

**Recording Requested By, and
When Recorded Return To:**

Paul Hastings LLP
515 South Flower Street, 25th Floor
Los Angeles, CA 90071
Attn: Robert M. Keane, Jr., Esq.
MNT 05589

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5/2/2019 10:57:00 AM \$32.00
Book - 10776 Pg - 5210-5220
RASHELLE HOBBS
Recorder, Salt Lake County, UT
METRO NATIONAL TITLE
BY: eCASH, DEPUTY - EF 11 P.

**ASSIGNMENT OF DECLARANT'S RIGHTS
GATEWAY BLOCK B CONDOMINIUM DECLARATION**

THIS ASSIGNMENT OF DECLARANT'S RIGHTS (this "**Assignment**") is made and entered into as of February 1, 2016 by and among Gateway Associates, LTD, a Utah limited partnership ("**Gateway**"), Inland Western Salt Lake City Gateway, L.L.C., a Delaware limited liability company, and IWR Gateway Central Plant, L.L.C., a Delaware limited liability company (collectively, "**Seller**" and, together with Gateway, collectively, "**Assignor**"), and Vestar Gateway, LLC, a Delaware limited liability company ("**Assignee**").

RECITALS

WHEREAS, Gateway is the "Declarant" under that certain Declaration of Condominium Gateway Block B Condominium Project, recorded on February 26, 2001 as Entry No. 7828971 in Book 8427, Page 4752 of the Official Records of the Recorder of Salt Lake County, Utah (the "**Official Records**"), by Gateway Associates, Ltd., a Utah limited partnership, as amended by that certain First Amendment to Declaration of Condominium Gateway Block B Condominium Project and Amendment of Record of Survey Map, recorded on May 16, 2002 as Entry No. 8235748 in Book 8598, Page 7012 of the Official Records, and as further amended by that certain Second Amendment to Declaration of Condominium Gateway Block B Condominium Project and Amendment of Record of Survey Map recorded July 20, 2004 as Entry No. 9125323, in Book 9016, at Page 2655 of the Official Records (together with all amendments, modifications and supplements thereto, the "**Declaration**"). Capitalized terms used herein but not otherwise defined shall have the meaning ascribed thereto in the Declaration;

WHEREAS, the Declaration governs certain real property commonly known as the Gateway Block B Condominium as more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference ("**Project**");

WHEREAS, Assignor has not assigned the rights of Declarant under the Declaration to any other party;

WHEREAS, Assignee is purchasing certain condominium units in the Project as more particularly described on **Exhibit B** attached hereto and made part hereof (the "**Property**") from Seller; and

WHEREAS, Assignor desires to transfer and assign all of its rights and obligations as Declarant under the Declaration to Assignee in conjunction with the conveyance of the Property on the date hereof by Seller to Assignee.

LEGAL_US_W # 84743887.2

NOW, THEREFORE, for and in consideration of the foregoing and other valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Assignor and Assignee do hereby covenant, stipulate, acknowledge and agree as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated herein and made a part of this Assignment as if fully set forth herein.

2. Assignment of Rights. Assignor does hereby assign, transfer and convey to Assignee all of its rights as Declarant under the Declaration and all right, title, interest and privilege incidental to the rights of Declarant under the Declaration (the "Assignable Rights"). Except as expressly set forth in Section 4 hereof, this Assignment is being made without any representation or warranty of any kind whatsoever.

3. Acceptance of Assignment and Effectiveness. Assignee hereby accepts the foregoing assignment of the Assignable Rights from Assignor. This Assignment shall be effective automatically upon the conveyance to Assignee of title to the Property from Seller without any further action on the part of either Assignor or Assignee. From and after the effectiveness of this Assignment, Assignor shall no longer have any right, power or authority to exercise any of the rights of Declarant under the Declaration.

4. No Previous Assignment. Assignor hereby represents and warrants to Assignee that Assignor has not previously assigned any of the Assignable Rights to a third party other than to Assignee.

