

WHEN RECORDED, RETURN TO:

Capital Development Southwest, Inc.
8 Biltmore Estates, #205
Phoenix, Arizona 85016
Attention: Jay Gold

ASSIGNMENT OF DEVELOPMENT AGREEMENT

THIS ASSIGNMENT OF DEVELOPMENT AGREEMENT ("**Assignment**") is made on _____, 2014, by and among SHEA MARICOPA, LLC, an Arizona limited liability company ("**Assignor**"), and CAPDEVEL060, LLC, an Arizona limited liability company ("**Assignee**").

RECITALS

A. The City of Maricopa, Arizona, an Arizona municipal corporation (the "**City**"), and Assignor are parties to that certain Development Agreement dated April 3, 2007, and recorded in the Official Records of the Pinal County Recorder on April 27, 2007 as Fee No. 2007-051053 (the "**Original Development Agreement**") ,as amended by that certain First Amendment to the Development Agreement dated July 1, 2008, and recorded in the Official Records of the Pinal County Recorder on February 25, 2010 as Fee No. 2010-017696 and that certain Second Amendment to Development Agreement dated March 2, 2010, and recorded in the Official Records of the Pinal County Recorder on March 11, 2010 as Fee No 2010-023074 and as re-recorded in the Official Records of the Pinal County Recorder on March 19, 2010 as Fee No 2010-025992 (such amendments collectively with the Original Development Agreement, the "**Development Agreement**").

B. Assignor has, immediately prior to the recordation of this document, conveyed to Assignee the real property legally described on Exhibit A.

C. Assignor wishes to assign to Assignee and Assignee wishes to assume from Assignor, the rights of Developer under the Development Agreement pursuant to the terms of this Assignment.

D. As required by Section 12.2 of the Development Agreement, the City has previously consented to this Assignment and agreed to make certain statements for the benefit of Assignee pursuant to the terms of that certain Amendment and Consent to Assignment of Development Agreement and Estoppel between the City and Assignor dated November 5, 2014 (the "**Consent**").

AGREEMENTS

Now, therefore, in consideration of the foregoing recitals and representations and the mutual promises contained in this Assignment, Assignor and Assignee agree as follows:

1. Defined Terms All capitalized terms used herein, unless otherwise specified, shall have the same meaning ascribed to them in the Development Agreement.

2. Assignment. Assignor, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby assign, convey, and deliver unto Assignee all of Assignor's rights and obligations as Developer under the Development Agreement, including, without limitation, the right to receive the remaining balance of the Total Reimbursement Amount.

3. Indemnity. Assignor agrees to pay and protect, and indemnify and hold Assignee harmless for, from and against any and all claims, demands, liabilities, losses, lawsuits, judgments and costs and expenses (including, without limitation, reasonable attorneys' fees) to which Assignee may become exposed, or which Assignee may incur, in connection with the Development Agreement prior to the date of this Assignment.

4. Notices. After the date of this Assignment, all notices to Developer shall be delivered to Assignee at the following address:

CAPDEVEL060, LLC
8 Biltmore Estates, #205
Phoenix, Arizona 85016
Attention: Jay Gold

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment or have caused the same to be executed by their respective duly authorized representatives as of the date first set forth above.

ASSIGNOR:

SHEA MARICOPA, LLC,
an Arizona limited liability company

By: Shea Properties Management Company, Inc.,
a Delaware corporation
Its: Manager

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ASSIGNEE:

CAPDEVEL060, an Arizona limited liability company

By: _____
Name: _____
Its: _____

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

STATE OF _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 201____, by _____, the _____ of Shea Properties Management Company, Inc., a Delaware corporation, the Manager of SHEA MARICOPA, LLC, an Arizona limited liability company, on behalf of the limited liability company.

Notary Public

My commission expires:

STATE OF _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 201____, by _____, the _____ of Shea Properties Management Company, Inc., a Delaware corporation, the Manager of SHEA MARICOPA, LLC, an Arizona limited liability company, on behalf of the limited liability company.

Notary Public

My commission expires:

STATE OF _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 201____, by Jay Gold, the Manager of CAPDEV060, LLC, an Arizona limited liability company, on behalf of the limited liability company.

Notary Public

My commission expires:

Exhibit A

Legal Description of Cap Property

Lots 1 -6, 8, 9, and 12-14 and 16-17 of MARICOPA POWER CENTER THE WELLS according to plat recorded in Cabinet H, Slide 053, in the Official Records of Pinal County, Arizona.

Lots 18 & 19 of the REPLAT OF LOTS 18 & 19 OF MARICOPA POWER CENTER THE WELLS recorded as Document No. 2011-053634, being a replat of Lots 18 & 19 of MARICOPA POWER CENTER THE WELLS according to plat recorded in Cabinet H, Slide 053, in the Official Records of Pinal County, Arizona.