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RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
METRO NATIONAL TITLE  
BY: eCASH, DEPUTY - EF 9 P.

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

**ASSIGNMENT AND ASSUMPTION OF PARKING LICENSE AGREEMENTS**

THIS ASSIGNMENT AND ASSUMPTION OF PARKING LICENSE AGREEMENTS (this "**Assignment**") is made and entered into as of February 1, 2016, by and between INLAND WESTERN SALT LAKE CITY GATEWAY, L.L.C., a Delaware limited liability company ("**Assignor**"), and VESTAR GATEWAY, LLC, a Delaware limited liability company ("**Assignee**").

RECITALS

WHEREAS, Assignor is a party to those certain Parking License Agreements listed on Exhibit A attached hereto and made part hereof (collectively, and together with all amendments, supplements, modifications thereto and assignments thereof, the "**Parking Agreements**"), pertaining to certain parking rights granted over that real property located in Salt Lake City, Utah, informally known as The Gateway – Salt Lake City as more particularly described on Exhibit B attached hereto and incorporated herein by this reference (the "**Property**"). Capitalized terms used herein and not separately defined shall have the meaning ascribed thereto in the Parking Agreements.

WHEREAS, Assignor is conveying all of its remaining right, title, and interest to the Property to Assignee and, in connection therewith, Assignor desires to assign and transfer to Assignee all of Assignor's right, title and interest as Licensor under the Parking Agreements, subject to all of the terms, conditions and restrictions set forth in the Parking Agreements.

NOW THEREFORE, in consideration of the foregoing facts and the mutual covenants and conditions herein below set forth and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignor hereby assigns and transfers to Assignee all of Assignor's right, title and interest accruing to the Licensor under the Parking Agreements, subject to the terms, covenants and restrictions set forth in the Parking Agreements.

2. Assignee hereby accepts the assignment of the Parking Agreements and shall be entitled to all rights and benefits accruing to the Licensor under the Parking Agreements. Assignee hereby assumes and agrees to observe and fully perform all of the duties and obligations of Assignor under the Parking Agreements.

3. Assignor shall be responsible for, and shall indemnify and hold Assignee harmless from any and all claims, demands, causes of action, losses or damages, liabilities costs and expenses (including, without limitation, reasonable attorneys' fees and court costs) arising out of, in connection with, or

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directly or indirectly resulting from the failure of Assignor to perform any duties under the Parking Agreements accruing prior to the date hereof.

4. Except as provided above, Assignee shall be responsible for, and shall indemnify and hold Assignor harmless from any and all claims, demands, causes of action, losses or damages, liabilities costs and expenses (including, without limitation, reasonable attorneys' fees and court costs) arising out of, in connection with, or directly or indirectly resulting from the failure of Assignee to perform any of its duties pursuant to the Parking Agreements accruing on or after the date hereof.

5. Nothing contained herein shall in any way or manner expand, enhance, modify or alter any obligation or liability of the Licensor under the Parking Agreements or under local laws or otherwise create or impose any additional liability or obligation on the Licensor under the Parking Agreements or under local laws.

6. This Assignment may be executed in counterparts which taken together shall constitute one and the same instrument.

7. The provisions of this instrument shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

8. For a period of one hundred and eighty (180) days after the date hereof, Assignor and Assignee each hereby covenants that it will, from time to time, execute any documents and take such additional actions as the other, or its respective successors or assigns, shall reasonably require in order to more completely or perfectly carry out the transfers intended to be accomplished by this Assignment.

9. Except as otherwise expressly set forth herein, Assignor and Assignee do not intend, and this Assignment shall not be construed, to create a third-party beneficiary status or interest in, nor give any third-party beneficiary rights or remedies to, any other person or entity not a party to this Assignment.


