



**DECLARATION OF RESTRICTIONS
(Dick's)**

This Declaration of Restrictions ("Declaration") is made effective this 18 day of December, 2009-2010 ("Effective Date"), by Blue Marlin Investments LLC, an Idaho limited liability company ("Declarant") and Dick's Sporting Goods, Inc., a Delaware corporation ("Dick's").

RECITALS

A. Declarant is the fee owner of a parcel of land legally described as "North Expansion Parcel" and "West Parcel" on Exhibit A attached hereto and made a part hereof (the "Restricted Parcels").

B. Declarant, as Landlord, and Dick's, as Tenant, have entered into that certain Lease dated December 18, 2009 ("Dick's Lease"), whereby Declarant has leased to Dick's that certain property located near the Restricted Parcels, as more particularly described on Exhibit B attached hereto and made a part by reference ("Dick's Parcel"). The term "Dick's Tenant" shall mean Dick's, so long as it is the tenant under the Dick's Lease, and if the Dick's Lease is assigned, then the current tenant under the Dick's Lease. The Dick's Parcel is owned by Declarant and is part of an integrated retail shopping center located adjacent to the Restricted Parcels. A Memorandum of Lease evidencing the Dick's Lease is recorded as Instrument No. 110018817, Records of Ada County, Idaho ("Lease Memorandum").

C. In connection with and in consideration of Dick's entering into the Dick's Lease with Declarant, Declarant agreed, among other things, to place a restrictive covenant against the Restricted Parcels for the benefit of the Dick's Tenant and Owner of Dick's Parcel so that the Restricted Parcels are not used for certain commercial purposes.

D. Declarant, as the Owner of the Restricted Parcels and the Owner of the Dick's Parcel, and Dick's, as the Dick's Tenant, now desire to memorialize the restrictions on the Restricted Parcels, upon and subject to the terms and conditions contained herein.

NOW, THEREFORE, Declarant and Dick's hereby agree that the Restricted Parcels shall be subject to and held, sold, conveyed, leased, encumbered, used, occupied and improved subject to the terms of this Declaration:

1. **RECITALS:** The foregoing recitals are material provisions of this Declaration, not mere recitals.

2. **DEFINITIONS:** As used in this Declaration, the term "Owner" shall mean the record holder of fee simple title to a Parcel, the term "Parcel" shall mean the Dick's Parcel and Restricted Parcels, individually, the term "Occupant" shall mean any individual or form of legal entity that from

time to time is entitled to the use and occupancy of any portion of the Dick's Parcel or the Restricted Parcels under an ownership right or any lease, sublease, assignment, license concession or other similar agreement, and the term "Affiliate" means any entity under common control with Declarant or in which Declarant has a direct or indirect interest. From and after the date an Affiliate of Declarant acquires title to any portion of the Restricted Parcels, the term "Declarant" shall be deemed to mean Declarant and its Affiliate, collectively.

3. MULTIPLE OWNERS.

- (a) Declarant may, from time to time, sell portions of the Restricted Parcels to unrelated third parties such that there may be multiple owners of the Restricted Parcel. If Declarant sells and conveys portion(s) of the Restricted Parcels to an unrelated third party(ies) which is not an Affiliate ("Subparcel Owner"), then the portion(s) of the Restricted Parcels sold and conveyed to any such Subparcel Owner shall be referred to herein as "Restricted Subparcel".
- (b) The Subparcel Owner shall only be liable and responsible for complying with the obligations of this Declaration arising from or related to its Restricted Subparcel, and provided further, the Restricted Subparcel shall be released from the obligations arising under this Declaration upon the earlier to occur of:
 - (i) if on the date such Subparcel Owner acquires title to the Restricted Subparcel, a Go Dark Event exists and no Reopening Notice has been given, then the Restricted Subparcel shall be released from the Restrictions as of the date the Subparcel Owner acquires title to the Restricted Subparcel; or
 - (ii) if on the date such Subparcel Owner acquires title to the Restricted Subparcel:
 - (a) a Go Dark Event has not occurred, or
 - (b) a Go Dark Event has occurred and a Reopening Notice has been given regarding such Go Dark Event,then the Restricted Subparcel shall continue to be subject to the Restrictions until such time as a Go Dark Event occurs, at which time the Restricted Subparcel shall be released from the Restrictions as of the date the Go Dark Event occurs.
 - (iii) Upon the termination of the Restriction under (i) or (ii) above, the Subparcel Owner shall have the right to request a termination of the Restrictions as to the Restricted Subparcel in the manner provided below.
- (c) The Declarant shall only be liable and responsible for complying with the obligations of this Declaration arising from or related to the portion of the Restricted Parcels owned by Declarant from time to time. Upon the sale of the Restricted Parcels (or the remaining portion thereof then owned by Declarant) to an unrelated third party which is not an Affiliate of Declarant, the provisions of Subsection 3(b)(i) and (ii) shall apply and shall control when the Restrictions are released.

4. EFFECTIVE DATE AND DURATION.

- (a) This Declaration shall be applicable from and after the date of recordation of this Declaration in the official records of Ada County, Idaho, and shall continue in force and effect until the earlier to occur of the following (each a "Termination Date"):

i) the expiration or termination of the Dick's Lease, as evidenced by a recorded termination of the Dick's Lease;

ii) the date the Declarant, the Subparcel Owners (if any) and the Dick's Tenant agree in writing to terminate this Declaration as evidenced by a recorded termination;

iii) if a Restricted Subparcel has been sold and conveyed to a Subparcel Owner, then upon the release of the Restricted Subparcel from the Restrictions pursuant to Subparagraph 3(b)(i) or (ii) above, this Declaration shall terminate as to the Restricted Subparcel *only*, and, within thirty (30) days after receipt of a written request together with the proposed partial release and termination document, the Dick's Tenant agrees to execute and deliver to Declarant and the Subparcel Owner a partial release and termination of this Declaration as to the Restricted Subparcel ("**Subparcel Termination**"); or

iv) if the Restricted Parcels (or remaining portion thereof then owned by Declarant) have been sold and conveyed to an unrelated third party which is not an Affiliate of Declarant, then upon the release of the such property from the Restrictions pursuant to Subparagraph 3(b)(i) or (ii) above, this Declaration shall terminate, and, within thirty (30) days after receipt of a written request together with the proposed full release and termination document, the Dick's Tenant agrees to execute and deliver to Declarant a full release and termination of this Declaration ("**Full Termination**").

(b) Upon the Subparcel Termination, as to such Restricted Subparcel, or Full Termination, as to the Restricted Parcels, this Declaration and all rights, privileges, obligations and duties derived from, created and imposed by this Declaration shall terminate. Notwithstanding such Subparcel Termination or Full Termination, this Declaration shall not limit any remedy at law or in equity that the Dick's Tenant or the Owner of the Dick's Parcel may have against any person with respect to any liability or obligation arising or to be performed under this Declaration prior to the date of termination.

5. **RESTRICTION:** Declarant hereby covenants that, from the date hereof and continuing until the Subparcel Termination or Full Termination (as applicable), no portion of the Restricted Parcels shall be used for the following (collectively, "**Restrictions**"):

(a) The retail sale, rental and/or distribution, either singly or in any combination of the Protected Items (the "**Precluded Use Activity(ies)**"). "**Protected Items**" means (i) health, fitness and/or exercise equipment; (ii) sporting goods and sporting equipment (including, but not limited to, golf equipment and accessories); (iii) hunting, camping and fishing equipment and accessories; and/or (iv) athletic footwear.

(b) Notwithstanding the foregoing Precluded Use Activity(ies) set forth in Subsection (a) above, the retail sale of the Protected Items in the lesser of (i) five percent (5%) in the aggregate of any Occupant's floor area (which shall include an

allocable portion of the aisle space adjacent to such sales floor area of such use) or (ii) one thousand (1,000) square feet of floor area in the aggregate of such Occupant's floor area (which shall include an allocable portion of the aisle space adjacent to such sales floor area of such use), is permitted without being in violation of this Restriction.

(c) In addition, the Precluded Use Activity(ies) shall not apply to a retail department store or club store which department or club store is greater than 80,000 square feet of floor area whose primary business is not a sporting goods store (such as Costco, Target, Shopko), provided that such store shall not include a sporting goods superstore such as a Sports Authority, Bass Pro, Cabella's, Gander Mountain or the like.

(d) Declarant or Subparcel Owner shall not be in default of this Declaration unless an Occupant of the Restricted Parcels or Restricted Subparcel, respectively, operates a use in violation of this Declaration and either (i) is permitted to do so under the terms of its lease or occupancy agreement; or (ii) such Occupant operates a use in violation of the terms of its lease or occupancy agreement and the Declarant or Subparcel Owner of the Restricted Parcels or Restricted Subparcel, respectively, does not use reasonable best efforts to cure such violation promptly and diligently (including the filing of appropriate legal action including seeking injunctive relief). Further, the Declarant or Subparcel Owner shall not be in default of this Declaration unless the Owner of the Dick's Parcel or the Dick's Tenant provide written notice of such violation to the defaulting Declarant or Subparcel Owner and such defaulting party fails to cure such default within ten (10) days thereafter. If the Declarant, as to the Restricted Parcels excluding the Restricted Subparcels, or the Subparcel Owner, as to its Restricted Subparcel, does not cure such default within such 10-day period, the Owner of the Dick's Parcel or the Dick's Tenant shall also have the right to enforce this Declaration directly against such defaulting party or its Occupant.

(e) (i) If the Occupant of the Dick's Parcel under the Dick's Lease ("**Dick's Occupant**") is not (i) opened as a sporting goods store within eighteen (18) months after the recordation of this Declaration, or (ii) operating as a sporting goods store for a period of one (1) year thereafter for reasons other than fire or casualty, an event beyond the reasonable control of the Dick's Occupant (other than payment of money), or repairs, remodeling and renovation (provided the Dick's Occupant or the Owner of the Dick's Parcel has commenced such repairs, remodeling or renovation within such 1-year period and diligently pursues the same to completion), then the Precluded Use Activity(ies) set forth in Subsection (a) shall be of no further force and effect ("**Go Dark Event**"), except as provided in subsection (ii) below.

(ii) If a Go Dark Event occurs and the Dick's Occupant subsequently commences or re-commences operations as a sporting goods store in the Dick's Parcel and the Owner of the Dick's Parcel or the Dick's Tenant provides Declarant with written notice thereof ("**Re-Opening Notice**"), then from and after the date of the Re-Opening Notice, the Precluded Use Activity(ies) shall again be effective and shall re-commence as to the portion of the Restricted Property then owned by Declarant, as of the date the Re-Opening Notice is provided; provided, however, the Occupant(s) of any portion of the Restricted Parcels owned by Declarant who acquired the right to operate or engaged in Precluded Use Activity(ies) in the period of time between the Go Dark Event and the date of the Re-

Opening Notice shall not be subject to the terms and provisions of the Precluded Use Activity(ies), provided that such Precluded Use Activity(ies) are not in violation of said Occupant's occupancy agreement.

(f) If a Re-Opening Notice is provided and subsequent thereto another Go Dark Event(s) occurs, the provisions set forth in subsection (e) above shall apply to each subsequent Go Dark Event and Re-Opening Notice.

