

**MILL AVENUE RETAIL, LLC**  
15475 N. 84<sup>th</sup> Street, Scottsdale, Arizona 85260

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED  
AND FACSIMILE TRANSMISSION

December 5, 2013

City of Tempe  
31 East 5<sup>th</sup> Street  
Tempe, Arizona 85281-2606  
Attn: Community Development Director  
(480) 350-8872

City of Tempe – City Attorney  
140 East 5<sup>th</sup> Street  
Tempe, Arizona 85281-2606  
(480) 350-8645

Re: Notification of Assignment of Amended and Restated Ground Lease and Ancillary Agreements

Dear Sir or Madam:

This letter is intended to serve as formal notification of (i) the assignment of the following agreements from Centerpoint Holdings LLC (“Assignor”) to Mill Avenue Retail, LLC (“Assignee”) as of September 30, 2013, and (ii) the immediate change of party and contact/notification information for Assignee. Included with this notification is a copy of the recorded Assignment and Assumption of Recorded Documents.

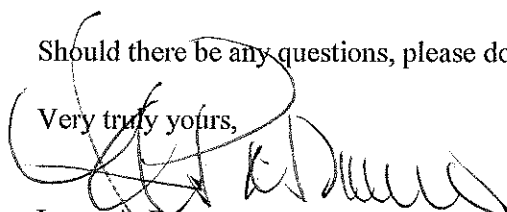
1. The Amended and Restated Ground Lease dated as of May 9, 2013, by and between the City of Tempe and Assignor, successor by merger with Centerpoint Plaza-I Limited Partnership;
2. The 6<sup>th</sup> and Mill Development Agreement (City Contract Number C2008-149) dated as of January 22, 2009, among the City of Tempe and Assignor; and
3. The Amended and Restated Parking Easement and Cost Sharing Agreement dated as of May 30, 2013, by and between Mill Avenue Apartments Limited Partnership, Assignor, successor by merger with Centerpoint Plaza-I Limited Partnership, and the City of Tempe.

The new contact information for Assignee under each of the above-referenced agreements is as follows:

Mill Avenue Retail, LLC  
c/o YAM Management, LLC  
15475 N. 84<sup>th</sup> Street  
Scottsdale, Arizona 85260

Should there be any questions, please do not hesitate to contact the undersigned.

Very truly yours,

  
Laura A. Patruno  
Assistant General Counsel  
Mill Avenue Retail, LLC

**FIRST AMERICAN TITLE**

WHEN RECORDED, RETURN TO:

499506A-9-4-4--  
Hoyp

YAM Management, LLC  
15475 N. 84th Street  
Scottsdale, AZ 85260

Attn: Laura A. Patruno

NCS 499506A

3 of 3

**ASSIGNMENT AND ASSUMPTION OF RECORDED DOCUMENTS**

This ASSIGNMENT AND ASSUMPTION OF RECORDED DOCUMENTS (this "Assignment") is made as of the 30<sup>th</sup> day of September, 2013 (the "Effective Date"), by and between CENTERPOINT HOLDINGS LLC, a Delaware limited liability company ("Assignor"), and MILL AVENUE RETAIL, LLC, an Arizona limited liability company ("Assignee").

A. Concurrently with the execution hereof, Assignor has conveyed to Assignee that certain real property more particularly described on Exhibit "A" attached hereto, together with all improvements located thereon (collectively, the "Real Property").

B. Assignor (either itself or as successor by various mergers with Centerpoint Plaza Limited Partnership, an Arizona limited partnership, and with CPT Development Partners Limited Partnership, an Arizona limited partnership) is a party to those certain documents recorded in the Official Records of Maricopa County, Arizona which are set forth on Exhibit "B" attached hereto (the "Recorded Documents").

C. In connection with the sale of the Real Property to Assignee, Assignor desires to assign to Assignee its rights, title and interest, if any, in and to the Recorded Documents, and Assignee desires to accept the assignment thereof and assume all of Assignor's obligations thereunder, from and after the date hereof, on the terms and conditions below.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing, the mutual conditions, covenants and promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns and transfers to Assignee, its successors and assigns, any right, title and interest, and all benefits, reservations and privileges that the Assignor has and may have under any of the Recorded Documents from and after the date hereof. Assignor shall indemnify, defend and hold Assignee harmless for, from and against any and all losses, damages, liabilities, actions, proceedings, demands, claims, costs and expenses (including reasonable attorneys' fees) suffered or incurred by Assignee by reason of the failure of Assignor to perform and comply with the obligations, liabilities, duties, covenants, conditions and agreements contained in any of the Recorded Documents which accrue prior to the date hereof.

