

13662270
5/13/2021 2:55:00 PM \$40.00
Book - 11173 Pg - 9392-9417
RASHELLE HOBBS
Recorder, Salt Lake County, UT
METRO NATIONAL TITLE
BY: eCASH, DEPUTY - EF 26 P.

This document was prepared by:

Arnold A. Ressin
Polsinelli PC
900 W. 48th Place, Suite 900
Kansas City, Missouri 64112

**and after recording should
be returned to:**

Polsinelli PC
900 W. 48th Place, Suite 900
Kansas City, Missouri 64112
Attn: Arnold A. Ressin

Loan No. 10093452

(space above reserved for Recorder's use)

ASSUMPTION AGREEMENT

Dated May 13, 2021

By and Among

ST MALL OWNER, LLC
Original Borrower

SOUTH TOWN OWNER PR, LLC
New Borrower

PACIFIC RETAIL CAPITAL PARTNERS, LLC
New Guarantor

And

**DEUTSCHE BANK TRUST COMPANY OF AMERICAS, AS TRUSTEE FOR THE
REGISTERED HOLDERS OF CITIGROUP COMMERCIAL MORTGAGE
SECURITIES INC., COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES,
SERIES 2014-FL2**
Lender

ASSUMPTION AGREEMENT

THIS ASSUMPTION AGREEMENT (“Agreement”) is made as of the 13th day of May, 2021 (the **“Effective Date”**), by and among **SOUTH TOWN OWNER PR, LLC**, a Delaware limited liability company (**“New Borrower”**), whose address is c/o Pacific Retail Capital Partners, 100 North Pacific Coast Highway, Suite 1925, El Segundo, California 90245; **ST MALL OWNER, LLC**, a Delaware limited liability company (**“Original Borrower”**), whose address is c/o Pacific Retail Capital Partners, 100 North Pacific Coast Highway, Suite 1925, El Segundo, California 90245; **DEUTSCHE BANK TRUST COMPANY OF AMERICAS, AS TRUSTEE FOR THE REGISTERED HOLDERS OF CITIGROUP COMMERCIAL MORTGAGE SECURITIES INC., COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2014-FL2 (“Lender”)**, whose address is c/o KeyBank National Association, 8117 Preston Road, Suite 400, Dallas, Texas 75225; and **PACIFIC RETAIL CAPITAL PARTNERS, LLC**, whose address is c/o Pacific Retail Capital Partners, 100 North Pacific Coast Highway, Suite 1925, El Segundo, California 90245 (hereinafter **“New Guarantor”**; and collectively New Borrower, Original Borrower, and New Guarantor, are the **“Borrower Parties,”** and collectively, the Borrower Parties and Lender are the **“Parties”**).

RECITALS:

A. Original Borrower borrowed from Cantor Commercial Real Estate Lending, L.P., a Delaware limited partnership (**“Original Lender”**), the principal sum of \$166,999,900 (the **“Loan”**) for the financing of certain property located in Salt Lake County, Utah, legally described on **Exhibit A** attached hereto and by this reference made a part hereof (such real estate, together with all improvements thereon and personal property associated therewith, is hereinafter collectively called the **“Property”**). Lender is the current owner and holder of all right, title and interest in the Loan and the Loan Documents (as hereinafter defined).

B. As security for the Loan, Original Borrower executed and delivered to Original Lender a Deed of Trust, Security Agreement, Assignment of Leases and Fixture Filing dated October 31, 2014, and recorded in the real estate records of Salt Lake County, Utah, on November 3, 2014, in in Book 10283 at Page 510 (**“Security Instrument”**). The Security Instrument, the Promissory Note dated October 31, 2014, evidencing the Loan (**“Note”**), the Guaranty of Recourse Obligations (Unsecured) (the **“Original Guaranty”**) executed by The Goldman Sachs Group, Inc. (**“Original Guarantor”**), the Environmental Indemnity Agreement (**“Indemnity”**) executed by Original Borrower, and all other documents and instruments evidencing and/or securing the Note which have been executed on or before the Effective Date by Original Borrower or others in connection with or related to the Loan, including this Agreement, any assignments of leases and rents, other assignments, security agreements, financing statements, guaranties, indemnity agreements, cash management agreements, letters of credit, escrow agreements or escrow/holdback arrangements, together with all amendments, modifications, substitutions or replacements thereof, are sometimes herein collectively referred to as the **“Loan Documents.”** The Loan Documents are hereby incorporated by this reference as if fully set forth in this Agreement.

C. Lender and KeyBank National Association (“**KeyBank**”) entered into a certain Pooling and Servicing Agreement pursuant to which Lender, among other things, authorized KeyBank to act on Lender’s behalf and as Lender’s agent with respect to the subject matter hereof.

D. The Note matured by its terms on November 9, 2019 and the matured indebtedness has not been paid in full. Accordingly, the Loan is in default (the “**Maturity Default**”). The Maturity Default remains uncured and the Loan is currently fully due and payable.

E. Original Borrower desires to transfer all of its right, title and interest in and to the Property to New Borrower. Pursuant to Section 5.2.10(f) of the Loan Agreement, Original Borrower has requested that Lender consent to such transfer and permit New Borrower to assume the Loan. Subject to the terms and conditions of this Agreement, Lender is willing to consent to the transfer of the Property to New Borrower, the assumption of the Loan by New Borrower and the substitution of New Guarantor as the “Guarantor” under the Loan Documents.

Agreement

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assumption.

(a) New Borrower hereby (i) assumes and agrees to pay the unpaid balance due and owing under the Loan Documents, together with interest thereon, all in accordance with the terms of the Loan Documents, and (ii) agrees to perform all of the other obligations of Original Borrower under the Note, Security Instrument and other Loan Documents and be bound by, comply with and perform each and every other covenant, condition, agreement, representation, warranty, waiver, consent, acknowledgment and obligation of Original Borrower under the Loan Documents with the same force and effect as if New Borrower itself had executed and delivered each and every Loan Document. New Borrower shall henceforth be deemed to be the “Mortgagor,” “Assignor,” “Trustor,” “Grantor,” “Indemnitor” and/or “Borrower” under each of the Loan Documents. Without limiting the generality of the foregoing, New Borrower’s assumption includes the assumption of all obligations, liabilities, and waivers of Original Borrower set forth in the Note. The foregoing assumption by New Borrower is absolute and unconditional, except as otherwise expressly set forth herein.

(b) New Guarantor hereby agrees to perform all of the obligations under that certain Guaranty of Recourse Obligation (Unsecured) dated as of the Effective Date executed by New Guarantor in favor of Lender (the “**New Guaranty**”) and to be bound by, comply with and perform each and every covenant, condition, agreement, representation, warranty, waiver, consent, acknowledgment and obligation under the New Guaranty. New Guarantor shall henceforth be deemed to be the “Guarantor” under each of the Loan Documents.

2. Consent. Effective upon the satisfaction of, and subject to, all the terms and conditions set forth in this Agreement, Lender consents to: (a) the conveyance by Original

Borrower to New Borrower of all of Original Borrower's rights, title, and interest in and to the Property; (b) the assumption by New Borrower of all of Original Borrower's obligations and liabilities under the Loan Documents upon the terms and conditions set forth herein; and (c) the substitution of Original Guarantor with New Guarantor upon New Guarantor's execution of the New Guaranty effective as of the Effective Date.

3. Release of Original Borrower. Effective upon the recordation of this Agreement, Original Borrower shall be released from liability under the Note and all Loan Documents as to acts, events or omissions occurring or obligations arising after the Effective Date; *provided, however,* such release shall not apply to any acts, events or omissions which occurred prior to the Effective Date, whether or not the effects of or damages from such acts, events or omissions are apparent or ascertainable as of the Effective Date.

