

This document prepared by and
 After recording return to:
 General Growth Properties, Inc.
 110 North Wacker Drive
 Chicago, Illinois 60606
 Attn: Katherine Hale Donnelly

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 5/17/2012 2:22:00 PM \$34.00
 Book - 10018 Pg - 1903-1913
 Gary W. Ott
 Recorder, Salt Lake County, UT
 MOUNTAIN VIEW TITLE & ESCROW
 BY: eCASH, DEPUTY - EF 11 P.

22-29-128-007
 22-29-128-002

**CONFIRMATION OF GROUND LEASE AND
 CORRECTION AND TERMINATION OF GROUND SUB-LEASE**
 (FORT UNION)

This Confirmation of Ground Lease and Correction and Termination of Ground Sub-Lease (this "**Agreement**") is executed as of May 15, 2012, by and among Fairfax Realty, Inc., a Utah corporation, GGPLP L.L.C., a Delaware limited liability company, PDC Community Centers L.L.C., a Delaware limited liability company, and GGP Fort Union II, LLC, a Delaware limited liability company.

RECITALS:

Description of Ground Lease:

A. WHEREAS, Ambrose M. Motta and Zelda Motta (together, the "**Original Ground Lessor**"), as lessors, and Cordova Village, as tenant, entered into an unrecorded Ground Lease dated July 26, 1974, which was subsequently amended, supplemented and explained by the following: (i) an unrecorded First Amendment to Lease, Release of Option, Right of First Refusal and Agreement to Subordinate dated March 5, 1979 between the Original Ground Lessor and Price Fort Union Company, a joint venture consisting of Keith Warshaw and Company, a Utah corporation, and Price Rentals, Inc., Utah corporation, as general partners, each with a 50% interest (such joint venture the successor-in-interest to Cordova Village), (ii) the transfer of Keith Warshaw and Company's 50% interest in said joint venture to Price Rentals, Inc. (which changed its name to Price Development Company, a Utah corporation), as referenced in an Affidavit by Paul K. Mendenhall dated November 22, 1985 recorded November 25, 1985 as Document No. 4167877, (iii) an Assignment and Assumption of Ground Lease dated January 16, 1994 from Price Fort Union II Company, Ltd. (which, according to the recorded document, was formerly known as Price Fort Union Company) to Price Development Company, Limited Partnership, a Maryland limited partnership, recorded as Document No. 5720028 in Book 6856, Page 2614, (iv) a Memorandum of Ground Lease dated June 27, 2003 between Nancy Martin, Trustee of the Zelda Motta Trust

(successor to the Original Ground Lessor) and Price Development Company, Limited Partnership, recorded July 9, 2003 in Book 8837, Page 2450, and (v) an Assignment and Assumption of Ground Lease dated June 30, 2003 between Price Development Company, Limited Partnership, and PDC Community Centers L.L.C., recorded in Book 8837, Page 2456 (as amended, supplemented and explained, the "Ground Lease");

B. WHEREAS, the legal description of the property leased pursuant to the Ground Lease is attached hereto as Exhibit A and made a part hereof;

Description of Ground Sub-Lease:

C. WHEREAS, Price Development Company, a Utah corporation, and Price Fort Union II Company, a Utah limited partnership, entered into a Ground Sub-Lease Agreement dated January 5, 1982 (the "Ground Sub-Lease"), a memorandum of which is dated January 5, 1982 and that was recorded March 22, 1985 in Book 5639, Page 338, with respect to a portion of the property that is the subject of the Ground Lease;

D. WHEREAS, Price Fort Union II Company, a Utah limited partnership, subsequently became known as Price Fort Union II Company, Ltd., a Utah limited partnership;

E. WHEREAS, By an Assignment and Assumption of Ground Lease dated January 16, 1994 between Price Fort Union II Company, Ltd., a Utah limited partnership, and Price Development Company, Limited Partnership, a Maryland limited partnership, recorded in Book 6856, Page 2614, Price Fort Union II Company, Ltd. attempted to assign to Price Development Company, Limited Partnership all of Price Fort Union II Company, Ltd.'s sub-tenant interest under the Ground Sub-Lease;