2. Assignee hereby accepts the foregoing Assignment and assumes all of the rights, benefits, obligations, liabilities and duties of Assignor under each of the Recorded Documents, and shall faithfully perform and comply with all of the covenants, terms, provisions and agreements contained in the Recorded Documents to be performed and complied with by Assignor thereunder from and after the date hereof. Assignee shall indemnify, defend and hold Assignor harmless for, from and against any and all losses, damages, liabilities, actions, proceedings, demands, claims, costs and expenses (including reasonable attorneys' fees) suffered or incurred by Assignor by reason of the failure of Assignee to perform and comply with the obligations, liabilities, duties, covenants, conditions and agreements contained in any of the Recorded Documents which accrue from and after the date hereof.

3. Assignor represents and warrants that, as of the date of this Assignment, Assignor is not in breach or default under the terms of any of the Recorded Documents and, to the best knowledge of Assignor, no third party to any of the Recorded Documents is in breach or default thereunder except as otherwise disclosed in writing by Assignor to Assignee.

4. Except as otherwise disclosed by Assignor in writing to Assignee, Assignor has the full right, authority and ability to assign all of the Recorded Documents to Assignee without further action or consent of any third party, or all necessary actions and consents have been taken or obtained.

5. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. This Assignment shall be governed and construed in accordance with the laws of the State of Arizona.

7. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

*[SIGNATURES AND NOTARY CERTIFICATES APPEAR ON THE FOLLOWING PAGES.]*

IN WITNESS WHEREOF, the Assignor and Assignee have entered into this Assignment as of Effective Date.

ASSIGNOR:

**CENTERPOINT HOLDINGS LLC**, a Delaware limited liability company, successor by merger with Centerpoint Plaza Limited Partnership, an Arizona limited partnership, successor by merger with CPT Development Partners Limited Partnership, an Arizona limited partnership

By: DMB Consolidated Holdings, L.L.C., an Arizona limited liability company, its Manager

By: DMB Associates, Inc., an Arizona corporation, its Manager

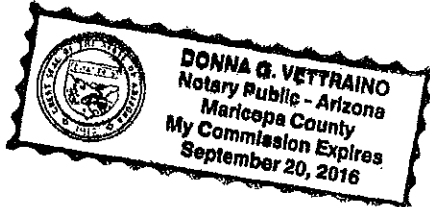
By: Michael F. Burke  
 Its: V.P.

STATE OF ARIZONA            )  
   ) ss.  
 County of Maricopa         )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of September, 2013, by Michael F. Burke, the Vice President of DMB Associates, Inc., an Arizona corporation, the Manager of DMB Consolidated Holdings, L.L.C., an Arizona limited liability company, the Manager of CENTERPOINT HOLDINGS, LLC, a Delaware limited liability company, successor by merger with Centerpoint Plaza Limited Partnership, an Arizona limited partnership, successor by merger with CPT Development Partners Limited Partnership, an Arizona limited partnership, for and on behalf thereof.

Donna G. Vettrano  
 Notary Public

(SEAL)



ASSIGNEE:

**MILL AVENUE RETAIL, LLC,**  
an Arizona limited liability company

By: *Dan Dahl*  
Its: MANAGER

STATE OF ARIZONA        )  
  ) ss.  
County of Maricopa        )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of September, 2013, by DAN DAHL, the Manager of MILL AVENUE RETAIL, LLC, an Arizona limited liability company, for and on behalf thereof.

*Marta Celis*  
Notary Public

(SEAL)

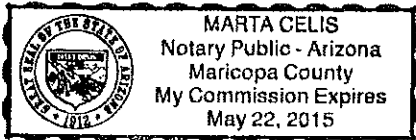


Exhibit "A"

Description of Real Property

PARCEL NO. 1

LOT 2 AND TRACTS A AND B, OF CENTERPOINT ON THE MILL, ACCORDING TO THE PLAT OF RECORD

IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED AS BOOK 1102 OF MAPS, PAGE 27.