4. Liability of Original Guarantor; Original Guarantor Consent. The Parties acknowledge and agree the Original Guarantor shall remain liable under the Original Guaranty as to any acts, events or omissions which occurred prior to the Effective Date, whether or not the effects of or damages from such acts, events or omissions are apparent or ascertainable as of the Effective Date, and Lender's acceptance the substitution of Original Guarantor with New Guarantor upon New Guarantor's execution of the New Guaranty shall not limited reduce or modify Original Guarantor's liability under the Original Guaranty. Lender hereby acknowledges and agrees that Original Guarantor will incur no further liability under the Original Guaranty from and after the Effective Date and that upon the Effective Date the Original Guaranty shall be deemed terminated as to any acts, events or omissions which may occur following the Effective Date.

5. Ratification, Estoppel and Release.

(a) New Borrower hereby ratifies and reaffirms (i) each grant, pledge, assignment and conveyance to Lender of, and New Borrower grants, pledges, assigns and conveys to Lender a lien on, pledge of, and security interest in, the Property pursuant to the terms of the Security Instrument, including all rights, interests and property hereafter acquired, and all products and proceeds thereof and additions and accessions thereto, and (ii) that as of the Effective Date, all of the terms, representations, warranties, covenants and provisions of the Loan Documents remain in full force and effect, without modification, except as necessary to implement the terms and provisions of this Agreement, the terms of that certain Modification Agreement by and among New Borrower and Lender and the terms of that certain Modification and Extension Agreement by and among New Borrower, New Guarantor and Lender (the "**Modification**"), all dated as of the Effective Date.

(b) Except as related to the Maturity Default, Original Borrower ratifies and reaffirms that as of the Effective Date, all of the terms, representations, warranties, covenants and provisions of the Loan Documents remain in full force and effect, and are true and correct with respect to Original Borrower, without modification, except as necessary to implement the terms and provisions of this Agreement and the Modification.

(c) Lender hereby certifies to Borrower that, to the "actual knowledge of Lender" as of the Effective Date, Lender is not aware of the existence of any Events of Defaults

under the Loan Documents other than the Maturity Default. For purposes of this Section, the "actual knowledge of Lender" shall mean (i) the actual knowledge of Michael O'Hanlon, Vice President of KeyBank, without any independent inquiry or investigation. The "actual knowledge of Lender" shall not include knowledge imputed from other Lender Released Parties (as defined below) or other groups or employees of KeyBank. Lender reserves the right to declare any existing default or Event of Default which subsequently comes to the attention of Lender whether pertaining to a period prior to the Effective Date or on or after the Effective Date.

(d) The Parties acknowledge that as of the Effective Date, the outstanding principal amount of \$139,444,453.34 was justly owing on account of the Note and interest has been paid through May 14, 2021.

(e) Intentionally omitted.

(f) As of the Effective Date, Original Borrower and its past, present and future successors, assigns (and their respective successors and assigns, collectively, the "**Original Borrower Releasing Parties**") hereby:

(i) acknowledge, agree and affirm that none of them possesses any claims, defenses, offsets, rights of recoupment or counterclaims of any kind or nature against or with respect to the enforcement or administration of the Loan or the Loan Documents (including any aspect of the origination, administration or enforcement thereof), or any knowledge of any facts or circumstances that might give rise to or be the basis of any such claims, defenses, offsets, rights of recoupment or counterclaims;

(ii) remise, release, acquit and forever discharge Lender, and its predecessors in interest, affiliates, subsidiaries, participants or assigns, and all of their respective past, present, and future shareholders, members, directors, managers, officers, employees, attorneys, advisers, consultants, servicers, representatives or agents (collectively, the "**Lender Released Parties**") from any and all manner of debts, accounts, bonds, warranties, representations, covenants, promises, contracts, controversies, agreements, liabilities, obligations, expenses, damages, judgments, executions, actions, claims, demands and causes of action of any nature whatsoever, whether at law or in equity, whether known or unknown, that any of the Original Borrower Releasing Parties now have by reason of any act, omission, matter, cause or thing, from the beginning of the world to and including the date this Agreement is executed and delivered by all parties hereto, including matters arising out of or relating to the Loan and the Loan Documents, including the origination, funding, servicing or administration thereof and any other agreement or transaction between any of the Original Borrower Releasing Parties and any of the Lender Released Parties concerning the Loan (all of the foregoing released claims are sometimes referred to as the "**Original Borrower Released Claims**");

(iii) agree that it is the intention of each of the Original Borrower Releasing Parties that the foregoing release shall be effective with respect to all matters, past and present, known and unknown, suspected and unsuspected. Each of the Original Borrower Releasing Parties realizes and acknowledges that factual matters now unknown to it may have given or may hereafter give rise to losses, damages, liabilities, costs and expenses which are presently unknown, unanticipated and unsuspected, and the each of the Original Borrower

Releasing Parties further agrees that the waivers and releases in this Agreement have been negotiated and agreed upon in light of that realization and that each of the Original Borrower Releasing Parties nevertheless hereby intends to release, discharge and acquit the Lender Released Parties from any such unknown losses, damages, liabilities, costs and expenses;

(iv) agree, jointly and severally, to indemnify the Lender Released Parties for, hold the Lender Released Parties harmless from and against, and undertake the defense of the Lender Released Parties with respect to, all Original Borrower Released Claims that each of the Original Borrower Releasing Parties may assert with respect to any of the Original Borrower Released Claims, despite the existence of the releases granted by the Original Borrower Releasing Parties herein;

(v) acknowledge that Lender is specifically relying upon each of the Original Borrower Releasing Parties' acknowledgements and agreements in this Section in executing this Agreement, and that in the absence of such agreements Lender would be unwilling to agree to the modifications provided for in this Agreement; and

(vi) agree that all releases and discharges by each of the Original Borrower Releasing Parties in this Agreement shall have the same effect as if each released or discharged matter had been the subject of a legal proceeding, adjudicated to final judgment from which no appeal could be taken and therein dismissed with prejudice.

(g) As of the Effective Date, New Borrower, New Guarantor and its past, present and future successors, assigns (and their respective successors and assigns, collectively, the "**New Borrower Releasing Parties**") hereby:

(i) acknowledge, agree and affirm that none of them possesses any claims, defenses, offsets, rights of recoupment or counterclaims of any kind or nature against or with respect to the enforcement or administration of the Loan or the Loan Documents (including any aspect of the origination, administration or enforcement thereof), or any knowledge of any facts or circumstances that might give rise to or be the basis of any such claims, defenses, offsets, rights of recoupment or counterclaims;

(ii) remise, release, acquit and forever discharge the Lender Released Parties from any and all manner of debts, accounts, bonds, warranties, representations, covenants, promises, contracts, controversies, agreements, liabilities, obligations, expenses, damages, judgments, executions, actions, claims, demands and causes of action of any nature whatsoever, whether at law or in equity, whether known or unknown, that any of the New Borrower Releasing Parties now have by reason of any act, omission, matter, cause or thing, from the beginning of the world to and including the date this Agreement is executed and delivered by all parties hereto, including matters arising out of or relating to the Loan and the Loan Documents, including the origination, funding, servicing or administration thereof and any other agreement or transaction between any of the New Borrower Releasing Parties and any of the Lender Released Parties concerning the Loan (all of the foregoing released claims are sometimes referred to as the "**New Borrower Released Claims**");