F. WHEREAS, a question has arisen regarding the effectiveness of the transfer pursuant to the instrument referred to in Recital E above;

G. WHEREAS, by an Assignment and Assumption of Ground Lease dated January 16, 1994 between Price Development Company, a Utah corporation, and Price Development Company, Limited Partnership, a Maryland limited partnership, recorded in Book 6856, Page 2629, Price Development Company assigned to Price Development Company, Limited Partnership all of Price Development Company's sub-landlord interest under the

H. WHEREAS, per an unrecorded Assignment and Assumption of Leases and Service Contracts dated June 30, 2003, Price Development Company, Limited Partnership, a Maryland limited partnership, conveyed to PDC Community Centers L.L.C., a Delaware limited liability company, all of Price Development Company, Limited Partnership's right, title and interest in all leases and subleases affecting the premises covered by the Ground Lease were assigned to PDC Community Centers L.L.C.;

I. WHEREAS, subsequent to the document referenced in Exhibit H, the Ground Sub-Lease was assigned by that certain Assignment and Assumption of Ground Sub-Lease dated October 31, 2010 between Price Development Company, Limited Partnership, a Maryland limited partnership, as assignor, and Fort Union II, LLC, as assignee, and recorded January 4, 2011 in Book 9895, Page 7646;

J. WHEREAS, the legal description of the property subleased under the Ground Sub-Lease is attached hereto as Exhibit B.

Organizational Changes:

K. WHEREAS, Price Rentals, Inc. at the time of execution of the documents referenced in Recital A above was the sole general partner of Price Fort Union Company;

L. WHEREAS, Price Rentals, Inc., a Utah corporation, changed its name effective as of June 21, 1978 to Price Development Company, a Utah corporation;

M. WHEREAS, Price Development Company, a Utah corporation, changed its name effective as of January 20, 1994 to Fairfax Realty, Inc., a Utah corporation;

N. WHEREAS, at the time that Price Fort Union II Company, Ltd., a Utah limited partnership, was dissolved on March 3, 1995, Fairfax Realty, Inc., a Utah corporation, was the general partner;

O. WHEREAS, on November 9, 2010, Price Development Company, Limited Partnership, a Maryland limited partnership, merged into GGPLP L.L.C., a Delaware limited liability company;

Reason for this Agreement:

P. WHEREAS, the parties hereto intend to execute this document to reflect that the Ground Sub-Lease has been terminated;

NOW, THEREFORE, in consideration of the promises and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Fort Union hereby states as follows:

1. Fairfax Realty, Inc. hereby executes this agreement to confirm and agree as follows:
 - a. none of Fairfax Realty, Inc., Price Fort Union Company, or Price Fort Union II Company, Ltd, have any interest in the Ground Lease or the Ground Sub-Lease;
 - b. the Assignment and Assumption of Ground Lease dated January 16, 1994 to Price Development Company, Limited Partnership, a Maryland limited

