager under the Retail Declaration and Office Declaration or the Association, as applicable, shall provide to Office Unit 1 Owner reasonable documentation substantiating the amount of the Capital Improvement Assessment being assessed.”

5. Maintenance of General Common Elements and Self Help. Section 9.01 of the Declaration is hereby amended to add at the end thereof the following:

“Notwithstanding the foregoing, so long as the Retail Declaration and Office Declaration shall be in effect, the General Common Elements in the Condominium Project shall be maintained, repaired and operated by the Manager under the Retail Declaration and Office Declaration and the Association shall not be obligated to maintain, repair and operate such General Common Elements as set forth above, provided that the Association shall retain all rights granted to Association as set forth in this Section. In addition to all other remedies

available at law or in equity, upon a failure of Manager or the Association, as applicable, to maintain, repair and operate the General Common Elements in accordance with Section 9.01 of the Declaration and to cure such breach within thirty (30) days following written notice of such breach given by Office Unit 1 Owner or, with respect to any such breach the nature of which cannot reasonably be cured within such thirty (30) day period, within such reasonable period of time as may be necessary to cure such breach, but not to exceed ninety (90) days in the aggregate (provided that Manager or the Association, as applicable, commences such cure within such thirty (30) day period and thereafter diligently prosecutes such cure to completion), Office Unit 1 Owner shall have the right to perform such maintenance, repair, or operation obligation on behalf of Manager or the Association, as applicable and to be reimbursed by Manager or the Association, as applicable upon demand for the reasonable costs thereof, together with interest at the interest rate per annum published by the Wall Street Journal as the prime rate (or in the event the Wall Street Journal no longer publishes a prime rate, then the prime rate or reference rate announce by the then largest chartered bank in Utah in terms of deposits) from time to time plus two percentage (2%) points per annum, but in no amount more than any maximum rate of interest permitted by law.”

6. Insurance.

(a) Section 12.01 of the Declaration is hereby amended to add at the end thereof the following: “Notwithstanding the foregoing, so long as the Retail Declaration and Office Declaration shall be in effect, the General Common Elements in the Condominium Project shall be insured by the Manager under the Retail Declaration and Office Declaration, at Manager’s sole cost and expense, and in accordance with the terms set forth above (and Section 12.03 below), and the Association shall not be obligated to insure such General Common Elements. Office Unit 1 Owner shall be responsible, at its sole cost and expense, for insuring, the Limited Common Elements appurtenant to Office Unit 1 as shown on the Map and the Courtyard in accordance with the terms set forth above (and Section 12.03 below) and the Association shall not be obligated to insure such Limited Common Elements.”

(b) Section 12.02 of the Declaration is hereby amended to add at the end thereof the following: “Notwithstanding the foregoing, so long as the Retail Declaration and Office Declaration shall be in effect, the General Common Elements in the Condominium Project shall be insured by the Manager under the Retail Declaration and Office Declaration, at Manager’s sole cost and expense, and in accordance with the terms set forth above (and Section 12.03 below), and the Association shall not be obligated to insure such General Common Elements. Office Unit 1 Owner shall be responsible, at its sole cost and expense, for insuring, the Limited Common Elements appurtenant to Office Unit 1 as shown on the Map and the Courtyard in accordance with the terms set forth above (and Section 12.03 below) and the Association shall not be obligated to insure such Limited Common Elements.”

7. Gem Patio Courtyard. The last two sentences of Section 1.01(hh) of the Declaration (per the First Amendment) are hereby deleted and replaced with the following:

“Notwithstanding anything contained in this Declaration or on the Map to the contrary, with respect to the courtyard area designated as Office Limited Common on Level 05 Plan