EXCEPT TITLE TO ANY MINE OF GOLD, SILVER, CINNABAR OR COPPER OR TO ANY VALID CLAIM OR POSSESSION HELD UNDER THE EXISTING LAWS OF CONGRESS, AS SET FORTH IN PATENT FROM THE UNITED STATES OF AMERICA; AND

EXCEPT MINERALS AND OIL, GAS AND OTHER HYDROCARBON SUBSTANCES BELOW A DEPTH OF 500.00 FEET IN LOTS 1, 2, 3 AND THE NORTH 10 FEET OF LOT 4, BLOCK 4 OF TEMPE, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED AS BOOK 2 OF MAPS, PAGE 26, AS RESERVED IN DEED RECORDED AS 86-423905 OF OFFICIAL RECORDS.

PARCEL NO. 2

LOTS 3 AND 4, OF CENTERPOINT, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED AS BOOK 369 OF MAPS, PAGE 31.

EXCEPT TITLE TO ANY MINE OF GOLD, SILVER, CINNABAR OR COPPER OR TO ANY VALID CLAIM OR POSSESSION HELD UNDER THE EXISTING LAWS OF CONGRESS, AS SET FORTH IN PATENT FROM THE UNITED STATES OF AMERICA.

EXCEPT MINERALS AND OIL, GAS AND OTHER HYDROCARBON SUBSTANCES BELOW A DEPTH OF 500.00 FEET IN LOTS 1, 2, 3 AND THE NORTH 10 FEET OF LOT 4, BLOCK 4 OF TEMPE, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED AS BOOK 2 OF MAPS, PAGE 26, AS RESERVED IN DEED RECORDED AS 86-423905 OF OFFICIAL RECORDS

PARCEL NO. 3

A LEASEHOLD INTEREST UNDER THAT CERTAIN AMENDED AND RESTATED GROUND LEASE DATED MAY 9, 2013, BY AND BETWEEN THE CITY OF TEMPE, A MUNICIPAL CORPORATION AS LESSOR AND CENTERPOINT PLAZA-I LIMITED PARTNERSHIP, AN ARIZONA LIMITED PARTNERSHIP AS LESSEE, AS AMENDED IN LOT 4, OF CENTERPOINT ON THE MILL, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED AS BOOK 1102 OF MAPS, PAGE 27.

EXCEPT TITLE TO ANY MINE OF GOLD, SILVER, CINNABAR OR COPPER OR TO ANY VALID CLAIM OR POSSESSION HELD UNDER THE EXISTING LAWS OF CONGRESS, AS SET FORTH IN PATENT FROM THE UNITED STATES OF AMERICA

Exhibit "B"

## List of Recorded Documents

1.1 the Amended and Restated Ground Lease dated May 9, 2013, by and between the City of Tempe, a municipal corporation ("City") as lessor, and **CENTERPOINT HOLDINGS LLC**, a Delaware limited liability company ("**Assignor**"), as successor by merger to Centerpoint Plaza-I Limited Partnership, an Arizona limited partnership as lessee, a memorandum of which was recorded August 23, 2013 as 2013-0770384 of Official Records;

1.2 the Development Agreement recorded June 28, 2004 as 2004-730290 in the Official Records, as amended by the First Amendment to Development Agreement recorded July 25, 2005 as 2005-1041108 of Official Records, as amended by the Second Amendment to Development Agreement recorded February 10, 2006 as 2006-194908 of Official Records and Addendum to Development Agreement recorded September 2, 2011 as 2011-0736434 Official Records, the Assumption Agreement recorded September 2, 2011 as 2011-0736887 Official Records, the Modification Agreements recorded September 2, 2011 as 2011-0736906 and re-recorded November 2, 2011 as 2011-0909567 of Official Records;

1.3 the 6<sup>th</sup> and Mill Development Agreement (City Contract No,C2008-149A) dated January 22, 2009 recorded March 12, 2009 in the Official Records, as 2009-0220700, as amended by the First Amendment to Development Agreement recorded June 13, 2013 as 2013-0544213 of Official Records;

1.4 the easement rights reserved under the Special Warranty Deed with Reservation of Easement, July 9, 2001, as Instrument No. 2001-0610793;