6. ESTOPPEL CERTIFICATE. The Owner of the Restricted Parcels and/or a Subparcel Owner (a "**Requesting Party**") may, at any time and from time to time, deliver notice to the Dick's Tenant and/or the Owner of the Dick's Parcel (a "**Responding Party**") requesting that the Responding Party execute an estoppel certificate ("**Estoppel Certificate**") certifying to the Requesting Party (i) the name and address of the current Dick's Tenant and the current Occupant of the Dick's Parcel; (ii) whether the Dick's Lease is then in full force and effect; (iii) whether a Go Dark Event has occurred; and (iv) if a sporting goods store is not operating on the Dick's Parcel, whether such closure is as a result of a fire or casualty, an event beyond the reasonable control of the Dick's Tenant (other than payment of money), or repairs, remodeling or renovation. Such Estoppel Certificate shall be provided within thirty (30) days after such request is made. The statements contained in such Estoppel Certificate are not affirmative representations, warranties, covenants or waivers but shall act solely to estop the Responding Party from asserting any claim or defense against the Requesting Party based on facts contrary to those stated in the Estoppel Certificate.

7. RIGHT TO ENFORCE. The Restriction may be enforced only by (i) the Dick's Tenant, (ii) the Owner of the Dick's Parcel, (iii) Declarant, and (iv) the Subparcel Owner (if any) (each an "**Enforcing Party**"). This Declaration is not intended to benefit any other property, nor shall any other person have any interest therein or right to enforce the same.

8. DEFAULT.

(a) Declarant or the Subparcel Owner, or the Occupant of the Restricted Parcels or Restricted Subparcels (except in each case as to a Restricted Parcel or Restricted Subparcel for which a termination has occurred) ("**Defaulting Party**") shall be in default of this Declaration if such Defaulting Party fails to observe or perform any of the covenants, conditions or obligations of this Declaration related to the Restricted Parcel or Restricted Subparcel owned by such Defaulting Party, and such Defaulting Party fails to cure such default within ten (10) days after the issuance of a written notice from an Enforcing Party specifying the nature of such default. If the Defaulting Party does not cure the default within the foregoing time, the Enforcing Party shall have the right to prosecute any proceedings at law or in equity, including the right of injunction and declaratory relief, against the Defaulting Party, or any Occupant of the Defaulting Party's Parcel violating or attempting to violate the provisions contained in this Declaration, and to recover damages for such violation or default.

(b) Damages for the purpose of this Declaration and subsection (a) above shall include attorney's fees and costs provided hereunder, direct, indirect and consequential damages, excluding only punitive damages, and specifically including without limitation (i) all liability of the Owner of the Dick's Parcel for damages to the Dick's Tenant under the Dick's Lease; (ii) damages to the Dick's Tenant, including any lost or reduced profits cause by such Defaulting Party's default, to the extent permitted under the Dick's Lease, (iii) loss of rent to the Owner of the Dick's Parcel under the Dick's Lease, and (iv) loss of value to the Dick's Parcel, as to the Dick's Parcel Owner, resulting from a termination of the Dick's Lease arising from a violation of this Declaration.

9. **INDEMNITY.** The Defaulting Party shall defend, indemnify, protect and hold the Enforcing Party(ies) harmless for, from and against any and all causes of action, claims, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees and court costs) arising out of its failure to comply with the provisions of this Declaration.

10. **NOTICES.** Any notice, consent or approval provided for herein shall be deemed duly given by the sender thereof to the addressee thereof only if in writing and mailed to such addressee at the "**Notice Address**" of such addressee (as set forth below) by registered or certified mail, postage prepaid, return receipt requested, or by Federal Express, Airborne or other overnight courier service which delivers upon signed receipt of the addressee. The Notice Address for any other person entitled to receive notice hereunder (i.e., Subparcel Owner, Occupant, Dick's Tenant) shall be to the name and address of such person if written notice of the Notice Address is provided to the other parties in writing, or if such notice is not so not provided, then at either the address of the corporate or executive offices of such party or the address shown on the tax rolls for such party. The time of the giving of any such notice given in the manner required above shall be the time of receipt thereof by the addressee or any agent of the addressee, except that if the addressee or such agent of the addressee shall refuse to receive any such notice given in the manner required or if there shall be no person available at the time of delivery thereof to receive such notice, the time of the giving of such notice shall be the time of such refusal or the time of such attempted delivery, as the case may be.

The Notice Address of Declarant shall be:

with a copy to:

Blue Marlin Investments LLC
PO Box 8204
Boise, ID 83707
Attention: Jeff Moore

Blue Marlin Investments LLC
1940 S. Bonita Way, Suite 160
Meridian, ID 83642
Attention: Jeff Moore

The Notice Address of Dick's shall be:

with a copy to:

Dick's Sporting Goods, Inc.
300 Industry Drive
Pittsburgh, Pennsylvania 15275
Attention: Senior Vice President – Real Estate
Fax #: 724-227-1925

Dick's Sporting Goods, Inc.
300 Industry Drive
Pittsburgh, Pennsylvania 15275
Attention: Legal Department
Fax #: 724-227-1928

If the sender of any notice to any addressee shall have previously been given notice by said addressee of Notice Address or change of Notice Address of said addressee, such changed Notice Address shall thereafter, as to such sender, be deemed the Notice Address of such addressee. In the event Dick's assigns its interest under the Dick's Lease, Declarant agrees that it will continue to send copies of any notices which Declarant sends under this Declaration to Dick's (at the address provided herein or a changed address as provided herein) as well as to Dick's assignee, until such time as Dick's provides notice that it no longer has an interest in the Dick's Lease.

11. **AMENDMENTS.** This Declaration may only be modified, amended, supplemented or terminated by a declaration in writing, executed and acknowledged by Declarant, the Restricted Subparcel Owner (if any), and the Dick's Tenant.

12. RUNS WITH THE LAND. This Declaration and the Restrictions set forth herein shall be appurtenant to and run with the land and shall be (i) a burden on the Restricted Parcels, (ii) appurtenant to and for the benefit of the Dick's Parcel and the Dick's Tenant, and (iii) binding upon the Owners and Occupants of the Restricted Parcels and Restricted Subparcels and any person acquiring, leasing, using or occupying any portion of the Restricted Parcels or Restricted Subparcels, or any interest therein, whether by operation of law or otherwise. The obligations of the Declarant and Subparcel Owner(s) are as Owners of the Restricted Parcels or Restricted Subparcels, respectively, and the rights, duties and obligations occurring or arising during its ownership of the Restricted Parcel or Restricted Subparcel, respectively.

13. ATTORNEY'S FEES. If any legal action is instituted as a result of a Defaulting Party under this Declaration that is not cured within the applicable cure period, the Enforcing Party(ies) shall be entitled to recover its reasonable attorney's fees from the Defaulting Party.

14. THIRD PARTY BENEFICIARY RIGHTS. This Declaration is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person except the Owners of the Dick's Parcel and the Restricted Parcel, the Dick's Tenant, and their successors or assigns.

15. VENUE. This Declaration shall be construed in accordance with the laws of the State of Idaho and venue shall be in the federal or state courts with jurisdiction over actions in Ada County, Idaho.

16. SEVERABILITY. If any term or provision of this Declaration or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Declaration or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of the Declaration shall be valid and shall be enforced to the extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this Declaration as of the day and year first above written.

[End of Text]

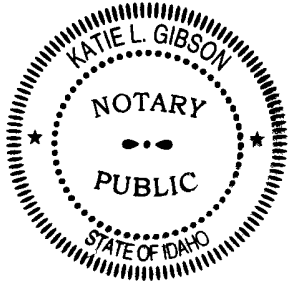
DECLARANT

Blue Marlin Investments LLC, an Idaho limited liability company

By: [Signature]
Its: Manager

STATE OF IDAHO)
) ss.
County of Ada)

On this 16th day of December, 2009, before me, a Notary Public in and for said State, personally appeared Winston H. Moore, known or identified to me to be the manager of Blue Marlin Investments LLC, a limited liability company, the manager who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that he executed the same in said limited liability company name.



Katie L. Gibson
Notary Public for Idaho
Residing at: Nampa Idaho
My commission expires: 01-13-2012

DICK'S SPORTING GOODS, INC.,
a Delaware corporation

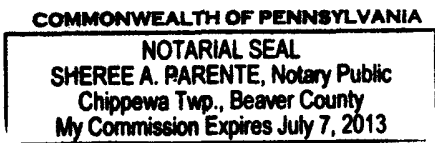
By: [Signature]
Name: Joseph H Schmidt
Title: President & COO

DWS

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this 18 day of December, 2009 before me personally came Joseph H Schmidt to me personally known, who, being by me duly sworn, did depose and say that he resides in Allegheny County, Pennsylvania, that he is the President & COO of DICK'S SPORTING GOODS, INC., a Delaware corporation, the corporation described in and which executed the within instrument, and that acknowledged to me, that having been duly authorized to do so, he executed the same on behalf of and in the name of said corporation.

Witness my hand and Notarial Seal this 18 day of December, 2009.



[Signature]
Notary Public
Sheree A Parente
(Printed Signature)

My Commission Expires: 7/7/2013

My County of Residence: Beaver

Exhibit A
Legal Description
West Parcel and North Expansion Parcel

West Parcel

A parcel of land being all of Lots 1 through 8 in Block 1 of CentrePointe Subdivision according to the official plat thereof as filed in the records of Ada County, Idaho.

North Expansion Parcel

A parcel of land situated in the Southeast quarter of Section 32, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, which parcel is more particularly described as follows:

Commencing at the Northwest corner of Lot 8 in Block 1 of CentrePointe Subdivision according to the official plat thereof as filed in the records of Ada County, Idaho; thence

North 00° 29' 45" East 113.56 feet to a point; thence

North 28° 00' 31" West 238.36 feet to a point; thence

North 25° 08' 01" West 25.02 feet to a point; thence

North 44° 52' 43" West 99.30 feet to a point; thence

North 31° 39' 43" West 201.40 feet to a point; thence

North 47° 39' 43" West 44.31 feet to a point; thence

South 89° 46' 53" East 1,348.50 feet to a point; thence

South 00° 30' 07" West 225.00 feet to a point; thence

South 89° 46' 15" East 290.50 feet to a point on the Westerly right-of-way of North Eagle Road; thence

South 00° 30' 19" West 386.98 feet along the Westerly right-of-way of North Eagle Road to the Northeast corner of Lot 12 in Block 2 of said CentrePointe Subdivision; thence

South 89° 59' 56" West 1,303.49 feet along the North boundary of said CentrePointe Subdivision to the point of beginning.

Exhibit B
Legal Description
Dick's Parcel

A parcel of land being part of Lots 8 and 13 in Block 2 of CentrePointe Subdivision according to the official plat thereof as filed as Instrument Number 107047647 in the records of Ada County, Idaho, which parcel is more particularly described as follows:

Commencing at the Southwest corner of said Lot 8 in Block 2 of CentrePointe Subdivision;
thence

North 18° 34' 13" East 8.47 feet along the West boundary of said Lot 8 to a point of curve;
thence

65.53 feet along a curve to the left, said curve having a central angle of 18° 18' 54", a radius of 205.00 feet, and a long chord bearing North 09° 24' 46" East 65.25 feet along the West boundary of said Lot 8 to a point; thence

North 00° 15' 21" East 192.21 feet along the West boundary of said Lot 8 to a point; thence

South 90° 00' 00" East 552.71 feet to a point; thence

North 00° 00' 00" East 20.63 feet to a point; thence

South 90° 00' 00" East 193.54 feet to a point; thence

North 00° 00' 00" East 31.52 feet to a point; thence

South 90° 00' 00" East 57.19 feet to a point on the East boundary of said Lot 13; thence

South 00° 00' 32" East 197.02 feet along the West boundary of said Lots 8 and 13 to a point;
thence

South 90° 00' 00" West 252.55 feet to a point; thence

South 00° 00' 00" West 119.93 feet to a point on the South boundary of said Lot 8; thence

North 89° 58' 49" West 565.15 feet along the South boundary of said Lot 8 to the point of beginning.