View of the Map (the “**Courtyard**”), such area shall be deemed Limited Common Element for the benefit, use and enjoyment of each and every Owner of the Condominium Project and any Guest of an Owner, including, without limitation, tenants of each Owner. All Owners and their Guests may use the Courtyard in compliance with the provisions of the Declaration, including Section 10.05 hereof. Office Unit 1 Owner may, from time to time, adopt and enforce rules and regulations regulating the use of the Courtyard by all Owners and their Guests, provided such rules and regulations are in accordance with the provisions of the Declaration and approved by Declarant, Office Unit 2 Owner and Retail Units 1-4 Owners (which approval shall not be unreasonably withheld, conditioned or delayed). Office Unit 1 Owner represents it has provided a true and correct copy of the current Courtyard Rules for the Hidden Gem Courtyard to each Owner and the Owners hereby acknowledge that such Courtyard Rules for the Hidden Gem Courtyard which are in place as of the date hereof and which have been provided to each Owner, are approved. Notwithstanding anything herein to the contrary, each Owner hereby acknowledges and agrees that certain doors to the Courtyard provide emergency egress to tenants and guests of Office Unit 2 and each Owner acknowledges and agrees that it shall not prohibit or block emergency egress through such doors.”

8. Maintenance of Courtyard. Section 9.02 of the Declaration is hereby amended to add the following at the end thereof:

“The Courtyard shall be maintained, repaired and operated by Office Unit 1 Owner and its successors and/or assigns at its sole cost and expense, and in compliance with the requirements set forth in the Declaration, including Section 9.02 hereof.”

9. Courtyard Improvements. The following subclause (h) is hereby added to Section 10.06 of the Declaration:

“(h) For the avoidance of doubt, the construction of those certain improvements to the Courtyard as set forth on Exhibit D attached hereto (the “**Courtyard Improvements**”), and the improvement and alteration of the Courtyard pursuant to the Courtyard Improvements by Office Unit 1 Owner are complete and all Owners confirm their approval of such Improvements, as completed. The costs and expenses associated with the Courtyard Improvements have been paid by Office Unit 1 Owner and no costs related to such Improvements shall be passed down as a Common Expense to the Owners of Office Unit 2, Retail Units 1-3, or Retail Unit 4 or any other Owner within the Condominium Project.”

10. Exhibit D. The attached Exhibit D is hereby added as an Exhibit to the Declaration.

11. Amendments to Map. The Map is hereby amended so that (i) the areas identified on Exhibit A-1 attached hereto are designated as General Common Elements and (ii) the areas identified on Exhibit A-2 are designated Limited Common Elements for the use of the applicable Unit Owner(s) identified on Exhibit A-2.

12. Interests in Common Elements. This Amendment shall not be construed as being the express consent of all Owners to alter the Interests in Common Elements as is allowed by Section 3.03 of the Declaration.

13. Miscellaneous.

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

ASSOCIATION

Gateway Block B Condominium Association, Inc., a Utah non-profit corporation

By: [Signature]
Name: Edward J. Reading
Its: Manager

STATE OF Arizona)

: ss.

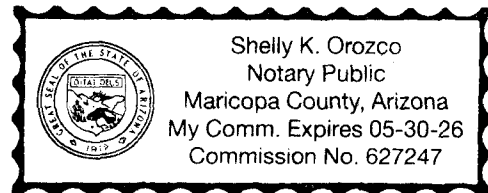
COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me this 21st day of Nov, 2022 by Edward J. Reading the Manager of Gateway Block B Condominium Association, Inc., a Utah non-profit corporation.

[Signature]
NOTARY PUBLIC

My Commission Expires: 5-30-26

Residing at Phoenix, AZ



**RETAIL UNITS 1, 2 and 3, CP Unit 1 and
Parking Unit 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: *Edward J. Reading*
Name: Edward Reading
Its: Manager

STATE OF Arizona)

: ss.

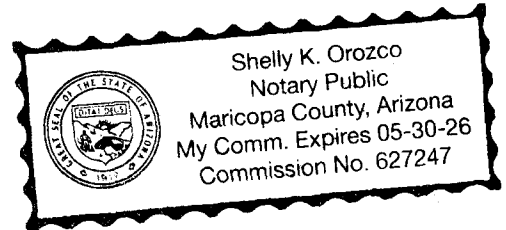
COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me this 21st day of Nov., 2022 by Edward J. Reading 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.