(iii) agree that it is the intention of each of the New Borrower Releasing Parties that the foregoing release shall be effective with respect to all matters, past and present, known and unknown, suspected and unsuspected. Each of the New Borrower Releasing Parties realizes and acknowledges that factual matters now unknown to it may have given or may hereafter give rise to losses, damages, liabilities, costs and expenses which are presently unknown, unanticipated and unsuspected, and the each of the New Borrower Releasing Parties further agrees that the waivers and releases in this Agreement have been negotiated and agreed upon in light of that realization and that each of the New Borrower Releasing Parties nevertheless hereby intends to release, discharge and acquit the Lender Released Parties from any such unknown losses, damages, liabilities, costs and expenses;

(iv) agree, jointly and severally, to indemnify the Lender Released Parties for, hold the Lender Released Parties harmless from and against, and undertake the defense of the Lender Released Parties with respect to, all New Borrower Released Claims that each of the New Borrower Releasing Parties may assert with respect to any of the New Borrower Released Claims, despite the existence of the releases granted by the New Borrower Releasing Parties herein;

(v) acknowledge that Lender is specifically relying upon each of the New Borrower Releasing Parties' acknowledgements and agreements in this Section in executing this Agreement, and that in the absence of such agreements Lender would be unwilling to agree to the modifications provided for in this Agreement; and

(vi) agree that all releases and discharges by each of the New Borrower Releasing Parties in this Agreement shall have the same effect as if each released or discharged matter had been the subject of a legal proceeding, adjudicated to final judgment from which no appeal could be taken and therein dismissed with prejudice.

(h) Intentionally omitted.

(i) The Borrower Parties acknowledge and agree that all waivers, discharges and releases herein contained are a material inducement for Lender entering into this Agreement, and constitute an essential part of the consideration bargained for and received by Lender under this Agreement.

6. Covenants. New Borrower and New Guarantor hereby jointly and severally covenant to Lender that the Property will continue to be managed by the Manager pursuant to a new property management agreement approved by Lender and in accordance with the Loan Documents. New Borrower acknowledges and agrees that all property management fees and compensation payable to Manager are subordinate to Lender's rights under the Loan Documents, and, in connection therewith, New Borrower and Manager will deliver to Lender an Assignment and Subordination of Management Agreement dated as of the Effective Date and satisfactory to Lender in form and substance.

7. Representations and Warranties.

(a) The Borrower Parties each represent and warrant as to themselves that (i) it has full power, authority, legal right and capacity to execute, deliver and perform their

respective obligations under this Agreement and the other Loan Documents; (ii) the Loan Documents, including, without limitation, this Agreement, constitute valid, enforceable and binding obligations of such party; and (iii) as of the Effective Date, there are no counterclaims, defenses or offsets of any nature whatsoever to any of its respective obligations under the Loan Documents.

(b) Each of the Borrower Parties represents and warrants as to themselves that it (i) is duly organized, validly existing and in good standing under the laws of its state of organization; and (ii) is duly qualified to transact business and is in good standing in the State where the Property is located.

(c) New Borrower further represents and warrants that any funds used by New Borrower for its acquisition of the Property have been contributed as capital contributions and are not secured directly or indirectly by an interest in New Borrower or any other collateral that has been assigned to Lender under the Loan.

(d) Except for the Maturity Default, to its actual knowledge Original Borrower hereby represents and warrants to Lender, New Borrower and New Guarantor that, as of the Effective Date, no Default, Event of Default or default (as any of such terms may be defined in any of the Loan Documents), nor any event which, with the passage of time or the giving of notice (or both) would constitute a Default, Event of Default or default has occurred under any of the Loan Documents.

(e) New Guarantor further represents and warrants that the financial position of New Guarantor as of the Effective Date has not significantly deteriorated from the financial position of New Guarantor as reflected on financial statements previously provided to Lender.

8. Further Documents, Etc. New Borrower hereby agrees to execute and deliver to Lender, and authorize the filing and/or recording by Lender of, any and all further documents and instruments required by Lender to effectuate the transaction contemplated by this Agreement, to create, perfect and/or modify the liens and security interests granted to Lender under the Loan Documents and/or to give effect to the terms and provisions of this Agreement, including, without limitation, appropriate UCC financing statements or amendments. Without limiting the generality of the foregoing, on or before the Effective Date, Lender shall be furnished with the following: (i) certified copies of all documents relating to the organization and formation of New Borrower and New Guarantor, together with all appropriate original documentation evidencing New Borrower's and New Guarantor's capacity and good standing; (ii) appropriate documentation evidencing the qualification of the signers to execute this Agreement; (iii) such legal opinions as may be required by Lender; (iv) title endorsements to Lender's title insurance policy or a replacement Lender's title insurance policy providing the equivalent coverage; (v) evidence that all insurance required under the Loan Documents is current; (vi) all documentation relating to the management of the Property and the assignment and subordination of any management agreement to Lender; and (vii) evidence of payment of all fees, costs and expenses required by Section 9 hereof. All of the foregoing shall be in form and substance satisfactory to Lender in its sole discretion.

9. Costs and Expenses.

(a) Any and all fees, costs and expenses, including but not limited to attorneys' fees and the premium for endorsements to Lender's title insurance policy or a replacement Lender's title insurance policy, incurred by Lender in connection with the negotiation, preparation, filing and/or recording of this Agreement and all other documents and instruments executed pursuant to this Agreement and/or to create, perfect or modify the liens, security interests, assignments and/or pledges contemplated hereunder, shall be paid from funds in the Excess Cash Reserve Account (as such term is defined in the Loan Documents).

(b) As a material inducement for Lender to enter into this Agreement New Borrower is obligated to pay to Lender an assumption fee in the amount of \$1,394,444.53 (the "**Assumption Fee**"). Borrower acknowledges and agrees that the Assumption Fee is fully earned by Lender upon the execution of this Agreement and that the Assumption Fee will not be applied to the Debt. New Borrower further acknowledges and agrees that the Assumption Fee is reasonable and enforceable and waives any right it may have to contest the Assumption Fee. Upon the Effective Date, Lender shall cause funds in the Excess Cash Reserve Account to be used to pay Lender a portion of the Assumption Fee in the amount of \$697,222.27. The remaining portion of the Assumption Fee (the "**Deferred Assumption Fee**") shall be paid in twelve (12) equal installments (each a "**Deferred Assumption Fee Installment**") payable in accordance with Section 2.8.2(b) of the Loan Agreement (as amended by the Modification) commencing upon the Payment Date occurring in July 2021 and on each Payment Date thereafter until paid in full, provided, however, that the entire amount of any unpaid portion of the Deferred Assumption Fee will be due and payable in full upon the earlier to occur of (i) the occurrence of an Event of Default, or (ii) the date the Debt is paid in full.

10. No Reliance. New Borrower acknowledges that in consummation of this assumption, New Borrower has not relied on any representations by Lender regarding the Property, the title thereto or any other matter.

11. Miscellaneous.

(a) This Agreement shall be binding upon the parties hereto and their respective heirs, executors, personal and legal representatives, successors and assigns.

(b) Wherever Lender's judgment, consent or approval is required under this Agreement, or Lender shall have an option, election or right of determination under this Agreement that something is satisfactory or not ("**Decision Power**"), such Decision Power shall be exercised in the sole and absolute discretion of Lender unless otherwise expressly stated to be reasonably exercised.

(c) If any term, covenant or condition of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, the validity or enforceability of the remaining provisions shall not in any way be affected.

