

After recording, return to:

McWhinney
Attn: Cathy Jorgensen
2725 Rocky Mountain Avenue, Suite 200
Loveland, Colorado 80538

**SUPPLEMENTAL DECLARATION
TO
SECOND RESTATED AND AMENDED MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR CENTERRA**

McWhinney Holding Company, LLLP, a Colorado limited liability limited partnership (“**Declarant**”) hereby makes this SUPPLEMENTAL DECLARATION TO SECOND RESTATED AND AMENDED MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CENTERRA (“**Supplemental Declaration**”) this 3rd day of September, 2019, and states and declares as follows:

RECITALS

A. McWhinney Holding Company, LLLP, a Colorado limited liability limited partnership is the Declarant under that certain Second Restated and Amended Master Declaration of Covenants, Conditions and Restrictions for Centerra recorded on August 18, 2004 at Reception Number 2004-0081192 in the offices of the Clerk and Recorder of Larimer County, Colorado, as it has been amended and supplemented from time to time (“**Master Declaration**”).

B. The Master Declaration contemplates the recording of supplemental declarations from time to time for the purpose of annexing real property from the provisions of the Master Declaration.

C. This Supplemental Declaration is a “Supplemental Declaration” referred to in the Master Declaration.

D. Centerra Ground Leases, LLC, a Colorado limited liability company (“**CGL**”) is the owner of the real property described on Exhibit A attached hereto and incorporated herein by this reference (hereafter the “**Annexed Property**”).

E. Declarant desires to subject the Annexed Property to the provisions of the Master Declaration as supplemented and amended hereby.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, Declarant states and declares as follows:

ARTICLE 1
Definitions

Except as the context otherwise requires, and unless otherwise expressly provided herein, all capitalized terms in this Supplemental Declaration shall have the same meaning as any capitalized terms defined in the Master Declaration.

ARTICLE 2
Authority

Pursuant to Section 16.01 of the Master Declaration, as amended and supplemented, Declarant has the authority to unilaterally annex land into the Property governed by the Master Declaration.

ARTICLE 3
Consent

CGL hereby consents to this annexation of the Annexed Property.

ARTICLE 4
Annexation

Declarant, for itself and its successors and assigns, hereby declares that the Annexed Property shall be part of the Property under the Master Declaration, and in accordance therewith, the Annexed Property shall be subject to the Master Declaration and all provisions of this Supplemental Declaration. The Annexed Property and each part thereof shall be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, maintained, altered and improved subject to the covenants, conditions, restrictions and other terms and provisions set forth in the Master Declaration and this Supplemental Declaration, which shall run with, inure to the benefit of, and be binding upon on all parties and the heirs, successors and assigns of parties having any right, title or interest in all or any part of the Annexed Property.

ARTICLE 5
Miscellaneous

5.1 **Binding Effect.** This Supplemental Declaration and all covenants, conditions, restrictions and other provisions hereof shall run with and be appurtenant to the land affected, and all such terms shall inure to the benefit of and be binding upon the Property.

5.2 **Counterparts.** This Supplemental Declaration may be executed in several counterparts, each of which shall be deemed an original.

5.3 **Governing Law.** This Supplemental Declaration shall be construed and interpreted in accordance with the laws of the State of Colorado applicable to contracts made in and to be performed wholly within Colorado.

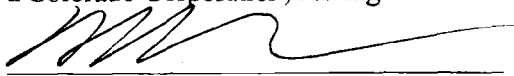
IN WITNESS WHEREOF, the undersigned have caused this Supplemental Declaration to be executed effective as of the day and year first above written.

DECLARANT

MCWHINNEY HOLDING COMPANY, LLLP,
A Colorado Limited Liability Limited Partnership

By: MHC GP, LLC a Colorado Limited Liability
Company, General Partner

By: McWhinney Real Estate Services, Inc.
a Colorado Corporation, Manager


By: 
Michael S. Warren
Senior Vice President & General Counsel

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MRES Legal
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CGL

Centerra Ground Leases, LLC
a Colorado limited liability company

By: McWhinney Real Estate Services,
Inc., a Colorado corporation, Manager

By: 
Michael S. Warren
Senior Vice President & General Counsel

IS

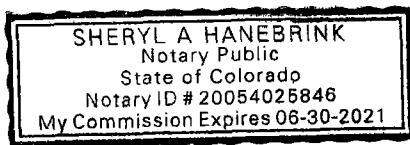
[Signature Page to Supplemental Declaration to
Second Restated and Amended Master Declaration]

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 30th day of AUGUST, 2019, by Michael S. Warren, Senior Vice President & General Counsel of MCWHINNEY REAL ESTATE SERVICES, INC., a Colorado Corporation, as Manager of MHC GP, LLC, a Colorado Limited Liability Company, General Partner in MCWHINNEY HOLDING COMPANY, LLLP, a Colorado Limited Liability Limited Partnership.

Witness my hand and official seal.

My Commission Expires: 6/30/2021



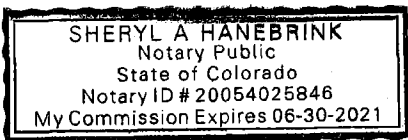
[Signature]
Notary Public

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 30th day of AUGUST, 2019, by Michael S. Warren, as Senior Vice President & General Counsel of McWhinney Real Estate Services, Inc., a Colorado corporation, as Manager of Centerra Ground Leases, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My Commission Expires: 6/30/2021



[Signature]
Notary Public

[Signature Page to Supplemental Declaration to
Second Restated and Amended Master Declaration]

EXHIBIT A
to Supplemental Declaration

(The Annexed Property)

Lot 1, Block 1, McWhinney Nineteenth Subdivision to the City of Loveland, County of Larimer,
State of Colorado.