- partnership, recorded as Document No. 5720028 in Book 6856, Page 2614, was and is effective;
- c. to avoid all doubt, Fairfax Realty, Inc. (on behalf of itself and as the general partner of Price Fort Union Company) hereby assigns to GGPLP L.L.C., a Delaware limited liability company (as successor-by-merger to Price Development Company, Limited Partnership, a Maryland limited partnership), all of its right, title and interest as the tenant in and to the Ground Lease and as the sub-landlord in and to the Ground Sub-Lease;
 - d. the Assignment and Assumption of Ground Lease dated January 16, 1994 between Price Fort Union II Company, Ltd., a Utah limited partnership, and Price Development Company, Limited Partnership, a Maryland limited partnership, recorded in Book 6856, Page 2614, was and is effective; and
 - e. to avoid all doubt, Fairfax Realty, Inc. (on behalf of itself and as the general partner of Price Fort Union II Company, Ltd.) hereby assigns to GGPLP L.L.C., a Delaware limited liability company (as successor-by-merger to Price Development Company, Limited Partnership, a Maryland limited partnership), all of its right, title and interest in and to the Ground Sub-Lease.
2. To avoid all doubt GGPLP L.L.C. (as successor-by-merger to Price Development Company, Limited Partnership, a Maryland limited partnership) hereby accepts the assignment described in Sections 1(c) and 1(e) above and assumes and agrees to perform, comply with and be subject to all of the terms, covenants and provisions of the:
 - a. Ground Lease to be performed by the tenant thereunder arising or accruing on and after January 16, 1994;
 - b. Ground Sub-Lease to be performed by the sub-landlord thereunder arising on or after January 16, 1994; and
 - c. Ground Sub-Lease to be performed by the sub-tenant thereunder arising or accruing on or after January 16, 1994.
 3. To the extent still applicable, the entity referenced as the assignee under that certain Assignment and Assumption of Ground Sub-Lease dated October 31, 2010 between Price Development Company, Limited Partnership, a Maryland limited partnership, as assignor, and Fort Union II, LLC, as assignee, recorded January 4, 2011 in Book 9895, Page 7646, was incorrect. The correct entity should have been GGP Fort Union II, LLC. GGP L.L.C. and GGP Fort Union II, LLC are both executing this Agreement to correct the prior scrivener's error.
 4. To avoid any confusion, the tenant under the Ground Lease is PDC Community Centers, L.L.C. To avoid all doubt, GGPLP L.L.C. (as successor-by-merger to Price Development Company, Limited Partnership, a Maryland limited partnership) and PDC Community Centers, L.L.C. hereby confirm and affirm the agreements set forth in that certain Assignment and Assumption of Ground Lease dated June 30, 2003 between Price Development Company,

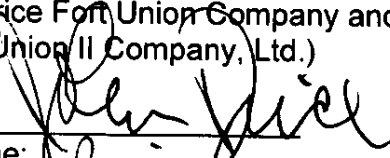
Limited Partnership, and PDC Community Centers L.L.C., recorded in Book 8837, Page 2456, and to the extent required hereby re-make such agreements as of June 30, 2003.

5. Effective as of the date hereof, the Ground Sub-Lease is hereby terminated and is of no further force and effect.
6. All right, title and interest in all sub-sub-leases (and other rental agreements and occupancy agreements, and including, without limitation, all guaranties, security deposits, letters of credits, and any amendments and modifications thereto) entered into by the sub-tenant under the Ground Sub-Lease, and all right, title and interest in any rents, issues and profits arising thereunder and any buildings and improvements located on, over or beneath the property described on Exhibit B attached hereto, are hereby assigned to PDC Community Centers L.L.C. as of the date hereof, and PDC Community Centers L.L.C. hereby assumes and agrees to perform, comply with and be subject to all the terms, covenants and provisions of such leases arising or accruing on and after the date hereof.
7. To avoid any doubt of the effectiveness of the agreements set forth herein, this Agreement is being executed by Fairfax Realty, Inc., GGPLP L.L.C., PDC Community Centers L.L.C., and GGP Fort Union II, LLC.
8. This Agreement shall be binding on and inure to the benefit of the parties hereto, and their respective successors in interest and assigns.

[remainder of page left blank; signatures on next page]

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

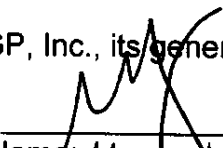
FAIRFAX REALTY, INC., a Utah corporation, on its own behalf and on behalf of Price Fort Union Company and Price Fort Union II Company, Ltd.)

By: 
Name: Robert Dick
Title: President

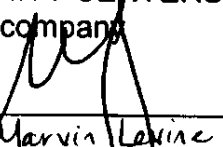
GGPLP L.L.C., a Delaware limited liability company (successor-by-merger to Price Development Company, Limited Partnership, a Maryland limited partnership)

By: GGP Limited Partnership, a Delaware limited Partnership, its managing member

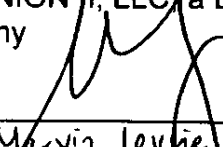
By: GGP, Inc., its general partner

By: 
Name: Marvin Levine
Title: Chief Legal Officer + EVP,
Authorized Signatory

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

By: 
Name: Marvin Levine
Title: Chief Legal Officer + EVP,
Authorized Signatory

GGP FORT UNION II, LLC, a Delaware limited liability company

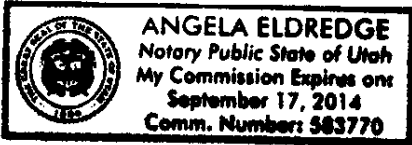
By: 
Name: Marvin Levine
Title: Chief Legal Officer + EVP,
Authorized Signatory

ACKNOWLEDGEMENT

State of Utah)
)ss
County of Salt Lake)

On this 30th day of April, 2012, before me, Angela Eldredge,
Notary Public, in and for said State, personally appeared John Price,
known or identified to me to be the President of
Fairfax Realty, Inc., and acknowledged to me that he/she executed the same on behalf
of the same.