5. Further Assurances. For a period of one hundred and eighty (180) days after the date hereof, Assignor and Assignee hereby covenant and agree to execute or provide such additional documents as are reasonably necessary to confirm, establish and evidence the assignment, transfer and conveyance of the Assignable Rights from Assignor to Assignee and the designation of Assignee as the entity entitled to exercise the Assignable Rights under the Declaration as contemplated hereunder.

6. Counterparts. This Assignment may be executed in counterparts, both such executed counterparts shall constitute the same agreement, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

7. Governing Law. The terms and provisions of this Assignment shall be governed by and enforced in accordance with the laws of the State of Utah.

8. Severability. If any term, condition or covenant of this Assignment or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Assignment, or the application of the term, provision, condition or covenant to person or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

9. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

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IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first written above.

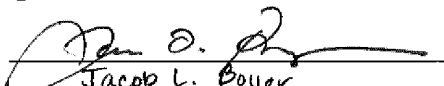
ASSIGNOR:

GATEWAY:

GATEWAY ASSOCIATES, LTD.,
a Utah limited partnership,
by its general partner:

By: BOYER GATEWAY, L.C.,
a Utah limited liability company,
its general partner

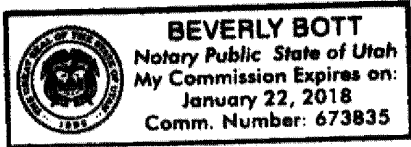
By: THE BOYER COMPANY, L.C.,
a Utah limited liability company,
its Manager

By: 
Name: Jacob L. Boyer
Title: Manager

[Signatures Continue on Following Page]

STATE OF UTAH)
) ss
COUNTY OF SALT LAKE)

On the 24th day of January, 2016, personally appeared before me Jacob L. Boyer, the signer of the foregoing instrument, who being by me duly sworn did say he is the Manager of The Boyer Company, L.C., which is the manager of Boyer Gateway, L.C., which is the general partner of Gateway Associates, Ltd., and that the within and foregoing instrument was signed on behalf of said entities.

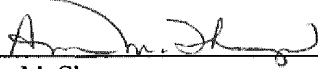


Beverly Bott
Notary Public
Residing at: Salt Lake City

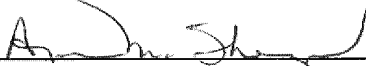
My Commission Expires:
January 22, 2018

SELLER:

INLAND WESTERN SALT LAKE CITY GATEWAY, L.L.C.,
a Delaware limited liability company

By: 
Name: Ann M. Sharp
Title: Assistant Secretary

IWR GATEWAY CENTRAL PLANT, L.L.C.,
a Delaware limited liability company

By: 
Name: Ann M. Sharp
Title: Assistant Secretary

[Signatures Continue on Following Page]

STATE OF Illinois)
COUNTY OF DuPage)

I, Barbara Maka, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Ann M. Sharp personally known to me to be the Assistant Secretary of Inland Western Salt Lake City Gateway, L.L.C., a Delaware limited liability company, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (s)he signed and delivered the said instrument as Assistant Secretary of said limited liability company, pursuant to authority given by said limited liability company, as his/her own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 27th day of January, 2016.

Barbara Maka
Notary Public

My Commission Expires
OFFICIAL SEAL
BARBARA MAKA
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:02/21/16

STATE OF Illinois)
COUNTY OF DuPage)

I, Stacey C Fruhstuck a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Ann M. Sharp personally known to me to be the Assistant Secretary of IWR Gateway Central Plant, L.L.C., a Delaware limited liability company, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (s)he signed and delivered the said instrument as Assistant Secretary of said limited liability company, pursuant to authority given by said limited liability company, as his/her own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 27 day of January, 2016.

