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Book - 10746 Pg - 2832-2837
RASHELLE HOBBS
Recorder, Salt Lake County, UT
OLD REPUBLIC TITLE DRAPER/OREM
BY: eCASH, DEPUTY - EF 6 P.

WHEN RECORDED RETURN TO:

CenterCal Properties, LLC
Attn: General Counsel
1600 Franklin Avenue
El Segundo, CA 90245

File 1830073 Hm

**CONFIRMATION OF TRANSFER SUBJECT TO TERMS OF DEVELOPMENT
AGREEMENT**

THIS CONFIRMATION OF TRANSFER SUBJECT TO TERMS OF DEVELOPMENT AGREEMENT (this "**Agreement**") is made as of the 16 day of January, 2019, by Riverton CenterCal 2, LLC, a Delaware limited liability company ("**Riverton 2**"), and joined by Riverton CenterCal, LLC, a Delaware limited liability company ("**Developer**"), and Riverton City, a Utah municipal corporation ("**City**").

WHEREAS, Developer's predecessor-in-interest and City entered into that certain Development Agreement dated as of February 7, 2017, as recorded in the real property records of Salt Lake County, Utah on March 24, 2017 as Entry No. 12502237 in Book 10541 at Page 2871, in the official records of the Salt Lake County recorder, which was assigned to Developer pursuant to that certain Assignment and Assumption of Development Agreement dated as of March 24, 2017, record on March 24, 2017, as Entry No. 12502262 in Book 10541 at Page 3132 (as assigned, the "**Development Agreement**"), Property (as therein defined);

WHEREAS, Riverton 2, an affiliate of Developer, has been formed for the purposes of acquiring, developing, leasing, operating, managing and/or selling a portion of the Property, which portion consists of approximately 31.246 acres of land and is legally described on Exhibit A, attached hereto (the "**Phase 2 Property**"); and

WHEREAS, the Phase 2 Property is and will remain subject to the Development Agreement and, pursuant to Section 11.2 of the Agreement, Developer is entitled to transfer (a) any portion of the Property, subject to the terms of the Development Agreement, or (b) the entire Property to Riverton 2 as its affiliate upon written notice to, and without the approval of, the City.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Because the transfer of the Phase 2 Property is less than a complete transfer of Developer's interest in the Property, Riverton CenterCal, LLC, a Delaware limited liability company shall remain Developer under the Development Agreement.

2. Notwithstanding that Riverton 2 shall become the owner of the Phase 2 Property by conveyance of even date herewith, the same shall remain subject to the terms, conditions and benefits of the Development Agreement including, but not limited to the fee and vesting provisions of Articles 7 and 8, respectively, thereof.

3. Riverton 2 hereby accepts and agrees to be bound by the terms of the Development Agreement as and to the extent that the same apply to the Phase 2 Property.

4. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

[Signature pages follow]

IN WITNESS WHEREOF, each of Developer and Riverton 2 have caused this Agreement to be executed and delivered to the other parties hereto, all as of the date first above written.

RIVERTON 2:

RIVERTON CENTERCAL 2, LLC,
a Delaware limited liability company

By: CENTERCAL, LLC,
a Delaware limited liability company,
its sole member

By: CENTERCAL ASSOCIATES, LLC,
a Delaware limited liability company,
its Managers

By: _____
Name: _____
Its: _____

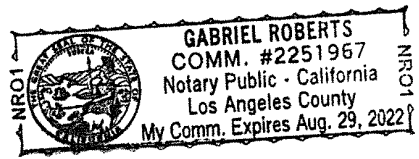
STATE OF CALIFORNIA)
)
COUNTY OF Los Angeles)
 : ss.

On January 14, 2019 before me, Gabriel Roberts,
a Notary Public, personally appeared Jocan Paul Wood,
who proved to me on the basis of satisfactory evidence to be the person(s) who name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in (his/her/their) authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]



JOINDER OF DEVELOPER

Developer does hereby join in this Agreement to evidence its concurrence herewith and agrees to take any further steps or provide such reasonable assurances to confer the benefits contemplated hereby.