(d) This Agreement, and any provisions hereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of any Party, but only by an agreement in writing signed by the Party against

whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

(e) The following rules of construction are applicable for the purposes of this Agreement and all documents and instruments supplemental hereto unless the context clearly requires otherwise: All references herein to numbered or lettered Sections or to numbered or lettered Schedules or Exhibits are references to the Sections hereof and the Schedules and Exhibits annexed hereto or otherwise identified in connection herewith. The terms "include," "including," and similar terms shall be construed as if followed by the phrase "without being limited to." Words of masculine, feminine or neuter gender shall mean and include the correlative words of the other genders, and words importing the singular number shall mean and include the plural, and vice versa. The term "person," when used herein, means any natural person, corporation, general or limited partnership, limited liability company, association, joint venture, trust, estate, governmental authority or other legal entity, in each case whether in its own or a representative capacity. No inference in favor of or against any party hereto shall be drawn from the fact that such party has drafted any portion of this Agreement.

12. Governing Law. Section 10.3 of the Loan Agreement is hereby incorporated by reference.

13. Venue. THE LENDER AND THE BORROWER PARTIES EACH HEREBY CONSENT TO PERSONAL JURISDICTION IN THE STATE OF NEW YORK ("GOVERNING STATE"). JURISDICTION AND VENUE OF ANY ACTION BROUGHT TO ENFORCE THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR ANY ACTION RELATING TO THE LOAN OR THE RELATIONSHIPS CREATED BY OR UNDER THE LOAN DOCUMENTS ("ACTION") SHALL, AT THE ELECTION OF LENDER, BE IN (AND IF ANY ACTION IS ORIGINALLY BROUGHT IN ANOTHER VENUE, THE ACTION SHALL AT THE ELECTION OF LENDER BE TRANSFERRED TO) A STATE OR FEDERAL COURT OF APPROPRIATE JURISDICTION LOCATED IN THE GOVERNING STATE. THE LENDER AND THE BORROWER PARTIES EACH HEREBY CONSENT AND SUBMIT TO THE PERSONAL JURISDICTION OF THE STATE COURTS OF THE GOVERNING STATE AND OF FEDERAL COURTS LOCATED IN THE GOVERNING STATE IN CONNECTION WITH ANY ACTION AND HEREBY WAIVE ANY AND ALL PERSONAL RIGHTS UNDER THE LAWS OF ANY OTHER STATE TO OBJECT TO JURISDICTION WITHIN THE GOVERNING STATE FOR PURPOSES OF ANY ACTION. The Lender and the Borrower Parties each hereby waive and agree not to assert, as a defense to any Action or a motion to transfer venue of any Action, (i) any claim that it is not subject to such jurisdiction; (ii) any claim that any Action may not be brought against it or is not maintainable in those courts or that this Agreement may not be enforced in or by those courts, or that it is exempt or immune from execution; (iii) that the Action is brought in an inconvenient forum; or (iv) that the venue for the Action is in any way improper.

14. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

15. No Impairment. All of the Property described in the Security Instrument and the other Loan Documents shall remain in all respects subject to the lien, charge and encumbrance of the Security Instrument and the other Loan Documents. Nothing in this Agreement shall be deemed to or shall in any manner prejudice or impair any of the Loan Documents or any security granted or held by Lender for the Loan or the original priority of the Security Instrument or any of the other Loan Documents. This Agreement shall not be deemed to be nor shall it constitute any alteration, waiver, annulment or variation of the lien and encumbrance of the Security Instrument or any of the other Loan Documents or the terms and conditions of or any rights, powers or remedies under such documents, except as expressly set forth herein.

16. Notice. Any notice required or permitted to be given under this Agreement or under any of the other Loan Documents must be in writing and given (a) by depositing the same in the United States mail, addressed to the Party to be notified, postage prepaid and registered or certified with return receipt requested; (b) by delivering the same in person to such Party; (c) by transmitting a PDF attachment to an e-mail sent to the correct e-mail address of the intended recipient; or (d) by depositing the same into the custody of a nationally recognized overnight delivery service addressed to the Party to be notified. In the event of mailing, notices shall be deemed effective three (3) days after posting; in the event of overnight delivery, notices shall be deemed effective on the next business day following deposit with the delivery service; and in the event of personal service or e-mail transmissions, notices shall be deemed effective when delivered. For purposes of notice, the addresses of the Parties shall be as follows, and the Loan Documents are hereby amended to include the addresses set forth below:

Original Borrower: ST Mall Owner, LLC
c/o Goldman Sachs & Co.
2001 Ross Avenue
Dallas, Texas 75201
Attention: Caroline Moore
Email: caroline.moore@gs.com

With a copy of any notice
to Original Borrower to: ST Mall Owner, LLC
c/o Goldman Sachs & Co.
200 West Street
New York, New York 10282
Attention: Dirk Degenaars
Email: dirk.degenaars@gs.com

And: Sullivan & Cromwell LLP
125 Broad Street
New York, New York 10004
Attention: Anthony J. Colletta, Esq.
Email: collettaa@sullcrom.com

Original Guarantor: Goldman Sachs Group, Inc.
c/o Goldman Sachs & Co.
2001 Ross Avenue

Dallas, Texas 75201
Attention: Caroline Moore
Email: caroline.moore@gs.com

New Borrower:

South Town Owner PR, LLC
c/o Cannae Portfolio Advisors, LLC
2 American Lane
Greenwich, Connecticut 06831
Attention: Andy Schofield
Email: aschofield@cannaellc.com

With a copy of any notice
to New Borrower to:

South Town Owner PR, LLC
c/o Cannae Portfolio Advisors, LLC
2 American Lane
Greenwich, Connecticut 06831
Attention: Ophir Barone
Email: obarone@paloma.com

And:

South Town Owner PR, LLC
c/o Paloma Partners
2 American Lane
Greenwich, Connecticut 06831
Attention: Doug Ambrose
Email: dambrose@paloma.com

And:

Hogan Lovells US LLP
1601 Wewatta St., Ste 900
Denver, Colorado 80202
Attention: Lea Ann Fowler
Email: leaann.fowler@hoganlovells.com

And:

South Town Owner PR, LLC
c/o Pacific Retail Capital Partners, LLC
100 North Pacific Coast Highway, Suite 1925
El Segundo, California 90245
Attention: Steve Plenge
Email: splenge@pacificretail.com

And:

Goodwin Procter LLP
601 S. Figueroa Street, 41st Floor
Los Angeles, California 90017
Attention: Alex P. Jacobs, Esq.
Email: ajacobs@goodwinlaw.com

Lender:

Deutsche Bank Trust Company of Americas,

as Trustee for the Registered Holders of
Citigroup Commercial Mortgage Securities
Inc., Commercial Mortgage Pass-Through
Certificates Series 2014-FL2
c/o KeyBank National Association
8117 Preston Road, Suite 400
Dallas, Texas 75225
Email: keybank_notices@keybank.com

With a copy of any notice
to Lender to:

John T. Duncan III, Esq.
Polsinelli PC
2950 N. Harwood St., Suite 2100
Dallas, Texas 75201
Email: jduncan@polsinelli.com

New Guarantor:

Pacific Retail Capital Partners, LLC
c/o Pacific Retail Capital Partners
100 North Pacific Coast Highway, Suite 1925
El Segundo, California 90245
Attention: Steve Plenge
Email: splenge@pacificretail.com

With a copy of any notice
to New Guarantor to:

Goodwin Procter LLP
601 S. Figueroa Street, 41st Floor
Los Angeles, California 90017
Attention: Alex P. Jacobs, Esq.
Email: ajacobs@goodwinlaw.com

