

Record and Return To:
Fidelity National Title Insurance Company
National Commercial Services
1900 West Loop South, Suite 200
Houston, Texas 77027
Attn: Marni Zarin

13331754
7/17/2020 12:40:00 PM \$40.00
Book - 10981 Pg - 2755-2759
RASHELLE HOBBS
Recorder, Salt Lake County, UT
INGEO SYSTEMS
BY: eCASH, DEPUTY - EF 5 P.

PLEASE SEND ALL TAX NOTICES TO:
Dana Haynes
Citivest, Inc.
4340 Von Karman Ave., Suite 110
New Port Beach, CA 92660

Space Above For County Recorder's Use

Tax Parcel Numbers: Lot 4 - 21-22-381-019
Lot 6 - 21-22-381-017

SPECIAL WARRANTY DEED

THAT, WEINGARTEN REALTY INVESTORS, a Texas real estate investment trust (“**Grantor**”), for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid to Grantor by WEST JORDAN RETAIL ASSOCIATES, LLC, a Delaware limited liability company (“**Grantee**”), whose mailing address is 4340 Von Karman Ave., Suite 110, Newport Beach, CA 92660, and other good and valuable consideration, the receipt and sufficiency of which considerations are hereby acknowledged, Grantor has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY unto Grantee the tract or parcel of Land situated in Salt Lake County, Utah, described in Exhibit “A” attached hereto, incorporated herein and made a part hereof for all purposes (the “**Land**”), together with all buildings, structures, and improvements owned by Grantor situated on the Land and all fixtures and other property owned by Grantor and affixed thereto (the “**Improvements**”) (the Land and Improvements being herein collectively referred to as the “**Property**”) and all of Grantor’s right, title and interest in and to (but without warranties, whether statutory, express or implied) all rights, privileges, easements, and interests appurtenant thereto, adjacent streets, alleys, rights-of-ways, and any adjacent strips and gores of real estate.

TO HAVE AND TO HOLD the Property together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns, forever, subject to the matters herein stated; and Grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor but not otherwise; provided that this conveyance and the warranty of Grantor herein contained are subject to (a) the matters herein stated, and (b) all: (i) covenants, conditions, restrictions, and other matters of public record, (ii) applicable zoning

and building ordinances and land use regulations, (iii) matters that would be disclosed by an accurate ALTA/NSPS survey or inspection of the Property, (iv) all liens for unpaid taxes and assessments, known or unknown to the full extent same are valid and pertain to the Property, (v) the rights of the tenants under tenant leases, and (vi) any matters about which Grantee knows or is deemed to know prior to the Closing.

GRANTEE ACKNOWLEDGES THAT GRANTEE HAS INDEPENDENTLY AND PERSONALLY INSPECTED THE PROPERTY AND THAT GRANTEE HAS ACQUIRED TITLE TO THE PROPERTY BASED UPON ITS ABILITY TO MAKE SUCH EXAMINATION AND INSPECTION. THE PROPERTY IS SOLD AND CONVEYED AND ACCEPTED BY GRANTEE IN ITS PRESENT CONDITION, "AS IS", "WHERE IS", AND "WITH ALL FAULTS", AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED EXCEPT FOR GRANTOR'S REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN SECTIONS 8 AND IN ANY SELLER'S CERTIFICATE DELIVERED PURSUANT TO SECTION 9(a)(iii) OF THAT CERTAIN PURCHASE AND SALE AGREEMENT DATED APRIL 9, 2020, AS AMENDED BETWEEN GRANTOR, AS SELLER, AND GRANTEE, AS PURCHASER (THE "AGREEMENT") AND EXCEPT AS TO THE WARRANTY OF TITLE AS EXPRESSLY SET FORTH IN THIS DEED. EXCEPT AS IS OTHERWISE EXPRESSLY SET FORTH IN THE AGREEMENT, GRANTOR HAS MADE NO WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, ITS PHYSICAL CONDITION, INCOME TO BE DERIVED THEREFROM OR EXPENSES TO BE INCURRED WITH RESPECT THERETO, OR WITH RESPECT TO THE COMPLIANCE OF THE PROPERTY WITH APPLICABLE LAWS, RULES, ORDINANCES OR REGULATIONS (INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO HAZARDOUS SUBSTANCES, HEALTH AND/OR THE ENVIRONMENT). BY ACCEPTANCE OF THIS DEED GRANTEE EXPRESSLY WAIVES THE RIGHT TO ASSERT ANY CLAIMS WITH RESPECT TO ANY MATTERS REFERRED TO IN THE PRECEDING SENTENCE AND RELEASES GRANTOR FROM ANY LIABILITY WITH RESPECT THERETO. THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS COLLATERAL TO OR AFFECTING THE PROPERTY. ANY SUIT BY GRANTEE FOR ANY BREACH BY GRANTOR OF ANY REPRESENTATION, WARRANTY OR COVENANT CONTAINED HEREIN MUST COMPLY WITH THE REQUIREMENTS OF SECTION 8 OF THE AGREEMENT, OR IT SHALL BE FOREVER BARRED. NOTWITHSTANDING ANY OTHER PROVISION IN THIS DEED OR ANY OTHER DOCUMENT, GRANTOR DOES NOT MAKE ANY REPRESENTATION OR WARRANTY AS TO THE ACREAGE OR SQUARE FOOTAGE TO THE PROPERTY, INCLUDING ANY SUCH REFERENCE IN EXHIBIT "A".

