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8/24/2012 4:21:00 PM \$21.00  
Book - 10049 Pg - 4635-4640  
Gary W. Ott  
Recorder, Salt Lake County, UT  
MOUNTAIN VIEW TITLE & ESCROW  
BY: eCASH, DEPUTY - EF 6 P.

**GROUND LEASE ASSIGNMENT**

After recording mail to:

Patricia Garvey  
Stewart Title Guaranty Company  
10 S. Riverside Plaza, Suite 1450  
Chicago, IL 60606

*This space reserved for Recorder's use only.*

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

**THIS ASSIGNMENT AND ASSUMPTION AGREEMENT** (this "Assignment") is made and entered into as of August 16, 2012 (the "Effective Date"), by and between PDC COMMUNITY CENTERS L.L.C., a Delaware limited liability company ("Assignor"), and FORT UNION CHASEBROOK LLC, a Utah limited liability company ("Assignee").

**RECITALS:**

A. Assignor and Assignee have heretofore entered into that certain Purchase and Sale Agreement dated as of August 10, 2012 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell and assign to Assignee, and Assignee has agreed to purchase and assume from Assignor, all of Assignor's right, title and interest in, to and under the that certain ground lease described on Exhibit A attached hereto (the "Ground Lease"), with respect to the land and improvements situated on that certain real property commonly known as Fort Union Plaza and more particularly described on Exhibit B attached hereto (the "Property").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. **Assignment.** Effective as of the Effective Date, Assignor hereby assigns, transfers, conveys and sets over to Assignee all of Assignor's right, title and interest in, to and under the Ground Lease.

2. **Acceptance.** Assignee hereby accepts the assignment of the Ground Lease and agrees to assume, keep, perform and fulfill all liabilities and obligations of the tenant under the Ground Lease which accrue from and after the Effective Date.

3. **Exculpation of Assignor and Related Parties.** The recourse of Assignee or its successors or assigns against Assignor, and its members, managers, officers, employees, agents and representatives, with respect to any alleged breach by or on the part of Assignor of any representation, warranty, covenant,

undertaking, indemnity or agreement contained in this Assignment is subject to, and shall be limited as set forth in, the Purchase Agreement (including without limitation Section 10 thereof).

4. Assignor's Indemnity of Assignee. Except as set forth in the Purchase Agreement, Assignor hereby agrees to defend (with counsel reasonably satisfactory to Assignee) indemnify, and hold harmless Assignee and its members, officers, directors, successors, and assigns, from and against any and all claims, suits, demands, causes of action, actions, liabilities, losses, damages, costs and expenses (including attorneys' fees) arising out of or related to the Leases committed or alleged to have been committed prior to the Effective Date.

5. Assignee's Indemnity of Assignor. Assignee hereby agrees to defend (with counsel reasonably satisfactory to Assignor), indemnify, and hold harmless Assignor and its members, officers, directors, successors and assigns, from and against any and all claims, suits, demands, causes of action, actions, liabilities, losses, damages, costs and expenses (including attorneys' fees) arising out of or related to the Leases committed or alleged to have been committed on or after the Effective Date.

6. Binding Effect. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. No Modification. This Assignment shall not be altered, amended or otherwise modified, except as set forth in a written document executed by the parties hereto.

8. Governing Law. This Assignment and all questions arising in connection herewith shall be governed by and construed in accordance with the internal laws of the state where the Property is located.

9. Counterparts; Facsimile and .pdf Signatures. This Assignment may be executed in two or more counterparts, all of which shall be read together and be construed as one instrument. In order to expedite the transaction contemplated herein, telecopied signatures or .pdf signatures sent via e-mail may be used in place of original signatures on this Assignment. Assignor and Assignee intend to be bound by the signatures on the telecopied or e-mailed document, are aware that the other party will rely on the telecopied or e-mailed signatures, and hereby waive any defenses to the enforcement of the terms of this Assignment based on the form of signature.

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment as of the Effective Date.

PDC COMMUNITY CENTERS L.L.C., a Delaware limited liability company

By: [Signature]  
Name: Marvin J. Levine, Esq.  
Title: Authorized Signatory

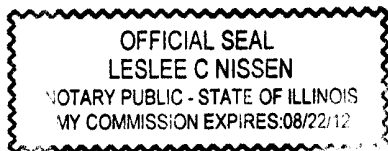
STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that Marvin J. Levine as Authorized Signatory of PDC COMMUNITY CENTERS L.L.C., a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument on behalf of the PDC COMMUNITY CENTERS L.L.C. as his own free and voluntary act and as the free and voluntary act of PDC COMMUNITY CENTERS L.L.C. for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 15<sup>th</sup> day of August, 2012.