17. **WAIVER OF TRIAL BY JURY. THE PARTIES EACH HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT, THE SECURITY INSTRUMENT, THE NOTE OR THE OTHER LOAN DOCUMENTS, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY THE PARTIES, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH RIGHT TO TRIAL BY JURY WOULD OTHERWISE ACCRUE. THE PARTIES EACH ARE HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY EACH OTHER.**

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Original Borrower:

ST Mall Owner, LLC,
a Delaware limited liability company

By: ST Mall Mezzco, LLC,
a Delaware limited liability company,
its sole equity member

By: GS Pacific ST LLC,
a Delaware limited liability company,
its sole equity member

By: Broad Street Principal Investments, L.L.C., a
Delaware limited liability company,
its investor member

By: _____
Name: Alan S. Kava
Title: Vice President

ACKNOWLEDGMENT

State of NEW YORK)
County of NEW YORK)

On May 6, 2021, before me, CARMEN CUEVAS, Notary Public, personally appeared ALAN KAVA who proved to me on the basis of satisfactory evidence to be the person(s) whose 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 NEW YORK that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Carmen B Cuevas
(Signature)

Carmen B. Cuevas
Notary Public, State of New York
NO 01CU6153189
Qualified in New York County
Certificate Filed in New York
Commission Expires September 25, 2022



Signature Page to Assumption Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

New Borrower:

SOUTH TOWN OWNER PR, LLC,
a Delaware limited liability company

By: 
Name: Steven M. Plenge
Title: Authorized Signatory

STATE OF _____)
) ss.
COUNTY OF _____)

Notary Public
**SEE ATTACHED
NOTARIAL CERTIFICATE**
5/2/201

On this _____, 20____, before me appeared _____
to me personally known, who, being by me duly sworn (or affirmed) did say that he is the
_____ of _____, a/an _____, and
acknowledged said instrument to be the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public in and for Said County and State

(Type, print or stamp the Notary's name below his or her signature.)

My Commission Expires:

CALIFORNIA NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
 COUNTY OF SANTA BARBARA

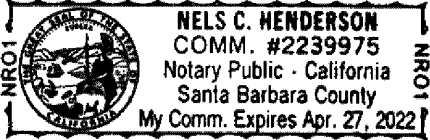
On May 7, 2021 before me, **Nels C. Henderson, Notary Public**, personally appeared
Steven M. Plenge

who proved to me on the basis of satisfactory evidence to be the person(s) whose 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 *Nels C. Henderson*



[SEAL]

Description of Attached Document (Optional)	Method of Signer Identification
<p>The preceding Certificate of Acknowledgement is attached to a document titled/for the purpose of: <u>Assumption Agreement</u></p> <p>Containing _____ pages, and dated <u>5/7/2021</u></p> <p>The signer(s) capacity or authority is/are as:</p> <p><input checked="" type="checkbox"/> Individual(s) <input type="checkbox"/> Attorney-in-Fact <input type="checkbox"/> Corporate Officer(s): _____ <input type="checkbox"/> Guardian/Conservator <input type="checkbox"/> Partner - Limited/General <input type="checkbox"/> Trustee(s) Representing: _____</p>	<p>Proved to me on the basis of satisfactory evidence:</p> <p><input checked="" type="checkbox"/> Form(s) of Identification <input type="checkbox"/> Credible Witness(es)</p> <p>Notarial Event is detailed in notary journal on: Page # <u>99</u> Entry # <u>2</u></p> <p>Notarized by: Nels C. Henderson, Notary Public Santa Barbara Mobile Notary http://www.sbmobilenotary.com (805) 335-8360</p>

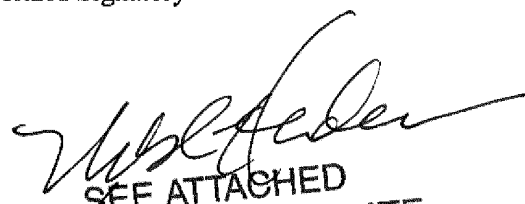
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

New Guarantor:

PACIFIC RETAIL CAPITAL PARTNERS LLC,
a Delaware limited liability company

By: 
Name: Steven M. Plenge
Title: Authorized Signatory

STATE OF _____)
) ss.
COUNTY OF _____)


SEE ATTACHED
NOTARIAL CERTIFICATE
5/7/2011

On this _____, 20____, before me appeared _____
to me personally known, who, being by me duly sworn (or affirmed) did say that he is the
_____ of _____, a/an _____, and
acknowledged said instrument to be the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and
year last above written.

Notary Public in and for Said County and State

(Type, print or stamp the Notary's name below
his or her signature.)

My Commission Expires:

CALIFORNIA NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
 COUNTY OF SANTA BARBARA

On May 7, 2021 before me, **Nels C. Henderson, Notary Public**, personally appeared

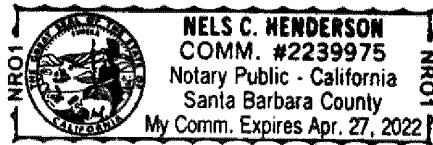
Steven M. Plenge

who proved to me on the basis of satisfactory evidence to be the person(s) whose 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 *Nels C. Henderson*



[SEAL]

Description of Attached Document (Optional)	Method of Signer Identification
<p>The preceding Certificate of Acknowledgement is attached to a document titled/for the purpose of:</p> <p style="font-size: 1.2em; font-family: cursive; text-align: center;"><u>Assumption Agreement</u></p> <p>Containing _____ pages, and dated <u>5/7/2021</u></p> <p>The signer(s) capacity or authority is/are as:</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Individual(s) <input type="checkbox"/> Attorney-in-Fact <input type="checkbox"/> Corporate Officer(s): _____ <input type="checkbox"/> Guardian/Conservator <input type="checkbox"/> Partner - Limited/General <input type="checkbox"/> Trustee(s) <p>Representing: _____</p>	<p>Proved to me on the basis of satisfactory evidence:</p> <p><input checked="" type="checkbox"/> Form(s) of Identification <input type="checkbox"/> Credible Witness(es)</p> <p>Notarial Event is detailed in notary journal on:</p> <p>Page # <u>99</u> Entry # <u>2</u></p> <p>Notarized by:</p> <p>Nels C. Henderson, Notary Public Santa Barbara Mobile Notary http://www.sbmobilenotary.com (805) 335-8360</p>

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Lender:

DEUTSCHE BANK TRUST COMPANY OF AMERICAS, AS TRUSTEE FOR THE REGISTERED HOLDERS OF CITIGROUP COMMERCIAL MORTGAGE SECURITIES INC. COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2014-FL2

By: KeyBank National Association,
a national banking association,
as Authorized Agent

By: [Signature]
Name: Michael O'Hanlon
Title: _____

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

On this 12 day of May, 2021 before me, the undersigned notary public, personally appeared Michael O'Hanlon, the Vice President of KeyBank National Association, a national banking association, the authorized agent for Deutsche Bank Trust Company of Americas, as Trustee for the Registered Holders of Citigroup Commercial Mortgage Securities Inc. Commercial Mortgage Pass-Through Certificates, Series 2014-FL2, known to me to be the person who executed the document on behalf of Deutsche Bank Trust Company of Americas, as Trustee for the Registered Holders of Citigroup Commercial Mortgage Securities Inc. Commercial Mortgage Pass-Through Certificates, Series 2014-FL2 and acknowledged to me that s/he executed the same for the purposes therein stated.