All ad valorem taxes and assessments for the Property for the current year have been prorated and Grantee has assumed liability for the payment thereof and for subsequent years. If such proration was based upon an estimate of such taxes and assessments for the current year, then upon demand Grantor and Grantee shall promptly and equitably adjust all such taxes and assessments as soon as actual figures for these items for the current year are available.

SIGNATURE PAGE FOLLOWS

EXECUTED on the date of the acknowledgment herein below, to be effective however as of the 17th day of July, 2020.

GRANTOR:

WEINGARTEN REALTY INVESTORS,
a Texas real estate investment trust

By: [Signature]
Name: Mark D. Stout
Title: Sr. Vice President/General Counsel

STATE OF TEXAS

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COUNTY OF HARRIS

This instrument was acknowledged before me on this the 17th day of July, 2020, by Mark D. Stout the Sr. Vice President of WEINGARTEN REALTY INVESTORS, a Texas real estate investment trust, on behalf of said real estate investment trust.

[Signature]
Notary Public in and for the State of Texas

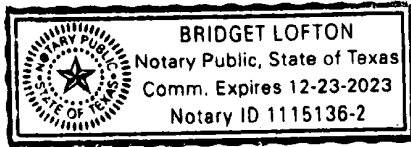


EXHIBIT A

LEGAL DESCRIPTION
Outparcel Lots West Jordan Town Center

PARCEL 1:

Lots 4 and 6, WEST JORDAN TOWN CENTER, A COMMERCIAL SUBDIVISION, according to the official plat thereof, recorded on July 2, 1998 as Entry No. 7016834 in Book 98-7P at Page 176 in the office of the Salt Lake County Recorder.

PARCEL 1A:

Non-exclusive easements as granted in that certain Declaration of Restrictions and Easements, recorded July 2, 1998 as Entry No. 7016835 in Book 8027 at Page 1563, and by that certain First Amendment to Declaration of Restrictions and Easements, recorded October 8, 1998 as Entry No. 7114083 in Book 8120 at Page 2006, and by that certain Second Amendment to Declaration of Restrictions and Easements, recorded February 19, 1999 as Entry No. 7261935 in Book 8251 at Page 216 and that certain Third Amendment to Declaration of Restrictions and Easements, recorded December 19, 2003 as Entry No. 8929682 in Book 8925 at Page 8920 of official records.

PARCEL 1B:

Non-exclusive rights of vehicular ingress and egress as granted in that certain Declaration of Easements, Covenants, Conditions and Restrictions, recorded July 2, 1998 as Entry No. 7016838 in Book 8027 at Page 1715 of official records.

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Fidelity National Title Insurance Company
National Commercial Services
1900 West Loop South, Suite 200
Houston, Texas 77027
Attn: Marni Zarin

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PLEASE SEND ALL TAX NOTICES TO:
Dana Haynes
Citivest, Inc.
4340 Von Karman Ave., Suite 110
New Port Beach, CA 92660

Space Above for County Recorder's Use

Tax Parcel Numbers: Lot 1 - 21-22-381-022;
 Lot 2 - 21-22-381-021; Lot 3 - 21-22-381-020;
 Lot 5F- 21-22-381-023; Lot 5E - 21-22-381-024;
 Lot 5D - 21-22-381-025; Lot 5C - 21-22-381-026;
 Lot 5H - 21-22-381-031; Lot 5G - 21-22-381-032