[Signature]  
Notary Public

My Commission Expires: 8-22-12





## Exhibit A

### Ground Lease

- Unrecorded Ground Lease dated July 26, 1974 between Ambrose M. Motta and Zelda Motta, lessors and Cordova Village, as tenant.
- Unrecorded First Amendment to Lease, Release of Option, Right of First Refusal and Agreement to Subordinate dated March 5, 1979 between Ambrose and Zelda Motta, as landlord, and Price-Fort Union Company, a joint venture (successor-in-interest to Cordova Village).
- Affidavit by Paul K. Mendenhall dated November 22, 1985 and recorded November 25, 1985 as Document No.4167877.
- Assignment and Assumption of Ground Lease dated January 16, 1994 recorded as Document No. 5720028, Book 6856, Page 2614 from Price Fort Union II Company, Ltd. (f/k/a Price Fort Union Company, as assignor, to Price Development Company, Limited Partnership, as assignee.
- Memorandum of Ground Lease dated June 27, 2003 by Nancy Martin, Trustee of the Zelda Motta Trust, as landlord, and Price Development Company, Limited Partnership, as tenant, recorded July 9, 2003 in Book 8837, Page 2450.
- Assignment and Assumption of Ground Lease dated June 30, 2003 between Price Development Company, Limited Partnership, as assignor, and PDC Community Centers L.L.C., as assignee, recorded in Book 8837, Page 2456.
- Unrecorded Assignment and Assumption of Leases and Service Contracts dated June 30, 2003 between Price Development Company, Limited Partnership and PDC Community Centers L.L.C.
- Confirmation of Ground Lease and Correction and Termination of Ground Sub-Lease (Fort Union) dated May 15, 2012 by and among Fairfax Realty, Inc., GGPLP L.L.C., PDC Community Centers L.L.C. and GGP Fort Union II, LLC, and recorded on May 17, 2012 in Book 10018, Page 1903-1913.
- Confirmatory Deed dated July 11, 2012 by PDC Community Centers L.L.C.

**Exhibit B**  
**Legal Description**

PARCEL 1:

BEGINNING AT A POINT SOUTH 0°04'01" WEST ALONG THE QUARTER SECTION LINE 135.30 FEET (AS SURVEYED 137.41 FEET) FROM THE NORTH QUARTER CORNER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 89°52'20" WEST 879.98 FEET TO THE EAST LINE OF STATE HIGHWAY PROPERTY; THENCE SOUTH 0°04'40" WEST ALONG SAID EAST LINE OF HIGHWAY PROPERTY 346.51 FEET; THENCE SOUTH 73°09' EAST ALONG THE PROLONGATION OF AN OLD FENCE LINE 360.17 FEET TO THE NORTH LINE OF STATE HIGHWAY PROPERTY AT A POINT ON A CURVE TO THE LEFT, THE CENTER OF WHICH BEARS NORTH 15°43'20" WEST 1076.92 FEET FROM SAID POINT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 430.84 FEET TO THE POINT OF TANGENCY; THENCE NORTH 51°21'20" EAST 198.29 FEET TO THE QUARTER SECTION LINE; THENCE NORTH 0°04'01" EAST 133.53 FEET (AS SURVEYED 131.42 FEET) TO THE POINT OF BEGINNING.

EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT A POINT ON THE EAST LINE OF STATE HIGHWAY PROPERTY, SAID POINT BEING SOUTH 375.49 FEET AND WEST 880.46 FEET FROM THE NORTH QUARTER CORNER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 0°04'40" WEST ALONG SAID EAST LINE OF HIGHWAY PROPERTY 108.28 FEET; THENCE SOUTH 73°09' EAST ALONG THE PROLONGATION OF AN OLD FENCE LINE 115.04 FEET; THENCE NORTH 35°45' EAST 89.75 FEET; THENCE NORTH 55°25' WEST 86.23 FEET; THENCE NORTH 77°45' WEST 93.53 FEET TO THE POINT OF BEGINNING.

PARCEL 1A:

THE RIGHT, TITLE AND INTEREST IN NON-EXCLUSIVE EASEMENTS CREATED UNDER THAT CERTAIN DECLARATION OF RESTRICTIONS AND EASEMENT AGREEMENT, EXECUTED BY PRICE DEVELOPMENT COMPANY AND FIRST SECURITY BANK, RECORDED MAY 1, 1980, ENTRY NO. 3429356, IN BOOK 5095 AT PAGE 895 OF OFFICIAL RECORDS, AND THAT CERTAIN DECLARATION OF EASEMENTS AND RESTRICTIONS RECORDED MAY 13, 1982, ENTRY NO. 3675099, IN BOOK 5372 AT PAGE 515 OF OFFICIAL RECORDS.

Serial Number: 22-29-128-007  
22-29-128-002