Shelly K. Orozco
NOTARY PUBLIC

My Commission Expires: 5-30-26

Residing at Phoenix, AZ



CONSENT OF VESTAR GATEWAY, LLC'S LENDER

CIM REAL ESTATE CREDIT, LLC

By: David Thompson
Name: Vice President
Title: and
Chief Financial Officer

STATE OF _____)

: ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by _____, the _____ of CIM Real Estate Credit, LLC.

NOTARY PUBLIC

My Commission Expires: _____

Residing at _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Notarizing.com

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that

State of California }
County of Los Angeles }

On 10/20, 2022 before me, MAGGIE MURADIAN, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared DAVID THOMPSON
Name(s) of Signer(s)

Who 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 California that the foregoing paragraph is true and correct.



Place Notary Seal and/or Stamp Above

WITNESS my hand and official seal.
Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

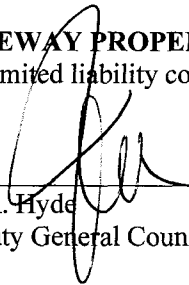
Capacity(ies) Claimed by Signer(s)

Signer's Name: DAVID THOMPSON
[] Corporate Officer - Title(s): VP & CFO
[] Partner - [] Limited [] General
[] Individual [] Attorney in Fact
[] Trustee [] Guardian of Conservator
[] Other: _____
Signer is Representing: _____

Signer's Name: _____
[] Corporate Officer - Title(s): _____
[] Partner - [] Limited [] General
[] Individual [] Attorney in Fact
[] Trustee [] Guardian of Conservator
[] Other: _____
Signer is Representing: _____

OFFICE UNIT 1 OWNER:

BCAL GATEWAY PROPERTY LLC,
a Delaware limited liability company

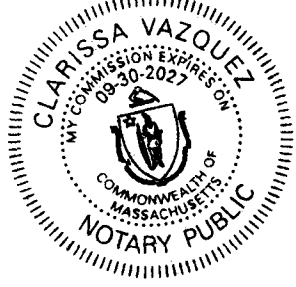
By: 
Name: Jill R. Hyde
Title: Deputy General Counsel


COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF SUFFOLK)

October 18, 2022

On this day, before me, the undersigned notary public, personally appeared Jill R. Hyde, proved to me through satisfactory evidence of identification, being (check whichever applies) driver's license or other state or federal governmental document bearing a photographic image; oath or affirmation of a credible witness known to me who knows the above signatory; or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by her as her free act and deed, voluntarily for its stated purpose as Deputy General Counsel of BCal Gateway Property LLC, a Delaware limited liability company, as the voluntary act of said BCal Gateway Property LLC.





Clarissa Vazquez, Notary Public

My Commission Expires: 9/30/2027

CONSENT OF BCAL GATEWAY PROPERTY LLC'S LENDER

NEW YORK LIFE INSURANCE COMPANY, a
New York mutual insurance company

By: Colleen Larkin SK
Name: COLLEEN LARKIN
Title: VICE PRESIDENT

STATE OF New York)

: ss.

COUNTY OF Bronx)

On October 27, 2022, before me, Vanessa M. Hill, a Notary Public, personally appeared COLLEEN LARKIN VICE PRESIDENT, who 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.

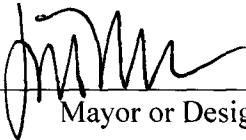
WITNESS my hand and official seal.