10. This Assignment shall be construed and interpreted in accordance with the laws of the State of Utah.

[SIGNATURE PAGES FOLLOW]

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

**ASSIGNOR:**

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

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

[Signatures Continue on Following Page]

STATE OF Illinois )  
COUNTY OF DePage )

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

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

Stacey C. Fruhstuck  
Notary Public

My Commission Expires:  
\_\_\_\_\_

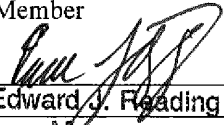


**ASSIGNEE:**

VESTAR GATEWAY, LLC,  
a Delaware limited liability company

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

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

By:   
Name: Edward J. Reading  
Title: Manager

[End Signatures; Notary Pages Follow]



## EXHIBIT A

### Parking Agreements

1. Parking License Agreement, dated June 30, 2004, by and between GATEWAY RETAIL HOLDINGS, L.C., a Utah limited liability company, and GATEWAY OFFICE 1, L.C., a Utah limited liability company, recorded July 20, 2004 as Entry No. 9125321, in Book 9016, at Page 2635 of the Official Records, as amended by that certain First Amendment To Parking License Agreement, dated May 5, 2005, by and between GATEWAY RETAIL HOLDINGS, L.C., a Utah limited liability company, and GATEWAY OFFICE 1, L.C., a Utah limited liability company, recorded May 6, 2005 as Entry No. 9370288, in Book 9128, at Page 573 of the Official Records, and as affected by that certain Assignment Of Parking License Agreement, entered into as of July 17, 2013, by and between GATEWAY OFFICE 1, L.C., a Utah limited liability company, and WEST SALT LAKE ACQUISITIONS PARTNERS LLC, a Delaware limited liability company, recorded July 18, 2013 as Entry No. 11686498, in Book 10160, at Page 4612 of the Official Records.
2. Parking License Agreement, dated October 6, 2003, by and between GATEWAY ASSOCIATES LTD., a Utah limited partnership, and BOYER-SPANISH FORK ASSOCIATES, LTD., a Utah limited partnership, recorded October 10, 2003 as Entry No. 8848851, in Book 8894, at Page 9334 of the Official Records, as amended by that certain First Amendment to Parking License Agreement (Gateway Office 3), dated May 5, 2005, by and between GATEWAY RETAIL HOLDINGS, L.C., a Utah limited liability company, and GATEWAY OFFICE 3, L.C., a Utah limited liability company, recorded May 6, 2005 as Entry No. 9370289, in Book 9128, at Page 580 of the Official Records, as affected by that certain Assignment Of Parking License Agreement, entered into as of July 17, 2013, by and between GATEWAY OFFICE 3, L.C., a Utah limited liability company, and WEST SALT LAKE ACQUISITIONS PARTNERS LLC, a Delaware limited liability company, recorded July 18, 2013 as Entry No. 11686499, in Book 10160, at Page 4620 of the Official Records and that certain Acknowledgment and Confirmation of Assignment, entered into July 17, 2013, by and between GATEWAY OFFICE 3, L.C., a Utah limited liability company, GATEWAY OFFICE 3 MANAGER, INC., a Utah corporation, and BOYER-SPANISH FORK ASSOCIATES, LTD., a Utah limited partnership, recorded July 18, 2013 as Entry No. 11686493, in Book 10160, at Page 4594 of the Official Records.
3. Parking License Agreement, dated December 15, 2006, between INLAND WESTERN SALT LAKE CITY GATEWAY, L.L.C., a Delaware limited liability company, and GATEWAY OFFICE 5, L.C., a Utah limited liability company, recorded December 26, 2006 as Entry No. 9951937, in Book 9399, at Page 9815 of the Official Records, as affected by that certain Affidavit recorded May 19, 2008 as Entry No. 10431728, in Book 9608, at Page 2187 of the Official Records, and that certain Assignment Of Parking License Agreement, entered into as of Jul 17, 2013, by and between GATEWAY OFFICE 5, L.C., a Utah limited liability company, and WEST SALT LAKE ACQUISITIONS PARTNERS LLC, a Delaware limited liability company, recorded July 18, 2013 as Entry No. 11686500, in Book 10160, at Page 4627 of the Official Records.
4. Parking License Agreement, dated March 20, 2006, by and between INLAND WESTERN SALT LATE CITY GATEWAY, L.L.C., a Delaware limited liability company, and GATEWAY OFFICE 4, L.C., a Utah limited liability company.