[Signature]
Notary Public in and for Said County and State
William R. Cashion IV
(Type, print or stamp the Notary's name below his or her signature)

My Commission Expires:
6/26/2024

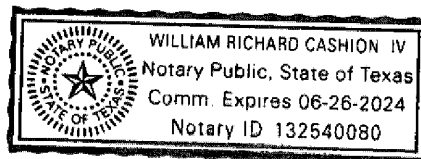


EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

Lot 1, AMENDED LOT 1, SOUTH TOWNE CENTER MALL SUBDIVISION, part of the Northeast quarter of Section 13, Township 3 South, Range 1 West, and part of the Northwest quarter of Section 18, Township 3 South, Range 1 East, Salt Lake Base and Meridian, according to the Official Plat thereof recorded August 15, 2005 as Entry No. 9461246 in Book 2005P at Page 250 in the Official Records of Salt Lake County.

Less and Excepting from Parcel 1:

Those parcels of land as set forth in that certain Final Judgment of Condemnation in favor of Utah Department of Transportation for street widening and related purposes as recorded August 27, 2008 as Entry No. 10508774 in Book 9638 at Page 3207 in the Official Records of Salt Lake County and also that certain Final Judgment of Condemnation in favor of Utah Department of Transportation for street widening and related purposes as recorded December 11, 2008 as Entry No. 10577204 in Book 9664 at Page 4033 in the Official Records of Salt Lake County.

Also Less and Excepting from Parcel 1:

Those parcels of land as set forth in that certain Final Judgment of Condemnation in favor of Utah Department of Transportation for street widening and related purposes as recorded December 11, 2008 as Entry No. 10577205 in Book 9664 at Page 4058 in the Official Records of Salt Lake County.

The following is shown for information purposes only: Tax Parcel No. 27-13-227-016-4001 and 27-13-227-016-4002

PARCEL 2:

Lot 2 of the South Towne Center Mall Subdivision being a part of the Northeast quarter of Section 13, Township 3 South, Range 1 West and part of the Northwest quarter of Section 18, Township 3 South, Range 1 East, Salt Lake Base and Meridian, according to the Official Plat thereof recorded May 14, 1997 as Entry No. 6644162 in Book 97-5P at Page 152 in the Official Records of Salt Lake County.

Being more particularly described as follows:

A parcel of land in the Northeast quarter of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian, being even more particularly described as follows:

BEGINNING at a point 926.18 feet West and 700.84 feet South from the Northeast corner of said Section 13 (Basis bearing being South 00°01'50" East along the State Street Monument line between the monuments opposite the Northeast corner and the East quarter corner of said Section 13), said point being on a 315.48 foot radius curve to the right (Radius point bears North 76°12'01" West) and running thence Southwesterly 6.61 feet along the arc of said curve through a central angle of 01°12'01" to a point of tangency; thence South 15°00'00" West 113.39 feet; thence South 83°05'00" East 19.20 feet to a point on a 147.50 foot radius curve to the left (radius point bears South 83°05'00" East); thence Southerly 17.73 feet along the arc of said curve through a central angle of 06°53'25" to a point of

tangency; thence South 00°01'35" West 184.00 feet; thence South 89°59'52" West 263.49 feet; thence North 00°01'35" East 10.50 feet to the point of curvature with a 49.50 foot radius curve to the right; thence Northeasterly 35.99 feet along the arc of said curve through a central angle of 41°39'23" to a point of reverse curvature with a 50.50 foot radius curve to the left; thence Northeasterly 36.72 feet along the arc of said curve through a central angle of 41°39'23" to a point of tangency; thence North 00°01'35" East 128.85 feet to the point of curvature with a 14.50 foot radius curve to the right; thence Northeasterly 22.78 feet along the arc of said curve through a central angle 90°00'00" to a point of tangency; thence South 89°58'25" East 103.56 feet to the point of curvature with a 75.50 foot radius curve to the left; thence Northeasterly 69.60 feet along the arc of said curve through a central angle of 52°48'57" to a point of tangency; thence North 37°12'38" East 32.85 feet; thence North 15°00'00" East 56.14 feet; thence South 75°00'00" East 39.93 feet to the point of Beginning.

The following is shown for information purposes only: Tax Parcel No. 27-13-227-012

PARCEL 3:

Perpetual easements for parking and access created by that certain General Warranty Deed dated October 19, 1993 by and between South Towne Investors Limited Partnership, an Illinois Limited Partnership (Grantor) and Mervyn's, a California Corporation (Grantee) recorded October 21, 1993 as Entry No. 5634888 in Book 6781 at Page 764 of Official Records.

Being more particularly described as follows:

A parcel of land in the Northeast quarter of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian; being more particularly described as follows:

Beginning at a point 1506.28 feet West and 627.79 feet South from the Northeast corner of said Section 13 (Basis of bearing being South 00°01'50" East along the State Street Monument Line between the monuments opposite the Northeast corner and the East quarter corner of said Section 13); said point being on the Northerly line of the South Towne Mall Ring Road at a point on a 758.00 foot radius curve to the right (Radius point bears South 38°01'35" East); and running thence Northeasterly 215.26 feet along the arc of said curve through a central angle of 16°16'15" (Chord bears North 60°06'32" East 214.53 feet); thence North 10.75 feet to the Southerly line of the future Sandy Boulevard Right of Way, said point being on a 768.00 foot radius curve to the right (Radius point bears South 21°27'29" East); thence Northeasterly 299.68 feet along the arc of said curve through a central angle of 22°21'25" (Chord bears North 79°43'14" East 297.78 feet); thence South 00°00'06" West 9.99 feet to said Northerly line of the South Towne Mall Ring Road, said point being on a 758.00 foot radius curve to the right (Radius point bears South 00°54'37" West); thence Southeasterly 300.10 feet along the arc of said curve through a central angle of 22°41'04" (Chord bears South 77°44'52" East 298.14 feet); thence South 15°51'56" West 509.94 feet; thence South 89°59' 52" West 63.92 feet to a point on Mervyn's Parcel 1; thence running along said parcel North 00°01'35" East 184.00 feet to the point of curvature with a 147.50 foot radius curve to the right; thence Northeasterly 17.73 feet along the arc of said curve through a central angle of 06°53'25"; thence North 83°05'00" West 19.20 feet; thence North 15°00'00" East 113.39 feet to a point of curvature with a 315.48 foot radius curve to the left; thence Northeasterly 6.61 feet along the arc of said curve through a central angle of 01°12'01"; thence North 75°00'00" West 39.93 feet; thence South 15°00'00" West 56.14 feet; thence South 37°12'38" West 32.85 feet to the point of curvature with a 75.50 foot radius curve to the right; thence Southwesterly 69.60 feet along

the arc of said curve through a central angle of 52°48'57" to a point of tangency; thence North 89°58'25" West 103.56 feet to a point of curvature with a 14.50 foot radius curve to the left; thence Southwesterly 22.78 feet along the arc of said curve through central angle of 90°00'00" to a point of tangency; thence South 00°01'35" West 128.85 feet to point of curvature with a 50.50 foot radius curve to the right; thence Southwesterly 36.72 feet along the arc of said curve through a central angle of 41°39'23" to a point of reverse curvature with a 49.50 foot radius curve to the left; thence Southwesterly 6.15 feet along the arc of said curve through a central angle of 07°07'19"; thence leaving said Mervyn's Parcel North 44°58'25" West 324.58 feet; thence North 45°01'35" East 29.75 feet; thence North 44°58'25" West 147.00 feet to the point of beginning.