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



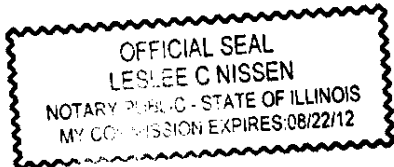
Angela Eldredge
Notary Public
My commission expires: Sept. 17, 2014

ACKNOWLEDGEMENT

State of Illinois)
)ss
County of Cook)

On this 15th day of May, 2012, before me, Leslee C. Nissen,
Notary Public, in and for said State, personally appeared Marvin J. Levine,
known or identified to me to be the Chief Legal Officer and EVP of
GGP, Inc., the general partner of GGP Limited Partnership, which in turn is the
managing member of GGPLP L.L.C., and acknowledged to me that he/she executed
the same on behalf of the same.

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



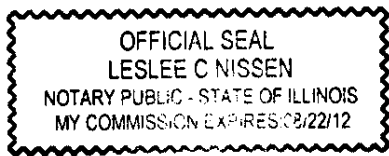
Leslee C. Nissen
Notary Public
My commission expires: 8/22/12

ACKNOWLEDGEMENT

State of Illinois)
)ss
County of Cook)

On this 15th day of ~~April~~ ^{May}, 2012, before me, Leslee C. Nissen,
Notary Public, in and for said State, personally appeared Marvin J. Levine,
known or identified to me to be the Chief Legal Officer and EVP of
PDC COMMUNITY CENTERS L.L.C., and acknowledged to me that he/she executed
the same on behalf of the same.

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



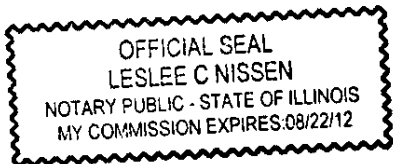
Leslee C. Nissen
Notary Public
My commission expires: 8/22/12

ACKNOWLEDGEMENT

State of Illinois)
)ss
County of Cook)

On this 15th day of ~~April~~ ^{May}, 2012, before me, Leslee C. Nissen,
Notary Public, in and for said State, personally appeared Marvin J. Levine,
known or identified to me to be the Chief Legal Officer and EVP of
GGP FORT UNION II, LLC, and acknowledged to me that he/she executed the same on
behalf of the same.

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



Leslee C. Nissen
Notary Public
My commission expires: 8/22/12

EXHIBIT A

The land referred to in this Commitment is located in Salt Lake County, UT and is described as:

PARCEL 1:

BEGINNING AT A POINT SOUTH 004'01" WEST ALONG THE QUARTER SECTION LINE 135.30 FEET (AS SURVEYED 137.41 FEET) FROM THE NORTH QUARTER CORNER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 8952'20" WEST 879.98 FEET TO THE EAST LINE OF STATE HIGHWAY PROPERTY; THENCE SOUTH 004'40" WEST ALONG SAID EAST LINE OF HIGHWAY PROPERTY 346.51 FEET; THENCE SOUTH 7309' EAST ALONG THE PROLONGATION OF AN OLD FENCE LINE 360.17 FEET TO THE NORTH LINE OF STATE HIGHWAY PROPERTY AT A POINT ON A CURVE TO THE LEFT, THE CENTER OF WHICH BEARS NORTH 1543'20" WEST 1076.92 FEET FROM SAID POINT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 430.84 FEET TO THE POINT OF TANGENCY; THENCE NORTH 5121'20" EAST 198.29 FEET TO THE QUARTER SECTION LINE; THENCE NORTH 004'01" EAST 133.53 FEET (AS SURVEYED 131.42 FEET) TO THE POINT OF BEGINNING.

EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT A POINT ON THE EAST LINE OF STATE HIGHWAY PROPERTY, SAID POINT BEING SOUTH 375.49 FEET AND WEST 880.46 FEET FROM THE NORTH QUARTER CORNER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 004'40" WEST ALONG SAID EAST LINE OF HIGHWAY PROPERTY 108.28 FEET; THENCE SOUTH 7309' EAST ALONG THE PROLONGATION OF AN OLD FENCE LINE 115.04 FEET; THENCE NORTH 3545' EAST 89.75 FEET; THENCE NORTH 5525' WEST 86.23 FEET; THENCE NORTH 7745' WEST 93.53 FEET TO THE POINT OF BEGINNING.

AS TO PARCELS 1 THE FOLLOWING ADDED:

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

EXHIBIT B

The land referred to in this Commitment is located in Salt Lake County, UT and is described as:

PARCEL 2:

BEGINNING AT A POINT SOUTH 004'01" WEST ALONG THE QUARTER SECTION LINE 135.30 FEET (AS SURVEYED 137.41 FEET) FROM THE NORTH QUARTER CORNER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 8952'20" WEST 879.98 FEET TO THE EAST LINE OF STATE HIGHWAY PROPERTY; THENCE SOUTH 004'40" WEST ALONG SAID EAST LINE OF HIGHWAY PROPERTY 346.51 FEET; THENCE SOUTH 7309' EAST ALONG THE PROLONGATION OF AN OLD FENCE LINE 360.17 FEET TO THE NORTH LINE OF STATE HIGHWAY PROPERTY AT A POINT ON A CURVE TO THE LEFT, THE CENTER OF WHICH BEARS NORTH 1543'20" WEST 1076.92 FEET FROM SAID POINT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 430.84 FEET TO THE POINT OF TANGENCY; THENCE NORTH 5121'20" EAST 198.29 FEET TO THE QUARTER SECTION LINE; THENCE NORTH 004'01" EAST 133.53 FEET (AS SURVEYED 131.42 FEET) TO THE POINT OF BEGINNING.

EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT A POINT ON THE EAST LINE OF STATE HIGHWAY PROPERTY, SAID POINT BEING SOUTH 375.49 FEET AND WEST 880.46 FEET FROM THE NORTH QUARTER CORNER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 004'40" WEST ALONG SAID EAST LINE OF HIGHWAY PROPERTY 108.28 FEET; THENCE SOUTH 7309' EAST ALONG THE PROLONGATION OF AN OLD FENCE LINE 115.04 FEET; THENCE NORTH 3545' EAST 89.75 FEET; THENCE NORTH 5525' WEST 86.23 FEET; THENCE NORTH 7745' WEST 93.53 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT A POINT WHICH IS SOUTH 004'01" WEST ALONG THE QUARTER-SECTION LINE 137.41 FEET FROM THE NORTH QUARTER CORNER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; SAID POINT OF BEGINNING ALSO BEING SOUTH 004'40" WEST ALONG THE 900 EAST STREET MONUMENT LINE 119.77 FEET AND EAST ALONG THE SOUTH BOUNDARY LINE OF THE ESSEX COURT CONDOMINIUM 952.97 FEET FROM A

COUNTY MONUMENT NEAR THE NORTH LINE OF SAID SECTION 29; THENCE SOUTH 004'01" WEST ALONG SAID QUARTER SECTION LINE 131.42 FEET TO THE NORTHERLY LINE OF STATE HIGHWAY KNOWN AS FORT UNION BOULEVARD; THENCE SOUTH 5121'10" WEST ALONG SAID NORTHERLY LINE 198.30 FEET TO THE POINT OF CURVATURE OF A 1076.92 FOOT RADIUS CURVE; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY LINE AND THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 126'09', A DISTANCE OF 26.99 FEET; THENCE NORTH 004'01" EAST 271.84 FEET TO SAID SOUTHERLY BOUNDARY LINE OF THE ESSEX COURT CONDOMINIUM PROJECT; THENCE EAST ALONG SAID SOUTHERLY BOUNDARY LINE 176.00 FEET TO THE POINT OF BEGINNING.

AS TO PARCEL 2 THE FOLLOWING ADDED:

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