SPECIAL WARRANTY DEED

THAT, WRI/WEST JORDAN LLC, a Delaware limited liability company ("**Grantor**"), for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid to Grantor by WEST JORDAN RETAIL ASSOCIATES, LLC, a Delaware limited liability company ("**Grantee**"), whose mailing address is 4340 Von Karman Ave., Suite 110, Newport Beach, CA 92660, and other good and valuable consideration, the receipt and sufficiency of which considerations are hereby acknowledged, Grantor has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY unto Grantee the tract or parcel of Land situated in Salt Lake County, Utah, described in Exhibit "A" attached hereto, incorporated herein and made a part hereof for all purposes (the "**Land**"), together with all buildings, structures, and improvements owned by Grantor situated on the Land and all fixtures and other property owned by Grantor and affixed thereto (the "**Improvements**") (the Land and Improvements being herein collectively referred to as the "**Property**") and all of Grantor's right, title and interest in and to (but without warranties, whether statutory, express or implied) all rights, privileges, easements, and interests appurtenant thereto, adjacent streets, alleys, rights-of-ways, and any adjacent strips and gores of real estate.

TO HAVE AND TO HOLD the Property together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns, forever, subject to the matters herein stated; and Grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same

or any part thereof by, through or under Grantor but not otherwise; provided that this conveyance and the warranty of Grantor herein contained are subject to (a) the matters herein stated, and (b) all: (i) covenants, conditions, restrictions, and other matters of public record, (ii) applicable zoning and building ordinances and land use regulations, (iii) matters that would be disclosed by an accurate ALTA/NSPS survey or inspection of the Property, (iv) all liens for unpaid taxes and assessments, known or unknown to the full extent same are valid and pertain to the Property, (v) the rights of the tenants under tenant leases, and (vi) any matters about which Grantee knows or is deemed to know prior to the Closing.

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All ad valorem taxes and assessments for the Property for the current year have been prorated and Grantee has assumed liability for the payment thereof and for subsequent years. If such proration was based upon an estimate of such taxes and assessments for the current year, then

upon demand Grantor and Grantee shall promptly and equitably adjust all such taxes and assessments as soon as actual figures for these items for the current year are available.

SIGNATURE PAGE FOLLOWS

EXECUTED on the date of the acknowledgment herein below, to be effective however as of the 17th day of July, 2020.

GRANTOR:

WRI/WEST JORDAN LLC,
a Delaware limited liability company

By: Weingarten Realty Investors,
a Texas real estate investment trust,
its Sole Member

By: *Mark D. Stout*
Name: Mark D. Stout
Title: Sr. Vice President/General Counsel

STATE OF TEXAS

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§
§

COUNTY OF HARRIS

This instrument was acknowledged before me on this the 17th day of July, 2020, by Mark D. Stout, the Sr. Vice President of Weingarten Realty Investors, a Texas real estate investment trust, the Sole Member of WRI/WEST JORDAN LLC, a Delaware limited liability company, on behalf of said limited liability company.

Bridget Lofton
Notary Public in and for the State of Texas

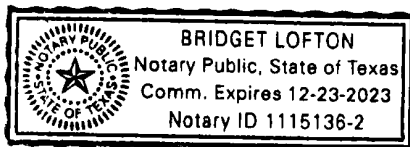


EXHIBIT A

LEGAL DESCRIPTION
West Jordan Town Center

PARCEL 1:

Lots 1, 2 and 3, WEST JORDAN TOWN CENTER, A COMMERCIAL SUBDIVISION, according to the official plat thereof, recorded on July 2, 1998 as Entry No. 7016834 in Book 98-7P at Page 176 in the office of the Salt Lake County Recorder.

Lots 5-C, 5-D, 5-E and 5-F, WEST JORDAN TOWN CENTER NO. 2, A COMMERCIAL SUBDIVISION, according to the official plat thereof, recorded on September 7, 2001 as Entry No. 7997307 in Book 2001P at Page 255 in the office of the Salt Lake County Recorder.

Lots 5-G and 5-H, WEST JORDAN TOWN CENTER NO. 2 AMENDED, according to the official plat thereof, recorded on December 12, 2003 as Entry No. 8923077 in Book 2003P at Page 389 in the office of the Salt Lake County Recorder.

PARCEL 1A:

Non-exclusive easements as granted in that certain Declaration of Restrictions and Easements, recorded July 2, 1998 as Entry No. 7016835 in Book 8027 at Page 1563, and by that certain First Amendment to Declaration of Restrictions and Easements, recorded October 8, 1998 as Entry No. 7114083 in Book 8120 at Page 2006, and by that certain Second Amendment to Declaration of Restrictions and Easements, recorded February 19, 1999 as Entry No. 7261935 in Book 8251 at Page 216 and that certain Third Amendment to Declaration of Restrictions and Easements, recorded December 19, 2003 as Entry No. 8929682 in Book 8925 at Page 8920 of official records.

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