6

11 Pgs



When recorded return to:
Centrepoint Marketplace L.L.C.
c/o Woodbury Corporation
2733 East Parleys Way, Suite 300
Salt Lake City, Utah 84109

10068572

DECLARATION OF RESTRICTIVE COVENANTS AND AGREEMENT

Date: September 2, 2010

1. DECLARATION AND AGREEMENT. Blue Marlin Investments, LLC, an Idaho limited liability company ("Blue Marlin"), is the owner of the property described in Exhibit A attached hereto and depicted on Exhibit B (the "Blue Marlin Parcel"), part of what is commonly known as the Centrepoint Marketplace Shopping Center ("Shopping Center"), and Blue Marlin has conveyed to Centrepoint Marketplace L.L.C., a Utah corporation ("Centrepoint") the remainder of the Shopping Center owned by Blue Marlin (the "Centrepoint Parcel"). Blue Marlin's predecessor in interest in the Shopping Center entered into a Reciprocal Easement Agreement with Kohl's Department Stores, Inc. dated May 11, 2006 and recorded May 15, 2006 as Instrument No. 106076268 of the records of Ada County, Idaho, as amended by the First Amendment recorded November 9, 2006, the Second Amendment recorded April 10, 2007, and the Third Amendment recorded March 2, 2010 (collectively the "Kohl's REA"). To facilitate the orderly, attractive and harmonious development, occupancy and operation of the Shopping Center as a quality commercial development, and to provide for mutual rights and obligations between the parties hereto, the parties declare and agree as provided herein. The Blue Marlin Parcel (or portions thereof as designated below) is subject to the following provisions, which shall run with the Blue Marlin Parcel and each parcel thereof and which shall be binding upon and inure to the benefit of each owner and occupant thereof and their respective successors. This Declaration and Agreement shall not be construed as amending or replacing any existing restrictions of record, but rather shall supplement the same. The configuration and size of future buildings shown with dashed lines on Exhibit B are conceptual only, and this Declaration and Agreement shall not be construed as requiring future development to conform to such concept.

2. PROHIBITED USES. Parcels 2-5 of the Blue Marlin Parcel shall be subject to the following use restrictions. As used in each subsection of this §2, an occupant's "Qualifying Successor" shall mean only a successor occupant whose use in the aggregate is substantially the same as that of the original occupant identified in such subsection.

2.1 SPORTING GOODS. Excepting the existing Dick's Sporting Goods occupant and its Qualifying Successor, Retailers whose display or sales of the following merchandise exceeds the lesser of 1,000 sq ft or 5% of their floor area are prohibited: (a) health, fitness and/or exercise equipment; (b) sporting goods and sporting equipment (including, but not limited to, golf equipment and accessories); (c) hunting, camping and fishing equipment and accessories; and/or (d) athletic footwear.

[Handwritten initials]

2.2 HAMBURGERS. Any restaurant which derives a majority of its total sales from hamburgers is prohibited. For example, restaurants such as McDonald's, Burger King, Carl's Jr., In and Out, Red Robin, Ruby Tuesday and Islands are prohibited, but concepts such as Chili's, Applebee's, Gordon Biersch, TGI Friday's, Claim Jumper, Dairy Queen and Arctic Circle are not.

2.3 PHARMACIES ET AL. Excepting the existing Walgreens occupant and its Qualifying Successor, any one or combination of the following uses are prohibited: (a) the operation of a drug store or a so-called prescription pharmacy or for any other purpose requiring a qualified pharmacist or other person authorized by law to dispense medicinal drugs, directly or indirectly, for a fee or remuneration of any kind (other than as part of a medical, dental, physician, surgical or chiropractic office(s), which office(s) shall not be restricted by this subsection (a)); (b) any business principally engaged in the operation of a medical diagnostic lab and/or the provision of treatment services (other than as part of a medical, dental, physician, surgical or chiropractic office(s), may include a free standing medical imaging facility, which office(s) shall not be restricted by this subsection (b)); (c) the sale of so-called health and beauty aids or drug sundries, operating in a space of 3,001 square feet or larger; (d) any business principally engaged in the operation of a business in which photofinishing services are offered for sale, except the incidental sale of film will be permitted; (e) the operation of a business in which greeting cards or gift wrap are offered for sale, except the incidental sale of such items shall be permitted; and (f) the operation of a business in which prepackaged food items for off premises consumption are offered for sale, except the incidental sale of such items shall be permitted but prepackaged pet food sold by a pet store shall be permitted, but this clause (f) shall in all events prohibit the operation of a convenience store or mini-mart (whether or not same is operated in conjunction with a gas station). Notwithstanding the foregoing, incidental sales of the items identified in restricted uses (c) and (e) above are permitted so long as such uses are incidental to the primary use. For purposes of this §2.3, "incidental" uses shall be such uses that do not exceed 100 square feet of retail space. The incidental sales of photographic film shall be permitted provided such sale does not constitute more than 25 square feet of floor area in the aggregate as measured from the center aisle. Notwithstanding the foregoing, none of the foregoing restrictions shall apply to any other "Big Box" stores operating in a minimum of 30,000 sq ft of contiguous floor area.

2.4 BEAUTY SUPPLIES, WIGS. Excepting the Sally Beauty occupant and its Qualifying Successor, any retailer whose gross retail sales of any combination of beauty supplies, synthetic hair, wigs or hair extensions exceeds 25% of its total gross retail sales is prohibited.

2.5 COFFEE. Excepting the existing Moxie Java occupant and its Qualifying Successor, Specialty Coffee Shops are prohibited. A Specialty Coffee Shop is any retailer whose primary product is any combination of premium gourmet beverages derived from coffee, such as iced coffee, flavored coffee, espresso, lattes, cappuccinos, and mochas. Any retailer whose menu includes coffee-based drinks as a secondary

supplement to its other menu items (such as, by way of example only, Dunkin' Donuts or Krispy Kreme), and any retailer operating as a concessionaire within a larger retail facility (such as, by way of example only, Starbucks within a Barnes & Noble book store) shall not be considered a Specialty Coffee Shop.

2.6 FAST-CASUAL MEXICAN RESTAURANT. Excepting the existing Qdoba Mexican Grill occupant and its Qualifying Successor, fast-casual Mexican food restaurants are prohibited, including without limitation restaurants such as Baja Fresh and Chipotle in their current format. For the purpose hereof, the following shall not be considered fast-casual Mexican restaurants: (a) fast-food Mexican restaurants with drive-up windows and no table wait service (such as Taco Bell and Taco Time in their current format); and (b) full-service Mexican restaurants with full table wait service and no drive-up windows (such as the local restaurant Café Olé).

2.7 SPORTS BAR AND RESTAURANT. Excepting the existing Cheerleaders Sports Bar & Grill occupant and its Qualifying Successor, sports bar and restaurant facilities are prohibited. This restriction shall not be construed as prohibiting all bars and/or restaurants which include televisions for patron viewing, whether or not those televisions are tuned to sports broadcasts, but rather shall apply only to restaurants whose décor, operation and promotion is thematically centered around any combination of sports, sports celebrities, sports memorabilia and sporting events.

2.8 FOOTWEAR. Excepting the existing Shoe Carnival occupant and its Qualifying Successor, the sale of footwear is prohibited, except for incidental sales thereof. "Incidental sales" means no more than 15% of the total sales floor area is used for the sale or display of footwear; or if wall displays are used in lieu of floor displays, no more than 10% of the wall area may be used. This restriction shall not apply to Joe's Sports or Maurices.

2.9 SHIPPING, COPYING. Excepting the existing PostNet occupant and its Qualifying Successor, retailers whose principal business is that of providing any combination of shipping, copying or printing services are prohibited, including, for example, a UPS Store, a FedEx Kinko's, or a Sir Speedy. This provision shall not apply to the extent such services are provided as part of an OfficeMax, Office Depot, Staples or any other office superstore.

2.10 BABY AND CHILD SUPPLIES. Excepting the existing Baby Daily occupant and its Qualifying Successor, retailers principally engaged in the retail sale of clothes, furniture, toys, strollers, car seats, bedding and related accessories for babies and children through the early teens are prohibited. This restriction does not apply to any tenant occupying more than 10,000 sq ft.

2.11 ARTS, CRAFTS, FABRIC, FRAMES. Excepting the existing Hobby Lobby occupant and its Qualifying Successor, arts and crafts stores, and fabric stores, are prohibited, excepting an incidental use of the lesser of 3,000 sq ft or 15% of the tenant's square footage. Framing stores larger than 5,000 sq ft are prohibited.

2.12 OTHER. The following uses are prohibited: pawn shop, check-cashing store, gun shop, tattoo parlor, and medical clinic.

2.13 TERM, AMENDMENT. The restrictions set forth in §2.3 shall terminate on the earlier of (a) February 28, 2083, or (b) both (i) the termination of the lease under which Walgreen Co. occupies the Shopping Center, and (ii) the change of the former Walgreen occupancy to another use. The restrictions otherwise set forth herein shall terminate on May 11, 2071, subject to earlier termination or amendment of specific use restrictions as set forth in §2.19 and §2.20.

2.14 AUTOMATIC TERMINATION, REINSTATEMENT OF SPECIFIC RESTRICTIONS. With respect to each of the specific uses set forth in §2 (other than those set forth in §2.2 and §2.3), if such use ceases to be conducted for any continuous period of two years or more, then that specific restriction shall be deemed terminated upon the end of such two year period. If following such two year period of non-use, the conduct of such use later resumes at the same location, and if at the time of such resumption such use is not otherwise then in good faith being conducted on the Blue Marlin Parcel, the restriction against such use shall be deemed reinstated upon such resumption of use.

2.15 AMENDMENT, TERMINATION OF PROHIBITED USES. For the purpose hereof, and with respect to each of the use restrictions set for in §2, "Benefiting Owner" shall mean the fee simple owner of the parcel upon which is located the occupant whose use is excepted from the restriction as set forth above. For example, the Benefiting Owner with respect to the restriction set forth in §2.1 is the owner of the parcel upon which the Dick's Sporting Goods occupant (or its Qualifying Successor) is located. Each of the restrictions set forth in §2 may at any time be amended or terminated (prior to the expiration or automatic termination thereof as set forth above) only in writing executed by the Benefiting Owner for that restriction.

3. ASSIGNMENT OF KOHL'S REA RIGHTS. Blue Marlin, as the successor-in-interest to Winston H. Moore and Diane L. Moore, identified as the "Developer" under the Kohl's REA, hereby designates to Centrepoint, as the new owner of more than five (5) acres of the Developer Tract, as an additional Approving Owner representing the Developer Tract in accordance with Section 1.3 of the Kohl's REA. In addition, Blue Marlin hereby assigns to Centrepoint that portion of the Outparcel Contribution allocable to the share of the Developer Tract comprising the Centrepoint Parcel pursuant to Section 6.2 of the Kohl's REA.