PARCEL 4:

Lot 4, AMENDED LOT 1, SOUTH TOWNE CENTER MALL SUBDIVISION, part of the Northeast quarter of Section 13, Township 3 South, Range 1 West, and part of the Northwest quarter of Section 18, Township 3 South, Range 1 East, Salt Lake Base and Meridian, according to the official plat thereof recorded August 15, 2005 as Entry No. 9461246 In Book 2005P at Page 250 in the Official Records of Salt Lake County.

The following is shown for information purposes only: Tax Parcel No. 27-13-227-014

PARCEL 5:

Those non-exclusive easements created and described in that certain Grant of Reciprocal Easements, Declaration of Covenants running with the land and Development Agreement dated October 21, 1993 by and between Mervyn's, a California Corporation, and South Towne Investors Limited Partnership, an Illinois Limited Partnership, recorded in the Official Records of Salt Lake County, Utah, as Entry No. 5634889 In Book 6781 at Page 765 and as amended by that First Amendment to Grant of Reciprocal Easements, Declaration of Covenants running with the land and Development Agreement dated May 16, 1997 and recorded May 16, 1997 as Entry No. 6646767 In Book 7668 at Page 2882 and re-recorded May 30, 1997 as Entry No. 6657114 In Book 7679 at Page 787 of Official Records by and between Mervyn's, a California Corp., Macerich South Towne Limited Partnership, a California Limited Partnership, and Dillard USA, Inc., a Nevada Corporation (The "REA").

PARCEL 6:

Beginning at a point on the Westerly right of way line of State Street, which point is North 89°50'56" East 41.33 feet from the Northeast Corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian (Basis of bearing being South 00°01'50" East 2599.11 feet along the monument line of State Street between the monuments found marking the intersections of 10600 South and 10200 South Streets), said Northeast Corner of Section 13 being South 89°53'20" West 92.33 feet from the monument at the intersection of 10200 South and State Streets, and running thence South 00°01'50" East 583.24 feet along said line; thence South 00°50'43" East 70.31 feet along said line; thence South 00°01'50" East 53.16 feet along said line to the Northerly line of an access road and a point on a 25.00 foot radius curve to the right; thence running along said Northerly line for the next five courses, Southwesterly 21.60 feet along the arc of said curve through a central angle of 49°30'41" (chord bearing South 65°15'40" West 20.94 feet); thence North 89°59'00" West 192.15 feet to the point of tangency with a 306.00 foot radius curve to the left; thence Southwesterly 162.31 feet along the arc of said curve through a central angle of 30°23'31"; thence South 59°37'30" West 74.04 feet to the point of tangency with a 25.00

foot radius curve to the right; thence Northwesterly 37.15 feet along the arc of said curve through a central angle of 85°08'19" to a point of tangency with a 758.00 foot radius curve to the left and being the North line of the South Towne Mall Ring Road; thence Northwesterly 712.45 feet along the arc of said curve through a central angle of 53°51'11" along said line; thence North 00°00'36" East 1300.81 feet; thence South 89°57'20" East 519.88 feet; thence North 86°50'50" East 266.48 feet; thence South 89°59'01" East 280.57 feet to said West right of way line of State Street; thence South 00°07'35" East 847.85 feet along said line to the point of beginning.

The following is shown for informational purposes only: Tax ID No. 27-13-226-010, 27-12-476-031 & 27-12-476-032

LESS AND EXCEPTING FROM PARCEL 6 THE FOLLOWING: (The following being the Relocated Canal Strip):

Beginning at a point on the Westerly right of way line of State Street, which point is North 89°50'56" East 41.33 feet from the Northeast Corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian (Basis of bearing being South 00°01'50" East 2599.11 feet along the monument line of State Street between the monuments found marking the intersections of 10600 South and 10200 South Streets), said Northeast Corner of Section 13 being South 89°53'20" West 92.33 feet from the monument at the Intersection of 10200 South and State Streets, and running thence South 00°01'50" East 142.94 feet along said line; thence North 45°00'00" West 32.77 feet to a point on a 116.00 foot radius curve to the right; thence Southwesterly 38.99 feet along the arc of said curve through a central angle of 19°15'29" (chord bears South 39°19'27" West 38.81 feet); thence South 41°02'50" East 28.93 feet; thence South 50°28'54" West 7.88 feet to a point of curvature with a 102.00 foot radius curve to the left; thence Southwesterly 89.92 feet along the arc of said curve through a central angle of 50°30'43"; thence South 13°14'00" West 71.92 feet; thence South 00°01'50" East 190.71 feet to a point of curvature with a 17.00 foot radius curve to the left; thence Southeasterly 18.24 feet along the arc of said curve through a central angle of 61°29'08"; thence South 61°30'58" East 67.84 feet; thence North 00°01'50" West 308.03 feet to a point of curvature with a 50.00 foot radius curve to the right; thence Northeasterly 44.08 feet along the arc of said curve through a central angle of 50°30'43"; thence North 50°28'54" East 2.33 feet to said Westerly right of way line of State Street; thence South 00°01'50" East 367.99 feet along said line; thence South 00°50'43" East 66.61 feet along said line; thence North 61°30'58" West 86.65 feet to a point on a 25.00 foot radius curve to the right; thence Southwesterly 36.21 feet along the arc of said curve through a central angle of 82°58'40" (chord bears South 48°31'41" West 33.12 feet); thence North 89°59'14" West 63.53 feet; thence North 00°01'50" West 590.56 feet; thence North 89°52'57" East 89.62 feet; thence North 00°07'35" West 469.81 feet to a point of curvature with a 113.00 foot radius curve to the right; thence Northeasterly 89.42 feet along the arc of said curve through a central angle of 45°20'24"; thence North 45°12'48" East 56.83 feet to said Westerly right of way; thence South 00°07'35" East 550.60 feet to the point of beginning.

ALSO LESS AND EXCEPTING FROM PARCEL 6 that portion of subject property conveyed to Sandy City Corporation, a Utah municipal corporation by that certain Special Warranty Deed recorded May 18, 2001 as Entry No. 7900117 in Book 8458 at Page 7480 of Official Records, being a tract of land, lying in the Southeast Quarter of Section 12, Township 3 South, Range 1 West, Salt Lake Base and Meridian, said tract described as Lot 1, Marketplace Subdivision, said tract being further described as follows:

Commencing as the Southeast Corner of Section 12, Township 3 South, Range 1 West, Salt Lake Base and Meridian (Basis of Bearing being South 00°01'50" East 2599.11 feet along the monument line of State Street between the monuments found marking the intersections of 10600 South and 10200 South Streets), said Southeast Corner of Section 12 being South 89°53'20" West, 92.33 feet from the monument at the intersection of 10200 South and State Streets, thence North 89°50'56" East for 41.33 feet to a point on the Western right of way of State Street; thence North 00°07'35" West along said West right of way line for 847.85 feet; thence leaving said right of way North 89°59'01" West for 280.57 feet; thence South 86°50'50" West for 266.48 feet; thence North 89°57'20" West for 519.88 feet to a point on the East right of way line of Centennial Parkway; thence South 00°00'36" West along said East right of way line for 90.98 feet to the POINT OF BEGINNING; said point being a point on the arc of a 45.00 foot radius curve to the right whose center bears South 19°44'10" East; thence Easterly 16.18 feet along the arc of said curve through a central angle of 20°35'49"; thence South 89°08'21" East for 11.58 feet to the beginning of a 70.00 foot radius curve to the left; thence Northeasterly 30.93 feet along the arc of said curve through a central angle of 25°18'45"; thence North 65°32'54" East 58.01 feet; thence South 00°00'00" East for 585.21 feet to a point on the arc of a 33.00 foot radius curve to the right whose center bears North 43°21'20" West; thence Southwesterly 25.07 feet along the arc of said curve through a central angle of 43°31'06"; thence North 89°50'14" West for 72.06 feet to the beginning of a 45.00 foot radius curve to the right; thence Northwesterly 15.90 feet along the arc of said curve through a central angle of 20°14'42"; thence North 00°00'36" East for 558.44 feet to the POINT OF BEGINNING.