Signature Vanessa M. Hill

VANESSA M HILL
Notary Public, State of New York
No. 01HI6031892
Qualified in Bronx County
Commission Expires 2-27-26

RETAIL UNIT 4 OWNER:

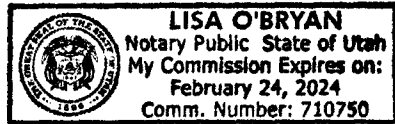
SALT LAKE COUNTY, a body corporate and politic of the State of Utah

By: 
Mayor or Designee

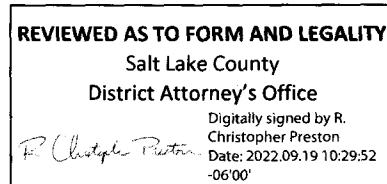
STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this 21 day of September 2022, personally appeared before me Jill Miller, who being duly sworn, did say that (s)he is the Associate of Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.
Deputy Mayor

[SEAL]




NOTARY PUBLIC
Residing in Salt Lake County, Utah



OFFICE UNIT 2 OWNER:

STATE BOARD OF REGENTS (now known as
UTAH BOARD OF HIGHER EDUCATION) dba
STATE BOARD OF REGENTS LOAN
PURCHASE PROGRAM, an Enterprise Fund of
the State of Utah

By: *Dave Woolstenhulme*

Name: *Dave Woolstenhulme*

Title: *Commissioner of Higher Education*
DW

STATE OF *Utah*)

: ss.

COUNTY OF *Salt Lake*)

The foregoing instrument was acknowledged before me this *20* day of *Sept.*, 2022
by *Dave Woolstenhulme* *Commissioner* of STATE BOARD OF REGENTS (now known
as UTAH BOARD OF HIGHER EDUCATION) dba STATE BOARD OF REGENTS LOAN
PURCHASE PROGRAM, an Enterprise Fund of the State of Utah.

Brynn Fronk
NOTARY PUBLIC

My Commission Expires: *5/30/2026*

Residing at *Bountiful, UT*

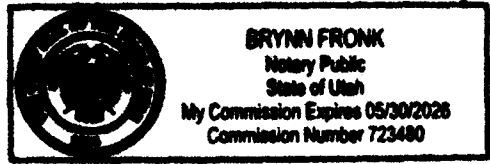


EXHIBIT A-1

(AMENDMENT TO MAP – GENERAL COMMON ELEMENTS)

Block B

Location	Area	Room # (if applicable)
Level 01 Plan View	Parking Office and Maintenance Shop	NG-0-01
Parking Level 01 Plan View	Pump Room	N/A
Level 01 Plan View/ Level 02 Plan View/ Level 05 Plan View	Emergency Stairwell	N/A
Level 04 Plan View	Phone Room B +3	NG+3-04
Level 04 Plan View	Electrical	NG+3-05

EXHIBIT A-2

(AMENDMENT TO MAP – LIMITED COMMON ELEMENTS)

Block B

Location	Area	Unit Owner
Level 01 Plan View & Level 02 Plan View	Service Corridor	Retail Units 1 and 4
Office Tower – Roof	Roof	Office Unit 1
Parking Level 02 & 03 Plan View	Office Parking Vestibules (adjacent to Office Elevators)	Office Unit 1
All Tower Office Levels	Office Vestibules	Office Unit 1
All Tower Office Levels	Office Common Area Restrooms	Office Unit 1
All Tower Office Levels	Office Common Area Hallways	Office Unit 1
All Tower Office Levels	Office Emergency Stairwells	Office Unit 1
Penthouse of Office Tower	Plenum – mechanical room	Office Unit 1
Roof of Office Tower	Office Cooling Towers	Office Unit 1
Parking level 01 Plan View through Office Tower level	Office Elevators	Office Unit 1
Parking level 01 Plan View through Office Tower level	Office Exterior Building Lighting	Office Unit 1
Parking level 01 Plan View through Office Tower level	Office Life Safety System	Office Unit 1
Parking level 01 Plan View through Office Tower level	Office Common Area Security Cameras	Office Unit 1
All Tower Office Levels	Office Mail Rooms	Office Unit 1
Level 05 Plan View	Roof Top Patio/Hidden Gem	All Unit Owners

EXHIBIT D

(AMENDMENT TO DECLARATION - COURTYARD IMPROVEMENTS)

The Courtyard Improvements consist of that certain Construction Set dated November 20, 2017 prepared by WOW atelier, LLC, as Project No. 170014, consisting of 35 pages, a copy of which shall remain on file with the Owner of Unit 1.