4. FIRST RIGHT TO PURCHASE.

4.1 OFFER. During the period beginning on the date of this Declaration and Agreement and ending on the fifth anniversary thereof, Qualifying Entities as defined in Section 4.3 below shall have an ongoing first right to purchase the Blue Marlin Parcel or any portion thereof or any interest therein together with any improvements thereon ("Property Interest"). Before selling, transferring, giving or otherwise disposing of any Property Interest, Blue Marlin shall first offer in writing such Property Interest to



Qualifying Entities specifying the portion of the Blue Marlin Parcel offered, the purchase price and other principal terms acceptable to Blue Marlin ("Offer"). Any Qualifying Entity may elect by written notice, within fifteen (15) days after receiving the Offer, to purchase the Property Interest offered by Blue Marlin at the proposed price as contained in the Offer. If no Qualifying Entity gives notice of its election to purchase within such time, then Blue Marlin may, during the one-year period following the date of the Offer, sell the Property Interest specified in the Offer to any third party without further notice to Qualifying Entities provided that Blue Marlin may not do so at a purchase price that is less than 95% of the price specified in the Offer, or otherwise upon terms materially more favorable for the buyer than were specified in the Offer, without first offering such Property Interest in writing to Qualifying Entities upon the same terms offered to said third party.

4.2 RE-OFFER. If Blue Marlin has not sold or committed for sale the Property Interest designated in an Offer within one year from the relevant Offer, then as a condition to any subsequent sale of such Property Interest, Blue Marlin must again offer the Property Interest in writing to Qualifying Entities as set forth above, repeating the one-year cycle.

4.3 EARLY TERMINATION. This first purchase right shall terminate with respect to each Property Interest designated in a Offer upon either (a) the sale of such Property Interest to any third party, provided such Property interest was first offered to Qualifying Entities as set forth above, or (b) buyer's failure, after election to Purchase such Property Interest from Blue Marlin, to timely close the purchase of such Property Interest for any reason (whether relating to the unsatisfactory conclusion of any due diligence period or otherwise) other than Blue Marlin material default of any terms of the purchase agreement. For the purpose hereof, a Qualifying Entity shall be any entity in which Centrepont owns at least a fifty percent (50%) share and in any entity in which Woodbury family members own at least a one-third share. Notice of any Offer to Centrepont under Section 4.1 shall constitute notice to all Qualifying Entities. This first purchase right shall terminate upon the sale or transfer by Centrepont to any non-Qualifying Entity of more than one-third of the land area initially comprising the Centrepont Parcel, whether such sale or transfer occurs in one or more transactions, at one or more times.

5. MAINTENANCE OF PORTION OF BLUE MARLIN PARCEL. With respect to the paved areas within Parcels 2 and 5, and within the west half of Parcel 4 as those Parcels are shown on Exhibit B hereto ("Interior Parcels"), Centrepont shall provide the same operating and maintenance repair services therefore as are provided by Centrepont for the paved areas of the common areas within the Centrepont Parcel including lighting, sweeping, snow removal, repairing, seal coating, restriping and overlay and Blue Marlin shall pay Centrepont on a monthly basis (within ten days of receipt of a statement therefor) Blue Marlin's prorata share of the costs and expenses of such services. Blue Marlin's prorata share shall be determined by use of a fraction, the numerator of which shall be the total gross square footage of the paved areas within the Interior Parcels and the denominator of which shall be the total gross square footage of the paved areas within the combined Centrepont Parcel and Interior Parcels.

Centrepoint may estimate the costs for such services annually in advance and such amounts shall be payable to Centrepoint in twelve equal monthly installments on the first day of each calendar month over each such year. At the end of each calendar year, Centrepoint shall determine the actual costs incurred and furnish Blue Marlin a statement thereof and either Centrepoint or Blue Marlin shall promptly pay to the other as appropriate the amount over or under paid by Blue Marlin with respect thereto. Upon default by Blue Marlin of any payments due under this section, in addition to any other rights of enforcement, Centrepoint shall also have the right to record a lien on the Interior Parcels for the amount in default.

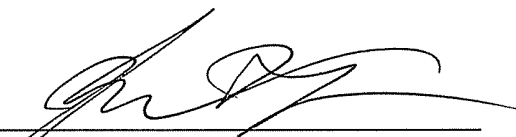
6. ATTORNEYS' FEES. If any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Declaration, the prevailing party in any such action or proceeding shall be entitled to recover from the non-prevailing party in any such action or proceeding its reasonable costs and attorneys' fees (including its reasonable costs and attorneys' fees on any appeal). All such costs and attorneys' fees shall be deemed to have accrued on commencement of any legal action or proceeding and shall be enforceable whether or not such legal action or proceeding is prosecuted to judgment.

7. AUTHORITY. The individuals signing below on behalf of the respective parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties, and that such execution is binding upon said parties without further action or ratification.

[Signatures on following page]



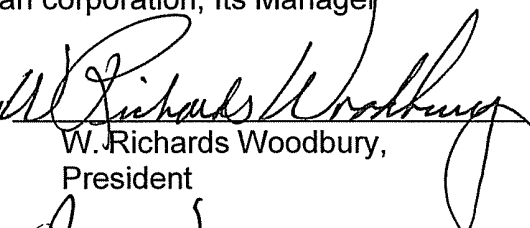
BLUE MARLIN INVESTMENTS, LLC,
an Idaho limited liability company

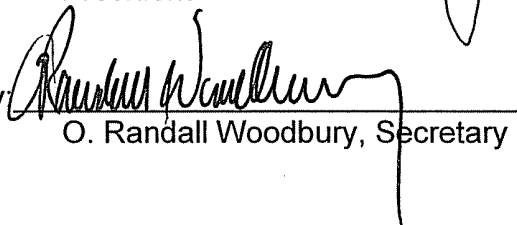
By 
Jeff W. Moore, Authorized Person

CENTREPOINT MARKETPLACE L.L.C.,
a Utah limited liability company

BY: WOODBURY STRATEGIC PARTNERS
MANAGEMENT L.L.C., a Utah limited
liability company, its Manager

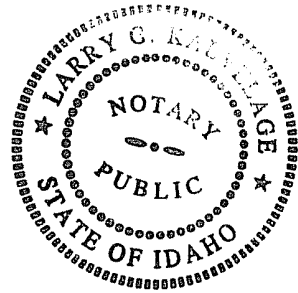
By: WOODBURY CORPORATION, a
Utah corporation, Its Manager

By 
W. Richards Woodbury,
President

By 
O. Randall Woodbury, Secretary

State of Idaho)
) ss.
County of Ada)

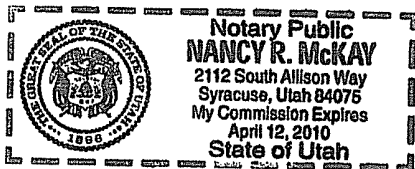
On this 1ST day of SEPTEMBER, 2010, before me, the undersigned, a Notary Public in and aforesaid State, personally appeared Jeffrey W. Moore, known or identified to me to be the authorized representative of Blue Marlin Investments, LLC, and he duly acknowledged to me that he executed the within instrument on behalf of said limited liability company and that said limited liability company executed the same.



[Signature]
Notary Public for Idaho
Residing at Nampa ID
Commission Expires: 12/14/12

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

On the 31st day of August, 2010, before me personally appeared W. RICHARDS WOODBURY and O. RANDALL WOODBURY, to me personally known, who being by me duly sworn did say that they are the President and Secretary of WOODBURY CORPORATION, known to be the Manager of WOODBURY STRATEGIC PARTNERS MANAGEMENT L.L.C., a Utah limited liability company, Manager of CENTREPOINT MARKETPLACE L.L.C., the company that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its Operating Agreement.



[Signature]
Notary Public for Utah
Residing at _____
Commission Expires: _____

[Handwritten marks]

Exhibit A

Parcel 1

A parcel of land being all of Lots 1 through 8 in Block 1 of CentrePointe Subdivision according to the official plat thereof as filed in the records of Ada County, Idaho.

Parcel 2

A parcel of land being part of Lots 6 and 7 in Block 2 of CentrePointe Subdivision according to the official plat thereof as filed in the records of Ada County, Idaho, which parcel is more particularly described as follows:

Commencing at the Northwest corner of said Lot 7 in said Block 2; thence South 89° 58' 49" East 184.36 feet along the North boundary of said Lot 7 to a point; thence South 00° 00' 00" West 273.88 feet to a point on the South boundary of said Lot 6; thence South 89° 59' 56" West 114.67 feet along the South boundary of said Lot 6 to a point; thence North 00° 00' 08" East 137.66 feet to the Northwest corner said Lot 6; thence North 89° 59' 26" West 105.26 feet to a point; thence South 84° 27' 06" West 2.01 feet to a point of curve; thence along a curve to the right, said curve having a central angle of 18° 18' 52", a radius of 155.00 feet, and a long chord bearing North 09° 24' 47" East 49.33 feet to a point; thence North 18° 34' 13" East 92.61 feet along the West boundary of said Lot 7 to the point of beginning.

Parcel 3

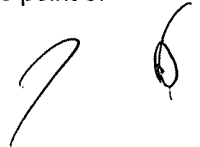
A parcel of land being all of Lot 2 and part of Lot 3 in Block 2 of CentrePointe Subdivision according to the official plat thereof as filed in the records of Ada County, Idaho, which parcel is more particularly described as follows:

Commencing at the Southeast corner of said Lot 2 in said Block 2; thence North 01° 50' 49" East 183.25 feet along the East boundary of said Lots 2 and 3 to a point; thence North 89° 58' 49" West 233.89 feet to a point; thence South 00° 21' 23" East 153.48 feet along the West boundary of said Lots 2 and 3 to a point; thence South 00° 00' 52" West 29.67 feet along the West boundary of said Lot 2 to a point; thence South 89° 58' 49" East 227.04 feet to the point of beginning.

Parcel 4

A parcel of land being all of Lot 10 and part of Lots 11, and 13, in Block 2 of CentrePointe Subdivision according to the official plat thereof as filed in the records of Ada County, Idaho, which parcel is more particularly described as follows:

Commencing at the Southeast corner of said Lot 10 in said Block 2; thence North 90° 00' 00" West 245.62 feet along the South boundary of said Lot 10 to a point; thence North 00° 00' 32" West 152.54 feet along the West boundary of said Lots 10 and 11 to a point; thence North 90° 00' 00" West 252.41 feet to a point on the West boundary of said Lot 13; thence North 00° 00' 04" West 141.10 feet along the West boundary of said Lot 13 to a point; thence North 90° 00' 00" East 252.39 feet to a point on the East boundary of said Lot 13; thence South 00° 00' 32" East 103.55 feet along the East boundary of said Lot 13 to a point; thence South 90° 00' 00" East 247.33 feet to a point on the East boundary of said Lot 11; thence South 00° 30' 19" West 190.10 feet along the East boundary of said Lots 10 and 11 to the point of beginning.