Exhibit A – Parking Agreements

5. Parking License Agreement, dated April 8th, 2002, by and between GATEWAY ASSOCIATES LTD., a Utah limited partnership, and STATE BOARD OF REGENTS LOAN PURCHASE PROGRAM, an Enterprise Fund of the State of Utah, as affected by that certain First Amendment to Parking License Agreement, dated July 9, 2002, by and between GATEWAY ASSOCIATES LTD., a Utah limited partnership, and STATE BOARD OF REGENTS LOAN PURCHASE PROGRAM, an Enterprise Fund of the State of Utah.
6. Parking License Agreement, dated April 8th, 2002, by and between GATEWAY ASSOCIATES LTD., a Utah limited partnership, and STATE BOARD OF REGENTS LOAN PURCHASE PROGRAM, an Enterprise Fund of the State of Utah, as affected by that certain First Amendment to Parking License Agreement, dated July 9, 2002, by and between GATEWAY ASSOCIATES LTD., a Utah limited partnership, and STATE BOARD OF REGENTS LOAN PURCHASE PROGRAM, an Enterprise Fund of the State of Utah, as further amended by that certain Second Amendment to Parking License Agreement dated June 4, 2004 by and between GATEWAY ASSOCIATES LTD., a Utah limited partnership, and STATE BOARD OF REGENTS LOAN PURCHASE PROGRAM, an Enterprise Fund of the State of Utah.
7. Agreement for Construction and Subsequent Acquisition of Retail Unit 4, Gateway Block A Condominium, for the Purpose of Operating a Planetarium and Presenting Large Screen Motion Picture Features dated February 13, 2002, by and between Salt Lake County, a body politic and political subdivision of the State of Utah, and Gateway Associates, Ltd., a Utah limited partnership, as affected by that certain Assignment of Interest (Planetarium Retained Rights and Obligations) dated May 12, 2005, by and between Gateway Associates, Ltd., a Utah limited partnership, and Inland Western Salt Lake City Gateway, L.L.C., a Delaware limited liability company.



EXHIBIT B

Legal Description of the Property

That certain real property situated in Salt Lake County, State of Utah and more particularly described as follows:

PARCEL 1A:

PARKING UNITS 1 and 2, contained within the GATEWAY BLOCK A, a Utah Condominium Project as the same is (i) identified in the Record of Survey Map recorded in the office of the Salt Lake County Recorder, Salt Lake County, Utah, on February 26, 2001 as Entry No.7828968, in Book "2001P", at Page 38 of Plats, as said Record of Survey Map shall have heretofore been amended or supplemented by that certain Record of Survey Map entitled "GATEWAY PLANETARIUM Amending Gateway Block A, Parking Units 1 and 2, and Retail Units 3 and 4, A Utah Condominium Project", recorded in the office of the Salt Lake County Recorder, Salt Lake County, Utah, on December 6, 2002 as Entry No. 8448732, in Book "2002P", at Page 352 of Plats, and by that certain Amendment to Record of Survey Map for GATEWAY BLOCK A-Office Unit 1 & Retail Unit 1 - Sheet 7 of 20, recorded in the office of the Salt Lake County Recorder on May 11, 2005 as Entry No. 9374564, in Book "2005P", at Page 151 of Plats, and (ii) further identified in the Declaration of Condominium Gateway Block A Condominium Project, recorded in the office of the Salt Lake County Recorder, Salt Lake County, Utah, on February 26, 2001 as Entry No. 7828969, in Book 8427 at Page 4676.

Tax Parcel No.: 15-01-177-012; 15-01-177-008

PARCEL 2A:

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

Tax Parcel No.: 15-01-131-007

Exhibit B – Legal Description of Property