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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: Jean Paul Wardy
1600 Franklin Avenue
El Segundo, CA 90245
1933679MM

CONSENT TO TRANSFER UNDER PARTICIPATION AGREEMENT

THIS CONSENT TO TRANSFER UNDER PARTICIPATION AGREEMENT (this "Agreement") is made as of the 30 day of September, 2019, by and among the Redevelopment Agency of the City of Riverton, a Political subdivision of the State of Utah ("Agency"), Riverton CenterCal, LLC, a Delaware limited liability company ("Riverton 1"), and by Riverton CenterCal 3, LLC, a Delaware limited liability company ("Riverton 3").

WHEREAS, CenterCal Properties, LLC, a Delaware limited liability company ("CenterCal"), Riverton 1 and Agency entered into that certain Participation Agreement dated February 7, 2017, between Agency and CenterCal, along with Riverton 1 For the Western Commercial District Community Development Project Area, as City Contract Number 17-1040-03 (the "Agreement");

WHEREAS, pursuant to that certain Assignment and Assumption of Participation Agreement by and between CenterCal (as assignor) and Riverton 1 (as assignee), dated March 24, 2017, and recorded as Instrument Number 12502281 among the Land Records of Salt Lake County, CenterCal did assign all of its right, title and interest in the Agreement to Riverton 1 and, pursuant to Subsection 1.7.3 the Agreement, CenterCal was thereafter released;

WHEREAS, Riverton CenterCal 3, LLC, a Delaware limited liability company ("Riverton 3"), an affiliate of Riverton 1, has been formed for the purposes of acquiring, developing, leasing, operating, managing and/or selling a portion of the Site and the Facility thereon, which portion consists of approximately 8.62 acres of land and is legally described on Exhibit A, attached hereto (the "Phase 3 Property"); and

WHEREAS, the Phase 3 Property is and will remain subject to the Agreement and, accordingly, the Agency hereby consents the transfer, sale and conveyance of the Phase 3 Property by Riverton 3 upon the terms and conditions herein set forth.

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

1. Pursuant to Subsection 1.8.3 of the Agreement, the Agency hereby consents to the acquisition of the Phase 3 Property by Riverton 3 and agrees that, by its execution hereof, any and all notice requirements set forth in the Agreement related thereto are hereby satisfied.
2. Notwithstanding that Riverton 3 shall become the owner of the Phase 3 Property by conveyance of even date herewith, the same shall remain subject to the terms and conditions

of the Agreement. Notwithstanding the foregoing, Riverton 1 has not, as of the date hereof, requested to transfer of the benefits of the Agreement to Riverton 3 and, until such time as the parties shall agree to a transfer of the same in accordance with the provisions of Subsection 1.8.4, the benefits accruing from or arising out of the Phase 3 Property (including, but not limited to, the Participants' Tax Increment Share and Sales Tax Payment) shall continue to inure to the benefit of Riverton 1.

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

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

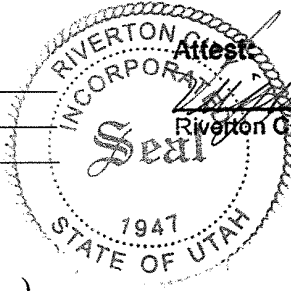
5. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

[Signature pages follow.]

AGENCY:

REDEVELOPMENT AGENCY OF RIVERTON CITY,
a subdivision of the State of Utah

By: [Signature]
Name: Trent Stagg
Its: Mayor



Attest: [Signature]
Riverton City Recorder

Approved as to Legal Form:

[Signature]
Riverton City Attorney

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

On September 30, 2019 before me, Joy Suzanne Johnson,
a Notary Public, personally appeared Trent Stagg, Mayor,
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

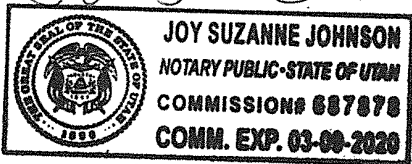


Exhibit A

Legal Description of the Property

Beginning at a point on the northerly right-of-way line of 13400 South Street, said point also being South 89°33'36" East 462.35 feet, along the section line, and North 00°26'24" East 57.35 feet from the South Quarter Corner of Section 31, Township 3 South, Range 1 West Salt Lake Base and Meridian and running thence northwesterly 28.99 feet along the arc of a 30.00 foot radius curve to the right, through a central angle of 55°21'34", (chord bears North 27°10'51" West); thence North 00°29'56" East 161.88 feet; thence North 03°25'00" West 43.93 feet; thence North 00°29'56" East 261.30 feet; thence northerly 70.49 feet along the arc of a 195.00 foot radius curve to the left, through a central angle of 20°42'40", (chord bears North 09°51'24" West 70.10 feet); thence North 20°12'44" West 489.99 feet; thence North 19°41'10" West 46.06 feet; thence northerly 53.93 feet along the arc of a 153.00 foot radius curve to the right, through a central angle of 20°11'45", (chord bears North 09°35'17" West 53.65 feet); thence North 00°30'35" East 90.73 feet; thence northeasterly 24.18 feet along the arc of a 29.50 foot radius curve to the right, through a central angle of 46°57'13", (chord bears North 23°59'12" East 23.50 feet) to the proposed south line of 13200 South Street; thence, along said south line, South 89°25'15" East 284.58 feet to the west line of Welby Canal as described in that certain document named Welby Jacobs Water Users Company Notice of Interest in Canal Property Easement, recorded November 1, 1999 as Entry No. 7502870 in Book 8320 at Page 1076 in the office of the Salt Lake County Recorder, thence, along said west line, the following eight (8) courses: (1) South 00°09'20" West 89.96 feet, (2) South 06°57'17" East 97.74 feet, (3) South 14°24'02" East 50.07 feet, (4) South 21°50'47" East 51.77 feet, (5) South 27°53'35" East 97.81 feet, (6) South 22°37'38" East 94.43 feet, (7) South 12°49'34" East 295.98 feet, (8) South 11°12'04" East 493.08 feet to the aforesaid northerly right-of-way line of 13400 South Street; thence, along said northerly right-of-way line, the following two (2) courses: (1) North 89°33'36" West 349.32 feet, (2) North 88°17'31" West 15.10 feet to the Point of Beginning.

Parcel ID: 27-31-451-001
27-31-451-002
27-31-451-004