Parcel 5

A parcel of land being part of Lots 8, 13 and 14 in Block 2 of CentrePointe Subdivision according to the official plat thereof as filed in the records of Ada County, Idaho, which parcel is more particularly described as follows:

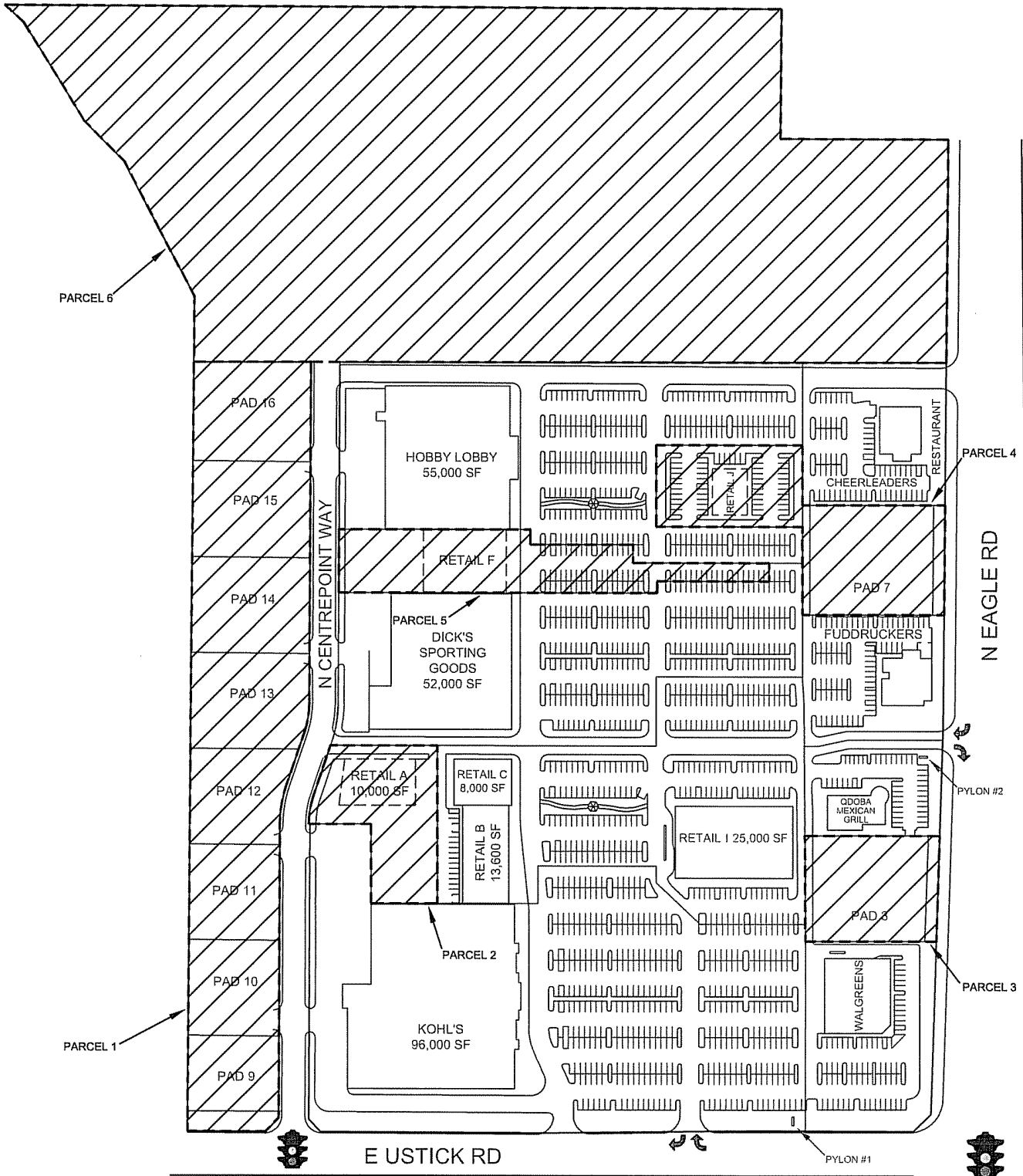
Commencing at the Northwest corner of said Lot 8 in said Block 2; thence
South 00° 15' 21" West 38.26 feet along the West boundary of said Lot 8 to a point; thence
South 90° 00' 00" East 552.72 feet to a point; thence
North 00° 00' 00" East 20.63 feet to a point; thence
South 90° 00' 00" East 193.54 feet to a point; thence
North 00° 00' 00" East 31.52 feet to a point; thence
North 90° 00' 00" West 235.13 feet to a point; thence
North 00° 00' 43" East 31.52 feet to a point; thence
North 90° 00' 00" West 179.13 feet to a point; thence
North 00° 00' 00" East 25.98 feet to a point; thence
South 90° 00' 00" West 331.51 feet to a point on the West boundary of said Lot 14; thence
South 00° 15' 21" West 71.39 feet along the West boundary of said Lot 14 to the point of beginning.

Parcel 6

A parcel of land situated in the Southeast quarter of Section 32, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, which parcel is more particularly described as follows:

Commencing at the Northwest corner of Lot 8 in Block 1 of CentrePointe Subdivision according to the official plat thereof as filed in the records of Ada County, Idaho; thence
North 00° 29' 45" East 113.56 feet to a point; thence
North 28° 00' 31" West 238.36 feet to a point; thence
North 25° 08' 01" West 25.02 feet to a point; thence
North 44° 52' 43" West 99.30 feet to a point; thence
North 31° 39' 43" West 201.40 feet to a point; thence
North 47° 39' 43" West 44.31 feet to a point; thence
South 89° 46' 53" East 1,348.50 feet to a point; thence
South 00° 30' 07" West 225.00 feet to a point; thence
South 89° 46' 15" East 290.50 feet to a point on the Westerly right-of-way of North Eagle Road;
thence
South 00° 30' 19" West 386.98 feet along the Westerly right-of-way of North Eagle Road to the Northeast corner of Lot 12 in Block 2 of said CentrePointe Subdivision; thence
South 89° 59' 56" West 1,303.49 feet along the North boundary of said CentrePointe Subdivision to the point of beginning.

Exhibit B





When recorded return to:
 U.S. Bank National Association
 Attn: Stephen M. Sabo
 BC-MN-H21R
 U.S. Bancorp Center, 800 Nicollet Mall
 Minneapolis, MN 55402

DECLARATION OF RESTRICTIVE COVENANT

Date: January 4, 2012

1. DECLARATION. Centrepoint Marketplace L.L.C., a Utah limited liability company "Declarant") and the owner of the real property described on **Exhibit A** and shown on **Exhibit B** ("Exclusive Use Area"), being a part of the Shopping Center known as CentrePoint Marketplace. U.S. Bank National Association, a national banking association ("Bank"), ground leases certain real property situated in the Shopping Center and that is more particularly described in **Exhibit C** hereto (the "Bank Property"). To facilitate the orderly, attractive and harmonious development and occupancy of the Shopping Center and Exclusive Use Area as a quality commercial development, and for other good and valuable consideration receipt of which is hereby acknowledged, Declarant hereby covenants and agrees with Bank, for the benefit of the Bank Property and Bank, individually, that the Exclusive Use Area shall, as of the date hereof, be subject to the following provisions, which shall run with the Exclusive Use Area and each parcel thereof as covenants running with the land or as equitable servitudes, as the case may be. This use restriction shall burden each lot within the Exclusive Use Area (except the Bank Property) and benefit the Bank Property and shall be binding upon each owner and occupant thereof and their respective successors and assigns. This Declaration shall not be construed as amending or replacing any existing restrictions of record.

2. PROHIBITED USE. No part of the Exclusive Use Area other than the Bank Property, which is identified as the Exception Parcel on **Exhibit B**, may be used for the principal purpose of a retail bank, credit union, savings and loan, provided, however, that this restriction shall not prohibit retail banking services which may be provided as an incidental use within the Exclusive Use Area.

3. TERM. This restriction shall terminate on December 31, 2031 ("Nominal Term"), subject to earlier termination as set forth below.

3.1 EARLY TERMINATION. If after December 31, 2013, the Bank Property ceases to be used as a retail bank, credit union, or savings and loan facility, (the use or uses no longer being conducted referred to herein as the "Abandoned Use") for any continuous period of 12 months or more (excluding temporary periods of remodeling, re-branding or reconstruction), then the restriction against the Abandoned Use shall be deemed terminated upon the end of such 12-month period.

4. AUTHORITY. The individuals signing below on behalf of the respective parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties, and that such execution is binding upon said parties without further action or ratification.

5. TERMINATION OR AMENDMENT. This Declaration of Restrictive Covenant may be amended or terminated prior to the end of the Nominal Term only by an instrument in writing signed by the signatories hereto, or their respective successors and assigns.

[Remainder of Page Intentionally Left Blank]

NCS- 177243-215 -MPLS(KM)

DECLARANT:


CENTREPOINT MARKETPLACE L.L.C., a Utah limited liability company

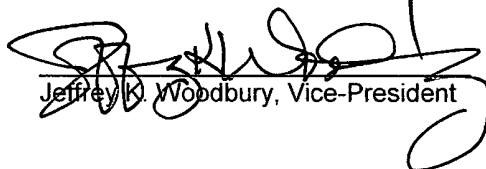
BY: WOODBURY STRATEGIC PARTNERS FUND, L.P., A Delaware limited partnership, its Manager

By: WSP TRUFFLES L.L.C. a Delaware limited liability company, its General Partner

By: WOODBURY STRATEGIC PARTNERS MANAGEMENT L.L.C., a Utah limited liability company, its Manager

By: WOODBURY CORPORATION, a Utah corporation, its Manager

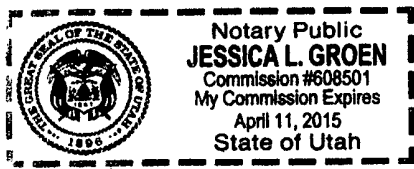
By: 
O. Randall Woodbury, President


By: 
Jeffrey K. Woodbury, Vice-President

ACKNOWLEDGMENT OF DELCARANT

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

On the 30th day of November, 2011, before me personally appeared O. RANDALL WOODBURY and JEFFREY K. WOODBURY, to me personally known, who being by me duly sworn did say that they are the President and Vice-President of WOODBURY CORPORATION, known to be the Manager of WOODBURY STRATEGIC PARTNERS MANAGEMENT L.L.C., a Utah limited liability company, Manager of WSP TRUFFLES, L.L.C., a Delaware limited liability Company, the General Partner of WOODBURY STRATEGIC PARTNERS FUND, L.P., a Delaware limited partnership, Manager of CENTREPOINT MARTKETPLACE L.L.C., the company that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its Operating Agreement.




Notary Public

U.S. BANK NATIONAL ASSOCIATION

By: Marsha Ward Lane
Name: Marsha Ward Lane
Its: VP Corporate Real Estate
By: Rose Noetzel
Name: ROSE NOETZEL
Its: VP Corporate Real Estate

STATE OF Ohio)
COUNTY OF Hamilton) ss.

On this 4 day of January, in the year 2018, before me, a Notary Public in and for said State, personally appeared Marsha Ward Lane and Rose Noetzel, known or identified to me to be the VP Corporate Real Estate and VP Corporate Real Estate, respectively, of U.S. Bank National Association, who executed the instrument, on behalf of said national banking association.