ALSO LESS AND EXCEPTING that portion of Parcel 6 contained within the NEFF'S GROVE AND 10080 SOUTH STREET DEDICATION PLAT recorded October 18, 2004 as Entry No. 9200501 In Book 2004P at Page 304 of Official Records.

ALSO LESS AND EXCEPTING FROM PARCEL 6, PARCEL NO. 0089:21B, PARCEL NO. 0089:13:21B:C AND PARCEL NO. 0089:21B:2C as shown in that certain Final Judgment of Condemnation in favor of the Utah Department of Transportation recorded December 11, 2008 as Entry No. 10577205 in Book 9664 at Page 4058 of Official Records, being more particularly described as follows:

Parcel No. 0089:21B

A parcel of land in fee for the widening and reconstruction of the existing highway State Route 89 known as Project No. SP-0089(88)313, being a part of an entire tract of property, situate in the NW1/4NW1/4 of Section 18, T.3S., R.1E., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning in the Westerly right of way of said existing highway State Route 89 at a point 41.33 feet N. 89°50'56" E. and 583.27 feet S. 00°01'50" E. along said Westerly right of way line and continuing along said Westerly right of way line 70.31 feet S. 00°50'43" E. from the Northeast Corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian, which said Northeast Corner is 92.33 feet S. 89°54'07" W. (S. 89°53'20" W. by record) from the monument at the intersection of 10200 South Street and State Street, said point of beginning is approximately 50.00 feet perpendicularly distant Westerly from the control line of said existing highway opposite engineer station 103+30.67, and running thence S. 00°01'50" E. 56.85 feet along said Westerly right of way line to the beginning of a 25.00 foot radius non-tangent curve to the right; thence Southeasterly 15.52 feet along the arc of said curve (Note: Chord to said curve bears S. 58°20'14" W. for a distance of 15.27 feet) to a point of non-tangency; thence N. 00°01'50" W. 71.92 feet to the Northerly

boundary line of said entire tract; thence S. 61°30'58" E. 14.79 feet along said Northerly boundary line to the point of beginning.

(NOTE: Rotate all bearings in the above description 00°14'33" clockwise to match highway bearings.)

Parcel No. 0089:13:21B:C

A parcel of land in fee for the widening and reconstruction of the existing highway State Route 89 known as Project No. SP-0089(88)313, being a part of an entire tract of property, situate in the NW1/4NW1/4 of Section 18, T.3S., R.1E., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at a point 41.33 N. 89°50'56" E. and 583.27 feet S. 00°01'50" E. along the Westerly right of way line of the existing highway State Route 89 and continuing along said Westerly right of way line 70.31 feet S. 00°50'43" E. and 14.73 feet N. 61°30'58" W. and 53.30 feet S. 00°01'50" E. from the Northeast Corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian, which said Northeast Corner is 92.33 feet S. 89°54'07" W. (S. 89°53'20" W. by record) from the monument at the intersection of 10200 South Street and State Street, said point of beginning is approximately 63.00 feet perpendicularly distant Westerly from the control line of said existing highway opposite engineer station 102+84.44, and running thence S. 00°01'50" E. 18.62 feet along a line parallel with and 63.00 feet perpendicularly distant Westerly from said control line to the Southerly boundary line of said entire tract at the beginning of a non-tangent 25.00 foot radius curve to the right; thence Southwesterly along said Southerly boundary line 6.06 feet along the arc of said curve (Note: Chord to said curve bears S. 83°04'01" W. for a distance of 6.05 feet) to a point of non-tangency, said point is 69.01 feet perpendicularly distant Westerly from said control line; thence N. 89°58'51" W. 26.06 feet along said Southerly boundary line to a point 95.06 feet perpendicularly distant Westerly from said control line; thence N. 00°04'58" E. 6.40 feet to a point 95.05 feet perpendicularly distant Westerly from said control line; thence S. 89°55'02" E. 11.00 feet to the beginning of a 23.50 foot radius curve to the left at a point 84.05 feet perpendicularly distant Westerly from said control line; thence Northeasterly 26.02 feet along the arc of said curve (Note: Chord to said curve bears N. 58°21'38" E. for a distance of 24.71 feet) to the point of beginning.

(NOTE: Rotate all bearings in the above description 00°14'33" clockwise to match highway bearings.)

Parcel No. 0089:21B:2C

A parcel of land in fee for the widening and reconstruction of the existing highway State Route 89 known as Project No. SP-0089(88)313, being a part of an entire tract of property, situate in the SW1/4SW1/4 of Section 7, T.3S., R.1E., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning in the Westerly right of way of said existing highway State Route 89 at a point 41.33 feet N. 89°50'56" E. and 790.97 feet N. 00°07'35" W. along said Westerly right of way line from the Southwest Corner of said Section 7, (Northeast Corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian by record), which said Southwest Corner of said Section 7 is 92.33 feet S. 89°54'01" W. (S. 89°53'20" W. by record) from a monument in the intersection of 10200 South Street and State Street, said point of beginning is approximately 51.00 feet perpendicularly distant Westerly from the control line of said highway opposite engineer station 117+71.61, and running thence N.

47°29'15" W. 18.41 feet to a point 64.54 feet perpendicularly distant Westerly from said control line opposite engineer station 117+84.08; thence N. 02°11'27" E. 9.34 feet to a point 64.16 feet perpendicularly distant Westerly from said control line opposite engineer station 117+93.41; thence N. 89°52'25" E. 13.16 feet to said Westerly right of way line at a point 51.00 feet perpendicularly distant Westerly from said control line opposite engineer station 117+93.41; thence S. 00°07'35" E. 21.80 feet along said right of way line parallel with said control line to the point of beginning.

(NOTE: Rotate all bearings in the above description 00°14'39" clockwise to match highway bearings.)

THE PROPERTY FIRST DESCRIBED ABOVE AS PARCEL 6 BEING TOGETHER WITH the benefits that are appurtenant thereto created in that certain No Barricade Agreement dated September 22, 1995 and recorded September 26, 1995 as Entry No. 6175088 in Book 7235 at Page 1011 of Official Records.

PARCEL 7:

A Right-of-Way and Easement for the purpose of access to and from the "Served Parcel" as reserved, set forth and defined under Paragraph (a) in that certain Special Warranty Deed [conveying relocated canal strip and reserving certain easements and rights] dated October 26, 1995 and recorded November 7, 1995 as Entry No. 6208148 in Book 7265 at Page 2716 of Official Records.

PARCEL 8:

An Easement for drainage and discharge of storm waters from the "Served Parcel" and an Easement for the installation, maintenance, use and replacement of a pipe, conduit or other mechanism to convey storm waters from the "Served Parcel" as reserved, set forth and defined in Paragraphs (a) and (b) in that certain Special Warranty Deed [conveying street and wetlands property and reserving certain easements and rights] dated February 5, 1996 and recorded February 9, 1996 as Entry No. 6277216 in Book 7327 at Page 1430 of Official Records.

PARCEL 9:

An Easement for Utility Facilities as set forth and defined under Paragraph (5.3) of that certain Declaration of Restrictions and Grant of Easements dated May 17, 2001 and recorded May 18, 2001 as Entry No. 7900119 in Book 8458 at Page 7489 of Official Records.