DEVELOPER:

RIVERTON CENTERCAL, LLC,
a Delaware limited liability company

By: CENTERCAL, LLC,
a Delaware limited liability company,
its sole member

By: CENTERCAL ASSOCIATES, LLC,
a Delaware limited liability company,
its Managers

By: _____
Name: _____
Its: _____

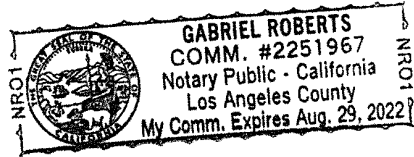
STATE OF CALIFORNIA)
 : ss.
COUNTY OF Los Angeles)

On January 14, 2019 before me, Gabriel Roberts,
a Notary Public, personally appeared Jean Paul Woods,
who proved to me on the basis of satisfactory evidence to be the person(s) who name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]



JOINDER OF RIVERTON CITY

Riverton City does hereby join in this Agreement to confirm its concurrence herewith.

CITY:

RIVERTON CITY,
a Utah municipal corporation

Attest:



By: _____
Name: Trent Staags
Its: Mayor

Approved as to Legal Form

Riverton City Attorney

STATE OF UTAH)
) : ss.
COUNTY OF Salt Lake)

On January 15, 2019 before me, Joy Johnson,
a Notary Public, personally appeared Trent Staags,
who proved to me on the basis of satisfactory evidence to be the person(s) who name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Utah that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Joy Suzanne Johnson

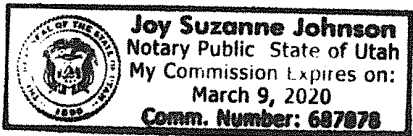


Exhibit A

Legal Description of the Phase 2 Property

That certain real property located in Salt Lake County, Utah, specifically described as follows:

Beginning at a point on the northerly Right-of-Way line of 13400 South Street, as described in a Quit Claim deed recorded as Entry No. 11352724 on March 19, 2012 in Book 10000 at Page 4080 in the Salt Lake County Recorder's office, said point also being South $89^{\circ}34'03''$ East, along the section line, 1916.92 feet and North $00^{\circ}25'57''$ East 149.17 feet from the Southwest Corner of Section 31, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running thence North $00^{\circ}34'50''$ East 167.70 feet to a point on a 100.00 foot radius curve to the left; thence northerly 11.38 feet along said curve, through a central angle of $06^{\circ}31'15''$, (chord bears North $02^{\circ}40'47''$ West 11.37 feet); thence North $05^{\circ}56'24''$ West 59.05 feet to a point on a 100.00 foot radius curve to the right; thence northerly 11.38 feet along said curve, through a central angle of $06^{\circ}31'15''$, (chord bears North $02^{\circ}40'47''$ West 11.37 feet); thence North $00^{\circ}34'50''$ East 889.12 feet to the proposed south line of 13200 South Street; thence, along the said south line, South $89^{\circ}25'15''$ East 990.27 feet to a point on a 29.50 foot non-tangent radius curve to the left; thence southwesterly 24.18 feet along said curve, through a central angle of $46^{\circ}57'13''$, (chord bears South $23^{\circ}59'12''$ West 23.50 feet); thence South $00^{\circ}30'35''$ West 90.73 feet to a point on a 153.00 foot curve to the left; thence southeasterly 53.93 feet along the said curve, through a central angle of $20^{\circ}11'45''$, (chord bears South $09^{\circ}35'17''$ East 53.65 feet); thence South $19^{\circ}41'10''$ East 46.06 feet; thence South $20^{\circ}12'44''$ East 489.99 feet to a point on a 195.00 foot radius curve to the right; thence southeasterly 70.49 feet along said curve, through a central angle of $20^{\circ}42'40''$, (chord bears South $09^{\circ}51'24''$ East 70.10 feet); thence South $00^{\circ}29'56''$ West 261.30 feet; thence South $03^{\circ}25'00''$ East 43.93 feet; thence South $00^{\circ}29'56''$ West 161.88 feet to a point on a 30.00 foot radius curve to the left; thence southeasterly 28.99 feet along said curve, through a central angle of $55^{\circ}21'34''$, (chord bears South $27^{\circ}10'51''$ East 27.87 feet) to the to the aforesaid northerly Right-of-Way line of 13400 South Street; thence, along said northerly Right-of-Way line, the following seven (7) courses: (1) North $88^{\circ}17'31''$ West 485.69 feet, (2) North $89^{\circ}33'54''$ West 325.00 feet, (3) North $85^{\circ}45'03''$ West 97.72 feet, (4) North $89^{\circ}33'54''$ West 244.87 feet, (5) North $44^{\circ}07'42''$ West 55.55 feet, (6) North $00^{\circ}11'47''$ West 35.07 feet, (7) South $89^{\circ}48'13''$ West 9.22 feet to the Point of Beginning.

Tax ID: 27-31-451-003