Rebecca J. Lane
Notary Public



Rebecca J. Lane
Notary Public, State of Ohio
My Commission Expires
July 19, 2014

Handwritten initials: RW

EXHIBIT A

**Exclusive Use Area – Centrepoint Marketplace L.L.C. Declaration
December 3, 2011**

Parcel 1

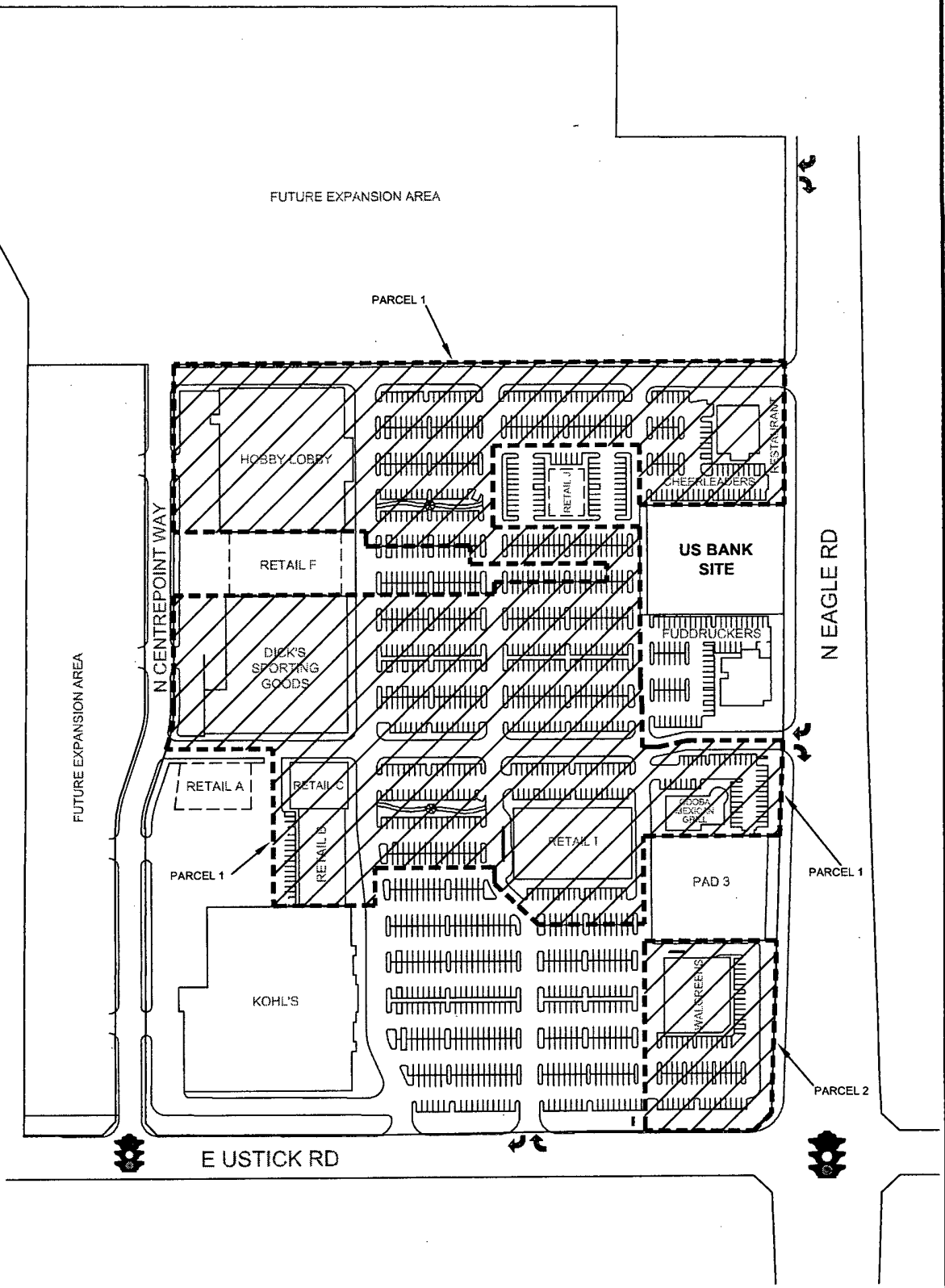
A parcel of land being all of Lots 4, 5, 12 and 15, and part of Lots 3, 6, 7, 8, 11, 13 and 14 in Block 2 of CentrePointe Subdivision according to the official plat thereof as filed in the official records of Ada County, Idaho, which parcel is also all of Parcels A, B, F, H, I and J of Record of Survey No. 8837 recorded in Ada County, Idaho, as Instrument No. 110080878, and which parcel is more particularly described as follows:

Commencing at the Southeast corner of said Lot 5 in said Block 2; thence South 89° 59' 56" West 181.53 feet along the South boundary of said Block 2 to a point; thence North 46° 31' 46" West 104.54 feet along the South boundary of said Block 2 to a point; thence North 00° 00' 04" West 28.58 feet along the South boundary of said Block 2 to a point; thence North 89° 59' 53" West 205.85 feet along the South boundary of said Block 2 to a point; thence South 00° 00' 04" East 65.17 feet along the South boundary of said Block 2 to a point; thence South 89° 59' 56" West 174.97 feet along the South boundary of said Block 2 to a point; thence North 00° 00' 00" East 273.88 feet to a point on the South boundary of said Lot 8; thence North 89° 58' 49" West 184.36 feet to the Southwest corner of said Lot 8; thence North 18° 34' 13" East 8.47 feet along the West boundary of said Block 2 to a point of curve; thence along a curve to the left, said curve having a central angle of 18° 18' 54", a radius of 205.00 feet, and a long chord bearing North 09° 24' 46" East 65.25 feet to a point; thence North 00° 15' 21" East 192.21 feet along the West boundary of said Block 2 to a point; thence South 90° 00' 00" East 552.72 feet to a point; thence North 00° 00' 00" East 20.63 feet to a point; thence South 90° 00' 00" East 193.54 feet to a point; thence North 00° 00' 00" East 31.52 feet to a point; thence South 90° 00' 00" West 235.13 feet to a point; thence North 00° 00' 43" East 31.52 feet to a point; thence South 90° 00' 00" West 179.13 feet to a point; thence North 00° 00' 00" East 25.98 feet to a point; thence South 90° 00' 00" West 331.51 feet to a point on the West boundary of said Block 2; thence North 00° 15' 21" East 289.81 feet to the Northwest corner of said Block 2; thence North 89° 59' 56" East 1,051.14 feet to the Northeast corner of said Block 2; thence South 00° 30' 19" West 246.76 feet along the East boundary of said Block 2 to a point; thence South 90° 00' 00" West 247.33 feet to a point; thence North 00° 00' 32" West 103.55 feet to a point; thence South 90° 00' 00" West 252.39 feet to a point; thence South 00° 00' 04" East 141.10 feet to a point; thence South 90° 00' 00" East 252.41 feet to a point on the West boundary of said Lot 11; thence South 00° 00' 32" East 265.07 feet along the West boundary of said Lots 9, 10 and 11 to a point; thence South 03° 24' 29" East 42.19 feet along the West boundary of said Lot 9 to a point; thence South 00° 21' 23" East 72.89 feet along the West boundary of said Lot 9 to a point; thence North 89° 58' 49" East 25.44 feet along the South boundary of said Lot 9 to a point; thence North 77° 54' 39" East 51.13 feet along the South boundary of said Lot 9 to a point; thence North 89° 59' 59" East 164.78 feet along the South boundary of said Lot 9 to a point; thence South 01° 50' 49" West 166.38 feet along the East boundary of said Block 2 to a point; thence North 89° 58' 49" West 233.89 feet to a point on the East boundary of said Lot 5; thence South 00° 21' 23" East 153.48 feet along the East boundary of said Lot 5 to the point of beginning.

Parcel 2 (Walgreens)

All of Lot 1 in Block 2 of CentrePointe Subdivision according to the official plat thereof as filed in the official records of Ada County, Idaho.

Exhibit B



W.H. MOORE
COMPANY
Real Estate Development

PO BOX 8204
 BOISE IDAHO 83707
 TEL 208-323-1919
 FAX 208-323-7523
 www.whmooreca.com

EXCLUSIVE USE AREA
 HATCHING = EXCLUSIVE USE AREA PARCELS

12-03-11
 0 125' 250'



Exhibit C

Legal Description of Bank Property

A parcel of land being all of Lot 10 and part of Lot 11 in Block 2 of CentrePointe Subdivision according to the official plat thereof as filed in the records of Ada County, Idaho, which parcel is also all of said Lot 10 and Parcel D of Record of Survey No. 8837 recorded as Instrument No. 110080878, records of Ada County, Idaho, and which parcel is more particularly described as follows:

Commencing at the Southeast corner of said Lot 10; thence

North 90° 00' 00" West 245.62 feet to the Southwest corner of Lot 10; thence

North 00° 00' 32" West 190.10 feet along the West boundary of Lots 10 and 11 to the Northwest corner of Parcel D; thence

North 90° 00' 00" East 247.33 feet along the North boundary of Parcel D to the Northeast corner of Parcel D; thence

South 00° 30' 19" West 190.11 feet along the East boundary of Lots 10 and 11 to the point of beginning.

MW
CD

When recorded return to:
U.S. Bank National Association
Attn: Stephen M. Sabo
BC-MN-H21R
U.S. Bancorp Center, 800 Nicollet Mall
Minneapolis, MN 55402

ADA COUNTY RECORDER Christopher D. Rich AMOUNT 28.00 7
BOISE IDAHO 01/13/2012 10:47 AM
DEPUTY Kathie Acree
Simplifile Electronic Recording
RECORDED-REQUEST OF
FIRST AMERICAN NCS MINNEAPOLIS 112003556



DECLARATION OF RESTRICTIVE COVENANT

Date: January 4, 2012

1. DECLARATION. Blue Marlin Investments, LLC, an Idaho limited liability company, ("Declarant") is the owner of the real property described on **Exhibit A** and shown on **Exhibit B** ("Exclusive Use Area"), being a part of the Shopping Center known as CentrePoint Marketplace. U.S. Bank National Association, a national banking association ("Bank"), ground leases certain real property situated in the Shopping Center and that is more particularly described in **Exhibit C** hereto (the "Bank Property"). To facilitate the orderly, attractive and harmonious development and occupancy of the Shopping Center and Exclusive Use Area as a quality commercial development, and as a material inducement to Bank to enter into the Ground Lease with Blue Marlin Investments, LLC, Declarant hereby covenants and agrees with Bank, for the benefit of the Bank Property and Bank, individually, that the Exclusive Use Area shall, as of the date hereof, be subject to the following provisions, which shall run with the Exclusive Use Area and each parcel thereof as covenants running with the land or as equitable servitudes, as the case may be. This use restriction shall burden each lot within the Exclusive Use Area and benefit the Bank Property and shall be binding upon each owner and occupant thereof and their respective successors and assigns. This Declaration shall not be construed as amending or replacing any existing restrictions of record.

2. PROHIBITED USE. No part of the Exclusive Use Area may be used for the principal or incidental purpose of a retail bank, credit union, savings and loan, or for advertising for the aforementioned uses, provided, however, that this restriction shall not prohibit retail banking services which may be provided as an incidental use within a grocery store that exceeds 40,000 square feet of rentable area within the Exclusive Use Area.

3. TERM. This restriction shall terminate on February 14, 2032 ("Nominal Term"), subject to earlier termination as set forth below.