Stacey C Fruhstuck
Notary Public

My Commission Expires:

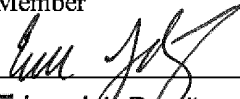


ASSIGNEE:

VESTAR GATEWAY, LLC,
a Delaware limited liability company

By: SLC Gateway Retail, LLC,
a Delaware limited liability company
its Sole Member

By: VGSLM, LLC,
a Delaware limited liability company
its Managing Member

By: 
Name: Edward J. Reading
Title: Manager

[End Signatures; Notary Pages Follow]

EXHIBIT A

Legal Description of the Project

All of GATEWAY BLOCK B, a Utah Condominium Project as the same is (i) identified in the Record of Survey Map recorded in the office of the Salt Lake County Recorder, Salt Lake County, Utah, on February 26, 2001 as Entry No. 7828970, in Book "2001P", at Page 39 of Plats, as said Record of Survey Map has been amended by that certain First Amendment to Declaration of Condominium Gateway Block B Condominium Project and Amendment of Record of Survey Map, recorded May 16, 2002 as Entry No. 8235748, in Book 8598 at Page 7012, of the Official Records of the Salt Lake County Recorder (the "First Amendment to Block B Declaration"), and by that certain Second Amendment to Declaration of Condominium Gateway Block B Condominium Project and Amendment of Record of Survey Map, recorded July 20, 2004 as Entry No. 9125323, in Book 9016 at Page 2655, of the Official Records of the Salt Lake County Recorder (the "Second Amendment to Block B Declaration"), and by that certain AMENDMENT TO RECORD OF SURVEY MAP GATEWAY BLOCK B, AMENDING GATEWAY BLOCK B-OFFICE UNIT 1 & RETAIL UNIT 1 - SHEET 5 AND 6 OF 16, recorded in the office of the Salt Lake County Recorder on September 25, 2013 as Entry No. 11730199, in Book "2013P", at Page 193 of Plats, and (ii) further identified in the Declaration of Condominium Gateway Block B Condominium Project, recorded in the office of the Salt Lake County Recorder, Salt Lake County, Utah, on February 26, 2001 as Entry No. 7828971, in Book 8427 at Page 4752, as said Declaration has been amended or supplemented by the First Amendment to Block B Declaration, and by the Second Amendment to Block B Declaration (as amended, the "Block B Declaration").

EXHIBIT B

Legal Description of the Property

RETAIL UNITS 1, 2 and 3, PARKING UNIT 1, and CP UNIT 1, contained within the GATEWAY BLOCK B, a Utah Condominium Project as the same is (i) identified in the Record of Survey Map recorded in the office of the Salt Lake County Recorder, Salt Lake County, Utah, on February 26, 2001 as Entry No. 7828970, in Book "2001P", at Page 39 of Plats, as said Record of Survey Map has been amended by that certain First Amendment to Declaration of Condominium Gateway Block B Condominium Project and Amendment of Record of Survey Map, recorded May 16, 2002 as Entry No. 8235748, in Book 8598 at Page 7012, of the Official Records of the Salt Lake County Recorder (the "First Amendment to Block B Declaration"), and by that certain Second Amendment to Declaration of Condominium Gateway Block B Condominium Project and Amendment of Record of Survey Map, recorded July 20, 2004 as Entry No. 9125323, in Book 9016 at Page 2655, of the Official Records of the Salt Lake County Recorder (the "Second Amendment to Block B Declaration"), and by that certain AMENDMENT TO RECORD OF SURVEY MAP GATEWAY BLOCK B, AMENDING GATEWAY BLOCK B-OFFICE UNIT 1 & RETAIL UNIT 1 - SHEET 5 AND 6 OF 16, recorded in the office of the Salt Lake County Recorder on September 25, 2013 as Entry No. 11730199, in Book "2013P", at Page 193 of Plats, and (ii) further identified in the Declaration of Condominium Gateway Block B Condominium Project, recorded in the office of the Salt Lake County Recorder, Salt Lake County, Utah, on February 26, 2001 as Entry No. 7828971, in Book 8427 at Page 4752, as said Declaration has been amended or supplemented by the First Amendment to Block B Declaration, and by the Second Amendment to Block B Declaration (as amended, the "Block B Declaration"). TOGETHER WITH the undivided ownership interest in said Project's Common Elements that is appurtenant to said Units as more particularly described in the Block B Declaration. TOGETHER WITH the exclusive right to use (together with Retail Unit 4) the Limited Common Elements designated Retail Limited Common as more particularly described in the Block B Declaration.

APN: 15-01-131-017; 15-01-131-002; 15-01-131-003; 15-01-131-007; 15-01-131-008