1.5 the Declaration of Covenants, Conditions and Restrictions for Part of Centerpoint, effective as of July 6, 2001, recorded in the Official Records of Maricopa County, Arizona, on July 9, 2001, as Instrument No. 2001-0610792, as amended by First Amendment to Declaration of Covenants, Conditions and Restrictions for Part of Centerpoint recorded February 18, 2011 as Instrument No. 2011-0152136;

1.6 the Parking Easement and Cost Sharing Agreement dated July 11, 1991, recorded in the official records of Maricopa County, Arizona, on December 3, 1993, as Instrument No. 93-0844624, as amended by that certain First Amendment to Parking Easement and Cost Sharing Agreement dated March 15, 2001, recorded in the official records of Maricopa County, Arizona, on March 28, 2001, as Instrument No. 2001-0240464, as amended by that certain Second Amendment to Parking Easement and Cost Sharing Agreement dated June 15, 2006, recorded in the official records of Maricopa County, Arizona, on October 23, 2006, as Instrument No. 2006-1393028, and re-recorded on January 3, 2007, as Instrument No. 2007-0010957, and as amended by that certain Third Amendment to Parking Easement and Cost Sharing Agreement, recorded in the official records of Maricopa County, Arizona, on July 7, 2008, as Instrument No. 2008-0594132, and as amended by the Fourth Amendment to Parking Easement and Cost Sharing Agreement, recorded December 2, 2010 in the official records of Maricopa County, Arizona as Instrument No. 2010-1054402, and the Recognition of Rights



under Parking Easement and Cost Sharing Agreement and Non-Disturbance Agreement recorded December 2, 2010 as 2010-1054403 ("**Brookfield Parking Easement**");

1.7 the Parking Easement and Cost Sharing Agreement recorded in the Official Records as Document No. 2011-0152140 and re-recorded as Document No. 2011-0158881, as amended ("**West 6<sup>th</sup> Parking Easement**");

1.8 the Amended and Restated Parking Easement and Cost Sharing Agreement recorded in the official records of Maricopa County, Arizona, on May 31, 2013, as Instrument 2013-0499910 ("**Hanover Parking Easement**");

1.9 the Amended and Restated Covenants, Conditions, Restrictions and Easements for Centerpoint Plaza recorded July 9, 2001, as at Document No. 2001-0610791, as amended by the Amendment to the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Centerpoint Plaza recorded January 14, 2013 as Document No. 2013-0038088;

1.10 the Declaration of Covenants, Conditions, Restrictions, Reservation of Rights and Parking Covenant for Portions of Centerpoint Lots 5 and 6 executed and acknowledged by Assignor and Bank of America, N.A., as Lienholder and recorded November 12, 2010 in the official records of Maricopa County, Arizona as Instrument No. 2010-0993622 and re-recorded to correct the legal description on January 13, 2011 at Instrument No. 2011-0039264;

1.11 the Airspace License Agreement executed and acknowledged by Assignor and ARIZONA BOARD OF REGENTS, FOR AND ON BEHALF OF ARIZONA STATE UNIVERSITY ("**ASU**") and recorded November 12, 2010 in the official records of Maricopa County, Arizona as Instrument No. 2010-0993625 and re-recorded to correct the legal description on January 13, 2011 at Instrument No. 2011-0039265;

1.12 the Tieback and Shoring License Agreement executed and acknowledged by Assignor and ASU and recorded November 12, 2010 in the official records of Maricopa County, Arizona as Instrument No. 2010-0993626 and re-recorded to correct the legal description on January 13, 2011 at Instrument No. 2011-0039267;

1.13 the Declaration of Covenants, Conditions and Restrictions for a Portion of Centerpoint (Primarily Lot 7E) executed by Assignor, as Declarant, dated July 7, 2008, recorded in the Official Records of Maricopa County, Arizona, on July 7, 2008, as Instrument No. 2008-0594134;

1.14 the Amended and Restated Condominium Declaration for Centerpoint Phase 1 Condominium recorded at Recording No. 2008-0237067, and re-recorded at Recording No. 2008-0265011;

1.15 the right to enforce the hotel restriction on the Courtyard land by way of Covenants, Conditions and Restrictions as set forth in document recorded in 96-316146 of Official Records; re-recorded as 2003-1356970 of Official Records and Partial Termination recorded as 2008-507410 of Official Records; and

1.16 Declaration of Covenants, Conditions and Restrictions for Lots 2 and 3 of Centerpoint Plaza Three recorded May 31, 2013 at Recording No. 2013-0499905.