3.1 EARLY TERMINATION. If after February 14, 2014, the Bank Property ceases to be used as a retail bank, credit union, or savings and loan facility, (the use or uses no longer being conducted referred to herein as the "Abandoned Use") for any continuous period of 12 months or more (excluding temporary periods of remodeling, re-branding or reconstruction), then the restriction against the Abandoned Use shall be deemed terminated upon the end of such 12-month period.

3.2 REINSTATEMENT. If following such period of Abandoned Use and before the end of the Nominal Term, the conduct of the Abandoned Use later resumes within the Bank Property, and if at the time of such resumption the Abandoned Use is not then in good faith being conducted on the remainder of the Exclusive Use Area, the restriction against the Abandoned Use shall, upon such resumption of use, be deemed reinstated for the remainder of the Nominal Term.

4. AUTHORITY. The individuals signing below on behalf of the respective parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties, and that such execution is binding upon said parties without further action or ratification.

5. TERMINATION OR AMENDMENT. This Declaration of Restrictive Covenant may be amended or terminated prior to the end of the Nominal Term only by an instrument in writing signed by the signatories hereto, or their respective successors and assigns.

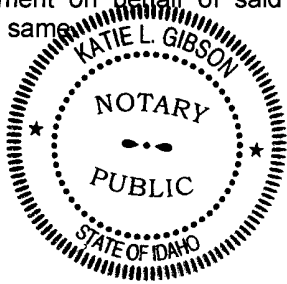
NCS-177243-²¹⁵-MPLS(KM)

BLUE MARLIN INVESTMENTS, LLC

By [Signature]
Jeff W. Moore, Manager

State of Idaho)
) ss.
County of Ada)

On this 3rd day of December, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared Jeff W. Moore, known or identified to me to be a member and authorized representative of Blue Marlin Investments, LLC, and he duly acknowledged to me that he executed the within instrument on behalf of said limited liability company and that said limited liability company executed the same.



Katie L. Gibson
Notary Public for Idaho
Residing at Nampa, ID
Comm Expires 01-13-2018

U.S. BANK NATIONAL ASSOCIATION

By: Marsha Ward Lane

Name: Marsha Ward Lane

Its: VP Corporate Real Estate

By: Rose Noetzel

Name: ROSE NOETZEL

Its: VP Corporate Real Estate

State of Ohio)
County of Hamilton) ss

On this 4 day of January, in the year 2012, before me, a Notary Public in and for said State, personally appeared Marsha Ward Lane and Rose Noetzel, known or identified to me to be the VP Corporate Real Estate and VP Corporate Real Estate respectively, of U.S. Bank National Association, who executed the instrument, on behalf of said national banking association.

Rebecca J. Lane

Notary Public for state of _____

Residing at _____

Comm Expires _____



Rebecca J. Lane
Notary Public, State of Ohio
My Commission Expires
July 19, 2014

Exhibit A

Description of Exclusive Use Area (Banking Restriction)

Parcel 1

A parcel of land being all of Lots 1 through 8 in Block 1 of CentrePointe Subdivision according to the official plat thereof as filed in the records of Ada County, Idaho.

Parcel 2

A parcel of land being part of Lots 6 and 7 in Block 2 of CentrePointe Subdivision according to the official plat thereof as filed in the records of Ada County, Idaho, which parcel is also Parcel G of Record of Survey No. 8837 recorded as Instrument No. 110080878, records of Ada County, Idaho, and which parcel is more particularly described as follows:

Commencing at the Northwest corner of said Lot 7 in said Block 2; thence South 89° 58' 49" East 184.37 feet along the North boundary of said Lot 7 to a point; thence South 00° 00' 00" West 273.88 feet to a point on the South boundary of said Lot 6; thence South 89° 59' 56" West 114.67 feet along the South boundary of said Lot 6 to a point; thence North 00° 00' 08" East 137.66 feet to the Northwest corner said Lot 6; thence North 89° 59' 26" West 105.26 feet to a point; thence South 84° 27' 06" West 2.01 feet to a point of curve; thence along a curve to the right, said curve having a central angle of 18° 18' 52", a radius of 155.00 feet, and a long chord bearing North 09° 24' 47" East 49.33 feet to a point; thence North 18° 34' 13" East 92.61 feet along the West boundary of said Lot 7 to the point of beginning.

Parcel 3

A parcel of land being all of Lot 2 and part of Lot 3 in Block 2 of CentrePointe Subdivision according to the official plat thereof as filed in the records of Ada County, Idaho, which parcel is also all of said Lot 2 and Parcel K of Record of Survey No. 8837 recorded as Instrument No. 110080878, records of Ada County, Idaho, and which parcel is more particularly described as follows:

Commencing at the Southeast corner of said Lot 2 in said Block 2; thence North 89° 58' 49" West 227.04 feet along the South boundary of said Lot 2 to a point; thence North 00° 00' 52" East 29.67 feet along the West boundary of said Lot 2 to a point; thence North 00° 21' 23" West 153.48 feet along the West boundary of said Lot 2 and Parcel K to a point; thence South 89° 58' 49" East 233.89 feet along the North boundary of said Parcel K to a point; thence South 01° 50' 49" West 183.24 feet along the East boundary of said Parcel K and Lot 2 to the point of beginning.

Parcel 4

A parcel of land being part of Lot 13 in Block 2 of CentrePointe Subdivision according to the official plat thereof as filed in the records of Ada County, Idaho, which parcel is also Parcel C of Record of Survey No. 8837 recorded as Instrument No. 110080878, records of Ada County, Idaho, and which parcel is more particularly described as follows:

Commencing at the Northeast corner of said Lot 13 in said Block 2; thence South 00° 00' 32" East 143.20 feet along the East boundary of said Lot 13 to a point, said point being the Real Point of Beginning; thence

North 90° 00' 00" West 252.39 feet to a point on the East boundary of said Lot 13; thence South 00° 00' 04" East 141.10 feet along the West boundary of said Lot 13 to a point; thence South 90° 00' 00" East 252.41 feet to a point on the East boundary of said Lot 13; thence North 00° 00' 32" West 141.10 feet to the point of beginning.

Parcel 5

A parcel of land being part of Lots 8, 13 and 14 in Block 2 of CentrePointe Subdivision according to the official plat thereof as filed in the records of Ada County, Idaho, which parcel is also Parcel E of Record of Survey No. 8837 recorded as Instrument No. 110080878, records of Ada County, Idaho, and which parcel is more particularly described as follows:

Commencing at the Northwest corner of said Lot 8 in said Block 2; thence South 00° 15' 21" West 38.26 feet along the West boundary of said Lot 8 to a point; thence South 90° 00' 00" East 552.72 feet to a point; thence North 00° 00' 00" East 20.63 feet to a point; thence South 90° 00' 00" East 193.54 feet to a point; thence North 00° 00' 00" East 31.52 feet to a point; thence North 90° 00' 00" West 235.13 feet to a point; thence North 00° 00' 43" East 31.52 feet to a point; thence North 90° 00' 00" West 179.13 feet to a point; thence North 00° 00' 00" East 25.98 feet to a point; thence South 90° 00' 00" West 331.51 feet to a point on the West boundary of said Lot 14; thence South 00° 15' 21" West 71.39 feet along the West boundary of said Lot 14 to the point of beginning.

Parcel 6

A parcel of land situated in the Southeast quarter of Section 32, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, which parcel is more particularly described as follows:

Commencing at the Northwest corner of Lot 8 in Block 1 of CentrePointe Subdivision according to the official plat thereof as filed in the records of Ada County, Idaho; thence North 00° 29' 45" East 113.56 feet to a point; thence North 28° 00' 31" West 238.36 feet to a point; thence North 25° 08' 01" West 25.02 feet to a point; thence North 44° 52' 43" West 99.30 feet to a point; thence North 31° 39' 43" West 201.40 feet to a point; thence North 47° 39' 43" West 44.31 feet to a point; thence South 89° 46' 53" East 1,348.50 feet to a point; thence South 00° 30' 07" West 225.00 feet to a point; thence South 89° 46' 15" East 290.50 feet to a point on the Westerly right-of-way of North Eagle Road; thence South 00° 30' 19" West 386.98 feet along the Westerly right-of-way of North Eagle Road to the Northeast corner of Lot 12 in Block 2 of said CentrePointe Subdivision; thence South 89° 59' 56" West 1,303.49 feet along the North boundary of said CentrePointe Subdivision to the point of beginning.

Exhibit B

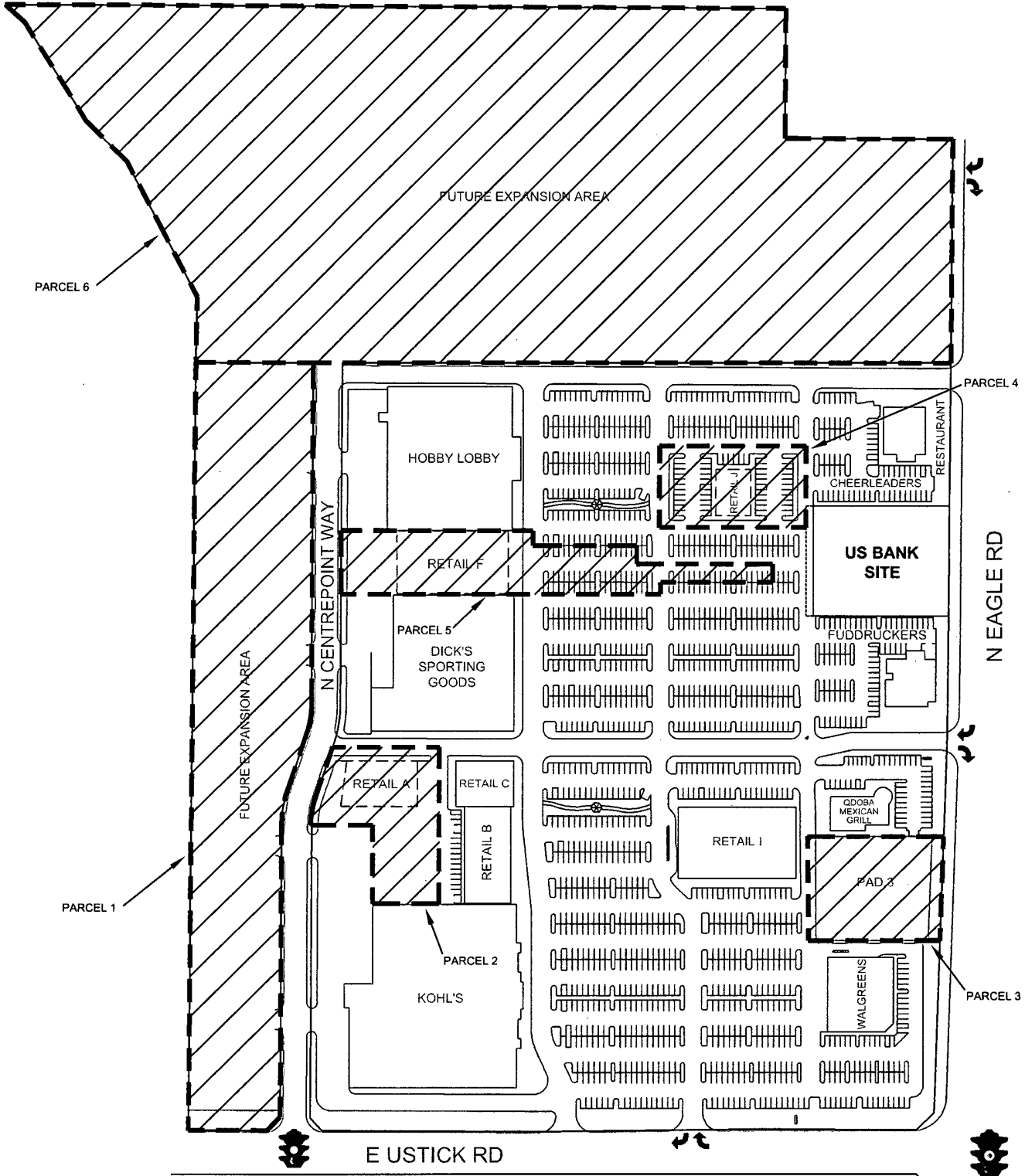


Exhibit C

Legal Description of Bank Property

A parcel of land being all of Lot 10 and part of Lot 11 in Block 2 of CentrePointe Subdivision according to the official plat thereof as filed in the records of Ada County, Idaho, which parcel is also all of said Lot 10 and Parcel D of Record of Survey No. 8837 recorded as Instrument No. 110080878, records of Ada County, Idaho, and which parcel is more particularly described as follows:

Commencing at the Southeast corner of said Lot 10; thence

North 90° 00' 00" West 245.62 feet to the Southwest corner of Lot 10; thence

North 00° 00' 32" West 190.10 feet along the West boundary of Lots 10 and 11 to the Northwest corner of Parcel D; thence

North 90° 00' 00" East 247.33 feet along the North boundary of Parcel D to the Northeast corner of Parcel D; thence

South 00° 30' 19" West 190.11 feet along the East boundary of Lots 10 and 11 to the point of beginning.

BOISE IDAHO 04/17/2013 03:24 PM

DEPUTY Victoria Bailey

Simplifile Electronic Recording

RECORDED-REQUEST OF

FIRST AMERICAN NCS MINNEAPOLIS



113041516

When recorded return to:

W.H. Moore Company
1940 S Bonito Wy Ste 160 (Meridian ID 83642)
PO Box 8204
Boise ID 83707-2204

DECLARATION OF RESTRICTIVE COVENANT

Date: 4-16-2013

1. DECLARATION. Blue Marlin Investments, LLC, an Idaho limited liability company, ("Declarant") is the owner of the real property described as Parcels 1 through 5 on Exhibit A ("Restricted Property"), and is the owner of the real property described as the Verizon Parcel on said Exhibit A, all as shown on Exhibit B, and all being a part of the Shopping Center known as CentrePoint Marketplace. To facilitate the orderly, attractive and harmonious development and occupancy of the Shopping Center, Restricted Property and Verizon Parcel as a quality commercial development, Declarant hereby declares that the Restricted Property is subject to the following provisions, which shall run with the Restricted Property and each parcel thereof and which shall be binding upon and inure to the benefit of each owner and occupant of the Restricted Parcels and Verizon Parcel and their respective successors. This Declaration shall not be construed as amending or replacing any existing restrictions of record.

2. PROHIBITED USE. No part of the Restricted Property may be used for the retail sale of communication equipment ("Protected Use"), provided, however, that this restriction shall not prohibit the sale of communication equipment by any occupant to the extent such sales are incidental to that occupant's primary use (comprising less than 15% of its total gross revenue at that location).

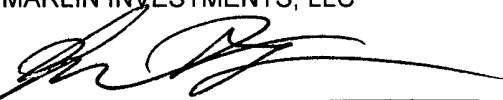
3. TERM. This restriction shall terminate on April 30, 2028, subject to earlier termination as set forth below. This restriction may not otherwise be terminated or modified except with the written consent of the owner of the Verizon Parcel.

3.1 EARLY TERMINATION. If the Verizon Parcel ceases to be used for the Protected Use for any continuous period of 12 months or more, then this restriction shall be deemed terminated upon the end of such 12-month period.

3.2 REINSTATEMENT. If following such 12-month period of non-use and before the end of the Nominal Term, the conduct of the Protected Use later resumes within the Verizon Parcel, and if at the time of such resumption the Protected Use is not then in good faith being conducted on any part of the Restricted Property other than incidentally as permitted in §2, this restriction shall, upon such resumption of use, be deemed reinstated for the remainder of the Nominal Term.

4. AUTHORITY. The individuals signing below on behalf of the respective parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties, and that such execution is binding upon said parties without further action or ratification.

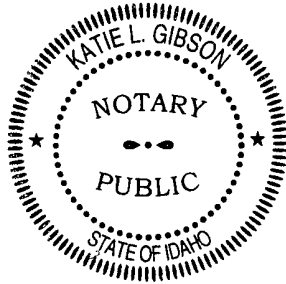
BLUE MARLIN INVESTMENTS, LLC

By 
Jeff W. Moore, Manager

NCS-4921851-MPLS(KM)

State of Idaho)
) ss.
County of Ada)

On this 16th day of April, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Jeff W. Moore, known or identified to me to be a member and authorized representative of Blue Marlin Investments, LLC, and he duly acknowledged to me that he executed the within instrument on behalf of said limited liability company and that said limited liability company executed the same.



Katie L. Gibson
Notary Public for Idaho
Residing at Nampa, Idaho
Comm Expires 01-13-2018

Exhibit A

Parcel Descriptions

Parcel 1

A parcel of land being all of Lots 1 through 8 in Block 1 of CentrePointe Subdivision according to the official plat thereof as filed in the records of Ada County, Idaho.

Parcel 2

A parcel of land being part of Lots 6 and 7 in Block 2 of CentrePointe Subdivision according to the official plat thereof as filed in the records of Ada County, Idaho, which parcel is also Parcel G of Record of Survey No. 8837 recorded as Instrument No. 110080878, records of Ada County, Idaho, and which parcel is more particularly described as follows:

Commencing at the Northwest corner of said Lot 7 in said Block 2; thence South 89° 58' 49" East 184.37 feet along the North boundary of said Lot 7 to a point; thence South 00° 00' 00" West 273.88 feet to a point on the South boundary of said Lot 6; thence South 89° 59' 56" West 114.67 feet along the South boundary of said Lot 6 to a point; thence North 00° 00' 08" East 137.66 feet to the Northwest corner said Lot 6; thence North 89° 59' 26" West 105.26 feet to a point; thence South 84° 27' 06" West 2.01 feet to a point of curve; thence along a curve to the right, said curve having a central angle of 18° 18' 52", a radius of 155.00 feet, and a long chord bearing North 09° 24' 47" East 49.33 feet to a point; thence North 18° 34' 13" East 92.61 feet along the West boundary of said Lot 7 to the point of beginning.

Parcel 3

A parcel of land being all of Lot 10 and part of Lots 11 and 13 in Block 2 of CentrePointe Subdivision according to the official plat thereof as filed in the records of Ada County, Idaho, which parcel is also all of said Lot 10 and Parcels C and D of Record of Survey No. 8837 recorded as Instrument No. 110080878, records of Ada County, Idaho, and which parcel is more particularly described as follows:

Commencing at the Southeast corner of said Lot 10 in said Block 2; thence North 90° 00' 00" West 245.62 feet along the South boundary of said Lot 10 to a point; thence North 00° 00' 32" West 152.54 feet along the West boundary of said Lots 10 and 11 to a point; thence North 90° 00' 00" West 252.41 feet to a point on the West boundary of said Lot 13; thence North 00° 00' 04" West 141.10 feet along the West boundary of said Lot 13 to a point; thence North 90° 00' 00" East 252.39 feet to a point on the East boundary of said Lot 13; thence South 00° 00' 32" East 103.55 feet along the East boundary of said Lot 13 to a point; thence South 90° 00' 00" East 247.33 feet to a point on the East boundary of said Lot 11; thence South 00° 30' 19" West 190.10 feet along the East boundary of said Lots 10 and 11 to the point of beginning.

Parcel 4

A parcel of land being part of Lots 8, 13 and 14 in Block 2 of CentrePointe Subdivision according to the official plat thereof as filed in the records of Ada County, Idaho, which parcel is also Parcel E of Record of Survey No. 8837 recorded as Instrument No. 110080878, records of Ada County, Idaho, and which parcel is more particularly described as follows:

Commencing at the Northwest corner of said Lot 8 in said Block 2; thence South 00° 15' 21" West 38.26 feet along the West boundary of said Lot 8 to a point; thence

South 90° 00' 00" East 552.72 feet to a point; thence
North 00° 00' 00" East 20.63 feet to a point; thence
South 90° 00' 00" East 193.54 feet to a point; thence
North 00° 00' 00" East 31.52 feet to a point; thence
North 90° 00' 00" West 235.13 feet to a point; thence
North 00° 00' 43" East 31.52 feet to a point; thence
North 90° 00' 00" West 179.13 feet to a point; thence
North 00° 00' 00" East 25.98 feet to a point; thence
South 90° 00' 00" West 331.51 feet to a point on the West boundary of said Lot 14; thence
South 00° 15' 21" West 71.39 feet along the West boundary of said Lot 14 to the point of beginning.

Parcel 5

A parcel of land situated in the Southeast quarter of Section 32, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, which parcel is more particularly described as follows:

Commencing at the Northwest corner of Lot 8 in Block 1 of CentrePointe Subdivision according to the official plat thereof as filed in the records of Ada County, Idaho; thence
North 00° 29' 45" East 113.56 feet to a point; thence
North 28° 00' 31" West 238.36 feet to a point; thence
North 25° 08' 01" West 25.02 feet to a point; thence
North 44° 52' 43" West 99.30 feet to a point; thence
North 31° 39' 43" West 201.40 feet to a point; thence
North 47° 39' 43" West 44.31 feet to a point; thence
South 89° 46' 53" East 1,348.50 feet to a point; thence
South 00° 30' 07" West 225.00 feet to a point; thence
South 89° 46' 15" East 290.50 feet to a point on the Westerly right-of-way of North Eagle Road;
thence
South 00° 30' 19" West 386.98 feet along the Westerly right-of-way of North Eagle Road to the Northeast corner of Lot 12 in Block 2 of said CentrePointe Subdivision; thence
South 89° 59' 56" West 1,303.49 feet along the North boundary of said CentrePointe Subdivision to the point of beginning.

Verizon Parcel

A parcel of land being all of Lot 2 and part of Lot 3 in Block 2 of CentrePointe Subdivision according to the official plat thereof as filed in the records of Ada County, Idaho, which parcel is also all of said Lot 2 and Parcel K of Record of Survey No. 8837 recorded as Instrument No. 110080878, records of Ada County, Idaho, and which parcel is more particularly described as follows:

Commencing at the Southeast corner of said Lot 2 in said Block 2; thence
North 89° 58' 49" West 227.04 feet along the South boundary of said Lot 2 to a point; thence
North 00° 00' 52" East 29.67 feet along the West boundary of said Lot 2 to a point; thence
North 00° 21' 23" West 153.48 feet along the West boundary of said Lot 2 and Parcel K to a point;
thence
South 89° 58' 49" East 233.89 feet along the North boundary of said Parcel K to a point; thence
South 01° 50' 49" West 183.24 feet along the East boundary of said Parcel K and Lot 2 to the point of beginning.

Exhibit B

